THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, REGULAR SESSION TO BE HELD AT Harold E. Getty Council Chambers Monday, June 6, 2022 5:30 PM

CITY OF WATERLOO
GOALS

1. Support the creation of new, livable wage jobs through a balanced economic development approach of assisting existing businesses, fostering start-ups, attracting new employers and cultivating an adequate workforce.
2. Implement a Community Policing strategy that creates a safe environment in Waterloo.
3. Reduce the City's property tax levies through a responsible balance of cost reduction in City operations and increases in taxable property valuations to ensure that Waterloo is a competitive, affordable, and livable city.
4. Enhance the image of Waterloo and the City to residents and businesses inside and outside of the community.

GENERAL RULES FOR PUBLIC PARTICIPATION REGULAR SESSION AGENDA

A. Iowa Code Chapter 21 gives the public the right to attend council meetings, but it does not require cities to allow public participation except during public hearings. The public is required to follow the rules listed in this article when speaking during any meeting of the city council.

B. At the presiding officer's discretion, individuals may address the presiding officer by stepping to the podium, and after recognition by the presiding officer, shall state their name, address and group affiliation, if appropriate, and speak clearly into the microphone.

C. Comments shall be germane and refrain from personal, impertinent, or slanderous remarks.

D. Cell phones and electronic devices shall be set to silent prior to the start of the meeting.

RULES FOR PUBLIC COMMENT SECTION OF THE AGENDA

A. Individuals shall speak one (1) time on only one (1) issue for a maximum of five (5) minutes only if they have registered with the city clerk's office no later than 4:00 p.m. on the day of the council meeting. Individuals who have not registered shall not be permitted to speak during the public comment portion of the agenda. Individuals shall only speak on matters not listed on the regular session agenda for that date. Any matter presented shall be directed to the presiding officer and addressed, if necessary, after the meeting.; Individuals may call the city clerk's office at 319-291-4323 or email clerk@waterloo-ia.org.

B. Council members may speak during public comment portion of the agenda after the public has finished speaking

C. City staff shall not be required to provide an immediate answer to a matter presented during a council meeting unless it specifically pertains to an item on the agenda

RULES FOR PUBLIC COMMENT DURING PUBLIC HEARINGS

Individuals may speak during the public comment portion of a scheduled public hearing for a maximum of three (3) minutes or may submit written comments to the city clerk by 4:00 p.m. on the day of the public hearing. Groups of citizens with similar viewpoints are encouraged to select a representative to share the viewpoint of the group.

RULES FOR PUBLIC COMMENT DURING AGENDA ITEMS

At the discretion of the presiding officer, individuals may speak for a maximum of three (3) minutes when the council discusses agenda items. This section does not apply to businesses or parties directly involved in agenda items.

Roll Call.

Prayer or Moment of Silence

Pledge of Allegiance

Nia Wilder, Ward 3 Council Member

Agenda, as proposed or amended.

Minutes of May 18, 2022, Council Special Session, as proposed.

Minutes of May 31, 2022 Council Planning Session, as proposed.

Minutes of May 31, 2022 Planning Session, as proposed.

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

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

   Submitted By: Paul Huting, Leisure Services Director

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.

   Submitted By: Paul Huting, Leisure Services Director

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.

   Submitted By: Rudy D. Jones, Community Development Director

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.

   Submitted By: Brian Bowman, Treatment Operations Supervisor

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.

   Submitted By: Aric Schroeder, City Planner

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.

   Submitted By: Noel Anderson, Community Planning and Development Director

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 (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, and authorize the City Clerk to publish notice.

   Submitted By: Noel Anderson, Community Planning and Development Director

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.

   Submitted By: Randy Bennett, Public Works Division Manager

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 (8) years at 75 percent and two (2) 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 notice.

Submitted By: Noel Anderson, Community Planning and Development Director

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 $5,000.00.

    Submitted By: Michelle Weidner, Chief Financial Officer

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

    Submitted By: Michelle Weidner, Chief Financial Officer

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.

    Submitted By: Michelle Weidner, Chief Financial Officer

14. Resolution approving the use of East Waterloo Unified Urban Renewal Area Tax Increment Financing District funds, in an amount not to exceed $1,341,000.00, for the Hyper Drive Construction Project, in the MidPort area.

    Submitted By: Michelle Weider, Chief Financial Officer

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.

    Submitted By: Michelle Weidner, Chief Financial Officer

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.

    Submitted By: Michelle Weidner, Chief Financial Officer

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.

    Submitted By: Michelle Weidner, Chief Financial Officer

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

   a. ***Amended* B. Manahl, A. Bedard, N. Rasusson, Waste Management Operators**

      Class/Meeting: Iowa Water Environment Association 2022 Annual Conference

      Destination: Davenport, Iowa

      Dates: 06/07-06/09/22

      Amount not to exceed: $1,577.00

   b. ***Amendment* J. Gaherty, M. Schaefer, T. Janssen, Waste Management Plant Maintenance**

      Class/Meeting: Iowa Water Environment Association 2022 Annual Conference.

      Destination: Davenport, Iowa

      Dates: 06/07-06/09/22

      Amount not to exceed: $1,577.00

   c. **N. Weber Scarbrough, Walter, Kramer Police Officers**

Class/Meeting: Governors Traffic Safety Bureau Conference (GTSB)

Destination: Des Moines

Dates:6/15-16/2022

Amount not to exceed:$1,040.00

2. **LIQUOR LICENSES**

   a. **Best Deals, 1459 Ansborough Avenue**

   Class: B Wine/CBeer/E Liquor

   Renewal Application Includes Sunday

   Expiration Date: 06/14/2023

   b. **Singlespeed Brewing Co., 325 Commercial Street**

   Class: C Liquor w/Outdoor Service Extending Outdoor Service area Includes Sunday

   Expiration Date: 06/12/2023

3. **APPOINTMENTS**

   a. **Stephanie Paxton**

   Board/Commission: Plumbing Board of Licensing, Examiners and Appeals

   Expiration Date: June 13, 2025

   New Appointment

   b. **Cam Campbell**

   Board/Commission: Community Development Board

   Expiration Date: June 18, 2025

   Re-Appointment

   c. **Oumie Ceesay**

   Board/Commission: Complete Streets Advisory Committee

   New Appointment

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.

   Submitted By: Brian Bowman,Treatment Operations Supervisor

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.

   Submitted By: Randy Bennett, Public Works Division Manager

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.

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

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.

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

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.

Submitted By: Kelley Felchle, City Clerk

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

   Submitted By: Kelley Felchle, City Clerk

10. Bonds.

    Submitted By:

PUBLIC HEARINGS

2. FY 2022 Sidewalk Repair Program - Zone 2, Contract No. 1061.

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.
Motion to receive, file and instruct City Clerk to read bids.
Resolution approving award of bid to Brock Even Construction, LLC, of LaPorte City, Iowa, in the amount of $217,159.74, 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.

Submitted By: Oumie Ceesay, Associate Engineer

3. FY 2023 Levee Rip Rap Spraying, Contract No. 1065.

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

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

4. 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, and rescinding Resolution No. 2019-832.

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments, and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider and pass for the first time an ordinance 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, and authorizing the Mayor and City Clerk to execute said documents.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt the ordinance.
Resolution rescinding Resolution No. 2019-832.

Submitted By: Noel Anderson, Community Planning and Development Director

5. **Sale and conveyance of City property located west of 420 Harwood Avenue, to Big Hand Pepper, LLC, in the amount of $1.00, including a Development Agreement, for thirty-two (32) new, single-family homes.**

   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 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.
   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.

   Submitted By: Noel Anderson, Community Planning and Development Director

RESOLUTIONS

6. Resolution approving a one-year Memorandum of Understanding with the Waterloo Police Protective Association for the lateral transfer incentive package and bonus administrative guidelines, and authorizing the Mayor and City Clerk to execute said document.

   Submitted By: Robert Duncan, Police Captain

7. Resolution approving a 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.

   Submitted By: Aaron McClelland, Police Captain

8. 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.

   Submitted By: Noel Anderson, Community Planning and Development Director

9. 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.

   Submitted By: Noel Anderson, Community Planning and Development Director

10. 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.

    Submitted By: Noel Anderson, Community Planning and Development Director

11. 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.

    Submitted By: Jamie Knutson, PE, City Engineer

12. 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.

Submitted By: Jamie Knutson, PE, City Engineer

13. 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.

Submitted By: Jamie Knutson, PE, City Engineer

14. Resolution supporting the application by Prairie Rapids II, LLC, for the Iowa Workforce Housing Tax Incentives Program, and approving the Infill Housing Policy Development Agreement to construct forty-eight (48) new housing units, located near the southeast corner of Kimball Avenue and Ridgeway Avenue.

Submitted By: Noel Anderson, Community Planning and Development Director

15. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

16. 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.

Submitted By: Michelle Weidner, Chief Financial Officer

17. 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 $5,685,000.00 General Obligation Bonds, Series 2022B.

Submitted By: Michelle, Weidner, Chief Financial Officer

18. 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.

Submitted By: Michelle Weidner, Chief Financial Officer

19. 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 $5,685,000.00 General Obligation Bonds, Series 2022B, and authorizing the Mayor and City Clerk to execute said documents.

Submitted By: Michelle Weidner, Chief Financial Officer

20. 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.

Submitted By: Michelle Weidner, Chief Financial Officer

21. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

EXECUTIVE SESSION

Motion to adjourn to Executive Session

22. Executive Session on the purchase of real estate pursuant to Iowa Code Section 21.5(1)(j).

Motion to adjourn Executive Session

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

MEETINGS

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

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

PUBLIC INFORMATION

1. Leisure Services Commission board minutes of April 12, 2022.

2. Housing Authority Board minutes of May 16, 2022.

3. Planning, Programming and Zoning minutes of April 12, 2022.

4. Board of Adjustment minutes of April 26, 2022.

5. April 2022 Community Development Board Minutes.

6. Communication from the Leisure Services Department on the notice of the conclusion of employment for Luke Even, Forestry Foreman, effective April 29, 2022, with recommendation of approval of payout of $1,861.20 for unused benefits.

7. Communication from the Waterloo Fire Rescue Department on the notice of conclusion of employment for Craig Schellhorn, 10 year Engineer, effective May 13, 2022 with recommendation of approval of payout of $8,719.92 for unused benefits.

8. Communication from the Community Development Department on the notice of the conclusion of employment for Mindy Smith, Intake Project Specialist, effective May 24, 2022, with recommendation of approval of payout of $1,689.35 for unused benefits.

9. Communication from the Street Department on the notice of the conclusion of employment for Daniel White, Equipment Operator I, effective May 27, 2022 with recommendation of approval

of payout of $3,450.92 for unused benefits.

10. Certified List for the position of Police Recruit for the City of Waterloo Police Department as certified by the Civil Service Commission on April 29, 2022.

11. Certified List for the position of Property Evidence Technician for the City of Waterloo Police Department as certified by the Civil Service Commission on April 29, 2022.

12. Certified List for the position of Instrument Control Technician for the City of Waterloo Waste Management Services Department as certified by the Civil Service Commission on April 29, 2022.

CITY OF WATERLOO

Council Communication

Nia Wilder, Ward 3 Council Member

City Council Meeting: 6/6/2022
Prepared:

Submitted by: Submitted By:

CITY OF WATERLOO

Council Communication

Minutes of May 18, 2022, Council Special Session, as proposed.

City Council Meeting: 6/6/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Minutes of 05.18.2022	Backup Material

Submitted by: Submitted By:

May 18, 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 Wednesday, May 18, 2022. Mayor Quentin Hart in the Chair. Roll Call: Boesen, Nichols, Amos and Wilder. Council member Grieder participated via conference call. Absent: Chiles and Feuss

107352 - Nichols/Amos

that the Agenda, as proposed, for the Special Session on May 18, 2022 at 5:00 p.m., be accepted and approved. Voice vote-Ayes: Five. Motion carried.

107353 - Amos/Wilder

that a copy of Calls be received and placed on file. Voice vote-Ayes: Five. Motion carried.

OTHER COUNCIL BUSINESS

107354 - Nichols/Amos

that proof of publication of Notice of Sale on consideration of the proposition of issuance $5,685,000.00, as published in the Waterloo Courier, be received and placed on file. Voice vote-Ayes: Five. Motion carried.

107356 - Nichols/Amos

that "Resolution directing sale of $5,685,000.00 General Obligation Bonds, Series 2022B to BOK Financial Services, of Milwaukee, Wisconsin at a rate of 3.2675%", be adopted. Roll call vote-Ayes: Five. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2020-300.

107357 - Amos/Boesen

that proof of publication of Notice of Sale on consideration of the proposition of issuance of $4,315,000 General Obligation Bonds, Taxable Series 2022C, as published in the Waterloo Courier, be received and placed on file. Voice vote-Ayes: Five. Motion carried.

107358 - Amos/Boesen

that "Resolution directing sale of $4,315,000 General Obligation Bonds, Taxable Series to Robert Baird & Co., Inc., of Milwaukee, Wisconsin, at a rate of 4.1040%", be adopted. Roll call vote-Ayes: Five. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-301.

ADJOURNMENT

107359 - Boesen/Amos

that the Council adjourn at 5:13 p.m. Voice vote-Ayes: Five. Motion carried.

_____

LeAnn M. Even, Deputy City Clerk

CITY OF WATERLOO

Council Communication

Minutes of May 31, 2022 Council Planning Session, as proposed.

City Council Meeting: 6/6/2022
Prepared:

Submitted by: Submitted By:

CITY OF WATERLOO

Council Communication

Minutes of May 31, 2022 Planning Session, as proposed.

City Council Meeting: 6/6/2022
Prepared:

ATTACHMENTS:

	Description	Type
	5.31.2022 Planning Session Minutes	Backup Material

Submitted by: Submitted By:

May 31, 2022

The Council of the City of Waterloo, Iowa, met in a Planning Session in the Harold E. Getty Council Chambers, City Hall, at 5:30 p.m., on Tuesday, May 31, 2022 Mayor Quentin Hart in the Chair. Roll Call: Boesen, Nichols, Amos, Chiles, Grieder, Wilder, and Feuss. Absent: Amos

Prayer or Moment of Silence.

Pledge of Allegiance:

107366 - Feuss/Wilder

that the Agenda, as proposed, for the Planning Session on Tuesday, May 31, 2022 at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Six. Motion carried.

107367 - Feuss/Wilder

that the Minutes, as proposed, for the Regular Session on Monday, May 16, 2022 at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Six. Motion carried.

107368 - Feuss/Wilder

that the Minutes, as proposed, for the Work Session on Monday, May 16, 2022 at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Six. Motion carried.

CONSENT AGENDA

107369 - Feuss/Nichols

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 May 23, 2022 in the amount of $16,230,933.35 and May 31, 2022 in the amount $2,464,958.99, 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. 2022-302.

2. Resolution approving cancellation of special assessments for properties located at 1004 Fulton Street, 921 W. 2nd Street, 316 Progress Avenue, and 742 Grant Avenue, and authorizing the City Clerk to notify the Black Hawk County Treasurer of said cancellation.

   Resolution adopted and upon approval by Mayor assigned No. 2022-303.

3. Resolution approving a variance to the Noise Ordinance requested by Chakila Wright for Khari's 5th Birthday Party event to be held from 3:00-7:00 p.m. on June 4, 2022, at 115 Albany Street.

   Resolution adopted and upon approval by Mayor assigned No. 2022-304.

b. Motion to approve the following:

1. Motion to approve the following travel requests:
   a. Officers Weber, Wertz, Woodward, Frein, Ehlers and Sgt. Koontz, Police Class/Meeting: FBI Law Enforcement Executive Development Association Supervisor Liability Training. Destination: Waterloo, IA Dates: 6/6-6/30/2022 Amount not to exceed: $2,100.00
   b. LeAnn Even, Deputy City Clerk Class/Meeting: Iowa Municipal Professionals Academy Destination: Ames, IA Dates: 07/27-07/29/2022 Amount not to exceed: $641.00

2. Motion to approve the following liquor licenses:
   a. Casey's General Store #2427, 3035 Logan Ave. Class: B Wine, B Native Wine, C Beer, and E Liquor Renewal Application Includes Sunday Expiration Date: 6/14/2023

b. Casey's General Store #2867, 2424 Ranchero Rd. Class: B Wine, B Native Wine, C Beer, and E Liquor Renewal Application Includes Sunday Expiration Date: 6/14/2023
c. Edo's Sports Bar, 110 E. 11th Street Class: C Liquor Renewal Application Includes Sunday Expiration Date: 5/7/2023
d. Hampton Inn, 2034 LaPorte Rd. Class: C Liquor Renewal Application Includes Sunday Expiration Date: 1/31/2023
e. Hickory House, 315 Park Rd. Class: C Liquor Renewal Application Does not include Sunday Expiration Date: 5/23/2023
f. Isle Casino Hotel Waterloo, 777 Isle of Capri Blvd. Class: B Wine, B Liquor, and Outdoor Service Renewal Application Includes Sunday Expiration Date: 4/30/2023
g. El Mercadito, 520 LaPorte Rd. Class: B Beer Renewal Application Includes Sunday Expiration Date: 5/21/2023
h. La Michuacana Restaurant, 1221 Franklin St. Class: C Liquor Renewal Application Includes Sunday Expiration Date: 3/26/2023
i. Majestic Moon, 1955 Locke Ave. Class: C Liquor and Outdoor Service Renewal Application Includes Sunday Expiration Date: 4/30/2023
j. Prime Mart 3, 1008 LaPorte Rd. Class: B Wine, C Beer, and E Liquor Renewal Application Includes Sunday Expiration Date: 6/12/2023
k. Risque' Gentlemen's Club, 301 W. 4th St. Class: C Liquor Renewal Application Does not include Sunday Expiration Date: 5/27/2023
l. Target, 1501 E. San Marnan Dr. *Ownership Update Class: B Wine, C Beer, and E Liquor New Application Includes Sunday Expiration Date: 6/27/2023
m. Walgreens #10855, 1850 Logan Ave. Class: B Wine, C Beer, and E Liquor Renewal Application Includes Sunday Expiration Date: 6/16/2023
n. Lost Island Waterpark, 225 E. Shaulis Rd. Class: C Liquor and Outdoor Service New Application Includes Sunday Expiration Date: 11/20/2022

Roll call vote-Ayes: Six. Motion carried.

OTHER COUNCIL BUSINESS

2. Discussion of establishing an annual City Council goal setting process.

Mr. Chiles provided an overview of his vision for a city council goal setting process. He shared that he has had discussions with Cedar Falls City Council members, Iowa League of Cities, and City of Richmond, VA on different ways and the benefits of establishing a city council goal setting process and that he believes this would be a benefit to the City of Waterloo.

Mr. Boesen questioned the time frame for establishing a plan going forward.

Mr. Chiles commented that he would like to see it start in November.

Mayor Hart stated that starting in November is too late and explained the timing of the CIP, Community Wide Visioning Plan, and that a way to merge council goals with these processes should be identified. He agreed that the council should work to establish new goals and within the next month or two someone should be identified to change the city council's goals.

Mr. Chiles commented that the goal setting should occur each year and that he wants it to be in an ordinance to ensure that it happens.

Mayor Hart shared that two things are happening. First council needs to establish a vision with big projects that complements the community vision plan. The second step is to develop a working plan similar to Cedar Falls. Phase three could be to bring in staff ideas. He further laid out a rough outline for how to proceed. He added that he thinks this is an excellent opportunity to merge the three plans.

Mr. Chiles commented that if council wants to proceed he will continue to reach out to UNI and Iowa State Extension to start lining up conversations.

Mr. Boesen commented that he is supportive of this process.

Ms. Wilder shared that it is important that council set shared goals.

Council members and Mayor Hart discussed future steps for setting goals and establishing a council vision plan.

EXECUTIVE SESSION

107370 - Feuss/Wilder

that the council adjourn to Executive Session at 5:57 p.m. Roll call vote-Ayes: Six. Motion carried.

City Attorney Martin Petersen stated that discussion of strategy in matters relating to employment conditions of employees not covered by a collective bargaining agreement, pursuant to Iowa Code Section 21.9 is an approved topic of Executive Session.

107371 - Feuss/Wilder

that the council adjourn Executive Session at 7:10 p.m. Voice vote-Ayes: Six. Motion carried.

ADJOURNMENT

107372 - Feuss/Wilder

that the Council adjourn at 7:10 p.m. Voice vote-Ayes: Six. Motion carried.

_____
Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Proclamation declaring June 19, 2022 as Juneteenth Celebration.

City Council Meeting: 6/6/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Juneteenth Celebration	Backup Material

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS, on June 19, 1865, Union soldiers led by Major General Gordon Granger landed at Galveston, Texas, to enforce President Lincoln's Emancipation Proclamation and declare freedom for all slaves; and

WHEREAS, each year thereafter, former Texas slaves and their descendents joined in a celebration of freedom and the commemoration became known as "Juneteenth"; and

WHEREAS, across our nation, Americans celebrate Juneteenth, a day to reflect on the sufferings of slavery and to remember the joyful declaration of freedom. It is a time of rejoicing with family and friends and a time for planning the future; and

WHEREAS, this celebration gives us the opportunity to commemorate African American heritage. As we honor the courage and fortitude of our ancestors, we renew our commitment to combat injustice with the triumphant spirit of freedom.

NOW, THEREFORE, I, Quentin Hart, Mayor of the City of Waterloo, Iowa, do hereby proclaim June 19, 2022, as

JUNETEENTH CELEBRATION

in the City of Waterloo and acknowledge the many contributions African Americans have made to our great Nation. Today is an opportunity to recommit ourselves to confronting injustice wherever we find it and upholding the dignity of all people. By doing so, we protect the freedom and democratic ideals that will keep America strong for generations to come.

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

ATTEST:

Kelley Felchle
City Clerk

Quentin Hart
Mayor

CITY OF WATERLOO

Council Communication

Proclamation declaring June 6-12, 2022 as My Waterloo Days.

City Council Meeting: 6/6/2022
Prepared:

ATTACHMENTS:

	Description	Type
	My Waterloo Days	Backup Material

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS, the 40th Annual My Waterloo Days Festival which will be held in 2022 on June 6th and will continue through June 12th is an event sponsored by Main Street Waterloo, a non-profit entity whose mission is to revitalize the downtown city center; and

WHEREAS, Main Street Waterloo hosts more than 20 events in the central business district, bringing over 200,000 people downtown to see that the heart of the community is a great place to live, work and play; and

WHEREAS, The proceeds from Main Street Waterloo's award winning events, coordinated by hundreds of volunteers and the board of directors, support the organization's continued economic development efforts in downtown Waterloo; and

WHEREAS, Main Street Waterloo's My Waterloo Days is an annual event celebrated throughout all of Waterloo hosting events for all members of Waterloo; bringing businesses and citizens together to celebrate Waterloo.

NOW, THEREFORE, I, Quentin Hart, Mayor of the City of Waterloo, Iowa, do hereby proclaim June 6-12, 2022 the 40th annual

MY WATERLOO DAYS,

And I call upon all Waterloo citizens to attend My Waterloo Days and to patronize this, and other participating businesses, farmer's markets, on an ongoing basis.

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

ATTEST:

Kelley Felchle
City Clerk

Quentin Hart
Mayor

CITY OF WATERLOO

Council Communication

Proclamation declaring June 15, 2022 as World Elder Abuse Awareness Day.

City Council Meeting: 6/6/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Proclamation	Backup Material

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS, Waterloo's older adults deserve to be treated with respect and dignity to enable them to continue to serve as leaders, mentors, volunteers and vital participating members of our communities; and

WHEREAS, one in ten seniors in the United States experience maltreatment or abuse and because these incidents are vastly underreported, they do not get the help they need. Abuse of seniors is an ever-increasing problem in today's society that crosses all socio-economic boundaries; and

WHEREAS, combating abuse of older adults will help improve the quality of life for all seniors across the state and nation and will allow seniors to continue to live independently as possible and contribute to the life and vibrance of the City of Waterloo; and

WHEREAS, preventing elder abuse may be accomplished by strengthening the aging network through providing services, spreading awareness, education, and advocating for policies to protect the aging population; and

WHEREAS, we are all responsible for building safer communities for Waterloo's seniors; and

WHEREAS, our theme this year is "Aging My Way, Equality for All." We believe that it is important to educate Older Iowans on their rights, to expand access to services for all survivors of elder abuse to better assist them to live independently in their homes and community as long as possible.

NOW, THEREFORE, I, Quentin Hart, Mayor of the City of Waterloo, Iowa, do hereby proclaim June 15, 2022 as

WORLD ELDER ABUSE AWARENESS DAY

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

ATTEST:

CITY WATERLOO IOWA

Kelley Felchle
Kelley Felchle
City Clerk

Quentin Hart
Quentin Hart
Mayor

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 6/6/2022
Prepared: 5/18/2022

ATTACHMENTS:

Description	Type
Gates-Byrnes project budget	Backup Material
Gates-Byrnes Presentation	Backup Material

SUBJECT:	Resolution approving the submission of Otto Schoitz Foundation Grant Application, in the amount of $1 million, for the Transforming Gates and Byrnes Park 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 neighborhoods surrounding Gates and Byrnes Parks.
Data/Analysis and Strategies:	Ballard King and Associates have done a comprehensive analysis of demographics and service areas as part of their Aquatics Master Plan.

Project Budget Summary for Transforming Gates and Byrnes Parks

Estimated Project Costs

Gates Park Master Plan (Ritland + Kuiper Landscape Architect's cost opinion total)

$7,991,315

Byrnes Park (cost opinion total from Ballard King and Associates Aquatics Master Plan)

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Total Estimated Project Cost = $15,991,315*

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- While every effort will be made to proceed with the entire project, some project elements may need to be phased due to potential unforeseen environmental regulations (Chamberlain Site) or fundraising challenges.

TRANSFORMING GATES AND BYRNES PARKS

PRESENTED MAY, 2022

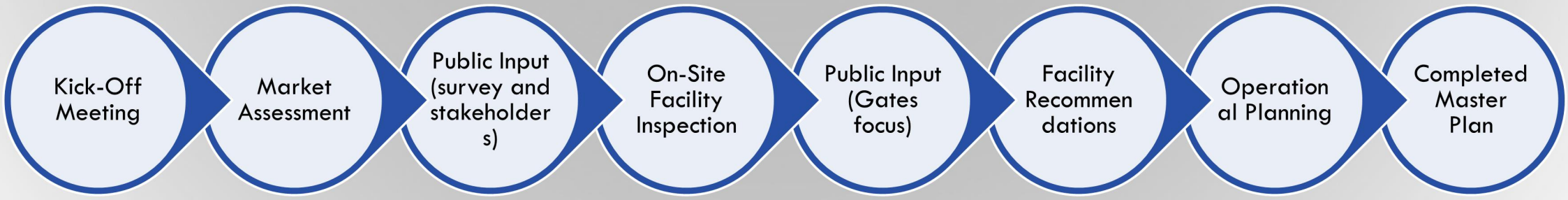






THE AQUATICS MASTER PLAN PROCESS

BALLARD*KING AND ASSOCIATES, RECREATION PLANNERS



CONDITION OF EXISTING FACILITIES

"IF YOU CALLED ME WHILE I WAS ON THE RIDE HOME TOMORROW AND TOLD ME ONE OF THE POOLS FAILED, I WOULD NOT BE SHOCKED."

MATT FREEBY (AIA), AQUATIC PLANNER FOR WATER TECHNOLOGIES

WTI
WATER TECHNOLOGY INC.

BYRNES PARK – EXISTING CONDITIONS

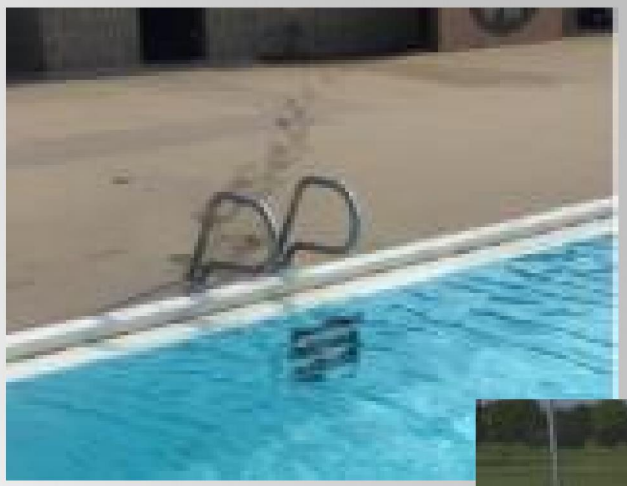






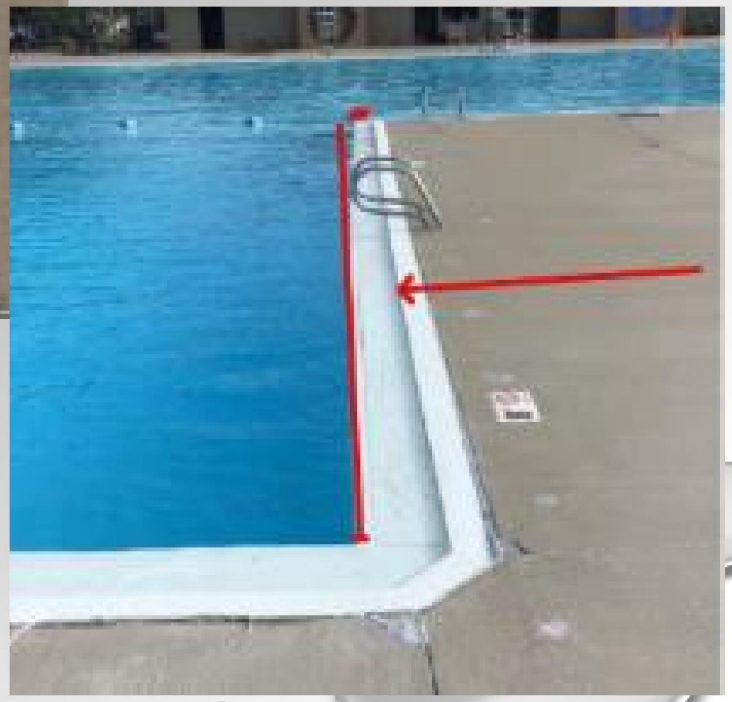


BYRNES PARK – EXISTING CONDITIONS









BYRNES POOL- LOST SEASON 2019



GATES PARK – EXISTING CONDITIONS

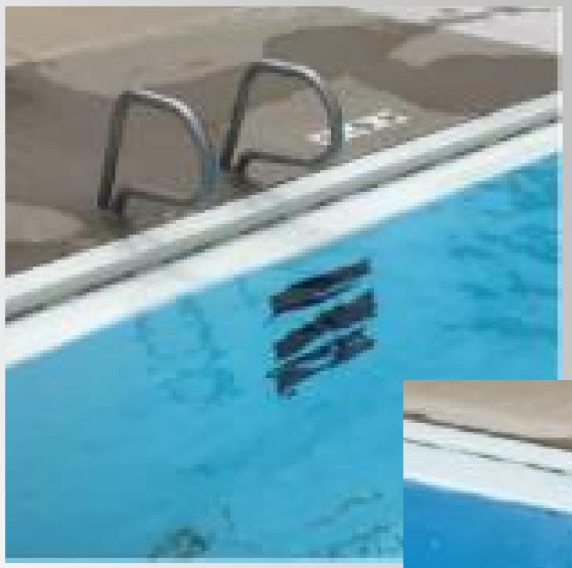


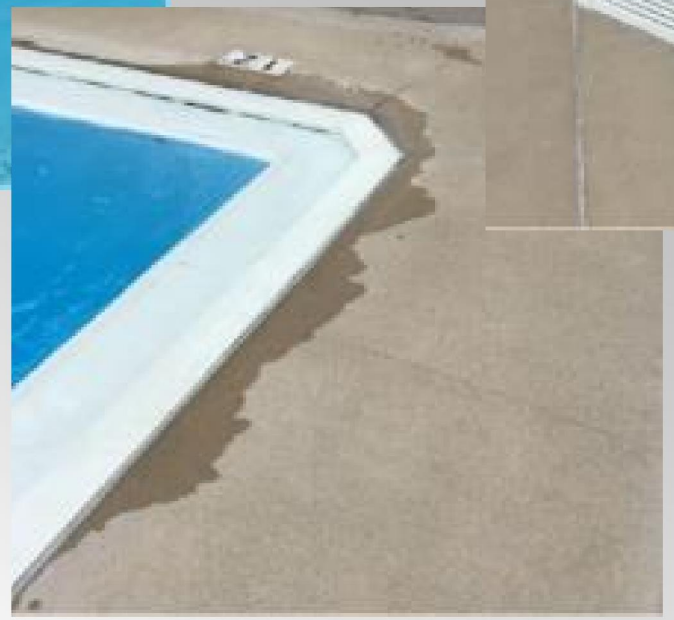






GATES PARK – EXISTING CONDITIONS











PUBLIC INPUT

- SURVEY
- GENERAL PUBLIC INPUT MEETING
- GATES PARK FOCUS GROUP
- MASTER PLAN PROCESS
- 3 EVENING MEETINGS
  - INITIAL AQUATICS MEETING
  - "DREAM" MEETING WITH FOCUS GROUP
  - PRESENTATION OF SKETCH/LAYOUT
- CITY COUNCIL WORK SESSION
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- CITY COUNCIL PUBLIC VOTE TO ADOPT MASTER PLAN – 2/21/22

GATES PARK FOCUS GROUP

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- THERE NEEDS TO BE A TRANSFORMATIONAL INVESTMENT IN THE PARK.
- COMMON ITEMS REQUESTED IN THE PARK…..
  - SHELTERS, BETTER WAYFINDING, IMPROVED TRAILS, REFLECTIVE OF COMMUNITY, PLAYGROUND, GATHERING SPACES, FIELDS, OUTDOOR COURTS, SOME TYPE OF WATER.
  - FOCUS GROUP MEMBERS: *MARVIN SPENCER, ASTOR WILLIAMS, MICKEYE JOHNSON, TIM MOSES, DRE HICKS, DE'CARLOS JOHNSON, FELICIA SMITH-NALLS, WILLIAM MUHAMMAD, JADYN SPENCER WARD 4 COUNCILMAN JEROME AMOS, JR., MAYOR QUENTIN HART.*

SHOULD THE CITY BE IN THE BUSINESS OF AQUATICS?

- THE CITY LEISURE SERVICES DEPARTMENT……
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FUTURE DIRECTION

- THE POPULATION WILL SUPPORT:
  - 1 INDOOR AQUATIC CENTER
  - 1.5 OUTDOOR AQUATIC CENTERS

- GATES PARK SHOULD BE MASTER PLANNED AND A SPRAY PAD BE INCLUDED IN THAT MASTER PLAN.
- BYRNES PARK POOL SHOULD BE REPLACED.

EQUITY QUESTION
GATES PARK VS BYRNES PARK

- BOTH PARKS ARE CONSIDERED WATERLOO'S ANCHOR PARKS WITH MANY FEATURES AND OPPORTUNITIES.
- EACH PARK WILL SEE A NEW INVESTMENT OF APPROXIMATELY $8 MILLION
- USERS FROM THROUGHOUT THE CITY WILL BE SERVED AT BOTH MAJOR PARKS WITH UNIQUE FEATURES AT EACH.
- B*K MASTER PLAN SHOWS THAT WATERLOO DOES NOT NEED 2 OUTDOOR AQUATIC CENTERS.
- LEISURE SERVICES PARTNERSHIP WITH WATERLOO COMMUNITY SCHOOLS MAKES LEARN TO SWIM PROGRAMS AVAILABLE TO 5TH-8TH GRADE STUDENTS THROUGHOUT WATERLOO.
- GATES PARK FOCUS GROUP HAS ENDORSED AMENITIES OUTLINED IN MASTER PLAN.
- LEISURE SERVICES IS PARTNERING WITH MET TRANSIT FOR A SHUTTLE OR TROLLEY PROGRAM TO CONNECT BOTH PARKS.

GATES PARK MASTER PLANNING

RITLAND+KUIPER
LANDSCAPE ARCHITECTS

MARK KUIPER, RITLAND+KUIPER LANDSCAPE ARCHITECTS

SPRAY PAD – GATES PARK

- MARK'S PARK IN DOWNTOWN WATERLOO - EXTREMELY POPULAR, OFTEN OVER-CROWDED



- SPRAY PADS FILL EQUITY GAPS IN COMMUNITIES WITH:
  - EXPANDED HOURS (MID-MORNING TO SUNSET)
  - EXPANDED OPERATING SEASON (EARLY MAY-OCTOBER 1)
  - FREE TO ACCESS



















Gates Park Improvements

North End Concept


PARKING (64 STALLS)
64 STALLS

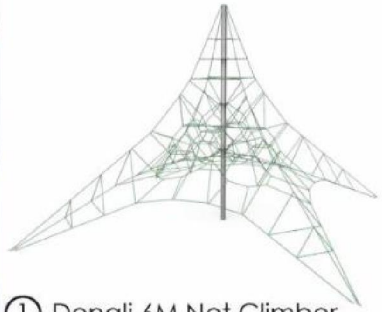

RITLAND+KUIPER
LANDSCAPE ARCHITECTS


RITLAND+KUIPER
LANDSCAPE ARCHITECTS


FENCE
INCLUSIVE PLAYGROUND
PICNIC SHELTER
MILDRED AVENUE
FAMILY RESTROOMS & MECHANICAL ROOM
SPRAY PAD
EXISTING SHELTER WITH WALL ENCLOSURE & SIGNAGE
ENTRANCE PLAZA


RITLAND+KUIPER
LANDSCAPE ARCHITECTS





① Denali 6M Net Climber



② 5-Bay Variety Swings for All





③ Cruise Line



④ Custom Play Structure



⑤ Unity Dome Climber



⑨ Unity Teeter



⑥ NEOS 360 Accessible



⑦ Accessible Whirl

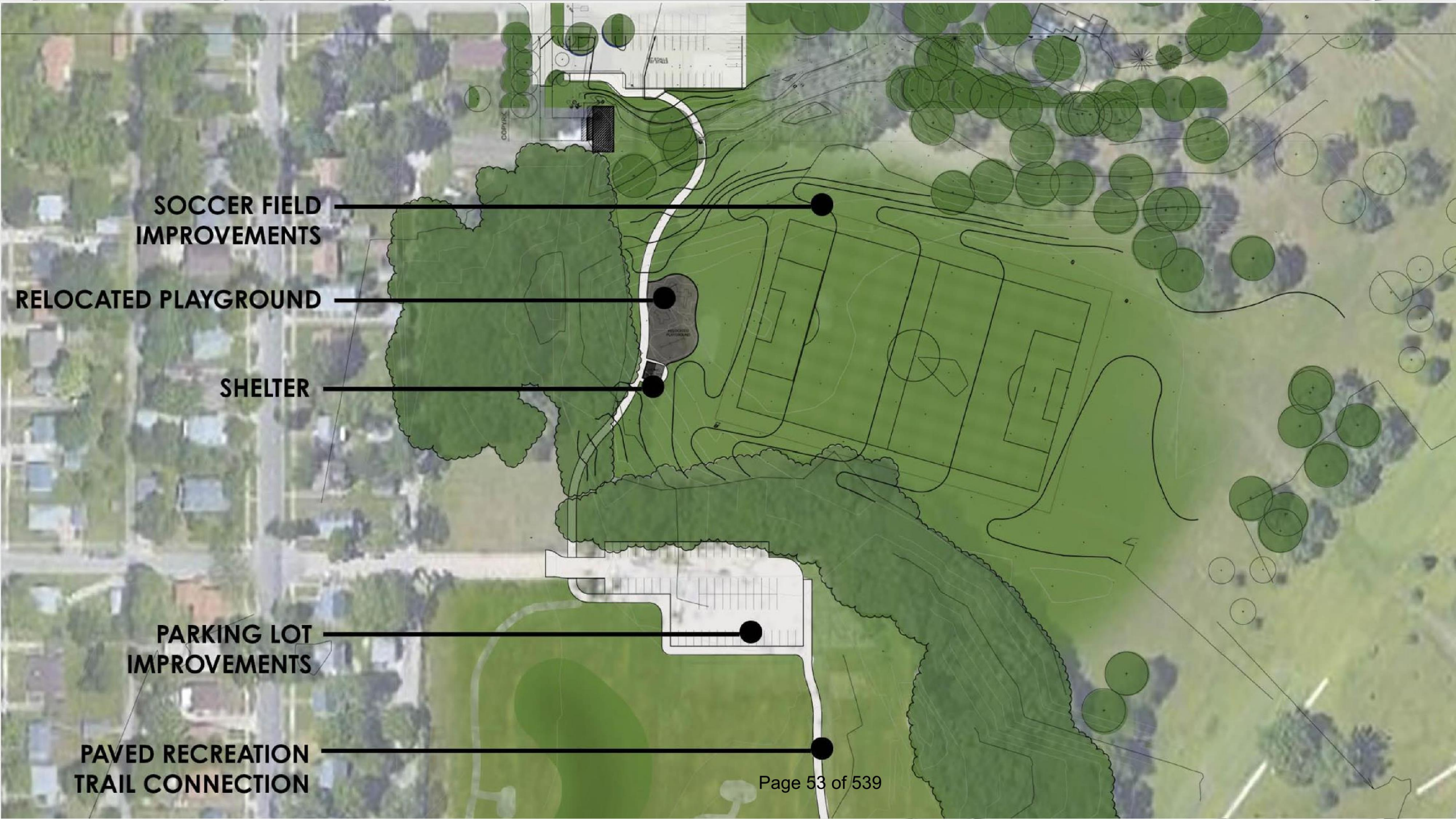


⑧ Bambino Playville Play Structure

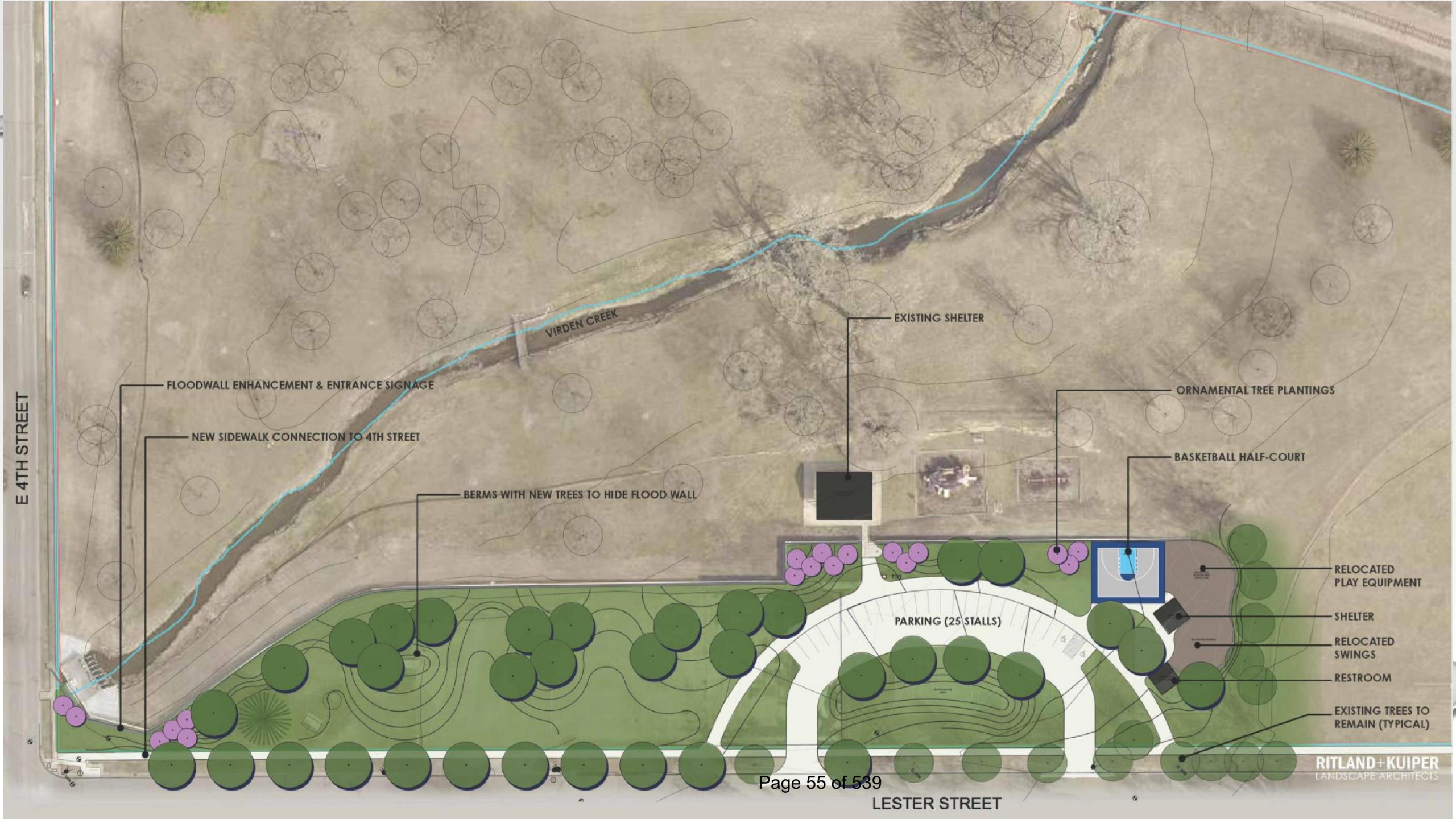


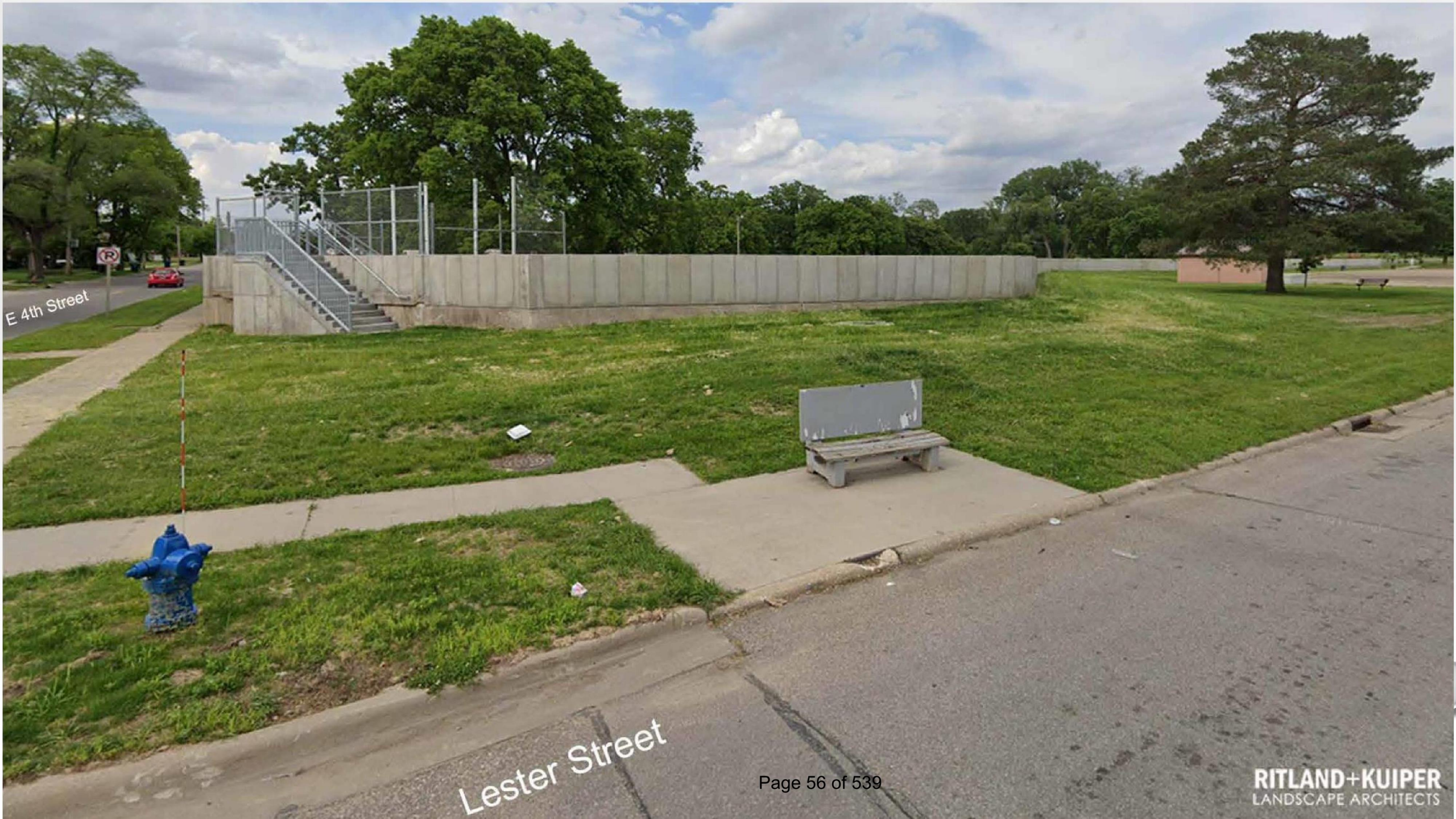
⑩ Play Tunnel


SOCCER FIELD IMPROVEMENTS
RELOCATED PLAYGROUND
SHELTER
PARKING LOT IMPROVEMENTS
PAVED RECREATION TRAIL CONNECTION
SCULPTED EARTHWORK MOUNDS WITH PRAIRIE PLANTINGS (TYPICAL)
POTENTIAL SCULPTURE LOCATIONS (TYPICAL)
MOWED PATHWAYS THROUGH PRAIRIE (TYPICAL)

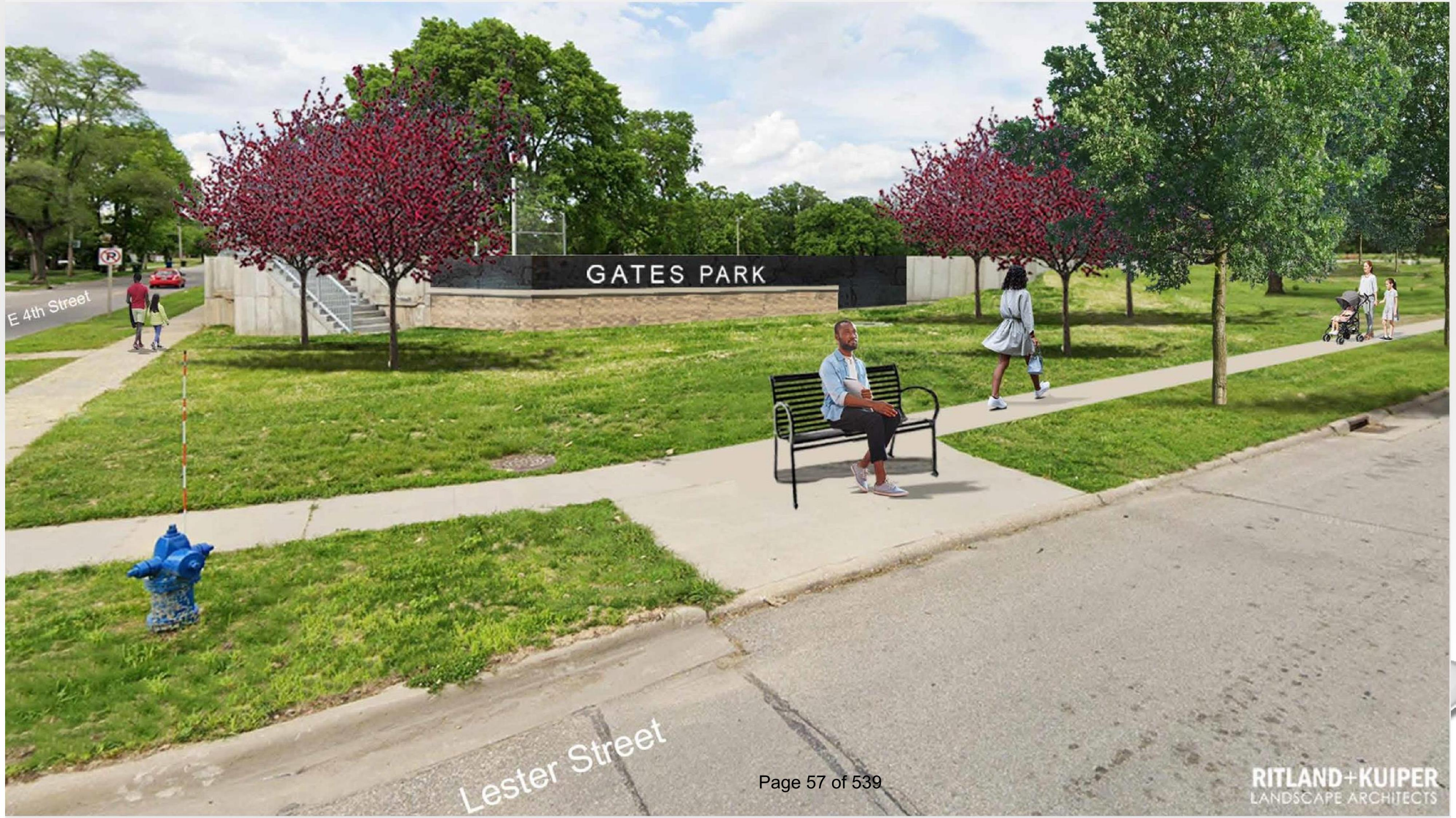

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MOWED PATHWAYS THROUGH PRAIRIE (TYPICAL)


E 4TH STREET
VIRDEN CREEK
EXISTING SHELTER
FLOODWALL ENHANCEMENT & ENTRANCE SIGNAGE
NEW SIDEWALK CONNECTION TO 4TH STREET
BERMS WITH NEW TREES TO HIDE FLOOD WALL
ORNAMENTAL TREE PLANTINGS
BASKETBALL HALF-COURT
RELOCATED PLAY EQUIPMENT
PARKING (25 STALLS)
SHELTER
RELOCATED SWINGS
RESTROOM
EXISTING TREES TO REMAIN (TYPICAL)
RITLAND+KUIPER
LANDSCAPE ARCHITECTS
LESTER STREET



RITLAND+KUIPER
LANDSCAPE ARCHITECTS


GATES PARK
E 4th Street
Lester Street
RITLAND+KUIPER
LANDSCAPE ARCHITECTS

BYRNES PARK POOL

- 6-LANE, 25Y LAP POOL
- NEW BATH HOUSE & CONCESSIONS
- SLIDE TOWER
- ZERO DEPTH ENTRY PLAY POOL
- REPLACE FILTRATION & WATER TREATMENT FACILITIES



QUESTIONS & DISCUSSION

















WTI
WATER TECHNOLOGY INC.

BALLARD*KING
& ASSOCIATES LTD

RITLAND+KUIPER
LANDSCAPE ARCHITECTS

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 6/6/2022
Prepared: 5/23/2022

ATTACHMENTS:

Description	Type
Gates-Byrnes project budget	Cover Memo
Gates-Byrnes presentation	Cover Memo

SUBJECT:	Resolution approving the submission of RJ McElroy Trust Grant Application, in the amount of $1 million, for 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 City Council Work Session.
Neighborhood Impact:	This project will have a large positive impact on neighborhoods surrounding Gates and Byrnes Parks.
Data/Analysis and Strategies:	Ballard King and Associates have done a comprehensive analysis of demographics and service areas for Gates and Byrnes Parks as part of their Aquatics Master Plan.

Project Budget Summary for Transforming Gates and Byrnes Parks

Estimated Project Costs

Gates Park Master Plan (Ritland + Kuiper Landscape Architect's cost opinion total)

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Byrnes Park (cost opinion total from Ballard King and Associates Aquatics Master Plan)

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Total Estimated Project Cost = $15,991,315*

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Other Local Funder Grants (Schoitz Foundation, McElroy Trust, Van G. Miller Trust, Guernsey Foundation, Young Family Foundation, Cedar Valley Monarch Zones, Leighty Foundation, etc.)

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Federal and State Grants (REAP, CAT, CDBG, Cares Act etc.)

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TRANSFORMING GATES AND BYRNES PARKS

PRESENTED MAY, 2022



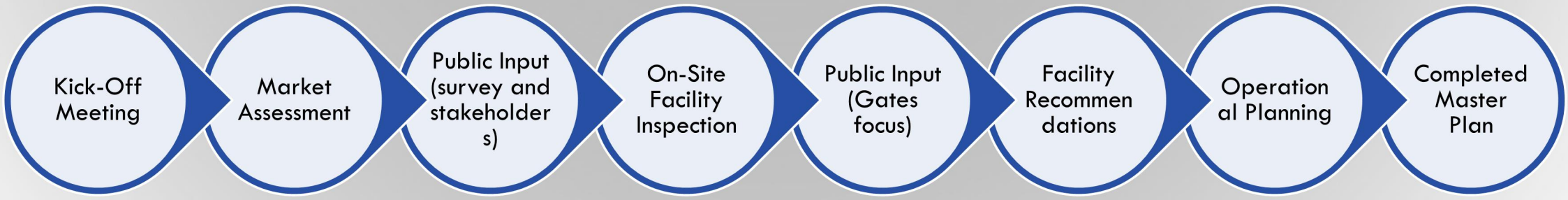






THE AQUATICS MASTER PLAN PROCESS

BALLARD*KING AND ASSOCIATES, RECREATION PLANNERS



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WTI
WATER TECHNOLOGY INC.

BYRNES PARK – EXISTING CONDITIONS

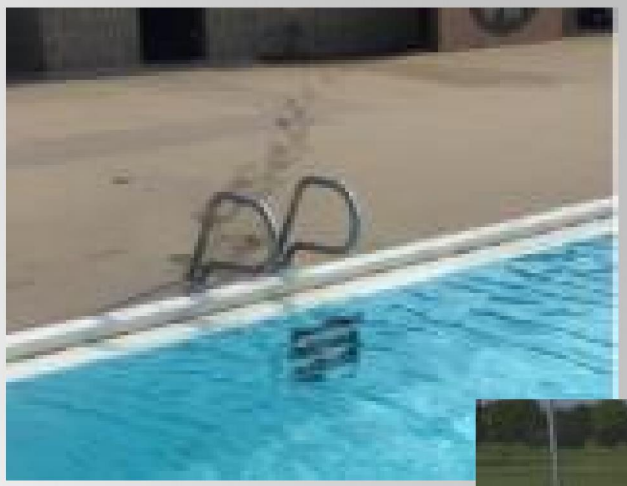






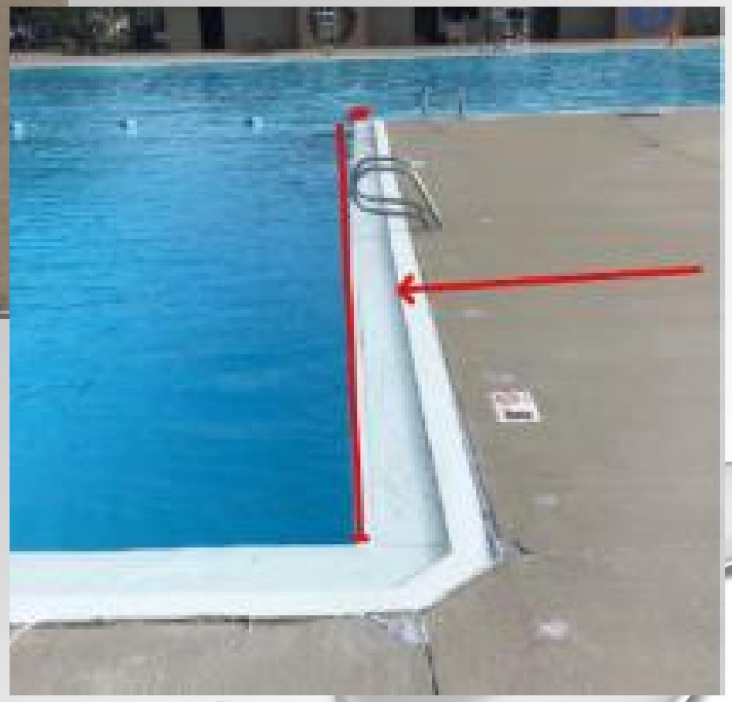


BYRNES PARK – EXISTING CONDITIONS









BYRNES POOL- LOST SEASON 2019



GATES PARK – EXISTING CONDITIONS

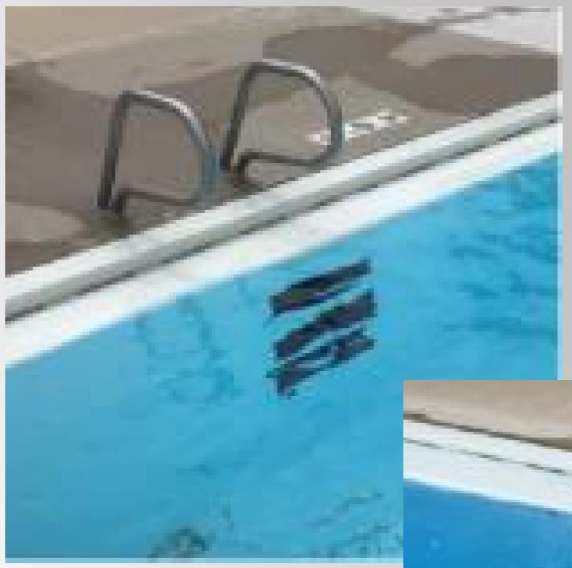


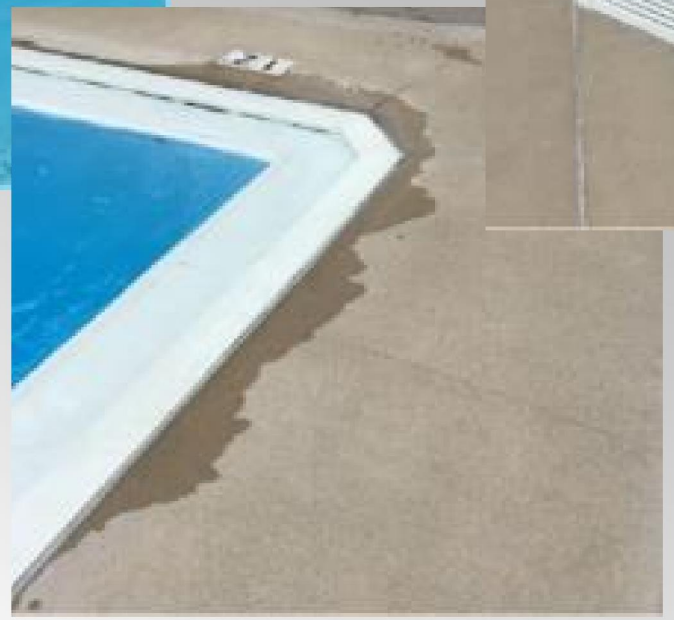






GATES PARK – EXISTING CONDITIONS











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- GATES PARK SHOULD BE MASTER PLANNED AND A SPRAY PAD BE INCLUDED IN THAT MASTER PLAN.
- BYRNES PARK POOL SHOULD BE REPLACED.

EQUITY QUESTION
GATES PARK VS BYRNES PARK

- BOTH PARKS ARE CONSIDERED WATERLOO'S ANCHOR PARKS WITH MANY FEATURES AND OPPORTUNITIES.
- EACH PARK WILL SEE A NEW INVESTMENT OF APPROXIMATELY $8 MILLION
- USERS FROM THROUGHOUT THE CITY WILL BE SERVED AT BOTH MAJOR PARKS WITH UNIQUE FEATURES AT EACH.
- B*K MASTER PLAN SHOWS THAT WATERLOO DOES NOT NEED 2 OUTDOOR AQUATIC CENTERS.
- LEISURE SERVICES PARTNERSHIP WITH WATERLOO COMMUNITY SCHOOLS MAKES LEARN TO SWIM PROGRAMS AVAILABLE TO 5TH-8TH GRADE STUDENTS THROUGHOUT WATERLOO.
- GATES PARK FOCUS GROUP HAS ENDORSED AMENITIES OUTLINED IN MASTER PLAN.
- LEISURE SERVICES IS PARTNERING WITH MET TRANSIT FOR A SHUTTLE OR TROLLEY PROGRAM TO CONNECT BOTH PARKS.

GATES PARK MASTER PLANNING

RITLAND+KUIPER
LANDSCAPE ARCHITECTS

MARK KUIPER, RITLAND+KUIPER LANDSCAPE ARCHITECTS

SPRAY PAD – GATES PARK

- MARK'S PARK IN DOWNTOWN WATERLOO - EXTREMELY POPULAR, OFTEN OVER-CROWDED



- SPRAY PADS FILL EQUITY GAPS IN COMMUNITIES WITH:
  - EXPANDED HOURS (MID-MORNING TO SUNSET)
  - EXPANDED OPERATING SEASON (EARLY MAY-OCTOBER 1)
  - FREE TO ACCESS



















Gates Park Improvements

North End Concept


PARKING (64 STALLS)
64 STALLS

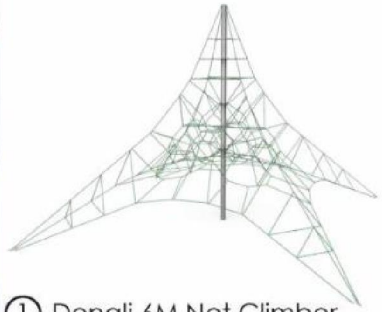

RITLAND+KUIPER
LANDSCAPE ARCHITECTS


RITLAND+KUIPER
LANDSCAPE ARCHITECTS


FENCE
INCLUSIVE PLAYGROUND
PICNIC SHELTER
MILDRED AVENUE
FAMILY RESTROOMS & MECHANICAL ROOM
SPRAY PAD
EXISTING SHELTER WITH WALL ENCLOSURE & SIGNAGE
ENTRANCE PLAZA


RITLAND+KUIPER
LANDSCAPE ARCHITECTS





① Denali 6M Net Climber



② 5-Bay Variety Swings for All





③ Cruise Line



④ Custom Play Structure



⑤ Unity Dome Climber



⑨ Unity Teeter



⑥ NEOS 360 Accessible



⑧ Bambino Playville Play Structure

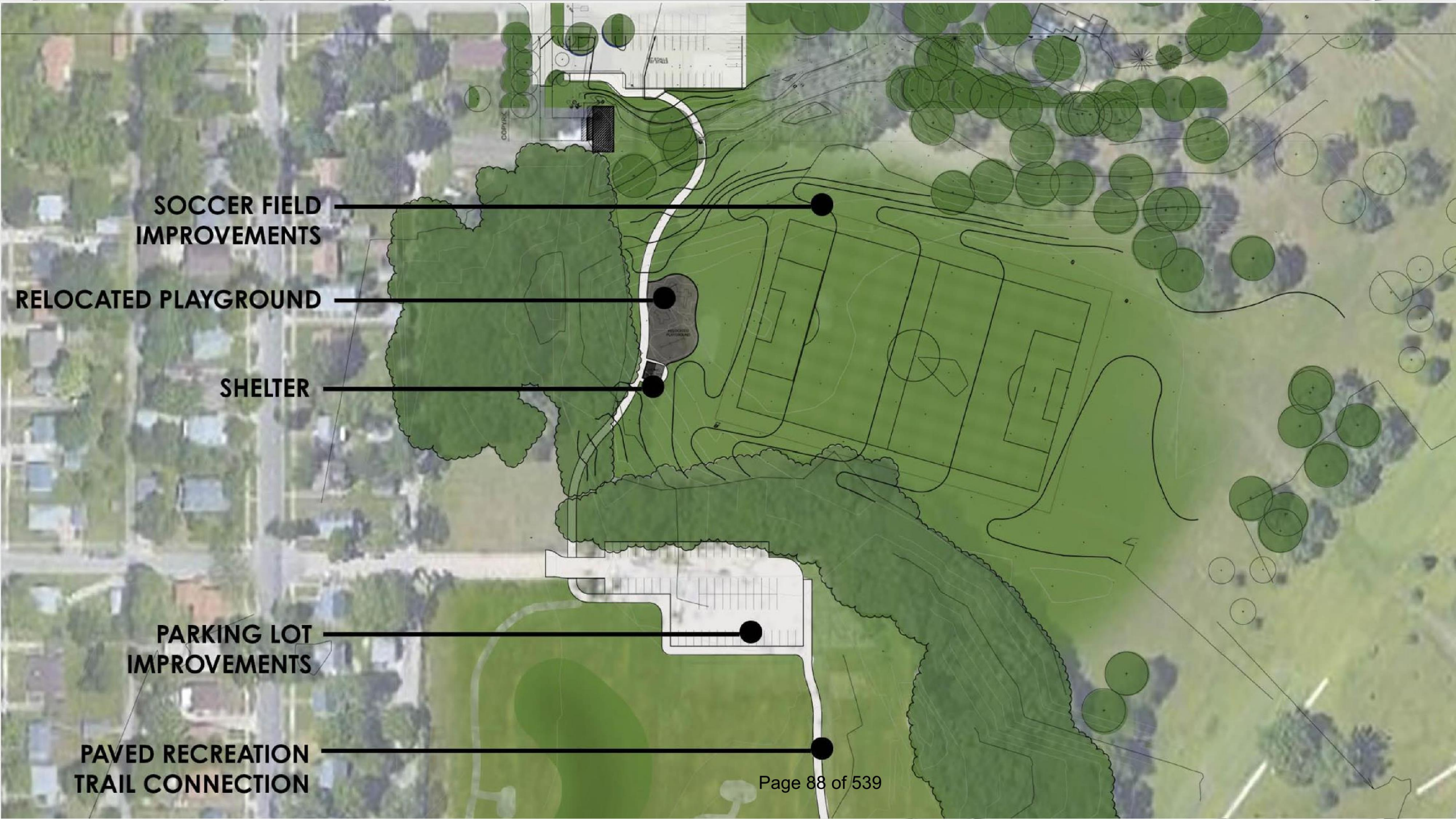


⑩ Play Tunnel

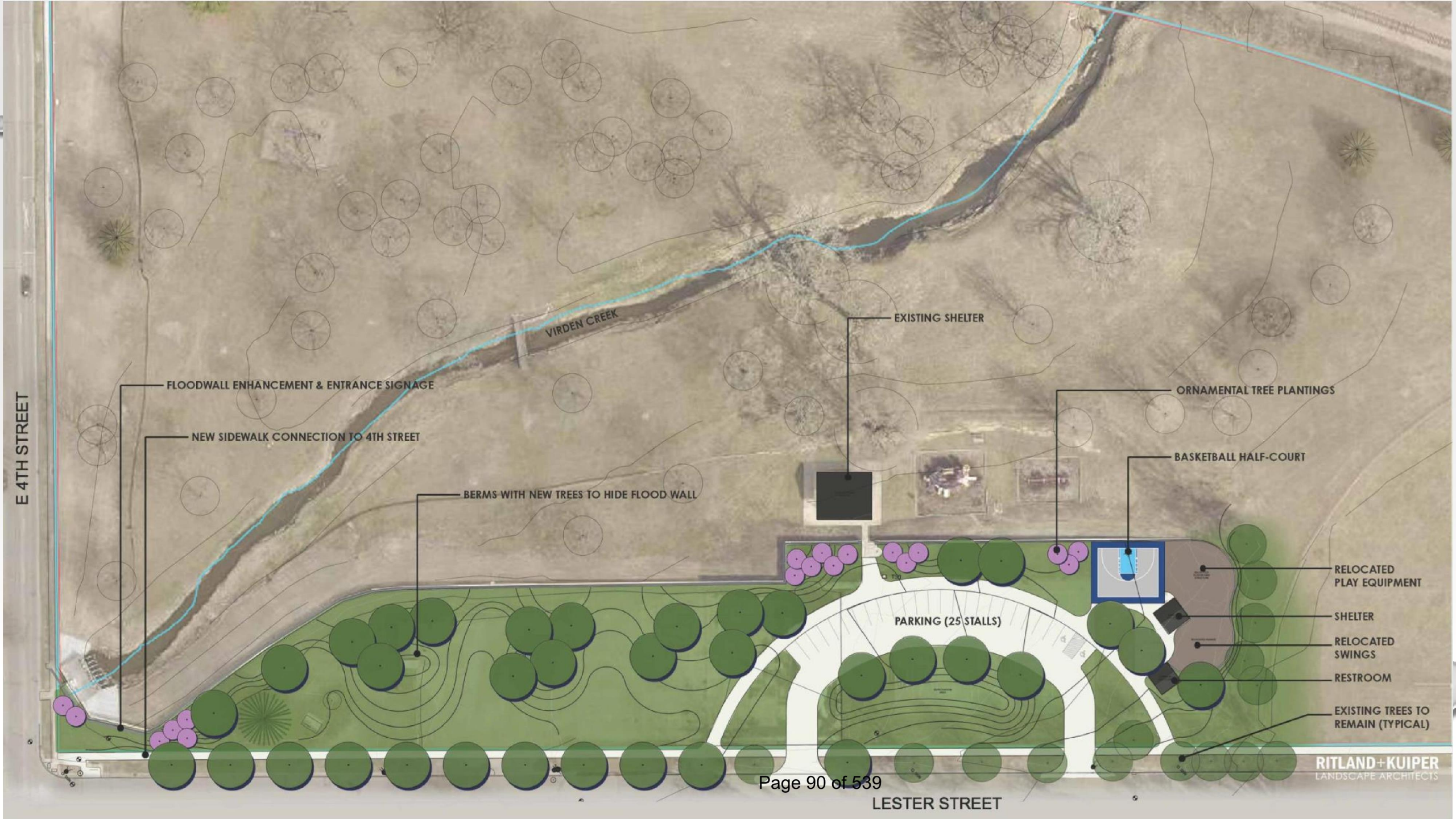


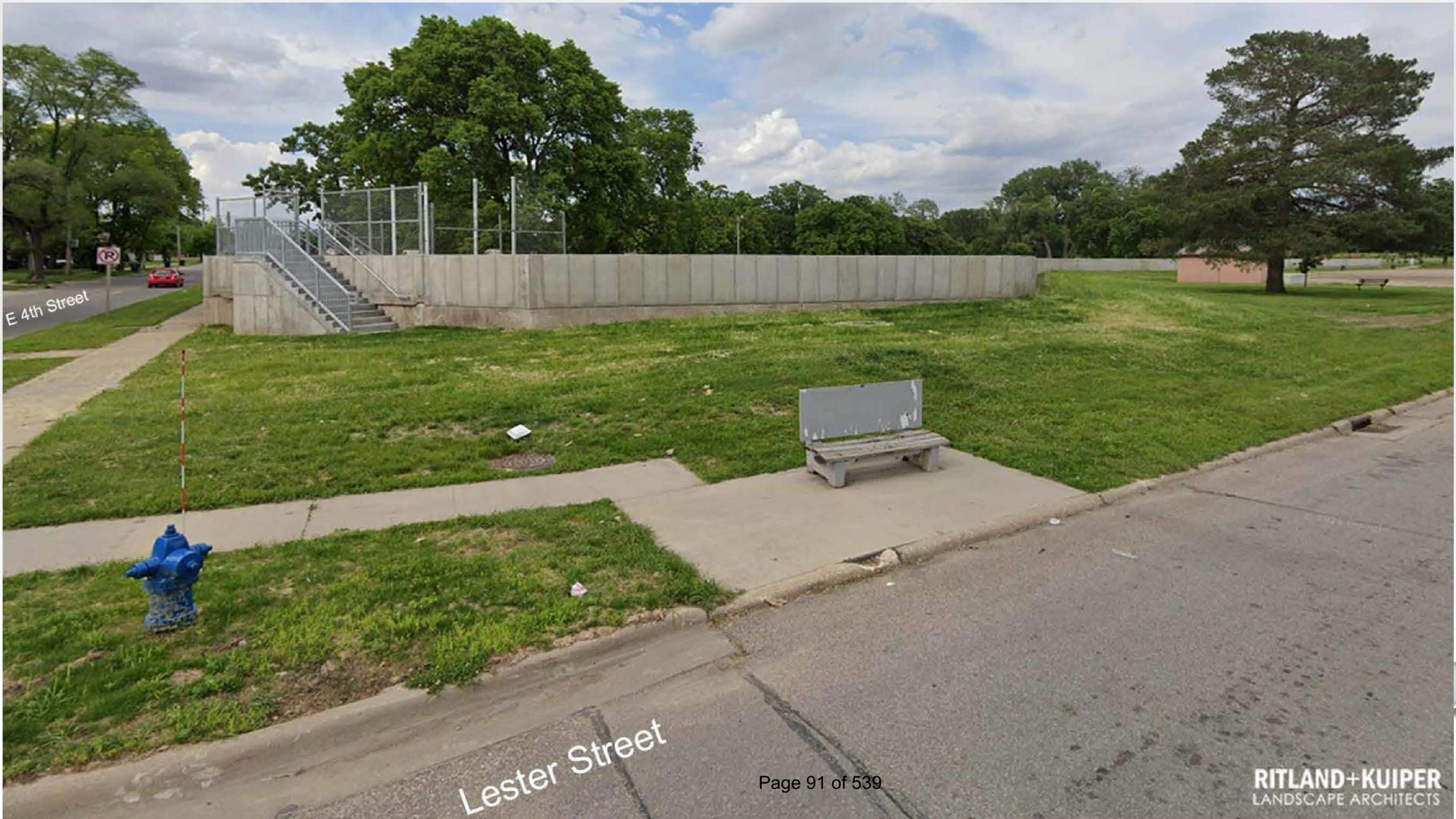
⑦ Accessible Whirl


SOCCER FIELD IMPROVEMENTS
RELOCATED PLAYGROUND
SHELTER
PARKING LOT IMPROVEMENTS
PAVED RECREATION TRAIL CONNECTION
SCULPTED EARTHWORK MOUNDS WITH PRAIRIE PLANTINGS (TYPICAL)
POTENTIAL SCULPTURE LOCATIONS (TYPICAL)
MOWED PATHWAYS THROUGH PRAIRIE (TYPICAL)

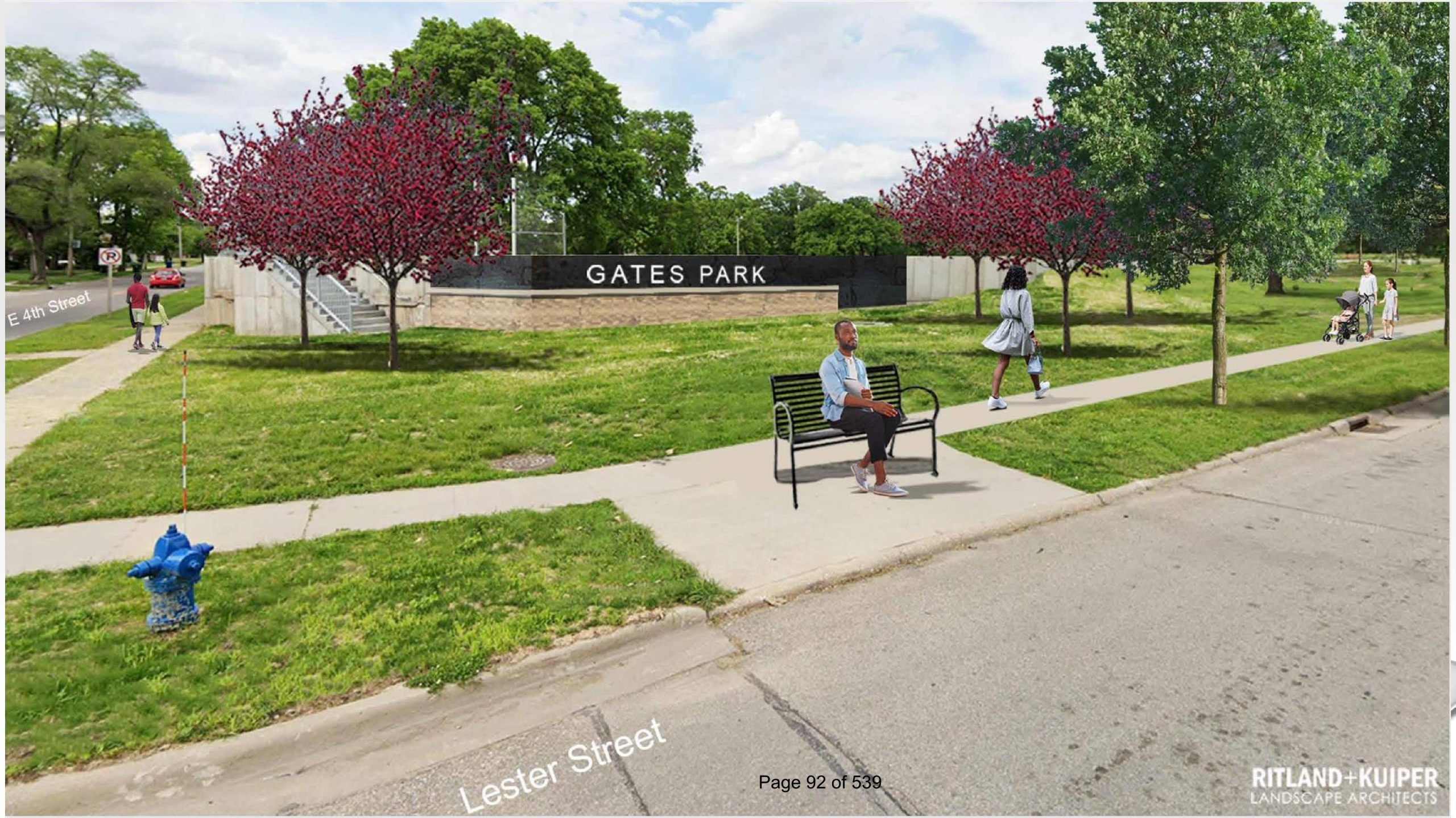

SOCCER FIELD IMPROVEMENTS
RELOCATED PLAYGROUND
SHELTER
PARKING LOT IMPROVEMENTS
PAVED RECREATION TRAIL CONNECTION


PARKING LOT IMPROVEMENTS
PAVED RECREATION TRAIL CONNECTION
SCULPTED EARTHWORK MOUNDS WITH PRAIRIE PLANTINGS (TYPICAL)
POTENTIAL SCULPTURE LOCATIONS (TYPICAL)
MOWED PATHWAYS THROUGH PRAIRIE (TYPICAL)


E 4TH STREET
VIRDEN CREEK
EXISTING SHELTER
FLOODWALL ENHANCEMENT & ENTRANCE SIGNAGE
NEW SIDEWALK CONNECTION TO 4TH STREET
BERMS WITH NEW TREES TO HIDE FLOOD WALL
ORNAMENTAL TREE PLANTINGS
BASKETBALL HALF-COURT
RELOCATED PLAY EQUIPMENT
PARKING (25 STALLS)
SHELTER
RELOCATED SWINGS
RESTROOM
EXISTING TREES TO REMAIN (TYPICAL)
RITLAND+KUIPER
LANDSCAPE ARCHITECTS
LESTER STREET



RITLAND+KUIPER
LANDSCAPE ARCHITECTS


GATES PARK
E 4th Street
Lester Street
RITLAND+KUIPER
LANDSCAPE ARCHITECTS

BYRNES PARK POOL

- 6-LANE, 25Y LAP POOL
- NEW BATH HOUSE & CONCESSIONS
- SLIDE TOWER
- ZERO DEPTH ENTRY PLAY POOL
- REPLACE FILTRATION & WATER TREATMENT FACILITIES



QUESTIONS & DISCUSSION

















WTI
WATER TECHNOLOGY INC.

BALLARD*KING
& ASSOCIATES LTD

RITLAND+KUIPER
LANDSCAPE ARCHITECTS

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/6/2022
Prepared: 4/21/2022

ATTACHMENTS:

	Description	Type
	FY2023 Allocations and Reprogrammed Funds	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Rudy D. Jones, Community Development Director
Recommended Action:	We request authorization to set the date for the public hearing on Monday June 20, 2022 to review recommendations and funds that have been reprogrammed set forth by the Community Development Board. Additional information is available at the Community Development Office.
Summary Statement:	A 30-day comment period was held from May 1 thru May 31, 2022. Any comments received will be added to the FY 23 Annual Action Plan.

Expenditure Required/Source of Community Development Block Grant Funds and HOME Program Funds Funds:

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**	

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/6/2022
Prepared: 5/18/2022

ATTACHMENTS:

	Description	Type
	AECOM recomendation	Backup Material
	Maintenance Bond	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Brian Bowman, Treatment Operations Supervisor
Recommended Action:	Approve release of retainage

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

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

April 19, 2022

Mr. Randy Bennett
Waste Management Services Department
3505 Easton Avenue
Waterloo, Iowa 50702

Subject: **Satellite Wet Well Rehabilitation**
City of Waterloo, Iowa
City Contract No. 907
AECOM #60488465

Dear Mr. Bennett:

Attached is Pay Estimate No. 15 submitted by WRH, Inc., for the Satellite Wet Well Rehabilitation project. This Pay Estimate covers the work completed from November 30, 2021 to March 31, 2022. Also attached is the Final Quantity Adjustment (Change Order No. 11).

AECOM has reviewed this pay estimate, and we recommend the City of Waterloo pay WRH, Inc., for Pay Estimate No. 15 in the amount of $42,367.15.

The construction work for this project is now complete. The Contractor still needs to provide the Maintenance Bond. Once the Bond is received and approved, the final pay estimate to release retainage in the amount of $88,612.20 (attached) can be paid to WRH, per the requirements of the contract.

Yours sincerely,



Ross A. Hillsman, PE

Attachment: As Noted

Z:\Waterloo-USWAT1\Legacy\Projects\60488465\600_Construction_Support\660_Pay Applications\Pay Estimate #15 ReconCO RelRetnge\2022.04.04_MemoPA15_WRH.docx

MAINTENANCE BOND

Bond No. IAC588161

KNOW ALL MEN BY THESE PRESENTS:

That, WRH, Inc of Amana, Iowa as Principal, and the Merchants Bonding Company (Mutual) as Surety, are held and firmly bound unto City of Waterloo, Iowa in the penal sum of Two Million One Hundred Seventy-two Thousand Two Hundred Forty-four And No/100 ($ $2,172,244.00) Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal entered into a certain contract, with City of Waterloo, Iowa To furnish all the material and labor necessary for the construction of Satellite Wet Well Rehabilitation, Contract No. 907, City of Waterloo, Iowa in Waterloo, Iowa In conformity with certain specifications; and

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

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

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

In Witness whereof, we have hereunto set our hands and seals this 17th day of May, 2022.

WRH, Inc
Principal
By: BRUCE MARX VICE PRESIDENT

Merchants Bonding Company (Mutual)
Surety
By: Stacy Venn
Attorney-in-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of February , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 14th day of February 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

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

Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this **17th** day of **May** , **2022** .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

CITY OF WATERLOO

Council Communication

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.

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

ATTACHMENTS:

Description	Type
Zoning Amendment (miscellaneious) 05-10-22	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Aric Schroeder, City Planner
Recommended Action:	Approval of the resolution setting a date of public hearing.
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 run-off, 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

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/6/2022
Prepared: 5/24/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
	Transmitted is a request to set the 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. The applicant 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.
Summary Statement:	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.

Neighborhood Impact:	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. 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
Legal Descriptions:	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 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:

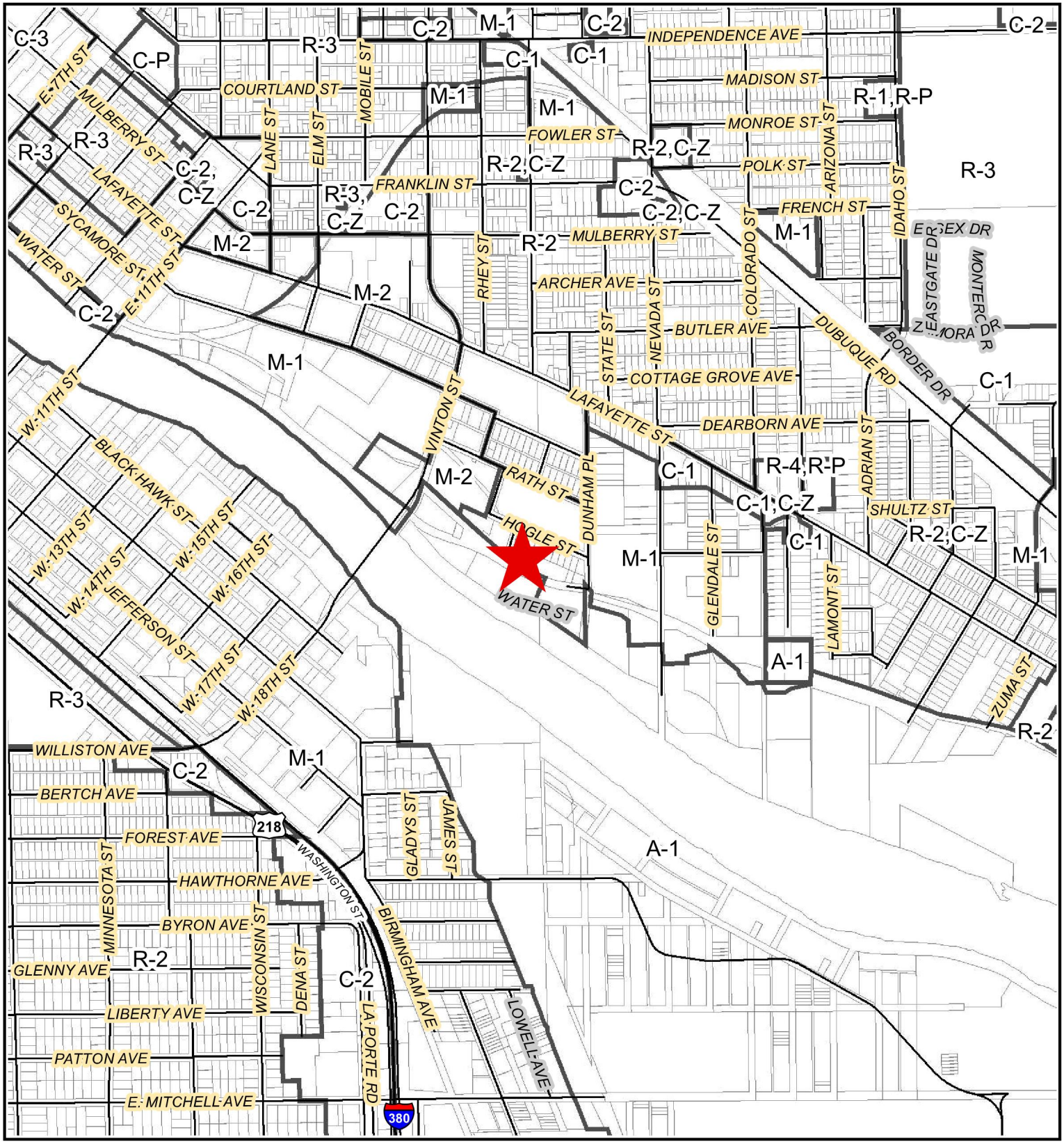
There would be no platting required in relation to the request.

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



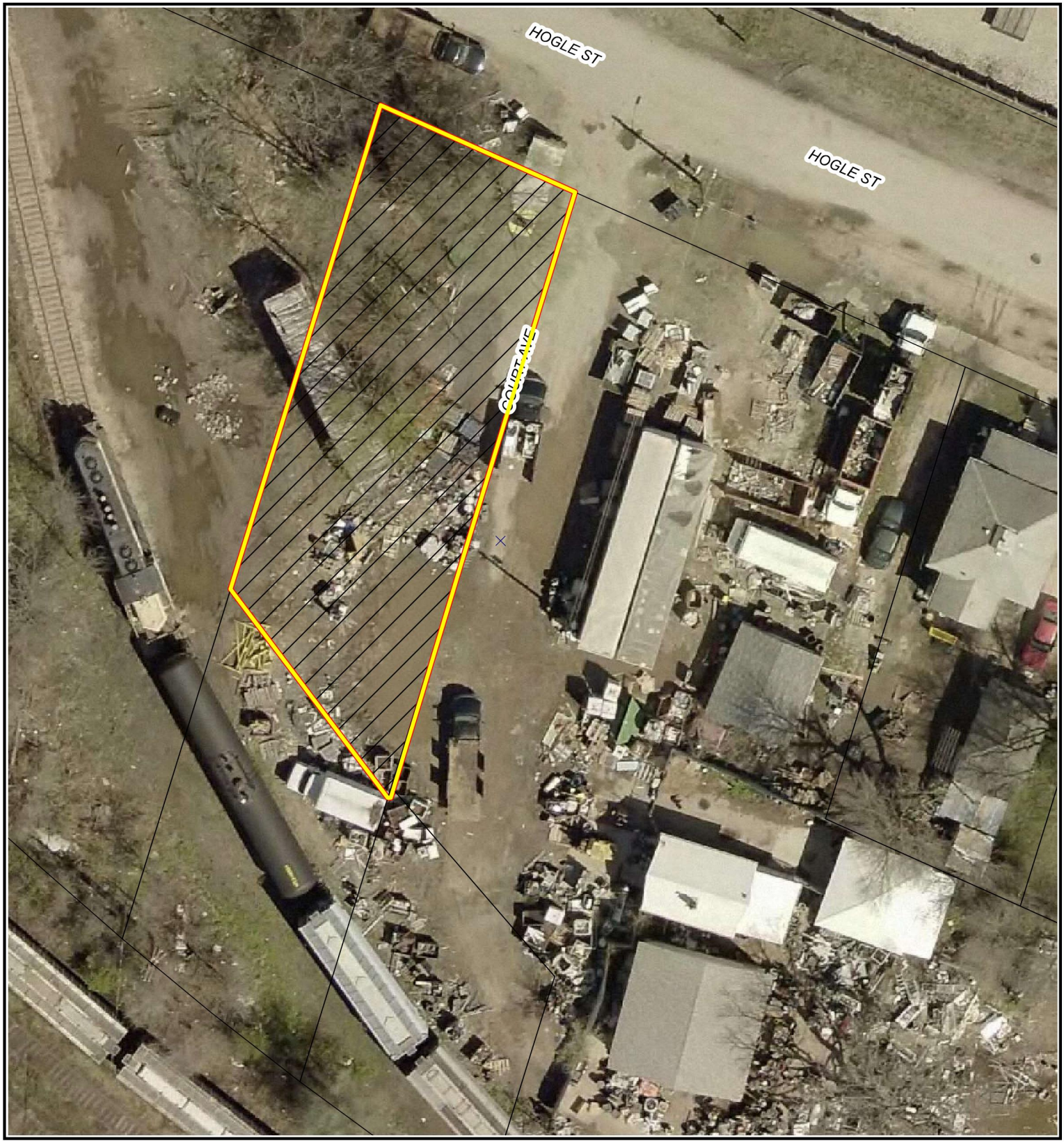


1,000 500 0 1,000 Feet

Waterloo Iowa

Court Avenue south of Hogle Street
Vacate
City of Waterloo

City of Waterloo Planning, Programming and Zoning Commission
May 10, 2022



N
W E
S

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 Entire Area: 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

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 (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, and authorize the City Clerk to publish notice.

City Council Meeting: 6/6/2022
Prepared: 5/24/2022

ATTACHMENTS:

	Description	Type
	Development Agreement	Backup Material
	plat	Backup Material

SUBJECT:	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 (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, and authorize the City Clerk to publish notice.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	The City is finishing up 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.
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
	Not to exceed $2,500 for Closing
Expenditure Required/Source of Funds:	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 _____, 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 East Waterloo Area Urban Renewal and Redevelopment Plan Area, formerly known as the Airport Area Development Plan area (the "Urban Renewal Area").

B. Company is willing and able to finance and construct buildings and related improvements on property located in the Urban Renewal 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 $550,000.00 (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 $550,000.00.

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 _____, 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 _____, 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 $550,000.00 (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

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 _____, 2022, by Jonathan Voigt as Managing Member of Airline Storage, L.L.C.

_____
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, building and equipment upon completion of the development shall not be less than Five Hundred Fifty Thousand Dollars ($550,000.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

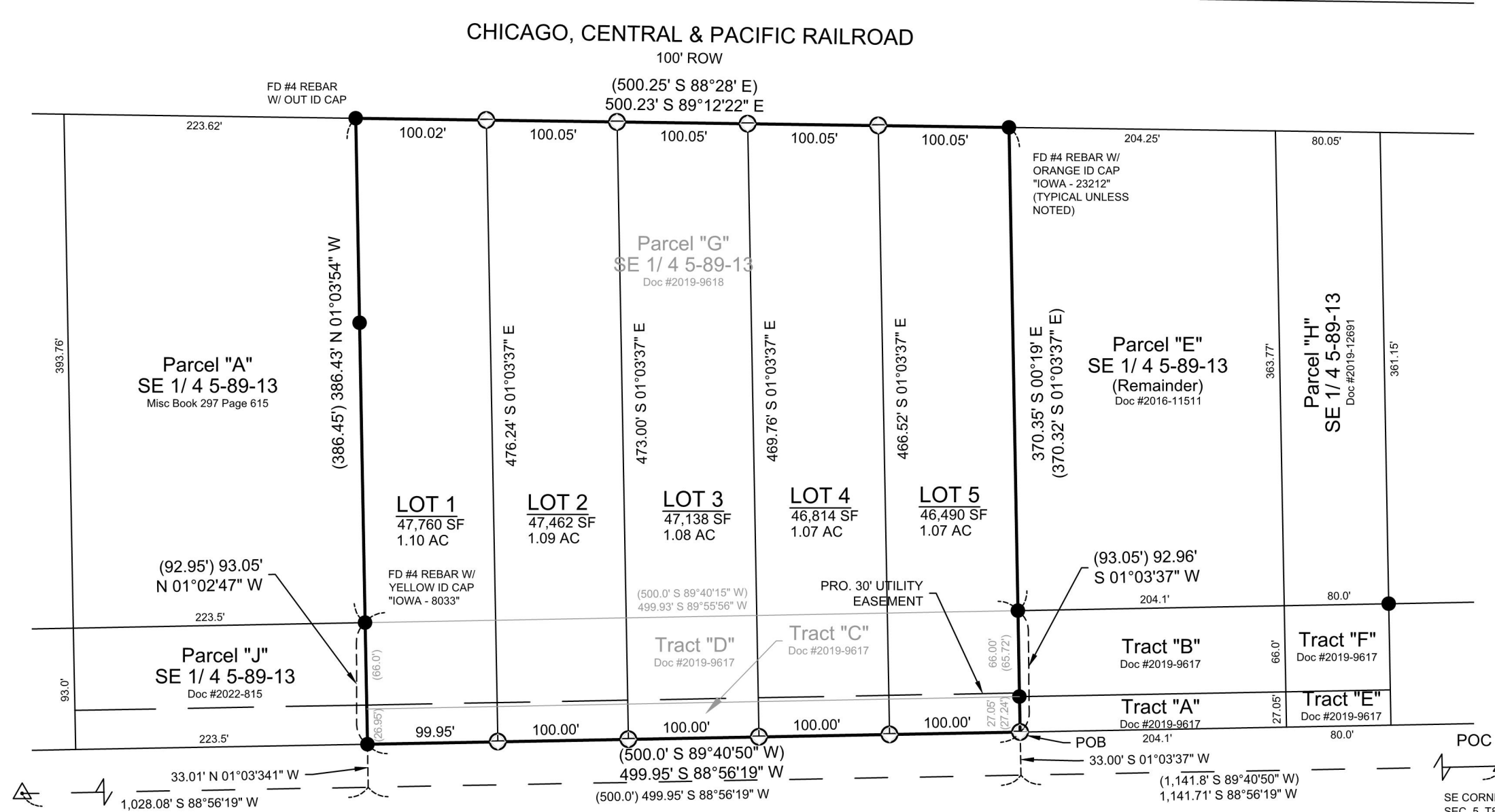
_____
Assessor for Black Hawk County, Iowa

_____
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


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

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.

City Council Meeting: 6/6/2022
Prepared: 5/23/2022

ATTACHMENTS:

	Description	Type
	State Bid	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager
Recommended Action:	Approve Resolution
Summary Statement:	The State Bid is saving $11,518.00 on each vehicle from the MSRP - of $51,900.00. An annual purchase of vehicles for PD and Planning.
Expenditure Required/Source of Funds:	420-11-1100-2117, 421-11-1100-2117 & 422-11-1100-2117 for PD 421-08-5700-2117 & 422-08-5700-2117 for Planning

Karl Auto Group
Dennis Rudolph - Government Fleet Accounts | 515-299-4409 | d.rudolph@karlchevrolet.com

Vehicle: [Fleet] 2022 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Quote Worksheet

	MSRP
Base Price	$51,900.00
Dest Charge	$1,695.00
Total Options	($4,369.00)
Subtotal	**$49,226.00**
Govt and Karl Discount	($8,435.00)
Subtotal Pre-Tax Adjustments	**($8,435.00)**
Less Customer Discount	($409.00)
Subtotal Discount	**($409.00)**
Trade-In	$0.00
Subtotal Trade-In	**$0.00**
Taxable Price	**$40,382.00**
Sales Tax	$0.00
Subtotal Taxes	**$0.00**
Subtotal Post-Tax Adjustments	**$0.00**
Total Sales Price	**$40,382.00**

Comments:

Government Agencies are allowed 20 days from date of delivery for balance to be paid in full. There will be a $5.00 per calendar day after 20 days assessed to the account until payment received in full by Karl Chevrolet. By signing below you accept these terms as well as the quote in general.

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 16334. Data Updated: Apr 25, 2022 2:40:00 AM PDT.

State of Iowa, DOT, and Regents - 2022/23 Model Year Vehicle Contract Catalog

The 'Contract #' is hyperlinked to a PDF showing vehicle pricing and vehicle specifications.
The 'Dealer' name is hyperlinked to create an email to the dealers representative for the State of Iowa Contract.

State of Iowa Executive Branch Agencies: All vehicle purchases must be made through the Department of Administrative Services, Central Procurement Fleet Services Enterprise, pursuant to Iowa Code Chapter 8A.362.4.a.

State Vehicle Contract numbers can only be used to purchase vehicles through the Contracted Dealers below.

Other governmental entities may use these contracts for purchasing vehicles. When the Final Bid Price includes additional options not included in the base vehicle specifications, those additional options may be removed from the Final Bid Price and other additional options may be added to the Final Bid Price to allow entities to build the vehicle to meet their needs. The base vehicle specifications shall not be revised.

Law Enforcement - Police Vehicles (PPV series) - Pursuit Rated

Group #	Contract/ Proposal #	Vehicle Specifications	2022 Order Cutoff Date	Vehicle Model Year	Contract Expire Date	Make	Model	Size	Description	Body Code	E85 Base Engine	Alt. Engine Available	Dealer	Price	Dept.
Group A 1.1	22080	Group A 1.1	CLOSED	2022	10/14/23	Dodge	Charger	Full Size	Rear Wheel Drive, Four Door Police Pursuit Sedan with 5.7 L Hemi	LDDE48	No	No	Stew Hansens	$24,899.00	DAS
Group A 1.2	22080	Group A 1.2	CLOSED	2022	10/14/23	Dodge	Charger	Full Size	All Wheel Drive, Four Door Police Pursuit Sedan with 3.3L V6	LDEE48	No	No	Stew Hansens	$26,999.00	DAS
Group B 2.1	22082	Group B 2.1	OPEN	2022	10/14/23	Ford	Interceptor Utility	Medium	All Wheel Drive, Four Door Police Pursuit SUV with 3.3L V6	K8A	No	3.0 V6 Ecoboost 3.3 V6 Hybrid	Stiver's Ford	$31,747.00	DAS
Group B 2.2	22084	Group B 2.2	OPEN	2022	10/14/23	Ford	Interceptor Utility	Medium	All Wheel Drive, Four Door Police Pursuit SUV with 3.0L V6 Eco Boost	K8A	No	No	Dewey Ford	$37,714.00	UI
Group B 2.3	22082	Group B 2.3	OPEN	2022	10/14/23	Ford	Interceptor Utility	Medium	All Wheel Drive, Four Door Police Pursuit SUV with V8 Engine	K8A	No	3.0 V6 Ecoboost 3.3 V6 Hybrid	Stiver's Ford	$33,712.00	UI
Group C 3.1	22080	Group C 3.1	CLOSED	2022	10/14/23	Dodge	Durango	Full Size	All Wheel Drive, Four Door Police Pursuit SUV with 3.6 L Pentastar V6 Engine, 6,200 Towing Capacity	WDEE75	No	No	Stew Hansens	$30,229.00	DAS
Group C 3.2	22080	Group C 3.2	CLOSED	2022	10/14/23	Dodge	Durango	Full Size	All Wheel Drive, Four Door Police Pursuit SUV with 5.7 L Hemi V8 Engine, 7,200 Towing Capacity	WDEE75	No	No	Stew Hansens	$32,913.00	DAS
Group E 5.1	22082	Group E 5.1	CLOSED	2022	10/14/23	Ford	F150	1/2 Ton	Ford F150 PPV 4x4 Police Pursuit Super Cab Truck 5.5' Box with 3.5L V6 Ecoboost Engine;	W1P	No	No	Stiver's Ford	$34,388.00	DAS
Group E 5.2	22082	Group E 5.2	CLOSED	2022	10/14/23	Ford	F150	1/2 Ton	Ford F150 PPV 4x4 Police Pursuit Super Cab Truck 5.5' Box with 3.5L V6 Ecoboost Engine;	W1P	No	No	Stiver's Ford	$37,518.00	UI
Group L 12.2	22284	Group L 12.2	CLOSED	2023	10/14/22	Chevrolet	Tahoe	Medium	Chevy Tahoe SUV 4x4 Police Pursuit Vehicle with V8 Engine	CK10706	No	No	Karl Chevrolet	$40,382.00	DAS

Law Enforcement - Police Special Service Vehicles (SSV series) - NOT Pursuit Rated

Group #	Contract	Vehicle Specifications	2022 Order Cutoff Date	Vehicle Model Year	Contract Expire Date	Make	Model	Size	Description	Body Code	E85 Base Engine	Alt. Engine Available	Dealer	Price	Dept.
Group F 6.2	22082	Group F 6.2	CLOSED	2022	10/14/23	Ford	Expedition	Large	Ford Base 4x4 Full size SUV Special Service Vehicle with 3.5L V6 Ecoboost, 7,200 GVWR, 3,500 Payload Capacity	U1G Reg Length	No	No	Stiver's Ford	$39,658.50	DAS
Group G 7.1	22080	Group G 7.1	CLOSED	2022	10/14/23	Dodge	Durango	Mid Size	Dodge Durango RWD Full Size SUV Special Service Vehicle with 3.6 L Pentastar V6 Engine. 6,200 Towing Capacity	WDDE75	No	No	Stew Hansens	$32,585.00	DAS
Group G 7.2	22080	Group G 7.2	CLOSED	2022	10/14/23	Dodge	Durango	Mid Size	Dodge Durango RWD Full Size SUV Special Service Vehicle with 5.7 L Hemi V8 Engine, 7,200 Towing Capacity	WDDE75	No	No	Stew Hansens	$35,269.00	DAS
Group M 13.1	22284	Group M 13.1	CLOSED	2023	10/16/21	Chevrolet	Tahoe	Medium	Chevy Tahoe SUV 4x4 Special Service Vehicle with V8 Engine, 7,500 GVWR	CK10706	No	No	Karl Chevrolet	$39,941.00	DAS

CITY OF WATERLOO

Council Communication

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 (8) years at 75 percent and two (2) 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 notice.

City Council Meeting: 6/6/2022
Prepared: 5/24/2022

ATTACHMENTS:

Description	Type
Development Agreement	Backup Material
Site Layout	Backup Material

SUBJECT:	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 (8) years at 75 percent and two (2) 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 notice.
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
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.

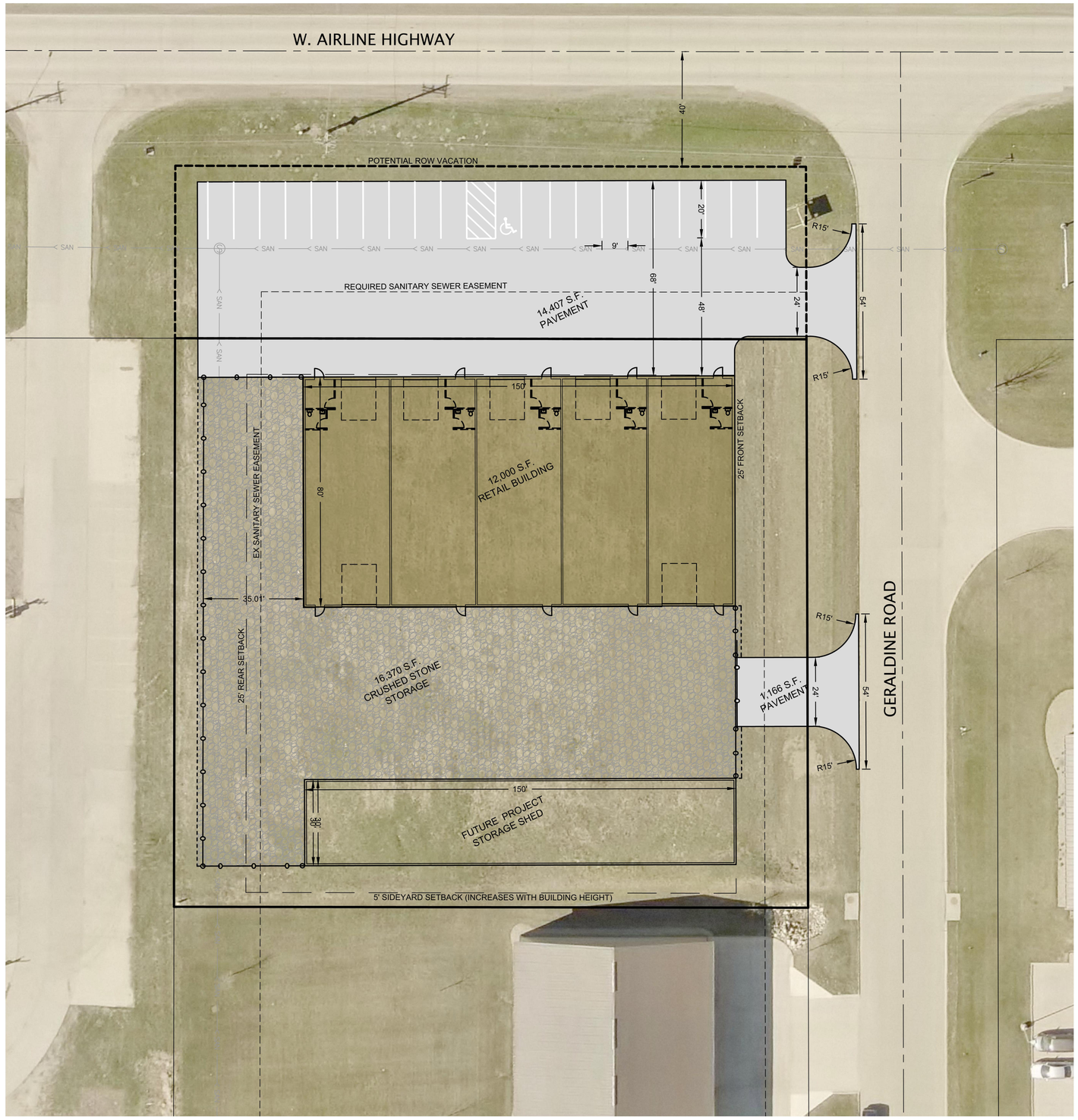
_____
Assessor for Black Hawk County, Iowa

_____
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

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 $5,000.00.

City Council Meeting: 6/6/2022
Prepared: 5/24/2022

ATTACHMENTS:

Description	Type
Cncl Comm Dwntwn TIF Advance Rebechini	Backup Material
TIF Advance Dwntwn Rebechini	Backup Material

SUBJECT:	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 $5,000.00.
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 Rebechini Studios, Inc. for the conceptual design of the Sullivan Brothers Memorial Exhibit in an amount not to exceed $5,000..
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 $5,000.
Alternative:	The City would have to identify other sources of funding for this expense.

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

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 design of the Sullivan Memorial Exhibit in the amount of $5,000 with Rebechini Studios, Inc. be approved.

Summary Statement:

Expenditure Required: Not to exceed $5,000

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 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 approved and authorized the design of the Sullivan Memorial Exhibit in the amount of $5,000 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 $5,000.

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 $5,000 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 Downtown Urban Renewal Area Tax Increment Financing District funds, for agreements with AECOM Technical Services, Inc., in an amount not to exceed $223,400.00, for engineering services in conjunction with the construction of the Cedar River Marina and Recreational Enhancements Project.

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

ATTACHMENTS:

	Description	Type
🗋	Cncl Comm Downtown Adv AECOM	Backup Material
🗋	Downtown Adv AECOM Marina	Backup Material

SUBJECT:	Resolution approving the use of Downtown Urban Renewal Area Tax Increment Financing District funds, for agreements with AECOM Technical Services, Inc., in an amount not to exceed $223,400.00, for engineering 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 for agreements with AECOM Technical Services, Inc. in a total amount not to exceed $223,400, for engineering 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 $223,400.
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 $223,400 with AECOM Technical Services, Inc. be approved.

Summary Statement:

Expenditure Required: Not to exceed $223,400

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 Resolutions 2021-099 and 2022-039 with AECOM Technical Services, Inc., authorized Supplemental Agreement No. 1 and 2, respectively, to the Professional Services Agreement for construction related services in conjunction with the FY 2021 Cedar River Marina and Recreational Enhancements project in the total amount of $223,400 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 $223,400.

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 $223,400 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 (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.

City Council Meeting: 6/6/2022
Prepared: 5/24/2022

ATTACHMENTS:

Description	Type
Cncl Comm East Wloo Logan Demo Services	Backup Material
East Wloo Logan TIf Adv Demolition	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 $13,000.00, for property demolition services, for a property located at 120 Center Street.
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 $13,000 for property demolition services at 120 Center Street.
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 $13,000.
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 6, 2022
Prepared: May 25, 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 (Logan Area) 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 (Logan Area) Unified Tax Increment Financing funds in conjunction with property demolition services for 120 Center Street in an amount not to exceed $13,000 with Safety-Kleen, Terracon, and Abatement Specialists be approved.

Summary Statement:

Expenditure Required: Not to exceed $13,000

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 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 East Waterloo Unified (Logan) 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 approved and authorized property demolition services for 120 Center Street in the amount not to exceed $13,000 with Safety-Kleen, Terracon, and Abatement Specialists 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 $13,000.

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 $13,000 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 $1,341,000.00, for the Hyper Drive Construction Project, in the MidPort area.

City Council Meeting: 6/6/2022
Prepared: 5/24/2022

ATTACHMENTS:

	Description	Type
	Cncl Comm MidPort Hyper Drive	Backup Material
	MidPort Hyper Drive TIF Advance	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 $1,341,000.00, for the Hyper Drive Construction Project, 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 Hyper Drive construction 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 $1,341,000.
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 6, 2022
Prepared: May 25, 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 Council approve a resolution authorizing the use of East Waterloo Unified Tax Increment Financing funds for contracts with Peterson Contractors, Inc, and Terracon Consultants, Inc. in conjunction with the Hyper Drive construction project within the Midport Industrial Park in an amount not to exceed $1,341,000.

Summary Statement:

Expenditure Required: Not to exceed $1,341,000

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 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 site development for the future development of the area: and

WHEREAS, in furtherance thereof the City Council has heretofore, by Resolution 2021-657 adopted on October 4, 2021, approved and authorized a contract with Peterson Contractors, Inc. in the amount of $1,335,279, and by Resolution 2021-334 dated May 17, 2021, approved and authorized a professional services agreement with Terracon Consultants, Inc. in the amount of $5,000 in conjunction with the Hyper Drive construction project located generally in the East Waterloo Unified Urban Renewal Area, which property will be included in the future development of the 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, without interest, for reimbursement under Iowa Code Section 403.19; and

WHEREAS, the amount of funds to be advanced for the Project shall not exceed $1,341,000 funded with tax increment financing funds.

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 an amount not to exceed $1,341,000 shall 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

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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 $1,200,000.00, for economic development grants to Fusion Investments, Inc.

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

ATTACHMENTS:

	Description	Type
🗋	Cncl Comm Martin Fusion Investments Grant	Backup Material
🗋	Martin TIF Advance Fusion Investments	Backup Material

SUBJECT:	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.
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 Urban Renewal Area Tax Increment Financing funds for economic development grants to Fusion Investments.
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 Tax increment Financing District.
Expenditure Required/Source of Funds:	Not to exceed $1,200,000.
Alternative:	The City could use general city funds or bond 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 6, 2022
Prepared: May 25, 2022
Dept. Head Signature: Michelle C. Weidner

Number of Attachments: 1

SUBJECT: Approval of the use of Tax Increment Financing funds for development in the Martin Road Urban Renewal Tax Increment Financing District

Submitted by: Michelle C. Weidner, Chief Financial Officer

Recommended City Council Action: Planning is requesting that a resolution authorizing the use of Martin Road Tax Increment Financing funds to be used for economic development grants to Fusion Investments, Inc. for property development in the Martin Road TIF District for a cumulative amount not to exceed $1,200,000 be approved.

Summary Statement:

Expenditure Required: Not to exceed $1,200,000

Source of Funds: Tax Increment in the Martin Road Urban Renewal Tax Increment Financing District

Policy Issue: N/A

Alternative: None

Background Information: N/A

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 TIF District (the "District"") and is undertaking certain projects within the District, including the acquisition of real property for future development of the Martin Road TIF District; and

WHEREAS, the City Council by Resolution 2019-252, has previously authorized economic development grants to Fusion Investments, Inc. in the cumulative amount of $1,200,000 for property development located in the Martin Road TIF District.; 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 for reimbursement under Iowa Code Section 403.19; is up to $1,200,000; and

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 Martin Road TIF District 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 an amount up to $1,200,000 needed to 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 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.

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

ATTACHMENTS:

	Description	Type
	Council Comm 2018A Bond Realloc	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Summary Statement:	I am requesting to modify the hearing authority to add design costs for a new park to the tax-exempt bonds that were sold in the spring of 2018.
Expenditure Required/Source of Funds:	Not to exceed $875,000 for the construction of Shaulis Road using tax-exempt bonds issued in 2019.

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

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.

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

ATTACHMENTS:

Description	Type
Council Comm 2018B Bond Realloc	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Summary Statement:	I am requesting to modify the hearing authority to add additional funds for municipal telecom feasibility study This action does not increase the amount of the city's indebtedness.
Expenditure Required/Source of Funds:	Not to exceed $875,000 for the construction of Shaulis Road using tax-exempt bonds issued in 2019.

CITY OF WATERLOO, IOWA

CITY CLERK AND FINANCE DEPARTMENT

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

Mayor
QUENTIN HART

COUNCIL MEMBERS

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NIA WILDER
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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

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.

City Council Meeting: 6/6/2022
Prepared: 5/18/2022

ATTACHMENTS:

Description	Type
Clerk II Certified List	Backup Material
Job Description Clerk II	Backup Material
Personnel Request Form and questions	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Brian Bowman,Treatment Operations Supervisor
Recommended Action:	approve appointment of Clerk II

Expenditure Required/Source of Funds: $51,209.60 + benefits

CITY OF WATERLOO, IOWA

HUMAN RESOURCES DEPARTMENT

715 Mulberry St. • Waterloo, IA 50703 • Phone (319) 291-4303 Fax (319) 291-4569

December 18, 2020

TO: Honorable Mayor & City Council

We, the members of the Civil Service Commission, certify the following list of applicants, who are eligible based upon the examination process as set forth by the Civil Service Commission for appointment to the position of Clerk II for the City of Waterloo, Iowa. Appointment(s) shall be made from this list for the next two years (December 18, 2020 – December 17, 2022).

CERTIFIED LIST

Brittney Hoyer
Amber Chase

Respectfully submitted,

Barry Haskins 12/18/2020
Barry Haskins Date

Lovie Caldwell 12/18/2020
Lovie Caldwell Date

Ethel Washington 12/18/20
Ethel Washington Date

CS LIST CLERK II 20

Submit resume by going to www.cityofwaterlooiowa.com clicking on Career Opportunities, reviewing the Clerk II description and following directions to submit cover letter and resume. We will not accept mailed, faxed, hand-delivered or directly emailed resumes. Deadline to submit resume is Noon on a date and time to be determined.

Please note information at end of description regarding typing verification.

CIVIL SERVICE NOTICE
CITY OF WATERLOO, IOWA
OPEN EXAMINATION

CLERK II
(Current Vacancy is in Waste Management)

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

GENERAL STATEMENT OF DUTIES

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

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

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

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

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

16. Performs all work duties and activities in accordance with City, department and OSHA policies, procedures and safety rules.

17. Performs other duties as assigned by a supervisor or designee.

Specific to City Clerk's Office:
Bookkeeping: processes payroll checks and accounts payable vendor checks; collects and files state sales tax reporting with the Iowa Department of Revenue; collects customer fees and writes receipts; balances revenue with receipts from daily transactions; point of contact for City-issued cell phones and processes cell phone bill; processes sewer/garbage/storm water assessments and refund requests. Licensing: ability to understand and interpret City Code; ensures application information is complete and accurate; maintains accurate license records. Insurance: files liability insurance claims with insurance company; coordinates claim investigations with insurance company and City staff; maintains records of insurance claims and certificates of insurance. Other Duties: answers incoming phone calls and provides information based on knowledge of Clerk's Office and City of Waterloo policies, regulations and procedures or directs calls to proper person; makes City Hall conference room reservations; performs data entry and types correspondence; processes daily mail received; assists customers at front counter; provides back-up for and has knowledge of all Clerk's Office Clerk II positions; performs scanning of department records; other duties as assigned.

Specific to Waste Management:
Sewer Maintenance: answers phones, dispatches and performs data entry for sewer back up calls/catch basins/manholes and for flood control; calls in locates for sewer digs, orders and dispatches cement, distributes locates for digging; performs tap readings and dispatches to maintenance personnel and sewer services. Wastewater Treatment: performs data entry for the MP2 maintenance program, Cartegraph, pretreatment plants and lift stations; dispatches alarms to operators on plant; provides clerical assistance to the Capacity Management Operations & Maintenance (CMOM), Program the Fats, Oils and Grease (FOG) program and Storm Sewer Inspections Program. Payroll/Accounts Payable/Miscellaneous: keeps track of benefit time and usage, labor and hours report; makes payroll adjustments and edits sheets according to Clerk's Office deadlines; files reports and time off slips; completes pay vouchers according to Finance Department deadlines; creates and updates spreadsheets; orders supplies.

REQUIRED KNOWLEDGE & ABILITIES

1. Knowledge of Microsoft Office software, in particular Word and Excel (testing of skills will be done if being considered for position) and must be able to learn specialized software.

2. Thorough knowledge of clerical functions, office procedures, terminology and equipment including personal computer.

3. Ability to type fifty (50) words per minute net of errors (verification of typing speed may be required).

4. Ability to perform general office services, learn specialized computer software, develop computer-generated reports and keep accurate, thorough and updated records.

5. Ability to collect, analyze and present data from computerized reports in organized and understandable form.

6. Ability to answer questions and provide information to the public in person and over the telephone in a clear, concise and easily understandable manner.

7. Ability to multitask and deal with multiple interruptions.

8. Ability to assist the public in a kind, courteous and respectful manner including under stressful circumstances.

9. Ability to write legibly, prioritize work, produce a quality work product within strict time lines and handle multiple tasks.

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

11. Ability to exercise independent judgment and to make decisions based on department policies, City ordinances and established regulations.

12. Ability to establish and maintain effective working relationships with supervisors, coworkers and the public.

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

ACCEPTABLE EXPERIENCE & TRAINING

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

OR

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

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

3. Detail-oriented and accurate.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient speech and hearing that permits the employee to communicate effectively with supervisors, other employees and the public in person or by telephone.

2. Sufficient vision and manual dexterity that permits the employee to operate a personal computer and other standard office equipment, handle files, perform customer service duties and other clerical responsibilities.

3. Sufficient personal mobility that permits the employee to move from one work area to another.

MISCELLANEOUS

1. The City of Waterloo will conduct a background investigation including a review of education, past employers and references.

2. Required to submit to and pass Civil Service panel interview. May be required to participate in written examination depending on number of qualified candidates.

3. If position is filled as a promotional appointment, any regular employee who meets the minimum qualifications is eligible to apply for the position.

WORK SCHEDULE

Generally 7:00 a.m. – 4:00 p.m. at Waste Management. Monday through Friday with one hour unpaid lunch. The City of Waterloo reserves the right to change these hours within the guidelines of the Teamsters contract. Limited overtime.

EXAMINATION INFORMATION

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

WRITTEN EXAMINATION

In the event the City of Waterloo receives resumes from more than thirty (30) qualified applicants who have submitted verification of ability to type a minimum of fifty (50) words per minute net of errors,

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

Typing verification must be received by **5:00 p.m. on a date and time to be determined.** Candidates who apply will be sent a document to take to the testing service. A document provided by the testing service will be accepted as long as it verifies ability to type at least 50 words per minutes net of errors, the test is a least a five-minute test and the date of the test and the test administrator are listed on the document. The verification must be obtained within the last year from Iowa Workforce Development or an accredited educational institution or employment service. Testing done by a private employer **will not** be accepted.

Typing verification must be received directly from the testing service. Typing verification submitted by the candidate will not be accepted.

ORAL EXAMINATION DATE

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

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

PERSONNEL REQUISITION FORM

Check as applicable: ☐ To start recruiting or civil service process and/or ☒ To fill a vacancy
☒ Active Civil Service List Expires: December 17, 2022

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

****

Position Title: Clerk II Department: Waste Management

Reports To: Collection Systems Superintendent Work Location: 3505 Easton Ave.

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

Type of Position:
Civil Service Position: ☒ Yes ☐ No
Bargaining Position: ☒ Yes ☐ No
Bargaining Group: 238
Non-bargaining Position: ☐ Yes ☒ No

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

****

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

☐ New Position or ☒ Replacement Position for: Brittney Hoyer - Clerk II
(Specify name and title of former incumbent)

Date incumbent terminated employment: 4/19/22 Date of final payout: N/A

Anticipated start date: ASAP No. of hours/week: 40 Work schedule: 7AM-4PM

Justification of need for position: Position is budgeted and required to support Waste Management Treatment, Collection, and CMOM programs. Request authorization to make selection from existing Civil Service list.

What are the likely consequences if the position is not filled? This position is the primary position for interacting with the public, as well as processing invoices and payroll, tracks annual expenditures, and coordinates personnel and facility scheduling. This position also interacts daily with contractors providing services around the treatment plant. Being the only Clerk in WMS, a vacancy in this position leaves WMS without an individual to perform these necessary and crtitical duties.

APPROVALS

Annual salary requirements: $50,814.40 Hourly Rate: $24.43 ($40.07) Benefits: $32,540.71
(Payroll taxes, pension, health ins.- assuming family)

Is position budgeted for this and future FYs? ☒ Yes ☐ No If no, how will position be funded? ____

Approved subject to the following conditions: ____

Submitting Department Head	4-22-22 Date	Mayor	5/13/22 Date
Chief Financial Officer	5-13-22 Date	Human Resources Director	5/13/22 Date

Created 8/7/2014

PERSONNEL REQUISITION
Clerk II

The following questions are provided as guidelines to assist you in developing your rational for the position of ***Clerk II*** in the ***WMS*** Department. Depending upon your situation, some questions may or may not apply. Please provide written responses to these questions as part of your preparation for meeting with the Mayor.

(1) What are the key job responsibilities of this position? **Inputting Pay, processing invoices and pre-authorizations, tracking WMS expenses, public interaction, on-call scheduling management, service contract interaction, managing deliveries, general clerical duties.**

(2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not? **This is the only Clerk position in Waste Management.**

(3) How is the work of this position being accomplished now? **Other individuals are accomplishing these tasks at a reduced efficiency and at the expense of completing all of their tasks.**

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

(5) How would filling this position meet the needs of your department or the City on either a short-term basis (if temporary position) or a long-term basis (if a regular position)? **This position is necessary for Waste Management to process payroll, make payment on invoices, and track expenditures. This position also assists in scheduling meetings, managing received shipments, and assisting with scheduling on-call staff.**

(6) What cost savings or revenues, if any, would your department or the City realize if this position is filled? **No cost savings or increased revenues would be realized by this position. Position is directly related to providing citizen services in a timely manner as well as taking care of our own employees.**

(7) If you are paying overtime or comp time within your department to accomplish this work now, how much overtime or comp time has been paid out or earned that is directly attributable to this position and over what period of time? **The department pays overtime only as necessary. The tasks are being completed at the expense of delaying other, critical work until this position is filled. The individuals that would help accomplish this work in the interim would be taken away from meaningful work in the maintenance and rehabilitation of the sanitary sewer collection system.**

(8) How has the work load or demands of your department changed in comparison to your staffing levels over the past three fiscal years? Provide statistics if possible. **If anything, WMS workload has continued to increase of the last three FYs. WMS manages the day-to-day operation of the treatment plant, annual preventative maintenance and repairs on the storm and sanitary sewer systems, and consultant/construction contracts. Based on the consent decree and the EPA, WMS has slated even more construction in the immediate future.**

(9) If this position is not filled, what affect will it have on your department? What work will not get done? What costs will you incur? Please be as specific as possible. Should these positions go unfilled, we will have not have the personnel resources to complete the demands and service expectations that the citizens have come to expect. **Not having a Clerk will mean that management will spend more time engaged in the day-to-day tasks and spend less time directing and managing fieldwork and projects. With on-going treatment improvements and collection system projects, management needs to stay engaged in operations, not in processing paperwork.**

(10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation? **As any position, some jobs can't be completed with the timeliness expected of both the department and the customer.**

(11) Is it possible that the City could outsource this position to an outside agency? If so, what savings, if any, would the City realize as a result of this change? **I don't believe it is practical to outsource the duties of a clerk.**

(12) How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you? **Other employees within the department will not be able to do their job if there is a not a clerk to process payments for equipment and supply purchases, to assist with payroll and benefit questions, or to answer phones for citizens with infrastructure concerns.**

(13) How does this position impact the Goals and Objectives for the City adopted by the City Council? **This position directly impacts the department's ability to develop a customer-centered service delivery approach**.

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

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/6/2022
Prepared: 5/23/2022

ATTACHMENTS:

Description	Type
job description	Backup Material
Personnel Req	Backup Material
Personnel Questions	Backup Material
Resume	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager
Recommended Action:	Approve Appointment
Summary Statement:	Restructuring of the Street Department.
Expenditure Required/Source of Funds:	$73,819.00 - Road Use Tax Funding $35.49 hourly rate $50.89 hourly rates with benefits

Any current full time regular City of Waterloo employee who meets the minimum qualifications is eligible to apply.

All qualified employees must submit a cover letter and resume detailing education and experience by going to the applicable link you received in an email or that was sent to the department clerical staff. Hand-delivered resumes or resumes sent by email directly to Human Resources will no longer be accepted.

CITY OF WATERLOO, IOWA
CIVIL SERVICE NOTICE

Street Department Director

DEPARTMENT	:	**STREET**
SALARY	:	**$73,819**
FLSA	:	**EXEMPT**
CIVIL SERVICE	:	**EXCLUDED**
BARGAINING UNIT	:	**NON-BARGAINING**

GENERAL STATEMENT OF DUTIES

Assistant Director position responsible for co-coordination and supervision of day-to-day field activities related to the maintenance and care of City streets including prioritizing work assignments, coordinating equipment training, monitoring maintenance of equipment, inspecting work performed and responding to citizen complaints. Directly supervises two foreman and indirectly supervises up to thirty laborers and equipment operators. The work is performed under the general direction of the Public Works Division Manager, but considerable leeway is granted for the exercise of independent judgment and initiative. Will act on behalf of Division Manager in his absence.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

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

1. Oversees the planning, assignment and supervision of foreman, unskilled laborers and equipment operators in the maintenance of streets, alleys and public works projects such as repairing broken asphalt, street patching, street oiling and seal coating, digging and back filling water and sewer cuts, ditch cleaning, sanding and salting, snow and ice removal, and street cleaning.

2. Reviews and prioritizes Street Department projects on a daily and weekly basis based on weather conditions, and staff, equipment and material availability.

3. Makes daily and weekly work assignments and reviews work of Street Department crews through on-site inspections and consultation with foremen.

4. Monitors maintenance of department equipment and coordinates a training program to ensure safe operation of equipment.

5. Reviews daily log sheets of work performed.

6. Operates passenger-type vehicle, generally pickup truck.

7. Assists the Public Works Division Manager in accomplishing short and long-term goals and objectives for the department.

8. Processes, investigates and responds to citizen complaints, questions and requests for service.

9. Assists the Public Works Division Manager in hiring, evaluating and disciplining department employees.

10. Assumes responsibility for all department functions in the absence of the Public Works Division Manager.

11. Works independently and with others with minimum supervision.

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

13. Performs all work duties and activities in accordance with City policies, procedures and OSHA, City and Street Department safety rules and regulations.

14. Performs all other related duties as assigned.

REQUIRED KNOWLEDGE & ABILITIES

1. Comprehensive knowledge of materials, methods, practices and operating procedures utilized in the maintenance and upkeep of streets, bridges and highways.

2. Knowledge of construction, maintenance and repair of concrete, asphalt and rock roads.

3. Knowledge of occupational hazards associated with and the safety precautions necessary in the operation of street maintenance equipment.

4. Ability to read, understand and work from blueprints, plans and diagrams.

5. Ability to operate personal computer and learn related software applications like Precise, Weather Sentry, Elements etc.

6. Ability to make decisions regarding work assignments and scheduling and solve production, equipment and tool problems.

7. Ability to plan, assign, supervise and review work of subordinate employees.

8. Ability to make decisions in emergency weather conditions.

9. Ability to respond to questions and discuss street maintenance issues with the public and public officials tactfully and promptly, in a clear, concise and easily understandable manner.

10. Ability to communicate effectively and maintain working relationships with other City employees, supervisors, elected officials and the public.

11. Ability to keep accurate and thorough records of street and equipment maintenance and work performed using electronic management programs.

12. Ability to read, understand and train others on chemical hazard labels.

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

ACCEPTABLE EXPERIENCE & TRAINING

1. Graduation from an accredited college or university preferably with a Bachelor of Science in Construction Management or related field.

2. Minimum five years progressively more responsible experience in street maintenance, public works or related area in all types of weather conditions with minimum one year of direct supervisory experience; prefer hands-on experience in the operation of heavy street maintenance equipment, snow/ice control, seal coating, asphalt and concrete processes, and crack sealing.

OR

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

3. Required to possess or obtain an Iowa Class B Commercial Drivers' License (CDL) with air brake restriction and with tank and combination endorsements within 6 months of employment. Good driving record based

on City of Waterloo driver performance criteria. A candidate with any of the following will not be considered for employment: loss of license for any reason during the period of candidacy for employment, if the candidate remains without a valid, current license for the position when the City issues an offer of employment; loss of license, plea of guilty, plea of no contest or its equivalent or conviction for OWI, reckless driving or other major moving violation within the previous five years; four or more citations for moving violations within the previous three-year period, excluding speeding violations of 10 mph or less over the posted speed limit; three or more citations for moving violations within the previous one-year period. After appointment to the position, disciplinary action or continuing employment status may be reviewed for the following: four or more moving violations within the previous three years, three or more moving violations within the previous one year or loss of license or conviction for OWI, reckless driving or other major moving violation within the previous five years; two or more at-fault accidents within a three-year period while driving on City business; three or more at-fault within a three-year period. An applicant's driving record will be reviewed prior to consideration for an interview, prior to offer of employment and at least annually after hire.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Speech and hearing that permits the employee to communicate effectively with employees and the public in person, over the telephone or over a radio.

2. Personal mobility that permits the employee to operate a pickup truck safely in all types of weather, to visit work sites all over town, attend meetings and meet with the public both inside and outdoors.

3. Vision to review construction sites, assess road conditions, operate a pickup truck, and train employees on equipment operation and general maintenance.

4.

MISCELLANEOUS

1. Must comply with City of Waterloo Residency Policy for Critical Employees (physically reside within thirty-mile radius of Waterloo City Hall-will be given reasonable compliance period as determined by department head). Must maintain a local telephone number in order to be contacted during emergencies.

2. Following a conditional offer of employment, the City of Waterloo requires a physical examination and a drug test by a physician of the City's choice to determine if an applicant is capable of performing the essential functions of the position.

3. The City of Waterloo reserves the right to conduct a background investigation including employment and criminal history checks on any applicant being considered for this position.

4. Must submit to Civil Service examination procedures including a panel interview.

WORK SCHEDULE

Generally 6:30 a.m. to 3:30 p.m. Monday through Friday with one hour unpaid lunch. Must also be available outside these hours for department or City activities or meetings that require the attendance of the Operations Supervisor. Significant overtime during weather emergencies, including weekends, evenings, nights and holidays.

PERSONNEL REQUISITION FORM

RECEIVED NOV 0 9 2021

Check as applicable: ☐ To start recruiting or civil service process and/or ☒ To fill a vacancy
☐ Active Civil Service List Expires: _____

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

****

Position Title: Street Director Department: Street Department

Reports To: Public Works Div. Mgr. Work Location: Street Department / Public Works

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

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

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

****

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

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

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

Anticipated start date: ASAP No. of hours/week: 40 Work schedule: TBA

Justification of need for position: This position is responsible for co-coordination and supervision of day-to-day field activities related to the maintenance and care of City streets including prioritizing work assignments, coordinating equipment training, monitoring maintenance of equipment, inspecting work performed and responding to citizen complaints. Directly supervises foreman and equipment operators Will also fill in in the absese of the Sanitation, Fleet and Traffic Directors.

What are the likely consequences if the position is not filled? With out this position it would have a negative impact on the department's ability to complete all necessary street repairs and snow removal operations.

APPROVALS

Annual salary requirements: 73,819 Hourly Rate: $35.49 Benefits: 50.89
(Payroll taxes, pension, health ins.- assuming family)

Is position budgeted for this and future FYs? ☒ Yes ☐ No If no, how will position be funded? _____

Approved subject to the following conditions: _____

Submitting Department Head	11-8-2021 Date	Mayor	Date
Chief Financial Officer	11-10-21 Date	City Clerk/Human Resources Director	11/10/21 Date

Created 8/7/2014

Human Resources Committee Chairperson Date

PERSONNEL REQUISITION
STREET DEPARTMENT DIRECTOR

The following questions are provided as guidelines to assist you in developing your rational for the position of **Street Department Director** in the **Street** Department. Depending upon your situation, some questions may or may not apply. Please provide written responses to these questions as part of your preparation for meeting with the Mayor.

1) What are the key job responsibilities of this position? **The Street Department Director is responsible for co-coordination and supervision of day-to-day field activities related to the maintenance and care of City streets including prioritizing work assignments, coordinating equipment training, monitoring maintenance of equipment, inspecting work performed and responding to citizen complaints. Directly supervises two foremen and indirectly supervises up to thirty laborers and equipment operators. The work is performed under the general direction of the Public Works Division Manager, but considerable leeway is granted for the exercise of independent judgment and initiative. Will act on behalf of Division Manager in his absence.**

2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not? **No. The staff within the department does not have the technical skills or abilities to perform all the tasks that are required. Also, not having the necessary knowledge to act on behalf of the Division Manager in his absence.**

3) How is the work of this position being accomplished now? **The current structure model has two non-working foreman that aren't privy to sensitive information.**

4) Are the filled positions in your department currently being utilized to their maximum potential? **Yes. We have achieved many great things and costs savings to the City of Waterloo in the last few years, but we can always do better.**

5) How would filling this position meet the needs of your department or the City on either a short-term basis (if temporary position) or a long-term basis (if a regular position)? **This position is necessary for the department to meet the departmental objectives, i.e. knowledge and skill base that exceeds that of the foreman role, ability to handle sensitive information, and technical data keeping.**

6) What cost savings or revenues, if any, would your department or the City realize if this position is filled? **No cost savings or increased revenues would be**

realized by this position. This position would be absorbed by not hiring the non-working foreman role currently open.

7) If you are paying overtime or comp time within your department to accomplish this work now, how much overtime or comp time has been paid out or earned that is directly attributable to this position and over what period of time? **The department pays overtime only as necessary. Under the current model of two, non-working foreman's, considerable overtime is paid during the winter months to supervise snow control operations.**

8) How has the work load or demands of your department changed in comparison to your staffing levels over the past three fiscal years? Provide statistics if possible. **Over the last couple of years, we have implemented a considerable amount of technology in our snow control practices along with more accurate record keeping that demands more skilled office personnel.**

9) If this position is not filled, what affect will it have on your department? What work will not get done? What costs will you incur? Please be as specific as possible. Should these positions go unfilled, we will have not have the personnel resources to complete the demands and service expectations that the citizens have come to expect. **If the position is not filled, we should expect to see unnecessary overtime being paid out for a non-working foreman to not produce any manual work. Record keeping and work flow will increase as well.**

10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation? **As any position, some jobs can't be completed with the timeliness expected of both the department and the customer.**

11) Is it possible that the City could outsource this position to an outside agency? If so, what savings, if any, would the City realize as a result of this change? **No. This position needs to remain in house with a dedicated candidate on site to handle work flow.**

12) How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you? **More professional approach to the work environment and relations with the public on all levels.**

13) How does this position impact the Goals and Objectives for the City adopted by the City Council? **This position directly impacts the department's**

ability propel the Street Department forward to a more modern approach to road repair practices, as well as snow control.

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

SHAWN FISHER

1396 59th Street Garrison, Iowa · 319-310-6152
Smfisher25@gmail.com

Public works employee with 18 years of overall experience including garbage route collection, streets, water & wastewater, and supervisor roles. Looking for new opportunity within a larger community.

EXPERIENCE

01/2019 – PRESENT

PUBLIC WORKS SUPERINTENDENT, CITY OF DYSART

Responsibilities include day to day operations of city public works including streets, water, sewer, parks, equipment & building maintenance.

- Supervise Full and part time employees.
- Prioritizing of projects and scheduled duties for work assignments.
- Oversees road, sewer, and water repair projects alongside contractors.
- Snow removal, salt & sanding during winter weather.
- Weather emergencies clean up including organizing clean-up crews.
- Performs Utility locates as needed.
- Operates sewer jetter as needed.
- Daily water & wastewater testing including completion of monthly DNR Water reporting.
- Works with Traer Municipal Utility regarding electrical service.
- Currently assisting with plans along with engineer for wastewater lagoon upgrade.
- Attend monthly council meetings & on call duty as required.
- Maintain wastewater grade 1 operator license.
- Daily contact with the public, salespeople, and contractors.
- Coordinate with larger electric services for repair or upgrade work in town.
- Seek out bids for city purchases and projects.
- Responds to requests and investigate complaints from city council and citizens.

02/2018 – 01/2019

PUBLIC WORKS, CITY OF DYSART

Performed duties as assigned including street, water, and wastewater operations.

- Street maintenance and repair such as black topping, alley upkeep and manhole repair.
- Street sign repair
- Operation of street sweeper
- Snow removal including plow truck, loader, and salt/sand truck.
- Maintain lift stations.
- Mowing of city properties.
- Tree trimming.

06/2010 – 02/2018

PUBLIC WORKS, CITY OF VINTON

Assistant Supervisor Wastewater operations (10/2015 – 02/2018)
Street Department (06/2010 -10/2015)

- Street maintenance and repair such as seal coating, black topping, concrete work, crack filling.
- Street sign installation & repair.
- Operation of street sweeper
- Operation of sewer Vactor Jetter.
- Snow removal including plow truck, loader, and salt/sand truck and skid loader.
- City vehicle maintenance and repairs.
- Mowing and tree trimming.
- Maintained lift stations and sewer plant operations.

EDUCATION

2015 – GRADE 1 WASTEWATER OPERATOR CERTIFICAITON

- Operator ID #8157
- Certification up to date as of 5/3/2022

05/1998

GENERAL, WASHINGTON HIGH SCHOOL VINTON, IA

SKILLS

- Ability to operate Loader, Street Sweeper, dump truck, boom truck, tractor, skid loader, backhoe, mini hoe, and mowers.
- Three years Supervisory experience
- Ability to makes decisions regarding work prioritization and scheduling including decisions related to weather emergencies.
- Street patching, seal coating, crack filling and concrete patching.
- Snow removal and Ice control
- Proficient in operating personal computer including Microsoft applications and email.
- Knowledgeable with OSHA safety rules and regulations.

ACTIVITIES

Active community member including:

- 14-year volunteer Firefighter 1 Garrison Fire Department
- Chair of Garrison's Haunted annual Fire Department Fundraiser
- Co-chair Garrison Betterment Committee Park Renovation project 2010-2012
- CPR Certified
- Hazmat training as required through Garrison Fire Department

REFERENCES AVAILABLE UPON REQUEST

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/6/2022
Prepared: 5/23/2022

ATTACHMENTS:

Description	Type
Cont 1055_CO #2	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Wayne Castle, PLS, PE, Associate Engineer
Recommended Action:	Approve change order.
Summary Statement:	The repairs are required under the provisions of the railroad crossing repair agreement between the Iowa DOT, CN Railroad, and City of Waterloo. The City had a sidewalk contractor currently under contract and in the area. It was easier for the City to contract the work then the CN. Work will be paid for through City Road Use Funds, specifically the funds designated for railroad crossing repairs.
Implementation, Accountability, and Communication:	

CITY OF WATERLOO, IOWA

CHANGE ORDER No. 2

PROJECT: **F.Y. 2022 SIDEWALK REPAIR ASSESSMENT PROGRAM – ZONE 1**

CONTRACT NO. 1055 Date Prepared: May 19, 2022 AMOUNT: **$13,115.00 INCREASE**

TO: **BROCK EVEN CONSTRUCTION, LLC**, Contractor

You are hereby ordered to make the following changes from the plans and specifications or perform the following extra work on your contract dated September 7, 2021.

A. Description of change to be made or extra work to be done:

2001 Remove Sidewalk
2002 Sidewalk, PCC, 4"
2003 Sidewalk, PCC, 6"
2004 Detectable Warning Surface
2005 Clean Roadstone 2"
2006 Pipe Rest
2007 Minor Manhole Adjustment

B. Reason for ordering change or extra work:

Sidewalk work covered under this change order is work associated with the Canadian National (CN) Railroad crossing improvements at Burton Avenue and West Parker Street. Those crossing improvements were completed in the fall of 2021 under agreements between the Iowa DOT, CN Railroad, and City of Waterloo. A requirement of those agreements is that any pedestrian crossing affected by the railroad crossing improvement shall be reconstructed to meet current ADA requirements. The City elected to have the pedestrian crossing repairs made by the City's sidewalk assessment contractor (who was already working in the vicinity of these crossings) as opposed to hiring a separate contractor. As these pedestrian improvements are part of the railroad crossing improvements, these improvements shall be financed through road funding.

2001 Remove Sidewalk

2002 Sidewalk, PCC, 4"

2003 Sidewalk, PCC, 6"

2004 Detectable Warning Surface – Current ADA guidelines require the placement of Detectable Warning Surfaces at pedestrian railroad crossings.

2005 Clean Roadstone 2" – This item covers replacement stone material for the pedestrian crossing subbase and the outfall protection material for the drain pipe at the Burton Avenue crossing.

2006 Pipe Reset – It was noted during field survey and design for the under the recreation trail to be repaired at the Burton Avenue crossing was an 8" PVC drain pipe that was draining the wrong direction. Under this item, the Contractor shall remove and relay the existing pipe to allow drainage to flow away from the railroad crossing. If the pipe is found unusable, the Contractor is to replace the PVC pipe with similar sized material. Replacement of the pipe is incidental.

2007 Minor Manhole Adjustment – Pedestrian improvements at West Parker Street require the sidewalk to be raised to be the new rail elevation. There is a sanitary manhole in the public

sidewalk at the northwest corner of the railroad crossing that needs to be raised in order to allow the reconstructed sidewalk to meet ADA regulations.

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

Item #	Est. Qty.	Units	BEC Unit Price	BEC Item Price
2001	537.9	SF	$ 4.00	$ 2,151.60
2002	79.6	SF	$ 7.50	$ 597.00
2003	458.4	SF	$ 8.50	$ 3,896.40
2004	70.0	SF	$ 85.00	$ 5,950.00
2005	0.1	TON	$ 200.00	$ 20.00
2006	1.0	EACH	$ 250.00	$ 250.00
2007	1.0	EACH	$ 250.00	$ 250.00

TOTAL INCREASE **$ 13,115.00**

BY: _____
Mayor Date

BROCK EVEN CONSTRUCTION, LLC
CONTRACTOR

BY: _____ 5-20-22
Date

TITLE: Owner

ATTEST:

_____
City Clerk Date

APPROVED:

_____ 5/20/22
City Engineer Date

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/6/2022
Prepared: 5/24/2022

ATTACHMENTS:

	Description	Type
	Cont 1056_CO #1	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Wayne Castle, PLS, PE, Associate Engineer
Recommended Action:	Approve change order.
Summary Statement:	Addition of overlay work on Falls Avenue from Stephan Avenue to Ansborough Avenue. This street was originally scheduled for inclusion in this contract. During preparation of engineer's cost estimate, estimated contractor prices (based on bids received for FY 2022 Street Reconstruction Project) for planned work exceeded project budget requiring streets to be removed. After bids were received, it was determined that Falls Avenue could be included in the project and still be within budget.
Implementation, Accountability, and Communication:	

CITY OF WATERLOO, IOWA

CHANGE ORDER NO.1

PROJECT: **F.Y. 2022 ASPHALT OVERLAY PROGRAM**

CONTRACT NO. 1056 Date Prepared: May 25, 2022 AMOUNT: **$435,210.35 INCREASE**

TO: **ASPRO, 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 May 2, 2022.

A. Description of change to be made or extra work to be done:

Addition of overlay work on Falls Avenue from Stephan Avenue to Ansborough Avenue.

See sheet two for change order items and descriptions.

B. Reason for ordering change or extra work:

This street was originally scheduled for inclusion in this contract. During preparation of engineer's cost estimate, estimated contractor prices (based on bids received for FY 2022 Street Reconstruction Project) for planned work exceeded project budget requiring streets to be removed. After bids were received, it was determined that Falls Avenue could be included in the project and still be within budget.

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

For items already in the contract, the Contractors unit price for these items is the same. Quantities will be adjusted to include the quantities for Falls Avenue. For items not included in the project, new items will be added.

See sheet two for change order item quantities and pricing.

TOTAL INCREASE $435,210.35

BY: _____
Mayor Date

ASPRO, INC.
CONTRACTOR

BY: Brad Blough 5-25-2022
Date

V.P.
TITLE: _____

ATTEST:

_____
City Clerk Date

APPROVED:

5/25/22
City Engineer Date

FY 2022 ASPHALT OVERLAY PROGRAM
CONTRACT NO. 1056
CHANGE ORDER #1

EXISTING BID ITEM REVISIONS

BID ITEM	ITEM DESCRIPTION	UNIT	EX. ITEM EST. QTY.	PRO. ADD. EST. QTY.	REV. ITEM EST. QTY.	ASPRO UNIT PRICE	EX. ASPRO ITEM PRICE	REV. ASPRO ITEM PRICE	ITEM COST INCREASE
1	STORM SEWER TRENCHED, RCP, 2000D, 12 INCH	LF	50.0	106.0	156.0	$ 115.00	$ 5,750.00	$ 17,940.00	$ 12,190.00
8	CASTING EXTENSION RING (INLET)	EACH	50.0	11.0	61.0	$ 300.00	$ 15,000.00	$ 18,300.00	$ 3,300.00
9	CASTING EXTENSION RING (MANHOLE)	EACH	83.0	13.0	96.0	$ 900.00	$ 74,700.00	$ 86,400.00	$ 11,700.00
11	MANHOLE ADJUSTMENT, MINOR	EACH	1.0	2.0	3.0	$ 1,600.00	$ 1,600.00	$ 4,800.00	$ 3,200.00
12	PAVEMENT, HMA, STANDARD TRAFFIC (ST) SURFACE, 1/2", PG 58-28S, NO FRICTION	TONS	2,589.9	1,615.8	4,205.7	$ 145.45	$ 376,700.96	$ 611,719.07	$ 235,018.11
17	REMOVAL OF SIDEWALK	SY	1,029.8	139.4	1,169.2	$ 21.50	$ 22,140.70	$ 25,137.80	$ 2,997.10
18	SIDEWALK, PCC, C-4, 4-INCH	SY	361.6	46.6	408.2	$ 51.00	$ 18,441.60	$ 20,818.20	$ 2,376.60
19	SIDEWALK, PCC, C-4, 6-INCH	SY	387.5	30.5	418.0	$ 53.00	$ 20,537.50	$ 22,154.00	$ 1,616.50
20	SIDEWALK, PCC, C-4, 6-INCH PEDESTRIAN RAMP	SY	351.7	62.0	413.7	$ 53.00	$ 18,640.10	$ 21,926.10	$ 3,286.00
21	DETECTABLE WARNING	SF	766.0	136.0	902.0	$ 50.00	$ 38,300.00	$ 45,100.00	$ 6,800.00
24	REMOVE CURB & GUTTER	LF	1,270.7	252.6	1,523.3	$ 26.50	$ 33,673.55	$ 40,367.45	$ 6,693.90
27	CURB & GUTTER, 24-INCH WIDE, 13.5-INCH THICK, PCC C-4	LF	988.2	231.4	1,219.6	$ 75.00	$ 74,115.00	$ 91,470.00	$ 17,355.00
28	REMOVAL OF PAVEMENT	SY	19.3	17.6	36.9	$ 25.00	$ 482.50	$ 922.50	$ 440.00
29	PAVEMENT, HMA, 6-INCH	SY	19.3	12.2	31.5	$ 82.00	$ 1,582.60	$ 2,583.00	$ 1,000.40
34	SUBBASE, MODIFIED, 6-INCH	SY	1,110.0	192.0	1,302.0	$ 15.60	$ 17,316.00	$ 20,311.20	$ 2,995.20
35	GRANULAR SHOULDER	TONS	120.0	15.0	135.0	$ 35.40	$ 4,248.00	$ 4,779.00	$ 531.00
38	PAVEMENT SCARIFICATION	SY	58,475.4	9,575.1	68,050.5	$ 7.55	$ 441,489.27	$ 513,781.28	$ 72,292.00
39	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	284.81	46.03	330.8	$ 57.75	$ 16,447.78	$ 19,106.01	$ 2,658.23
47	EROSION CONTROL, WATTLES, 9-INCH, INSTALL	LF	800.0	240.0	1,040.0	$ 7.35	$ 5,880.00	$ 7,644.00	$ 1,764.00
48	EROSION CONTROL, WATTLES, REMOVE	LF	800.0	240.0	1,040.0	$ 4.00	$ 3,200.00	$ 4,160.00	$ 960.00
49	EARTHWORK, GRADE AND REMOVE TOPSOIL	SY	310.0	119.0	429.0	$ 26.25	$ 8,137.50	$ 11,261.25	$ 3,123.75
50	HYDRAULIC SEEDING, FERTILIZING, & MULCHING	SY	310.0	119.0	429.0	$ 12.25	$ 3,797.50	$ 5,255.25	$ 1,457.75
							$ 1,202,180.55	$ 1,595,936.10	**$ 393,755.55**

NEW BID ITEMS

BID ITEM	ITEM DESCRIPTION	UNIT	EX. ITEM EST. QTY.	PRO. ADD. EST. QTY.	REV. ITEM EST. QTY.	ASPRO UNIT PRICE	EX. ASPRO ITEM PRICE	REV. ASPRO ITEM PRICE	ITEM COST INCREASE
1001	INTAKE, SW-511	EACH	-	1.0	-	$ 6,000.00	$ -	$ 6,000.00	$ 6,000.00
1002	CONNECTION TO EXISTING INTAKE, PIPE OR STRUCTURE	EACH	-	1.0	-	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00
1003	HMA PAVEMENT SAMPLES AND TESTING	LS	-	1.0	-	$ 1,050.00	$ -	$ 1,050.00	$ 1,050.00
1004	CURB & GUTTER, 24-INCH WIDE, 6-INCH THICK, PCC C-4	LF	-	21.2	-	$ 54.00	$ -	$ 1,144.80	$ 1,144.80
1005	PAVEMENT, HMA, 4-INCH	SY	-	192.0	-	$ 55.00	$ -	$ 10,560.00	$ 10,560.00
1006	TEMPORARY TRAFFIC CONTROL	LS	-	1.0	-	$ 12,000.00	$ -	$ 12,000.00	$ 12,000.00
1007	MOBILIZATION	LS	-	1.0	-	$ 9,200.00	$ -	$ 9,200.00	$ 9,200.00
							$ -	$ 41,454.80	**$ 41,454.80**

TOTAL BID ITEM PRICE INCREASE - CHANGE ORDER #1	**$ 435,210.35**

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/6/2022
Prepared:

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

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 6/6/2022
Prepared:

SUBJECT:	Motion approving Cigarette/Tobacco/Nicotine/Vapor Permit New Application for Best Deals, 1459 Ansborough Avenue.
Submitted by:	Submitted By: Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

Bonds.

City Council Meeting: 6/6/2022
Prepared:

ATTACHMENTS:

	Description	Type
🗋	Bonds for council approval 06.06.2022	Backup Material

SUBJECT: Bonds.

Submitted by: Submitted By:

BONDS FOR COUNCIL APPROVAL
June 6, 2022

RIGHT OF WAY CONSTRUCTION BOND — AMOUNT $15,000.00

95 CF G524 4	ANDREW MILLS AND MILLS ROOFING AND CONSTRUCTION	WATERLOO, IA
W150278883	ARENDA EXCAVATING, LLC	WATERLOO, IA
IA5904566	BRANDI VELASQUEZ & JORGE VELASQUEZ	WATERLOO, IA
W150441637	BURNS ELECTRIC, INC.	DES MOINES, IA
IA5922461	D.C. CORPORATION	WATERLOO, IA
95 BA H591 4	ELLIOTT & TRACY WISE	WATERLOO, IA
IA5922154	FRIDAY AFTER WORK LLC (FAW)	CEDAR FALLS, IA
IA 599682	GRONOWSKI CONSTRUCTION, LLC	CEDAR FALLS, IA
IA5870525	JACOB DEVRIES	CEDAR FALLS, IA
IA5914774	KEVIN SCHULTS DBA HONEST & AFFORDABLE PLUMBING & REMODELING	WATERLOO, IA
7901069971	PROFESSIONAL CONCRETE, LLC	WATERLOO, IA
3401902	SEASONAL SOLUTIONS LLC	DENVER, IA

CITY OF WATERLOO

Council Communication

FY 2022 Sidewalk Repair Program - Zone 2, Contract No. 1061.

City Council Meeting: 6/6/2022
Prepared: 5/23/2022

ATTACHMENTS:

	Description	Type
	Bid Tabulation	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING - No comments on file. Motion to close hearing and receive and file oral and written comments. Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed. Motion to receive, file and instruct City Clerk to read bids. Resolution approving award of bid to Brock Even Construction, LLC, of LaPorte City, Iowa, in the amount of $217,159.74, 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.
Submitted by:	Submitted By: Oumie Ceesay, Associate Engineer
Implementation, Accountability, and Communication:	GO Bonds

F Y 2022 SIDEWALK REPAIR PROGRAM - ZONE 2 , CONTRACT NO. 1061

BID TAB

BID OPENING: JUNE 2, 2022

DIVISION 1 - SIDEWALK INFILL					ENGINEER'S ESTIMATE		BROCK EVEN CONSTRUCTION	
ITEM NO.	SUDAS ITEM NUMBER	BID ITEM	EST. QTY.	UNIT	ESTIMATED UNIT COST	ESTIMATED TOTAL COST	UNIT PRICE	TOTAL PRICE
1	7030-108-A-0	REMOVE SIDEWALK	105.2	SF	$ 3.90	$ 410.28	$ 3.60	$ 378.72
2	7030-108-E-0	SIDEWALK, PCC, 4"	471.3	SF	$ 8.10	$ 3,817.53	$ 7.20	$ 3,393.36
3	7030-108-E-0	SIDEWALK, PCC, 6"	135.6	SF	$ 9.90	$ 1,342.44	$ 8.20	$ 1,111.92
4	7030-108-G-0	DETECTABLE WARNING SURFACE	20.0	SF	$ 50.00	$ 1,000.00	$ 80.00	$ 1,600.00
5	7040-108-I-0	REMOVE CURB & GUTTER	26.4	LF	$ 27.00	$ 712.80	$ 20.00	$ 528.00
6	7010-108-E-0	CURB & GUTTER, 24", 8.5"	26.4	LF	$ 75.00	$ 1,980.00	$ 65.00	$ 1,716.00
7	2010-108-E-0	EXCAVATION, CLASS 10	381.4	SF	$ 2.50	$ 953.50	$ 8.00	$ 3,051.20
8	9010-108-C-0	HYDROSEEDING	381.4	SF	$ 2.00	$ 762.80	$ 1.10	$ 419.54
9	SP #2	EROSION & SEDIMENT CONTROL	1.0	LS	$ 1,000.00	$ 1,000.00	$ 400.00	$ 400.00
10	8030-108-A-0	TRAFFIC CONTROL	1.0	LS	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
					TOTAL	**$ 12,979.35**	**TOTAL**	**$ 13,598.74**

DIVISION 2 - ALLEY & SIDEWALK REPAIRS					ENGINEER'S ESTIMATE		BROCK EVEN CONSTRUCTION	
ITEM NO.	SUDAS ITEM NUMBER	BID ITEM	EST. QTY.	UNIT	ESTIMATED UNIT COST	ESTIMATED TOTAL COST	UNIT PRICE	TOTAL PRICE
1	7030-108-A-0	REMOVE SIDEWALK	3712.6	SF	$ 3.90	$ 14,479.14	$ 3.60	$ 13,365.36
2	7030-108-E-0	SIDEWALK, PCC, 4"	1366.6	SF	$ 8.10	$ 11,069.46	$ 7.20	$ 9,839.52
3	7030-108-E-0	SIDEWALK, PCC, 5"	51.9	SF	$ 9.00	$ 467.10	$ 7.60	$ 394.44
4	7030-108-E-0	SIDEWALK, PCC, 6"	2294.1	SF	$ 9.90	$ 22,711.59	$ 8.20	$ 18,811.62
5	SP #4	JOINT SEAL	10.5	LF	$ 25.00	$ 262.50	$ 25.00	$ 262.50
6	SP #2	EROSION & SEDIMENT CONTROL	1.0	LS	$ 1,500.00	$ 1,500.00	$ 400.00	$ 400.00
7	8030-108-A-0	TRAFFIC CONTROL	1.0	LS	$ 1,000.00	$ 1,000.00	$ 1,200.00	$ 1,200.00
					TOTAL	**$ 51,489.79**	**TOTAL**	**$ 44,273.44**

DIVISION 3 - ADA RAMP REPAIRS					ENGINEER'S ESTIMATE		BROCK EVEN CONSTRUCTION	
ITEM NO.	SUDAS ITEM NUMBER	BID ITEM	EST. QTY.	UNIT	ESTIMATED UNIT COST	ESTIMATED TOTAL COST	UNIT PRICE	TOTAL PRICE
1	7030-108-A-0	REMOVE SIDEWALK	6292.4	SF	$ 3.90	$ 24,540.36	$ 3.60	$ 22,652.64
2	7030-108-E-0	SIDEWALK, PCC, 4"	2761.5	SF	$ 8.10	$ 22,368.15	$ 7.20	$ 19,882.80
3	7030-108-E-0	SIDEWALK, PCC, 6"	3060.7	SF	$ 9.90	$ 30,300.93	$ 8.20	$ 25,097.74
4	SP #3	SIDEWALK CURB	25.7	LF	$ 50.00	$ 1,285.00	$ 15.00	$ 385.50
5	7030-108-G-0	DETECTABLE WARNING SURFACE	442.0	SF	$ 50.00	$ 22,100.00	$ 80.00	$ 35,360.00
6	7030-108-B-0	SAW CUT, 1/2" CURB OPENING	297.9	LF	$ 15.00	$ 4,468.50	$ 85.00	$ 25,321.50
7	7040-108-I-0	REMOVE CURB & GUTTER	50.6	LF	$ 27.00	$ 1,366.20	$ 20.00	$ 1,012.00
8	7010-108-E-0	CURB & GUTTER, 24", 7.5"	23.0	LF	$ 69.00	$ 1,587.00	$ 60.00	$ 1,380.00
9	7010-108-E-0	CURB & GUTTER, 24", 8.5"	27.6	LF	$ 75.00	$ 2,070.00	$ 65.00	$ 1,794.00
10	7040-108-H-0	REMOVE PAVEMENT	156.5	SF	$ 10.00	$ 1,565.00	$ 4.00	$ 626.00
11	7040-108-A-0	PAVEMENT, PCC, 8.5"	156.5	SF	$ 30.00	$ 4,695.00	$ 11.00	$ 1,721.50
12	SP #1	SALVAGE FROM BRICK REMOVAL & RESET	64.6	SF	$ 50.00	$ 3,230.00	$ 10.00	$ 646.00
13	2010-108-E-0	EXCAVATION, CLASS 10	3103.0	SF	$ 2.50	$ 7,757.50	$ 4.50	$ 13,963.50
14	9010-108-C-0	HYDROSEEDING	3103.0	SF	$ 2.00	$ 6,206.00	$ 1.10	$ 3,413.30
15	SP #2	EROSION & SEDIMENT CONTROL	1.0	LS	$ 4,000.00	$ 4,000.00	$ 400.00	$ 400.00
16	8030-108-A-0	TRAFFIC CONTROL	1.0	LS	$ 7,500.00	$ 7,500.00	$ 1,800.00	$ 1,800.00
					TOTAL	**$ 145,039.64**	**TOTAL**	**$ 155,456.48**

DIVISION 4 - LEISURE SERVICES SIDEWALK & DRIVEWAY REPAIR					ENGINEER'S ESTIMATE		BROCK EVEN CONSTRUCTION	
ITEM	SUDAS ITEM	BID ITEM	EST. QTY.	UNIT	ESTIMATED	ESTIMATED TOTAL	UNIT PRICE	TOTAL PRICE
1	7030-108-A-0	REMOVE SIDEWALK	172.6	SF	$ 3.90	$ 673.14	$ 3.60	$ 621.36
2	7030-108-A-0	REMOVAL OF DRIVEWAY	65.0	SF	$ 4.00	$ 260.00	$ 3.60	$ 234.00
3	7030-108-E-0	SIDEWALK, PCC,4"	172.6	SF	$ 8.10	$ 1,398.06	$ 7.20	$ 1,242.72
4	7030-108-H-1	DRIVEWAY, PAVED, PCC, 6"	65.0	SF	$ 11.50	$ 747.50	$ 8.20	$ 533.00
5	SP# 2	EROSION & SEDIMENT CONTROL	1.0	LS	$ 500.00	$ 500.00	$ 400.00	$ 400.00
6	8030-108-A-0	TRAFFIC CONTROL	1.0	LS	$ 1,000.00	$ 1,000.00	$ 800.00	$ 800.00
					TOTAL	**$ 4,578.70**	**TOTAL**	**$ 3,831.08**

DIVISION 1, 2, 3 & 4 TOTAL	**$ 214,087.48**	**$ 217,159.74**

CITY OF WATERLOO

Council Communication

FY 2023 Levee Rip Rap Spraying, Contract No. 1065.

City Council Meeting: 6/6/2022
Prepared: 5/23/2022

ATTACHMENTS:

	Description	Type
	Bid Tabulation	Backup Material

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

FY 2023 LEVEE RIP RAP SPRAYING
CONTRACT NO. 1065
Bid opening: May 19, 2022

BID ITEM	ITEM DESCRIPTION	UNITS	EST. QTY.	ENGR'S EST. UNIT PRICE	ENGRS. EST. ITEM PRICE	LANDMARK UNIT PRICE	LANDMARK ITEM PRICE
1	CEDAR RIVER - 2300 FEET WEST OF CEDAR BEND PARK TO CEDAR BEND PARK	LS	1.0	$ 1,100.00	$ 1,100.00	$ 1,002.00	$ 1,002.00
2	CEDAR RIVER - CONGER STREET TO 78 FEET SOUTH OF CN RAILROAD BRIDGE	LS	1.0	$ 575.00	$ 575.00	$ 520.00	$ 520.00
3	CEDAR RIVER - BOATHOUSE PARKING LOT TO VIRDEN CREEK OUTLET	LS	1.0	$ 900.00	$ 900.00	$ 824.00	$ 824.00
4	CEDAR RIVER - 150 FEET NORTH OF EAST MULLAN AVENUE TO EAST 1ST STREET	LS	1.0	$ 350.00	$ 350.00	$ 299.00	$ 299.00
5	CEDAR RIVER - IOWA NORTHERN RAILROAD BRIDGE TO EAST CITY LIMITS	LS	1.0	$ 15,150.00	$ 15,150.00	$ 14,102.00	$ 14,102.00
6	FORRESTER AVENUE DETENTION BASIN	LS	1.0	$ 1,600.00	$ 1,600.00	$ 1,384.00	$ 1,384.00
7	CEDAR RIVER - 3200 FEET WEST OF CONGER STREET TO 100 FEET SOUTH OF WEST 1ST STREET	LS	1.0	$ 10,300.00	$ 10,300.00	$ 9,583.00	$ 9,583.00
8	BLACK HAWK CREEK - HIGHWAY 218 TO RIVER ROAD (WEST SIDE)	LS	1.0	$ 4,500.00	$ 4,500.00	$ 4,133.00	$ 4,133.00
9	BLACK HAWK CREEK - HIGHWAY 218 TO RIVER ROAD (EAST SIDE)	LS	1.0	$ 4,000.00	$ 4,000.00	$ 3,736.00	$ 3,736.00
10	CEDAR RIVER - IOWA NORTHERN RAILROAD BRIDGE TO HAWTHORNE AVENUE	LS	1.0	$ 7,500.00	$ 7,500.00	$ 5,296.00	$ 5,296.00
11	WATERLOO WASTEWATER TREATMENT PLANT RING LEVEE	LS	1.0	$ 5,000.00	$ 5,000.00	$ 4,380.00	$ 4,380.00
12	NO NAME CREEK - WCF & N DRIVE & BROADWAY STREET OUTFALLS	LS	1.0	$ 650.00	$ 650.00	$ 281.00	$ 281.00
13	VIRDEN CREEK - VIRDEN CREEK DAM	LS	1.0	$ 1,300.00	$ 1,300.00	$ 1,192.00	$ 1,192.00
14	CEDAR RIVER - HAWTHORNE AVENUE STORM SEWER PUMPING STATION	LS	1.0	$ 600.00	$ 600.00	$ 210.00	$ 210.00
					$ 53,525.00		**$ 46,942.00**

CITY OF WATERLOO

Council Communication

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, and rescinding Resolution No. 2019-832.

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

ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments, and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider and pass for the first time an ordinance 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, and authorizing the Mayor and City Clerk to execute said documents.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt the ordinance.
Resolution rescinding Resolution No. 2019-832.

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

Recommended Action: Approval

Transmitted is 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.

The applicant is requesting to vacate approximately 178 square feet of city-owned right-of-way, a utility easement at the corner of Evergreen Avenue and Harwood Avenue, and a utility easement between Evergreen Avenue and the proposed alley, Axelwood Drive (proposed as part of the preliminary plat of Edison Addition).

The request would not appear to have a negative impact upon vehicular and pedestrian conditions in the area. The areas are served by Evergreen Avenue and Harwood Avenue, which are designated as local streets. There are proposed sidewalks along Evergreen Avenue and Harwood Avenue as part

of the proposed platting of Edison Addition.

The site has been zoned “R-1,R-P” Planned Residence District since it was rezoned from "R-2" One and Two-Family Residence District on May 9, 2011.

Summary Statement:

The surrounding land uses and their zoning:
North - Residential Development, zoned "R-2" One and Two-Family Residence District
South - Commercial Development, zoned "C-1" Neighborhood Commercial District and "C-1,C-Z" Conditional Zoning District.
East - Commercial Development, zoned "C-1" Neighborhood Commercial District and residential development zoned "R-2" One and Two-Family Residence District.
West - Commercial Development, zoned "C-1" Neighborhood Commercial District and residential development zoned "R-2" One and Two-Family Residence District.

No portion of the vacate area is located within a Special Flood Hazard Area, as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 and Panel Number 0188F, dated July 18, 2011.

The request was recommended for approval by the Planning and Zoning Commission at their May 10, 2022 meeting.

Action will also be needed to rescind Resolution No. 2019-832 approved 11/4/19, which dedicated an easement over a portion of the vacated alley. Areas needed for easement will be addressed by the platting of the area, and will end up being contained by either easement or road right-of-way dedicated as part of the subdivision.

The request to vacate city-owned right-of-way and two utility easements would not appear to have a negative impact upon the surrounding area. The areas are not needed for right-of-way, and any areas needed for utility easements will be dedicated as part of the platting of Edison Addition.

Therefore, staff recommends the request by the City of Waterloo to vacate a portion of city-owned right-of-way and utility easements at the Edison School Site located at the northeast corner of Harwood Avenue and Evergreen Avenue northeast of 806 Evergreen Avenue, and located northeast of 2200 Falls Avenue be approved for the following reasons:

Neighborhood Impact:

1. The request would not appear to have a negative impact on traffic conditions in the area.

2. The request would not appear to have a negative impact upon the surrounding area and would be compatible with surrounding development.

3. The vacate areas are not needed for right-of-way or utility easements, except that areas needed for easement will be dedicated as part of the platting of Edison Addition.

Data/Analysis and Strategies: City-Owned Right-of-Way Vacates and Utility Easement Vacates

Community Engagement Methods: Public hearing

Expenditure Required/Source of Funds: None

Legal Descriptions:

Rock Island Avenue Vacation

That portion of Rock Island Avenue in Galloway Addition, City of Waterloo, Black Hawk County, Iowa, described as follows:
Commencing at the Southwest corner of Lot 31 in said Galloway Addition; thence South along the Southerly extension of the East right of way line of Evergreen Avenue to the intersection with the Northeasterly extension of the Southeasterly right of way line of said Evergreen Avenue, said intersection being the angle point in the Easterly line of Evergreen Avenue, also being the Point of Beginning;
thence along said Northeasterly extension Southwest to the Northwesterly extension of the Northeasterly right of way line of Vacated Harwood Avenue;
thence along said Northwesterly extension Southeast to the Southerly extension of the East right of way line of said Evergreen Avenue as passing Lots 21 to 31;
thence North along said Southerly extension of the East right of way line of said Evergreen Avenue as passing Lots 21 to 31, to the Point of Beginning.

Evergreen Avenue Vacation

That portion of platted Evergreen Avenue in Galloway Addition, City of Waterloo, Black Hawk County, Iowa, described as follows:
Commencing at the Northwest corner of Lot 342 in said Galloway Addition; thence along the Northeasterly extension of the Southeasterly right of way line of said Evergreen Avenue North 20°39'08" East 30.03 feet to the Point of Beginning;

thence continuing along said Northeasterly extension North 20°39'08" East 29.97 feet to the Northwesterly extension of the Northeasterly right of way line of Vacated Harwood Avenue;

thence along said Northwesterly extension North 69°17'14" West 29.97 feet;

thence Southeasterly 47.09 feet along a curve concave Westerly, having a radius of 30.0 feet, a central angle of 89°56'22”, and a long chord of South 24°19'03” East 42.4 feet to the Point of Beginning.

Easement Vacation on Vacated Streets

That portion of vacated Harwood Avenue lying south of Lot 171 and west of the west right-of-way line of platted Evergreen Avenue, in Galloway First Addition, City of Waterloo, Black Hawk County, Iowa, and being more particularly described as follows:
Beginning at the southeast corner of Lot 171, Galloway First Addition; thence south along the southerly extension of the west right-of-way line of Evergreen Avenue to the southeasterly extension of the southwesterly line of

Lot 171, said intersection also being the angle point of the west right-of-way line of Evergreen Avenue; thence northwesterly along said southeasterly line extended to the west end of the south line of said Lot 171; thence east along the south line of Lot 171 to the point of beginning.
and
That portion of vacated Evergreen Avenue lying north of the northeasterly right-of-way line of platted Harwood Avenue and lying south of the north right-of-way line of platted Rock Island Avenue, in Galloway Addition, City of Waterloo, Black Hawk County, Iowa, and being more particularly described as follows:
Beginning at the southwest corner of Lot 31, Galloway Addition; thence west along the west extension of the north right-of-way line of platted Rock Island Avenue to the west line of Evergreen Avenue; thence south along the said west line of Evergreen Avenue to the northwesterly extension of the northeasterly right-of-way line of Harwood Avenue, said intersection being the angle point for the west right-of-way line Evergreen Avenue; thence southeasterly along the northwesterly extension of the northeasterly right-of-way line of Harwood Avenue to its intersection with the northeasterly extension of the southeasterly line of Evergreen Avenue; thence northeasterly along the northeasterly extension of Evergreen Avenue to its intersection with the south extension of the east right-of-way line of Evergreen Avenue, said intersection being the angle point in the easterly line of Evergreen Avenue; thence north along the south extension of the east line of Evergreen Avenue to the point of beginning.

Easement Vacation on Vacated Alley

That part of a vacated alley as platted in Galloway Addition described as: Beginning at the Southwesterly corner of Lot 342; thence Southeasterly along the Northeasterly line of said alley to the Southwesterly corner of Lot 343; thence Southwesterly 8 feet along the Southwesterly extension of the Northwesterly line of Lot 343 to the centerline of said alley; thence Southeasterly 40 feet along the centerline of said alley to the Northeasterly extension of the Southeasterly line of Lot 414; thence Southwesterly 8 feet along said Northeasterly extension of the Southeasterly line of Lot 414 to the Northeasterly corner of Lot 414; thence Northwesterly along the Southwesterly line of said alley to the Northwesterly corner of Lot 415; thence Northeasterly to the Southwesterly corner of Lot 342 and the Point of Beginning.

REQUEST:	Request by the City of Waterloo to vacate a portion of city-owned right-of-way and utility easements at the Edison School site in the "R-1, R-P" Planned Residence District located at the northeast corner of Harwood Avenue and Evergreen Avenue northeast of 806 Evergreen Avenue, and located northeast of 2200 Falls Avenue.
APPLICANT(S):	City of Waterloo, 715 Mulberry St, Waterloo, IA 50703
GENERAL DESCRIPTION:	The applicant is requesting to vacate approximately 178 square feet of City owned right-of-way, a utility easement at the corner of Evergreen Avenue and Harwood Avenue, and a utility easement between Evergreen Avenue and the proposed alley, Axelwood Drive (proposed as part of the preliminary plat of Edison Addition).
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request to vacate city owned right-of-way and two utility easements would not appear to have a negative impact upon the surrounding area. The areas are not needed for right-of-way, and any areas needed for utility easements will be dedicated as part of the platting of Edison Addition.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The request would not appear to have a negative impact upon vehicular and pedestrian conditions in the area. The areas are served by Evergreen Avenue and Harwood Avenue, which are designated as local streets. There are proposed sidewalks along Evergreen Avenue and Harwood Avenue as part of the proposed platting of Edison Addition.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN and COMPLETE STREETS POLICY.	The nearest trail is the University Avenue trail located three blocks to the south of the area. As part of the proposed Edison Addition, a wide sidewalk would be installed through the development on an area to be developed as a public park.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area is currently zoned "R-1, 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 May 9, 2011. Surrounding land uses and their zoning: **North** – Residential Development, "R-2, One and Two-Family Residence District **South** –Commercial Development, zoned "C-1" Neighborhood Commercial District and "C-1, C-Z" Conditional Zoning District. **East** – Commercial Development, zoned "C-1" Neighborhood Commercial District and residential development zoned "R-2" One and Two-Family Residence District. **West** – Commercial Development, zoned "C-1" Neighborhood Commercial District and residential development zoned "R-2" One

	and Two-Family Residence 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:	Commercial buildings along Falls Avenue were built between 1946 and 1977. Commercial builds along Evergreen Avenue and Magnolia Parkway were built between 1929 and 1962. Nearby residential buildings were constructed between the 1910s and 1960s.
FLOODPLAIN:	No portion of the vacate area is located within a Special Flood Hazard Area, as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 and Panel Number 0188F, dated July 18, 2011.
PUBLIC /OPEN SPACES/ SCHOOLS:	Edison Elementary was demolished in 2017 and in the approved site plan, 2.2 acres of the former school site is shown to be set aside as a park primarily on the northeast portion of the site with a walkway connection between Evergreen Avenue and Bismark Avenue. Fred Becker Elementary is located 1 mile to the southwest and Central Middle School is located 1 ½ mile to the southwest.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	The right-of-way vacate area does not contain any utilities. There is a 4” drain tile and 6” water main underneath Evergreen Avenue; a 6” water main along the south side of Harwood Avenue. There is a 12” storm sewer under Harwood Ave. The utility easement vacate at the corner of Harwood Ave and Evergreen Avenue contains an 8” sanitary sewer main. An 8” sewer main is located in between Evergreen Avenue and Magnolia Parkway approximately 150’ north of the south property line in the area of the utility easement vacate, but an easement will be dedicated as part of the platting of Edison Addition.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates the area as Parks, Open Spaces, Schools, Airport, Government Facilities, and Public Areas. The Future Land Use Map shows the abutting areas to the west, east, and north as Low-Density Residential and the area along Falls Avenue as Commercial. The vacate areas are located within the Primary Growth Area.
STAFF ANALYSIS – ZONING ORDINANCE:	The applicant is requesting to vacate approximately 178 square feet of City owned right-of-way at the corner of Harwood Avenue and Evergreen Avenue. The vacate area will provide better setbacks for the residential development, so Lot 16 of the proposed Edison Addition is buildable. The applicant is also requesting an easement vacate at the corner of Evergreen Avenue and Harwood Avenue as the easement will no

longer be needed with the redevelopment of the Edison School site on most of the vacate area, and the portion that an easement is needed on will be dedicated as part of the platting of Edison Addition.

An easement will be vacated between Evergreen Avenue and Magnolia Parkway to prevent an easement over top of another in the future. A new easement will be platted with the redevelopment of the Edison School site as part of the platting of Edison Addition.

STAFF ANALYSIS – SUBDIVISION ORDINANCE:

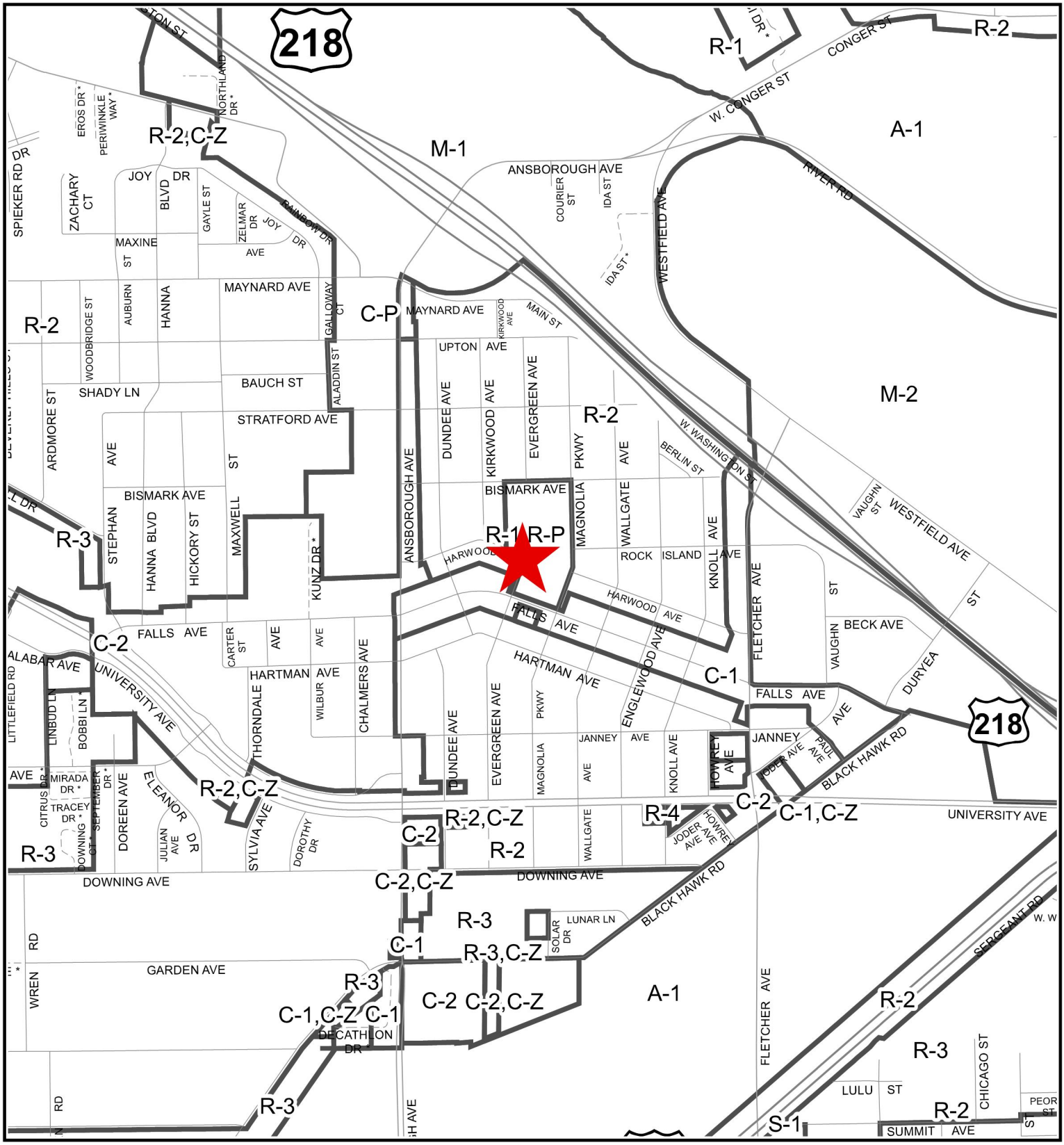
There is platting proposed in relation to the request.

STAFF RECOMMENDATION:

Therefore, staff recommends that the request by the City of Waterloo to vacate a portion of city-owned right-of-way and utility easements at the Edison School site in the "R-1, R-P" Planned Residence District located at the northeast corner of Harwood Avenue and Evergreen Avenue northeast of 806 Evergreen Avenue and northeast of 2200 Falls Avenue be approved for the following reasons:

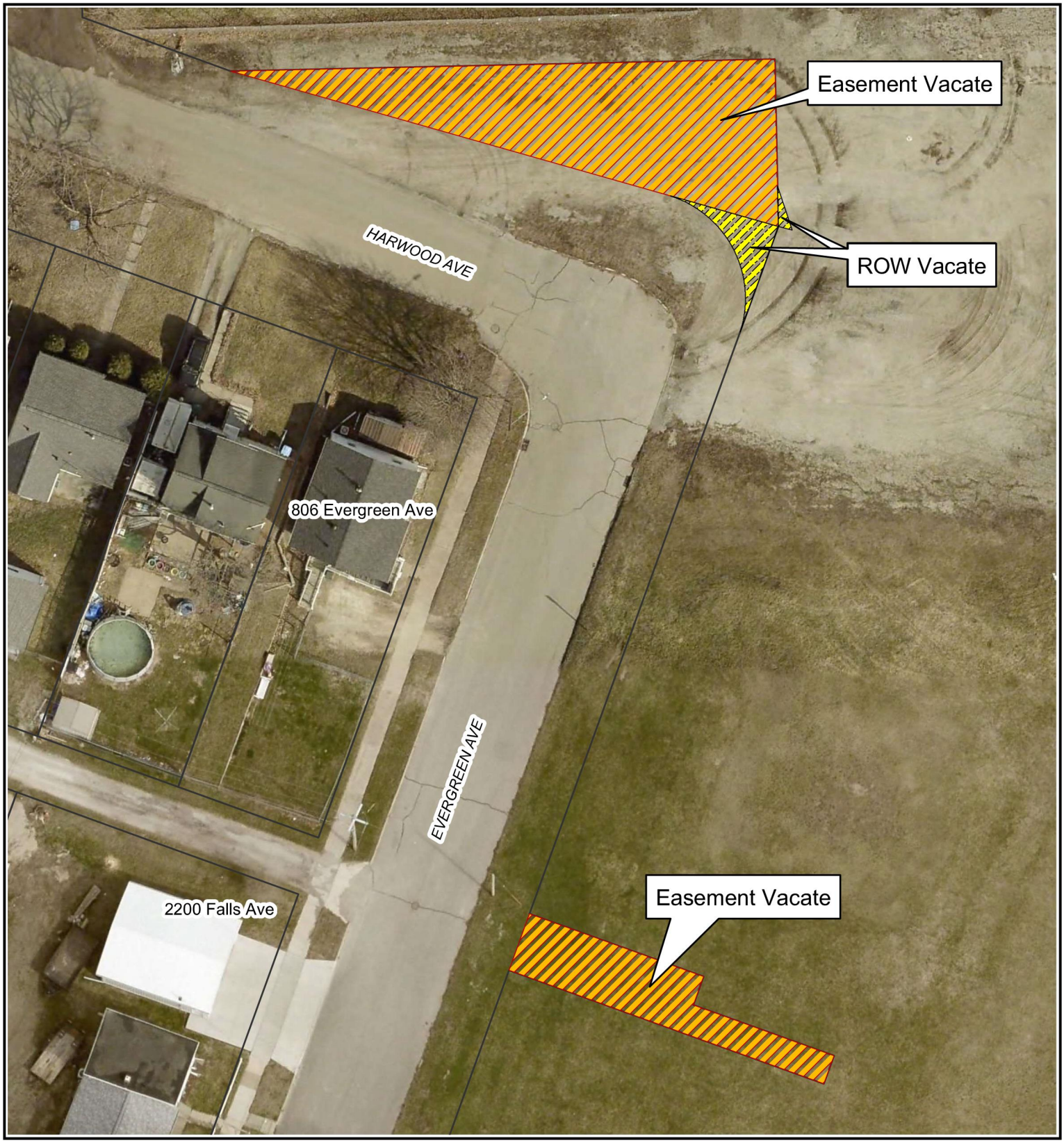
1. The request would not appear to have a negative impact on traffic conditions in the area.
2. The request would not appear to have a negative impact upon the surrounding area and would be compatible with surrounding development.
3. The vacate areas are not needed for right-of-way or utility easements, except that areas needed for easement will be dedicated as part of the platting of Edison Addition.

City of Waterloo Planning, Programming and Zoning Commission
May 10, 2022



North of 806 Harwood Avenue
ROW and Utility Easement Vacate
City of Waterloo

City of Waterloo Planning, Programming and Zoning Commission
May 10, 2022

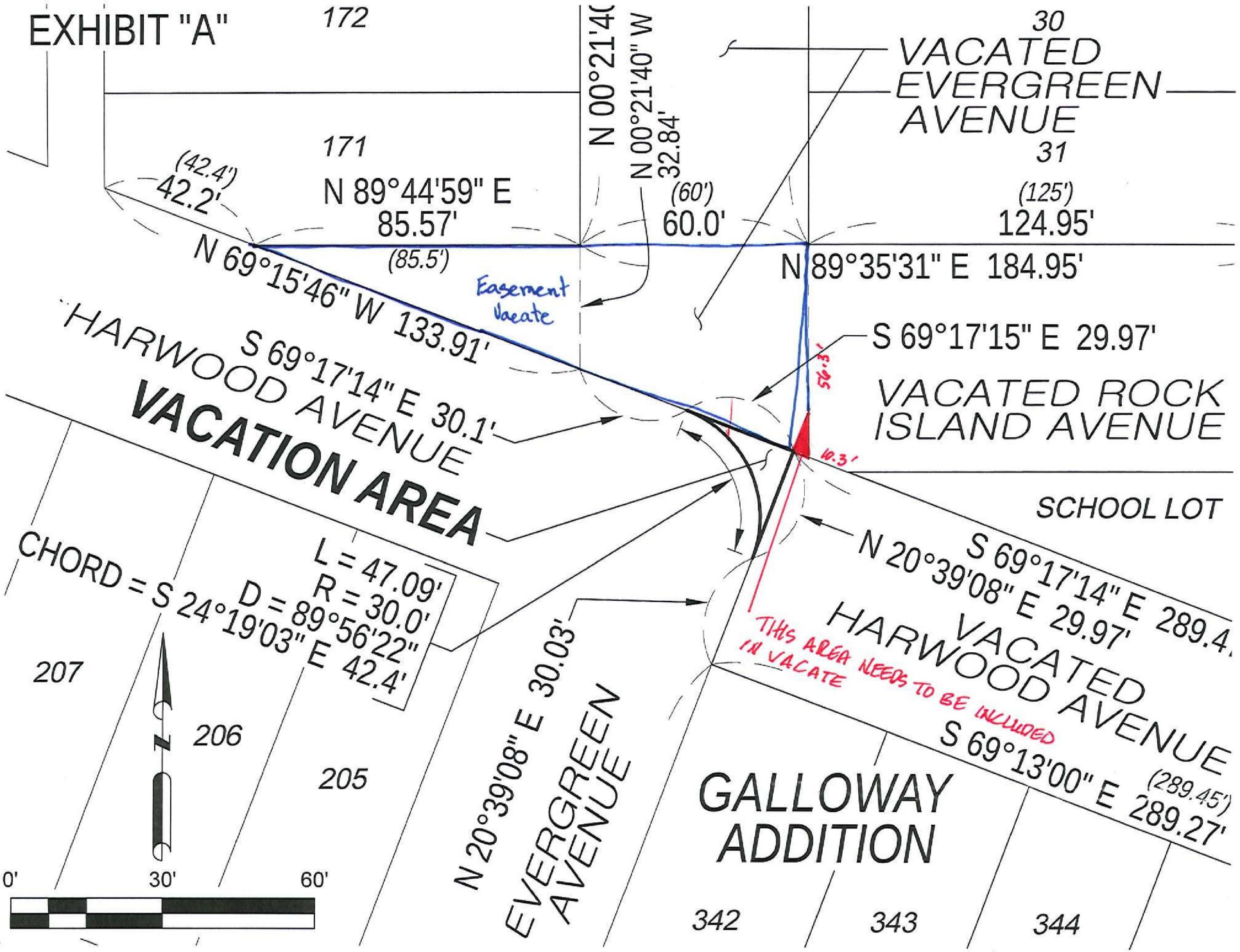


N
W E
S

Waterloo Iowa

North of 806 Evergreen Avenue
ROW and Utility Easement Vacates
City of Waterloo

50 25 0 50 Feet


EXHIBIT "A"
172
171
30
VACATED
EVERGREEN
AVENUE
31
N 00°21'40" W
32.84'
(42.4')
42.2'
N 89°44'59" E
85.57'
(85.5')
(60')
60.0'
(125')
124.95'
N 89°35'31" E 184.95'
N 69°15'46" W 133.91'
Easement
Vacate
S 69°17'15" E 29.97'
S 69°17'14" E 30.1'
HARWOOD AVENUE
VACATION AREA
VACATED ROCK
ISLAND AVENUE
SCHOOL LOT
L = 47.09'
R = 30.0'
D = 89°56'22"
CHORD = S 24°19'03" E 42.4'
N 20°39'08" E 29.97'
S 69°17'14" E 289.4
VACATED
HARWOOD AVENUE
THIS AREA NEEDS TO BE INCLUDED
IN VACATE
207
206
205
N 20°39'08" E 30.03'
EVERGREEN
AVENUE
S 69°13'00" E 289.27'
(289.45')
GALLOWAY
ADDITION
342
343
344
0'
30'
60'

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 portion of city-owned right-of-way @ the Edison School site, northeast corner of Harwood Ave & Evergreen Ave.
Vacate utility easement @ corner of Harwood Ave & Evergreen Ave

Legal description of area to be conveyed, vacated, or encroached: Vacate utility easement northeast of 2200 Falls Ave.

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

   Asking price – Deductions = Value of Property: _____

   Offer Price for Entire Area: 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 property located west of 420 Harwood Avenue, to Big Hand Pepper, LLC, in the amount of $1.00, including a Development Agreement, for thirty-two (32) new, single-family homes.

City Council Meeting: 6/6/2022
Prepared: 5/24/2022

ATTACHMENTS:

Description	Type
Big Hand Pepper Development Agreement	Backup Material
Layout of Big Hand Pepper Development	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 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.
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.

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Recommended Action:

Approval

Summary Statement:

The developer is planning to construct 32 new single-family homes at the former Edison School site.

The residential layout is unique given the footprint of the former school, locations of the infrastructure, previous plotted lots of area, and desire to include a park within the design.
As such, Lots 1-11 will have entrance to their lots by an improved alley (26' wide) from the west. This is an existing alley that will be hard surfaced and widened. The lots will face the park and a public walkway.
Lots 12-21 will have a new alley for primary access from the rear, sharing with Lots 22-32 which also abuts Magnolia Parkway. Lots 12-16 will also have frontage on Evergreen Avenue, but 17-21 only from the new alley. The new and existing alley roads would be named for addressing purposes. The new alley would also be designed for a 26' wide design, and paved, to accommodate garbage truck pickup and snow plows.

The overall design is similar to houses built on Acorn Lane in 2006, in that development the vehicular entrance is to the rear only. There are other older areas of town with similar setups, such as Home Park Boulevard as one

example. The design layout is to accentuate the park design, matchup with previously platted lot locations and infrastructure placements, and create ascetically pleasing new infill neighborhood. The preservation of four large oak trees is also obtained by this design.

The Planning, Programming and Zoning Commission voted 4-1-1 (one no vote, and one abstention) to recommend approval of the Site Plan at their January 11, 2022 meeting. The City Council approved the Site Plan at their February 21, 2022 meeting.

The development will be a change from the former school. When the City took ownership, the site was rezoned to "R-1,R-P" Planned Residence District to encourage the infill development of single-family homes which the current applicant is proposing.

Neighborhood Impact:

The 32 single-family home lots will stay in character and size of the existing residential properties in the area with are made up primarily of one-story and one-and-a-half-story homes.

Data/Analysis and Strategies: Economic Development & Sale of Property

Expenditure Required/Source of Funds: up to $2,500 in Closing costs/Housing & Nuisance Bonds

THIS PLAT REPRESENTS A SURVEY OF PARCEL H

Lots Nos. 171 through 181 in First Addition to Galloway, that part of vacated Evergreen Avenue located between Harwood Avenue and Bismark Avenue, that part of vacated Rock Island Avenue located between Harwood Avenue and Magnolia Parkway, that part of Harwood Avenue located between Kirkwood Avenue and Evergreen Avenue, all being located in the City of Waterloo, Black Hawk County Iowa, described as follows:

Beginning at the most Westerly Southwesterly corner of said Lot 171 in said First Addition to Galloway, point being a found 1”o.d. iron pipe;
thence along the West lines of said Lots Nos. 171-181 North 00°22’52” West 440.59 feet to the Northwest corner of said Lot 181, point being a set No. 4 rebar with maroon plastic cap #21096;
thence along the North line of said Lot 181 North 89°48’18” East 125.09 feet to the Northeast corner of said Lot 181, point being a found 1”o.d. iron pipe;
thence along the South line of Bismark Avenue North 89°06’13” East 19.91 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence South 00°22’52” East 448.24 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence South 26°03’54” West 45.09 feet to the Southeasterly extension of the Southwesterly line of said Lot 171, point being a set No. 4 rebar with maroon plastic cap #21096;
thence along said Southeasterly extension and along said Southwesterly line of Lot 171 North 69°15’46” West 133.91 feet to the Point of Beginning.
Containing 1.55 acres.
Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.
Note: The West lines of said Lots Nos. 171-181 are assumed to bear North

00°22’52” West for this description.

THIS PLAT REPRESENTS A SURVEY OF PARCEL I

That part of vacated Evergreen Avenue located between the Southwesterly line of Harwood Avenue and Bismark Avenue, that parts of Lots Nos. 27 and 36 in Galloway Addition, Lots Nos. 28 through 35 in said Galloway Addition, that part of the vacated alley lying between said Lots Nos. 27 through 31 and Lots Nos. 32 through 36, that part of vacated Rock Island Avenue located between Harwood Avenue and Magnolia Parkway, School Lot in said Galloway Addition, that part of vacated Harwood Avenue located between Kirkwood Avenue and Magnolia Avenue; Lots Nos. 342 through 348 in said Galloway Addition, that part of the vacated alley located between said Lots Nos. 342 through 348 and Lots Nos. 409 through 415 in said Galloway Addition, that part of said Lots Nos. 409 through 415 in said Galloway Addition, all being located in the City of Waterloo, Black Hawk County Iowa, described as follows:

Beginning at the Northwesterly corner of said Lot 342, point being a found 1”o.d. iron pipe;

Legal Descriptions:

thence along the Northeasterly extension of the Northwesterly line of said Lot 342 North 20°39’08” East 130.03 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence Northwesterly 36.74 feet along a curve concave Westerly, having a radius of 30.0 feet, a central angle of 70°10'09”, and a long chord of North 14°25'56” West 34.49 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 19°37’08” East 9.33 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 00°23’21” West 210.0 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 89°36’39” East 147.27 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence Northeasterly 50.94 feet along a curve concave Southerly, having a radius of 64.0 feet, a central angle of 45°36', and a long chord of North 66°48'39” East 49.6 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 89°36’39” East 93.05 feet to the East line of said Lot 36, also being on the West line of said Magnolia Parkway, point being a set No. 4 rebar with maroon plastic cap #21096;
thence along said West line South 00°24’ East 188.82 feet to the Southeast corner of Lot 32 in said Galloway Addition, point being a found 1¼”o.d. iron pipe;
thence along said West line South 00°21’32” East 60.04 feet to the Northeast corner of School Lot in said Galloway Addition, point being a found 1¼”o.d. iron pipe;
thence along said West line South 00°21’32” East 98.83 feet to the Southeast corner of said School Lot, point being a found 1¼”o.d. iron pipe;
thence along the Northwesterly line of said Magnolia Parkway South 20°51’04” West 60.36 feet to the Northeasterly corner of said Lot 348, point being a found 1¼”o.d. iron pipe;
thence along said Northwesterly line South 20°37’42” West 124.62 feet to the Southeasterly corner of said Lot 348, point being a found 1”o.d. iron pipe;

thence along said Northwesterly line South 20°57’53” West 16.02 feet to the Northeasterly corner of said Lot 409, point being a found 1”o.d. iron pipe;
thence along said Northwesterly line South 20°48’05” West 4.83 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 69°17’49” West 289.22 feet to the Northwesterly line of said Lot 415, point being a set No. 4 rebar with maroon plastic cap #21096;
thence along said Northwesterly line and along the Southeasterly line of said Evergreen Avenue and along the Northwesterly line of said Lot 342 North 20°39’08” East 145.87 feet to the Point of Beginning.
Containing 3.22 acres.
Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.
Note: The West line of said Lot 342 is assumed to bear North 20°39’08” East for this description.

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 Big Hand Pepper, LLC ("Company"), and the City of Waterloo, Iowa ("City").

RECITALS

A. City is the owner of real property formerly known as the Edison School site and identified as parcel no. 8913-22-312-002, 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 thirty-two (32) single-family dwellings 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 in timely fashion following written notice of such objections from Company, Company may terminate this Agreement without further obligation. City shall provide any title documents it has in its possession, including any abstracts, to assist in title review.

2. **Improvements by Company.** Company acknowledges that it has had a reasonable opportunity to inspect the Property and to conduct other due diligence related to the Project. Company agrees to accept the Property in its "AS IS" condition, without any warranty from City, expressed or implied, as to the condition of the Property, its marketability, or its fitness for any particular purpose. At its own cost Company shall:

(a) take all measures necessary to prepare the Property for development,
(b) plat a subdivision for the Property, including therein such dedications, easement reservations, and restrictions as are required by or acceptable to City,
(c) construct to a finished state thirty-two (32) single-family dwellings, including installation of driveways and sidewalks for each lot,
(d) install all necessary infrastructure (including but not limited to extension of water and sewer) to support the Project,
(e) install a street in place of the existing alley between Bismark Avenue and Harwood Avenue,
(f) install a new street within the subdivision, and
(g) 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 in each the foregoing clauses are referred to collectively as the "Improvements", and the improvements described in clauses (d), (e), and (f) are referred to as the "Infrastructure 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 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".

3. **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, which Plans shall be subject to approval as provided

in this Section. 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.

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 all applicable federal, state and local laws, ordinances, rules and regulations and City permit and design review requirements; (c) the Plans are adequate for purposes of this Agreement to provide for the construction of the Improvements, and (d) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Plans 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.

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.

A. Subject to Unavoidable Delays (defined below), Company must obtain a building permit and begin construction of the Improvements, including but not limited to the Infrastructure Improvements, within four (4) months after the date of this Agreement (the "Project Start Date"), and construction of Infrastructure Improvements and four (4) homes must be Substantially Completed within twelve (12) months after the date of this Agreement (the "First Phase Completion Date"). Company shall thereafter continue construction of

new homes and related improvements on a schedule so that no less than four (4) homes are Substantially Completed per calendar year. 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.

B. If Company has not begun construction of the Improvements before the Project Start Date, City may terminate this Agreement as set forth in Section 15, 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 First Phase 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 First Phase 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 within the allowed period of extension, City may terminate this Agreement as set forth in Section 15, 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 any 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.

C. Termination of this Agreement by City, and any related reverter of title obligations, shall not apply with respect to any area on which Improvements have been Substantially Completed or substantial progress toward completion is being made in City's reasonable judgment (the Property other than such excepted area(s) being the "Undeveloped Property"). In the event of any termination, City shall have no further obligations under this Agreement with respect to the Undeveloped Property.

D. If Company determines at any time that the Project, in whole or in part, is not economically feasible, then after giving thirty (30) days' advance written notice to City, Company may convey the Undeveloped Property to City by special warranty deed, free and clear of any lien, claim, or encumbrance arising by or through Company, and thereupon neither party shall have any further obligation under this Agreement with respect to the Undeveloped Property, except as expressly provided. In connection with any conveyance to City, Company shall pay in full, so as to discharge or satisfy, all liens, claims, charges, and encumbrances on or against the Undeveloped Property or any part thereof.

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 reverted 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 reverted 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 on Company's behalf and as its attorney-in-fact City shall be authorized, but no 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.

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 reverted Property of any type or nature whatsoever that attaches to the reverted 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.** The incentives described in the following subsections of this Section 7 are in addition to the other Project incentives extended by City to Company hereunder.

A. Vacated Alley. City agrees to take all steps necessary to vacate the alley lying between Lots 342 and 415, and the half alley adjacent to Lot 414, and to convey same to Company by quit claim deed concurrently with conveyance of the Property. The provisions of Section 1 pertaining to abstract update and title review shall apply.

B. Infill Grant. As provided in the City's infill housing policy, City will pay a grant of $5,000.00 to Company for timely completion of each dwelling unit of the Improvements. Each such grant will be payable within sixty (60) days after City has verified that a given unit has been Substantially Completed.

C. Partial Tax Exemption. Because the Property is located in a designated Consolidated Urban Revitalization Area (CURA), the Property is

eligible for tax exemption consistent with and to the extent provided for in Iowa law and City ordinance, provided that Company meets all requirements to qualify for such exemption.

D. Sidewalk installation. In connection with construction of the Park, City will install a 6-foot wide sidewalk between Harwood Avenue and Bismark Avenue following a path as indicated in approved Plans. Company agrees to allow all access to the Property that is reasonably necessary for City, its employees, contractors and agents, to construct said sidewalk. Company shall be responsible to construct all other sidewalks at its own expense. After construction, maintenance of all sidewalks will be the sole cost and responsibility of Company or its successors in interest.

8. **No Encumbrances; Limited Exception.** Until completion of the Improvements, Company agrees that it shall not create, incur, or suffer to exist any Liens on the Property, other than such mortgage or mortgages as may be reasonably necessary to finance Company's completion of the Improvements and of which Company notifies City before Company executes any such mortgage. Company may not mortgage the Property or any part thereof for any purpose except in connection with financing of the Improvements.

9. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Property prior to completion of the Project, whether in whole or in part, to any other person or entity without the prior written consent of City. Reasonable grounds for the City to withhold its consent shall include but are not limited to the inability of the proposed transferee to demonstrate to the City's satisfaction that it has the financial ability to observe all of the terms to be performed by Company under this Agreement.

10. **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 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.

11. **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.

12. **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.

13. **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 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 construction, installation, ownership, and operation of the Improvements, or (3) otherwise as a result of or in connection with the Project or Company's failure to carry on or complete same.

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.

14. **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.

15. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, City may terminate this Agreement, in whole or in part. 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.

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.

16. **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.

17. **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.

18. **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.

19. **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, 616 Clay Street, Cedar Falls, Iowa 50613, Attention: _____.

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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

25. **Counterparts.** This Agreement may be executed in 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.

26. **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.

27. **Time of Essence.** Time is of the essence of this Agreement.

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

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

BIG HAND PEPPER, LLC

By: _____

Title: _____

EXHIBIT “A”

Property Description

Lots 171 thru 181, inclusive, First Addition to Galloway in the City of Waterloo, Iowa.

Lots 21 thru 42, inclusive, and parcel designated as “School”, Galloway in the City of Waterloo, Iowa.

Lots 342 thru 348, inclusive, Galloway in the City of Waterloo, Iowa.

The northeasterly five (5) feet of Lots 409 thru 415, inclusive, Galloway in the City of Waterloo, Iowa.

Vacated Evergreen Avenue lying Easterly of and adjacent to Lots 171 thru 181, inclusive, First Addition to Galloway in the City of Waterloo, Iowa and lying Westerly of and adjacent to Lots 21 thru 31, inclusive, Galloway in the City of Waterloo, Iowa.

Alley lying between Lots 21 thru 42, inclusive, Galloway in the City of Waterloo, Iowa.

That portion of Rock Island Avenue from Magnolia Parkway to Evergreen Avenue described as follows: Commencing at the Southeast corner of Lot 32, Galloway in the City of Waterloo, Iowa, which point is also the Northwest corner of the intersection of Magnolia Parkway and Rock Island Avenue both of which are streets in said addition of Galloway in the City of Waterloo, Iowa; thence West along the North line of Rock Island Avenue, which is also the South boundary lines of Lots 31 and 32, said addition, 266 feet to the Southwest corner of Lot 31, said addition of Galloway, which point is the East line of Evergreen Avenue; thence South on a continuation of the East line of said Evergreen Avenue as passing Lots 21 to 31, inclusive, 56.3, more or less, to the NE-ly line of Harwood Avenue continued in a straight line to an intersection with the extension of Evergreen Avenue as described above; thence SE-ly 10.3 feet, more or less, to the South line of Rock Island Avenue; thence East 256.4 feet to the West line of Magnolia Parkway which is also the Northeast corner of the fractional block designated as “School” and bounded by Harwood Avenue, Magnolia Parkway and Rock Island Avenue; thence North 60 feet to the place of beginning.

That portion of Harwood Avenue lying between Magnolia Parkway and Evergreen Avenue in the City of Waterloo, Black Hawk County, Iowa.

That portion of the vacated alley extending from Magnolia Parkway to Evergreen Avenue in Galloway in the City of Waterloo, Iowa, described as follows: Beginning at the SE-ly corner of Lot 348; running Westerly to the SW-ly corner of Lot 343; thence SW-ly 8 feet to the center line of the alley; thence Easterly 40 feet; thence SW-ly 8 feet to the NW-ly corner of Lot 413; thence Easterly to the NE-ly corner of Lot 409; thence Northerly to the place of beginning.

EDISON ADDITON
WATERLOO, IA

CONCEPTUAL DRAWING AND
PRELIMINARY LOT LAYOUT

1/6/2022

PRELIMINARY
NOT FOR CONSTRUCTION



SCALE 1"=80'
0 80'

Earthworx Civil Solutions, LLC
2920 McClain Dr.
Cedar Falls, IA 50613
Phone Number: (319) 575-2725

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, and authorizing the Mayor and City Clerk to execute said document.

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

ATTACHMENTS:

	Description	Type
	Lateral Transfer and Retention Package	Backup Material
	WPPA 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, and authorizing the Mayor and City Clerk to execute said document.
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 12: Health Insurance

Newly hired police officers shall receive health insurance beginning with his/her first day of employment 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

For the Waterloo Police Protective Association

Memorandum of Understanding between

City of Waterloo & the Waterloo Police Protective Association

June 2022

CITY OF WATERLOO

Council Communication

Resolution approving a 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.

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

ATTACHMENTS:

Description	Type
Harley Davidson Lease	Backup Material

SUBJECT:	Resolution approving a 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.
Submitted by:	Submitted By: Aaron McClelland, Police Captain
Recommended Action:	Request that the City Council pass a resolution authorizing Mayor Hart to sign the lease agreement with Silver Eagle Harley Davidson for 2 Police Motorcycles for a 12 month period at a cost of $4000.
Summary Statement:	This is a one year lease to continue the motorcycle patrol that the Police Department uses during the summer months for $166.67 per month per motorcycles for twelve months.
Neighborhood Impact:	N/A
Data/Analysis and Strategies:	N/A
Implementation, Accountability, and Communication:	General Funds
Expenditure Required/Source of Funds:	Yes
Alternative:	The Police Department does not own motorcycles, without the lease there would be no motorcycle patrol enforcement during the warmer months.
Legal Descriptions:	Two 2018 Harley- Davidson Police Motorcycle, model FLHTP VIN # 1HD1FMC12JB649754 and 1HD1MC17JB649698

SILVER EAGLE HARLEY-DAVIDSON FLHTP LEASE

This agreement made and entered into between Silver Eagle Harley-Davidson/Buell, designated as the lessor, and the City of Waterloo, Iowa, designated as the lessee, made this 1st day of April in the year 2022 , for the purpose of leasing to the lessee two (2) Harley-Davidson Police Motorcycles under the following terms and conditions:

1. EQUIPMENT.

2018 Harley-Davidson Police motorcycle, model FLHTP with windshield, tour pack, and saddlebags. VIN# 1HD1FMC12JB649754.

2018 Harley-Davidson Police motorcycle, model FLHTP with windshield, tour pack, and saddle bags. VIN# 1HD1FMC17JB649698.

2. AGREEMENT TERMS.

This shall be effective as of the date of execution through December 31, 2022. This twelve (12) month lease is turnable after nine (9) months. The motorcycle(s) leased under this agreement is to be used for police and related activities only. The twelve (12) months of the lease the lessee is responsible for maintenance listed in section 3, and the insurance requirement in section 4. The twelve (12) months of the lease, the lessee is required to pay an amount of $166.67 per month/per bike for twelve (12) months/per bike or $2000.00/per bike for the year along with maintenance in section 3, and the insurance requirement in section 4. This lease provides for the installation of law enforcement equipment.

3. MAINTENANCE.

Lessee shall pay for services provided to the motorcycle(s) for normal wear & tear items (i.e.: brakes, tires, etc.). Lessee shall be billed the usual and customary service costs of the lessor in connection, with the services provided. Payment will be for services on the motorcycle(s), not for the motorcycle(s) themselves.

4. INSURANCE.

At their own expense, the lessee shall carry automobile liability insurance with a minimum combine single limit of $1,000,000 with respect to the motorcycle(s), and shall carry public liability and property damage insurance sufficient to protect the lessor from liability in all events. The lessee shall carry workers compensation insurance covering all of it s employees working on, in or about the motorcycle(s). A certificate of insurance evidencing said coverage and listing the Silver Eagle Harley-Davidson/Buell, as additional name insured shall be issued to the lessee.

The lessee shall furnish to the lessor certificates or other satisfactory evidences of all insurance coverage described above as required terms and conditions of this agreement.

The lessee shall carry comprehensive general liability insurance including general liability exposure coverage with a minimum combined single limit of $1,000,000. A certificate of insurance evidencing such coverage and listing the Silver Eagle Harley-Davidson/Buell as an additional name insured shall be issued to the lessee.

5. HOLD HARMLESS INDEMNIFICATION BETWEEN PARTIES.

The lessee agrees to protect, defend, indemnify and hold harmless the lessor from and to the extent permitted by law, against any losses, penalties, damages, settlements, costs, charges or other expenses or liabilities of any kind in connection with the leasing of the motorcycle(s) as described in this document, except that the lessee shall not be liable for the negligence of the lessor that might arise out of the maintenance of the described motorcycle(s), or such losses that may arise while the motorcycle(s) are under the care, custody or control of the lessor.

6. CARE AND USE OF EQUIPMENT.

The lessor agrees to maintain the motorcycle(s) pursuant to the manufacturer's standard preventive maintenance contract and/or recommendations. All repairs and maintenance shall be made at Silver Eagle Harley-Davidson/Buell, 4022 Sergeant Road, Waterloo, Iowa 50701. The lessees, at their own expense, shall ensure delivery of the motorcycle(s) to Silver Eagle Harley-Davidson/Buell, 4022 Sergeant Road, Waterloo, Iowa 50701, for every service starting at 1000 mile, 2500 mile, and 5000 mile for regular maintenance at the lessee's expense. The maintenance fee is done at the normal shop rate.

The lessee shall protect the motorcycle(s) from deterioration other than normal wear and tear, the lessee shall use the motorcycle(s) for police related activities only, without abuse, and shall not make repairs, modifications, alterations or additions to the motorcycle(s) without written consent of the lessor.

The lessor shall have the right, after first notifying lessee and during regular business hours, to enter upon the premises where the motorcycle(s) are located in order to inspect, observe or otherwise protect the lessor's interest, and the lessee shall afford them the reasonable opportunity to do so.

7. DAMAGE OR DETERIORATION OF THE MOTORCYCLE.

In the event the motorcycle(s) are partially damaged or destroyed prior to the end of the term of this agreement, the lessee will promptly have the motorcycle(s) repaired and restored to its original condition and working order at their expense.

In the case of theft or total loss of the motorcycle the replacement value of the motorcycle shall be $20,500.00.

8. RIDER RESPONSIBILITIES.

There shall be one or more rider for the motorcycle(s), and that rider shall be responsible for keeping the motorcycle(s) clean and for reporting any repairs needed to the lessor.

9. EVENTS OF DEFAULT AND REMEDIES

Lessee shall be deemed to be in default under this agreement upon the happening of any of the following events of default.

A. Lessee fails to comply with any term, covenant or condition contained herein.

Upon the occurrence of any event of default as specified above, should lessee fail to remedy such event of default with all reasonable dispatch within a period of thirty (30) days, lessor shall have the right, after written notice to the lessee, to pursue any of the following remedies.

1. Repossession of the motorcycle(s), including the right to sell or lease the motorcycle(s) for the account of the lessee.

The lessor shall be deemed to be in default under this agreement upon failure to comply with any term, covenant or condition contained herein.

LESSEE:

_____

By: _____

Printed Name: _____
Title: _____

LESSOR:

Silver Eagle Harley-Davidson/Buell

By: _____

Anthony Lumetta, Owner

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/6/2022
Prepared: 5/9/2022

ATTACHMENTS:

	Description	Type
🗋	Prof Serv Amendment No. 2	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Note: Enhanced CA service is above and beyond our standard Construction Administrative Services as outlined in the fully executed Owner/Architect agreement dated April 2, 2021. Standard services include: shop drawing review, job meetings, punchlist(s), process of closeout documents.

AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Sullivan Brothers Convention Center
Plaza Renovation & Memorial

AGREEMENT INFORMATION:
Date: April 2, 2021
Project No: 21-25083

AMENDMENT INFORMATION:
Amendment Number: 002

Date: April 29, 2022

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

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

The Owner and Architect amend the Agreement as follows:

To provide Enhanced Construction Administrative Services, 1 hr/day through substantial completion.

Note: Enhanced CA service is above and beyond our standard Construction Administration services as outlined in the fully executed Owner/Architect agreement dated April 2, 2021. Standard services include: shop drawing review, job meetings, punchlist(s), process of closeout docs.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Compensation Currently estimated to be 18 weeks. (May 2, 2022 to Sept 2, 2022)
1hr/day x $140/hr (ISG) x 18 weeks x 5day/week = $12,600.00 x 75% ***(est working days)*** **= $9,450.00**

Schedule Adjustment:

Services to coincide with current project schedule of: ***Sullivan Brothers Plaza Renovation***
Substantial Completion Date: 9/2/2022; Final Completion Date: 9/16/22.

SIGNATURES:

I & S Group, Inc. (ISG)	City of Waterloo
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
Tim Verheyen	
SIGNATURE	**SIGNATURE**
Tim Verheyen, PE, Vice President	Quentin Hart, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
April 29, 2022	
DATE	**DATE**

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User Notes: (3B9ADA51)

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/6/2022
Prepared: 5/24/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT:

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.

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Recommended Action:

The Planning and Zoning Commission unanimously recommended approval of the preliminary plat request at their regular meeting on May 10, 2022.

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

1. The plat would not appear to have a negative impact on the surrounding area.
2. The plat would not appear to have a negative impact on traffic conditions in the area.
3. The plat will create an additional infill development site in the Primary Growth Area.

Transmitted herewith is 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. Attachments include:

- Staff report
- Overview Map
- Preliminary Plat
- Engineering Letter

The proposed plat area is currently zoned "R-1, R-P" Planned Residence District and "C-P" Planned Commercial District and has been zoned as

since it was rezoned from "R-2" One and Two-Family Residence District on May 9, 2011. The surrounding uses and zoning:

North – Residential Development, "R-2" One and Two-Family Residence District.

South – Vacate land and Commercial Development, zoned "C-1" Neighborhood Commercial District and "C-1,C-Z" Conditional Zoning District.

East – Commercial Development, zoned "C-1" Neighborhood Commercial District and Residential Development, zoned "R-2" One and Two-Family Residence District

West –Commercial Development, zoned "C-1" Neighborhood Commercial District and Residential Development zoned "R-2" One and Two-Family Residence District.

There is a 4" drain tile underneath Falls Avenue; an 8" water main along the north side of Falls Avenue; a 6" water main along the west side of Magnolia Parkway; an 8" sewer main and 21" storm sewer underneath Magnolia Parkway; a 4" drain tile and 6" water main underneath Evergreen Avenue; a 6" water main along the south side of Harwood Avenue; and an 8" sewer main in between Evergreen Avenue and Magnolia Parkway that is approximately 150' north of the south property line.

Summary Statement:

The Future Land Use Map designates this area as Parks, Open Spaces, Hospitals, Government Facilities, Public Areas, and Airport. The preliminary plat area is located within the Primary Growth Area. However, it should be noted that when the previous Future Land Use Map was created the school was still operating at the site and there was no indication at that time that the school would be closed. The Future Land Use Map should be used as a guide. The Future Land Use Map shows the abutting areas to the west, east, and north as Low-Density Residential and the area along Falls Avenue as Commercial.

The applicant is proposing to plat 32 lots along the proposed roads, Axelwood Drive and Coral Drive. The lot sizes range from 5,160 square feet to 8,622 square feet. The average lot size is 5,631 square feet. The plat contains Parcel I and Parcel H. The total acreage for the subdivision is 4.77 acres.
Tract A (20,918 square feet) and B (6,652 square feet) will be roads, Axelwood Drive and Coral Drive.

Areas that are currently zoned “C-P” Planed Commercial District will be required to submit a site plan amendment as part of the review process in order to build on those sites. This will also enable the public to be part of the review process for all future development.

The preliminary plat contains:
a) Property Lines – Dimensions
b) Date; North Arrow; Scale and Owner

c) Sanitary sewer location
d) Water system location
e) Storm sewer location
f) Easements
g) Size of individual lots
h) Street names
i) Adjoining subdivisions
j) Existing Structures within plat
k) Right of way widths
l) Street Widths
m) Existing and proposed contours

The request would not appear to have a negative impact on the surrounding neighborhood or land use as the surrounding area is primarily single-family homes.

The site is located along the west side of Magnolia Parkway, directly north of Falls Avenue, and along the east side of Evergreen Avenue and south of Bismark Avenue. Magnolia Parkway, Bismark Avenue and Evergreen Avenue are designated as local streets. Falls Avenue is classified as a collector. There currently is a sidewalk on the west side of Evergreen Avenue, the west side of Magnolia Parkway, the south side of Bismark Avenue, and on the south side of Falls Avenue. It would appear that the preliminary plat request would not have a negative impact upon vehicular and pedestrian traffic in the area. Sidewalks will be required along all street frontages as the property develops (adding sidewalks to the north side of Harwood Avenue, and the east side of Evergreen Avenue). It will also eventually be added on the north side of Falls Avenue as part of a separate commercial development.

Neighborhood Impact:

The nearest trail is the University Avenue Trail located three blocks to the south of the site. A wide sidewalk will be installed through the development connecting between Harwood Avenue and Bismark Avenue in what will be developed as a public park.

There will be no screening required as part of the platting. Screening could occur as part of the development of commercial lots to the south, when they are developed with commercial buildings.

The southern portion of the property is located in Zone X (Protected by Levee) and the remaining property is not located in a special flood hazard area as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, 19013C0188F, dated July 18, 2011.

Edison Elementary was demolished in 2017 and in the approved site plan, 2.2 acres of the former school site is shown to be set aside as a park primarily in the northeast portion of the site with a walkway connection between Evergreen Avenue and Bismark Avenue. Fred Becker Elementary is located 1 mile to the southwest and Central Middle School is located 1 1/2 mile to the southwest.

Expenditure Required/Source of None

Funds:

Legal Descriptions:

THIS PLAT REPRESENTS A SURVEY OF PARCEL H

Lots Nos. 171 through 181 in First Addition to Galloway, that part of vacated Evergreen Avenue located between Harwood Avenue and Bismark Avenue, that part of vacated Rock Island Avenue located between Harwood Avenue and Magnolia Parkway, that part of Harwood Avenue located between Kirkwood Avenue and Evergreen Avenue, all being located in the City of Waterloo, Black Hawk County Iowa, described as follows:

Beginning at the most Westerly Southwesterly corner of said Lot 171 in said First Addition to Galloway, point being a found 1"o.d. iron pipe;
thence along the West lines of said Lots Nos. 171-181 North 00°22'52" West 440.59 feet to the Northwest corner of said Lot 181, point being a set No. 4 rebar with maroon plastic cap #21096;
thence along the North line of said Lot 181 North 89°48'18" East 125.09 feet to the Northeast corner of said Lot 181, point being a found 1"o.d. iron pipe;
thence along the South line of Bismark Avenue North 89°06'13" East 19.91 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence South 00°22'52" East 448.24 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence South 26°03'54" West 45.09 feet to the Southeasterly extension of the Southwesterly line of said Lot 171, point being a set No. 4 rebar with maroon plastic cap #21096;
thence along said Southeasterly extension and along said Southwesterly line of Lot 171 North 69°15'46" West 133.91 feet to the Point of Beginning.
Containing 1.55 acres.
Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.
Note: The West lines of said Lots Nos. 171-181 are assumed to bear North 00°22'52" West for this description.

THIS PLAT REPRESENTS A SURVEY OF PARCEL I

That part of vacated Evergreen Avenue located between the Southwesterly line of Harwood Avenue and Bismark Avenue, that parts of Lots Nos. 27 and 36 in Galloway Addition, Lots Nos. 28 through 35 in said Galloway Addition, that part of the vacated alley lying between said Lots Nos. 27 through 31 and Lots Nos. 32 through 36, that part of vacated Rock Island Avenue located between Harwood Avenue and Magnolia Parkway, School Lot in said Galloway Addition, that part of vacated Harwood Avenue located between Kirkwood Avenue and Magnolia Avenue; Lots Nos. 342 through 348 in said Galloway Addition, that part of the vacated alley located between said Lots Nos. 342 through 348 and Lots Nos. 409 through 415 in said Galloway Addition, that part of said Lots Nos. 409 through 415 in said Galloway Addition, all being located in the City of Waterloo, Black Hawk County Iowa, described as follows:

Beginning at the Northwesterly corner of said Lot 342, point being a found 1"o.d. iron pipe;
thence along the Northeasterly extension of the Northwesterly line of said Lot 342 North 20°39'08" East 130.03 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence Northwesterly 36.74 feet along a curve concave Westerly, having a

radius of 30.0 feet, a central angle of 70°10'09", and a long chord of North 14°25'56" West 34.49 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 19°37'08" East 9.33 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 00°23'21" West 210.0 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 89°36'39" East 147.27 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence Northeasterly 50.94 feet along a curve concave Southerly, having a radius of 64.0 feet, a central angle of 45°36', and a long chord of North 66°48'39" East 49.6 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 89°36'39" East 93.05 feet to the East line of said Lot 36, also being on the West line of said Magnolia Parkway, point being a set No. 4 rebar with maroon plastic cap #21096;
thence along said West line South 00°24' East 188.82 feet to the Southeast corner of Lot 32 in said Galloway Addition, point being a found 1¼"o.d. iron pipe;
thence along said West line South 00°21'32" East 60.04 feet to the Northeast corner of School Lot in said Galloway Addition, point being a found 1¼"o.d. iron pipe;
thence along said West line South 00°21'32" East 98.83 feet to the Southeast corner of said School Lot, point being a found 1¼"o.d. iron pipe;
thence along the Northwesterly line of said Magnolia Parkway South 20°51'04" West 60.36 feet to the Northeasterly corner of said Lot 348, point being a found 1¼"o.d. iron pipe;
thence along said Northwesterly line South 20°37'42" West 124.62 feet to the Southeasterly corner of said Lot 348, point being a found 1"o.d. iron pipe;
thence along said Northwesterly line South 20°57'53" West 16.02 feet to the Northeasterly corner of said Lot 409, point being a found 1"o.d. iron pipe;
thence along said Northwesterly line South 20°48'05" West 4.83 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 69°17'49" West 289.22 feet to the Northwesterly line of said Lot 415, point being a set No. 4 rebar with maroon plastic cap #21096;
thence along said Northwesterly line and along the Southeasterly line of said Evergreen Avenue and along the Northwesterly line of said Lot 342 North 20°39'08" East 145.87 feet to the Point of Beginning.
Containing 3.22 acres.
Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.
Note: The West line of said Lot 342 is assumed to bear North 20°39'08" East for this description.

REQUEST:	Request by Big Hand Pepper, LLC for the Preliminary Plat of Edison Addition, a 32-lot residential subdivision in the “R-1,R-P” Planned Residence District and “C-P” Planned Commercial District located west of 420 Harwood Avenue.
APPLICANT:	Big Hand Pepper, LLC, 616 Clay Street, Cedar Falls, IA 50613
GENERAL DESCRIPTION:	The applicant is requesting to plat the property in question for the purpose of creating a 32-lot residential subdivision for single-family homes, located west of 420 Harwood Avenue.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request would not appear to have a negative impact on the surrounding neighborhood or land use as the surrounding area is primarily single-family homes.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The site is located along the west side of Magnolia Parkway, directly north of Falls Avenue, and along the east side of Evergreen Avenue and south of Bismark Avenue. Magnolia Parkway, Bismark Avenue and Evergreen Avenue are designated as local streets. Falls Avenue is classified as a collector. There currently is a sidewalk on the west side of Evergreen Avenue, the west side of Magnolia Parkway, the south side of Bismark Avenue, and on the south side of Falls Avenue. It would appear that the preliminary plat request would not have a negative impact upon vehicular and pedestrian traffic in the area. Sidewalks will be required along all existing street frontages as the property develops (adding sidewalks to the north side of Harwood Avenue, and the east side of Evergreen Avenue). It will also eventually be added on the north side of Falls Avenue as part of a separate commercial development.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	The nearest trail is the University Avenue trail located three blocks to the south of the site. A wide sidewalk will be installed through the development connecting between Harwood Avenue and Bismark Avenue in what will be developed as a public park.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area is currently zoned “R-1, R-P” Planned Residence District “C-P” Planned Commercial District and has been zoned as such since it was rezoned from “R-2” One and Two-Family Residence District on May 9, 2011. Surrounding land uses and their zoning: **North** – Residential Development, “R-2, One and Two-Family Residence District **South** – Vacant Land and Commercial Development, zoned “C-1” Neighborhood Commercial District and “C-1, C-Z” Conditional Zoning District. **East** – Commercial Development, zoned “C-1” Neighborhood Commercial District and residential development zoned “R-2” One and Two-Family Residence District.

	West – Commercial Development, zoned "C-1" Neighborhood Commercial District and residential development zoned "R-2" One and Two-Family Residence District.
DEVELOPMENT HISTORY:	Commercial buildings along Falls Avenue were built between 1946 and 1977. Commercial builds along Evergreen Avenue and Magnolia Parkway were built between 1929 and 1962. Nearby residential buildings were constructed between the 1910s and 1960s.
BUFFERS/ SCREENING REQUIRED:	There will be no screening required as part of the platting. Screening could occur as part of the development of commercial lots to the south, when they are developed with commercial buildings.
DRAINAGE:	The applicant will need to get a drainage plan approved through the Engineering Department.
FLOODPLAIN:	The southern portion of the property is located in Zone X (Protected by Levee) and the remaining property is not located in a special flood hazard area as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, 19013C0188F, dated July 18, 2011.
PUBLIC /OPEN SPACES/ SCHOOLS:	Edison Elementary was demolished in 2017 and in the approved site plan, 2.2 acres of the former school site is shown to be set aside as a park primarily in the northeast portion of the site with a walkway connection between Evergreen Avenue and Bismark Avenue. Fred Becker Elementary is located 1 mile to the southwest and Central Middle School is located 1 ½ mile to the southwest.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC:	There is 4" drain tile underneath Falls Avenue; an 8" water main along the north side of Falls Avenue; a 6" water main along the west side of Magnolia Parkway; an 8" sewer main and 21" storm sewer underneath Magnolia Parkway; 4" drain tile and 6" water main underneath Evergreen Avenue; a 6" water main along the south side of Harwood Avenue; and an 8" sewer main in between Evergreen Avenue and Magnolia Parkway that is approximately 150' north of the south property line.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as Parks, Open Spaces, Hospitals, Government Facilities, Public Areas, and Airport. The site plan amendment area is located within the Primary Growth Area. However, it should be noted that when the previous Future Land Use Map was created the school was still operating at the site and there was no indication at that time that the school would be closed. The Future Land Use Map should be used as a guide. The Future Land Use Map shows the abutting areas to the west, east, and north as Low-Density Residential and the area along Falls Avenue as Commercial.

STAFF ANALYSIS – ZONING ORDINANCE:

The applicant is requesting a preliminary plat for former Edison Elementary School site that was demolished in 2017. Currently, the site is zoned “R-1,R-P” Planned Residence District and “C-P” Planned Commercial District and has been zoned as such since May 9, 2011. When the City took possession of the property, the area was rezoned to encourage infill of single-family homes. The preliminary plat is proposing 32 single family homes. The 2.2+ acre park on the northeast corner is excluded from the plat, as is the future commercial lots along Falls Avenue.

The residential layout is unique given the footprint of the former school, locations of the infrastructure, previous platted lots, and desire to include a park within the area to replace one that existed when it was a school.

As such, Lots 1-11 will have entrance to their lots by an improved and named alley, Coral Drive, (26’ wide) from the west. This is an existing alley that will be hard surfaced and enlarged. The lots will face the park and public walkway.

Lots 12-21 and 22-32 will have a new named alley (Axelwood Drive), for primary access from the rear, Lots 22-32 also abut Magnolia Parkway. Lots 12-16 will also have frontage on Evergreen Avenue, but 17-21 only have frontage from the new alley. The existing and new alley will be named for addressing purposes for a portion of the lots. The new alley will be 26’ wide, and paved, to accommodate garbage truck pickup and potential snow plows.

The overall design is similar to houses built on Acorn Lane in 2006, in that development the vehicular entrance is to the rear only. There are other older areas of town with similar setups, such as Home Park Boulevard as one example. The design layout is to accentuate the park design, matchup with previously platted lot locations and infrastructure placements, and create an aesthetically pleasing new infill neighborhood. There will be four large oak trees preserved with this design.

The 32 single-family home lots will stay in character and size with the existing residential properties in the area which are made up primarily of one-story and one-and-a-half-story homes.

The Planning, Programming and Zoning Commission voted 4-1-1 to recommend approval of the request for a site plan amendment at their January 11, 2022 meeting, and it was approved by the City Council on February 21, 2022.

At Tech Review, Weliver confirmed with staff that there will be sufficient access to the homes. Weliver also confirmed with staff that the plat shows fire hydrant locations. Johnson noted WaterWorks is working with the project’s engineer over a concern with the distribution of water lines.



Picture 1: Looking north from Falls Avenue along the plat area.



Picture 2: Looking west from Magnolia Parkway.



Picture 3: Looking south from Bismark Avenue toward the proposed park area.

STAFF ANALYSIS – SUBDIVISION ORDINANCE:

The preliminary plat includes the following items:

a) Legal Description

b) Existing Topography Contours

c) Property Lines

e) Date, North Arrow, and Scale

f) Locations of Utilities

h) Individual Lot Dimensions

i) Right-of-way Width's

j) Front and Rear Setback Lines

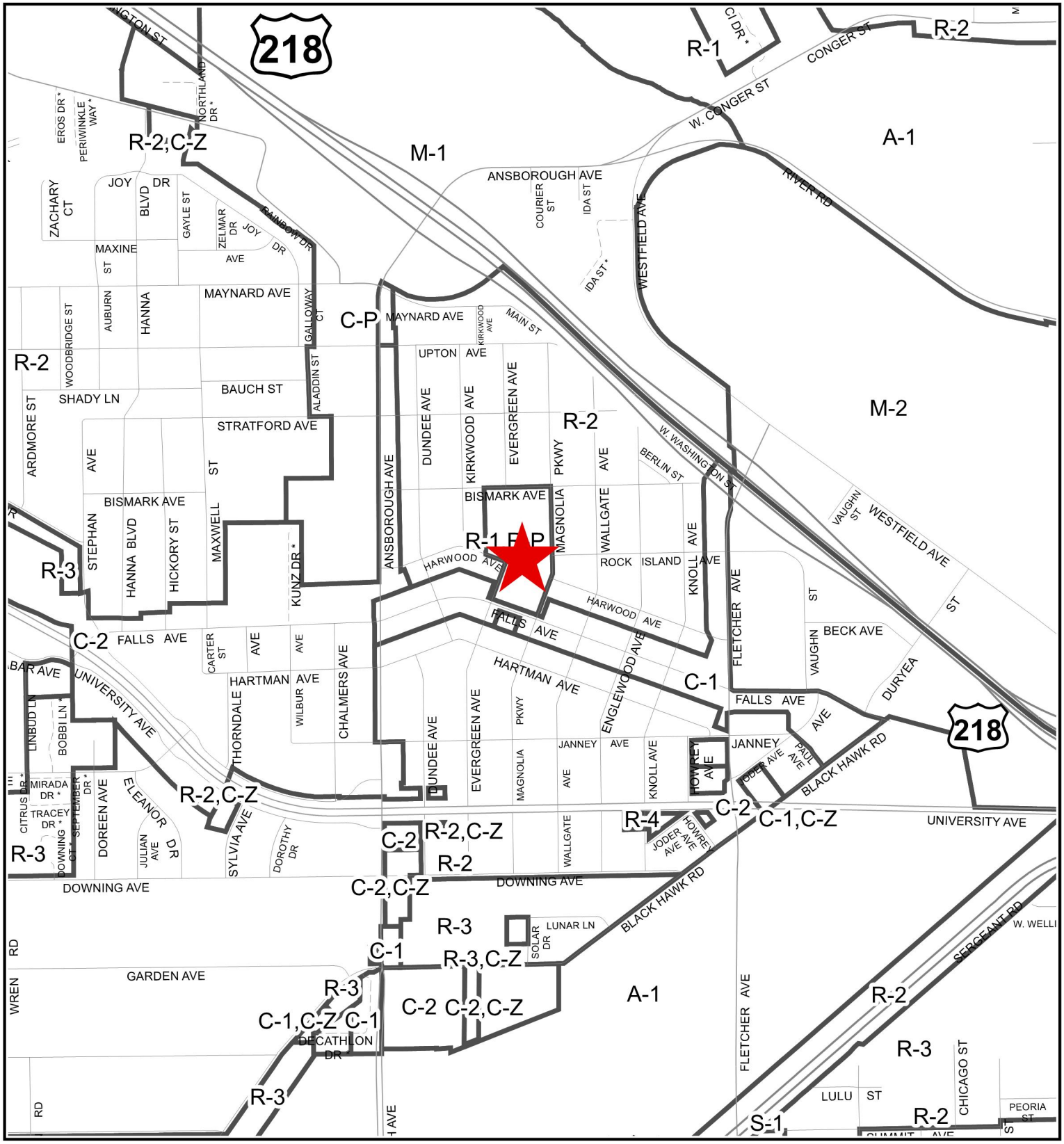
The plat is currently missing some information, including proposed contours, existing easement designations, size of existing utilities and details on new utilities, including proposed gas, electric, communication, and street lights, and is missing reference to what adjoining subdivisions are and what the plat is a re-plat of. The applicant is working on making these corrections, and the request will not be submitted to City Council until the corrections and missing information is provided.

STAFF RECOMMENDATION:

Therefore, staff recommends that the preliminary plat for Edison Addition be approved for the following reasons:

1. The plat would not appear to have a negative impact on the surrounding area.
2. The plat would not appear to have a negative impact on traffic conditions in the area.
3. The plat will create an additional infill development site in the Primary Growth Area.

City of Waterloo Planning, Programming and Zoning Commission
May 10, 2022



West of 420 Harwood
Preliminary Plat
Panther Builders, LLC

City of Waterloo Planning, Programming and Zoning Commission
May 10, 2022



N
W E
S

Waterloo Iowa

West of 420 Harwood
Preliminary Plat
Panther Builders, LLC

NOTES:
SHEET 2: RETRACEMENT INFORMATION & EXISTING EASEMENTS
SHEET 3: DESCRIPTION AND NOTES
SHEET 4: UTILITIES & OTHER IMPROVEMENTS
SHEET 5: TYPICAL SECTIONS OF PROPOSED STREETS

INDEX LEGEND	
Location:	Galloway Addition & First Addition to Galloway, Waterloo, IA
Survey Requested By:	Big Hand Pepper, LLC.
Proprietor:	City of Waterloo, Iowa
Surveyor, Company & Return To Address:	Ted C. Hoodjer, 319-239-3423
	Hoodjer Land Surveying
	414 N. Elizabeth Street
	Clarksville, IA 50619

CURVE	RADIUS	LENGTH	CHORD	DELTA
C1	30.0'	6.47'	N 14°28'18" E 6.46'	12°21'41"
C2	30.0'	30.27'	S 20°36'47" E 29.0'	57°48'28"
C3	30.0'	10.35'	N 59°24'08" W 10.3'	19°46'14"
C4	36.0'	56.55'	S 24°17'49" E 50.91'	90°00'00"
C5	236.0'	8.98'	S 19°36'49" W 8.97'	2°10'44"
C6	236.0'	58.86'	S 11°22'47" W 58.7'	14°17'20"
C7	236.0'	19.05'	S 01°55'23" W 19.04'	4°37'29"
C8	264.0'	20.99'	S 18°25'33" W 20.98'	4°33'17"
C9	264.0'	34.02'	S 12°27'23" W 34.0'	7°23'03"
C10	264.0'	34.02'	S 05°04'20" W 34.0'	7°23'03"
C11	264.0'	8.15'	N 00°29'44" E 8.15'	1°46'10"
C12	64.0'	49.6'	N 21°48'39" E 48.36'	44°24'00"
C13	64.0'	50.94'	S 66°48'39" W 49.6'	45°36'00"
C14	36.0'	56.55'	S 44°36'39" W 50.91'	90°00'00"

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.

TED C. HOODJER
License Number 21096
My license renewal date is December 31, 2023.
All Pages or sheets are covered by this seal except:

5/22/2022
DATE

PROFESSIONAL LAND SURVEYOR — TED C. HOODJER 21096 — IOWA

HOODJER LAND SURVEYING

PRELIMINARY PLAT OF EDISON ADDITION, WATERLOO, IOWA

PROJECT #: 22-111
SHEET: 1 OF 5

PRELIMINARY PLAT OF EDISON ADDITION, WATERLOO, IOWA

PROJECT #: 22-111
SHEET: 2 OF 5

HOODJER LAND SURVEYING

DESCRIPTION

EDISON ADDITON DESCRIPTION

Replat of that part of Galloway Additon and that part of Galloway First Addition to Galloway, all being located in the City of Waterloo, Black Hawk County Iowa, described as follows:

Lots Nos. 171 through 181 in First Addition to Galloway, that part of vacated Evergreen Avenue located between Harwood Avenue and Bismark Avenue, that part of vacated Rock Island Avenue located between Harwood Avenue and Magnolia Parkway, that part of vacated Harwood Avenue located between Kirkwood Avenue and Evergreen Avenue, all being located in the City of Waterloo, Black Hawk County Iowa, described as follows:

Beginning at the most Westerly Southwest corner of said Lot 171 in said First Addition to Galloway, point being a found 1"o.d. iron pipe;
thence along the West lines of said Lots Nos. 171 through 181 North 00°22'52" West 440.59 feet to the Northwest corner of said Lot 181, point being a set No. 4 rebar with maroon plastic cap #21096;
thence along the North line of said Lot 181 North 89°48'18" East 125.09 feet to the Northeast corner of said Lot 181, point being a found 1"o.d. iron pipe;
thence along the South line of Bismark Avenue North 89°06'13" East 19.91 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence South 00°22'52" East 448.24 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence South 26°03'54" West 45.09 feet to the Southeasterly extension of the Southwesterly line of said Lot 171, point being a set No. 4 rebar with maroon plastic cap #21096;
thence along said Southeasterly extension and along said Southwesterly line of Lot 171 North 69°15'46" West 133.91 feet to the Point of Beginning.

Containing 1.55 acres.

Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.

Note: The West lines of said Lots Nos. 171-181 are assumed to bear North 00°22'52" West for this description.

AND

That part of vacated Evergreen Avenue located between Harwood Avenue and Bismark Avenue, that parts of Lots Nos. 27 and 36 in Galloway Addition, Lots Nos. 28 through 35 in said Galloway Addition, that part of the vacated alley lying between said Lots Nos. 27 through 31 and Lots Nos. 32 through 36, that part of vacated Rock Island Avenue located between Harwood Avenue and Magnolia Parkway, School Lot in said Galloway Addition, that part of vacated Harwood Avenue located between Kirkwood Avenue and Magnolia Avenue; Lots Nos. 342 through 348 in said Galloway Addition, that part of the vacated alley located between said Lots Nos. 342 through 348 and Lots Nos. 409 through 415 in said Galloway Addition, that part of said Lots Nos. 409 through 415 in said Galloway Addition, all being located in the City of Waterloo, Black Hawk County Iowa, described as follows:

Beginning at the Northwesterly corner of said Lot 342, point being a found 1"o.d. iron pipe;
thence along the Northeasterly extension of the Northwesterly line of said Lot 342 North 20°39'08" East 30.03 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence Northwesterly 36.74 feet along a curve concave Westerly, having a radius of 30.0 feet, a central angle of 70°10'09", and a long chord of North 14°25'56" West 34.49 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 19°37'08" East 9.33 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 00°23'21" West 210.0 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 89°36'39" East 147.27 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence Northeasterly 50.94 feet along a curve concave Southerly, having a radius of 64.0 feet, a central angle of 45°36', and a long chord of North 66°48'39" East 49.6 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 89°36'39" East 93.05 feet to the East line of said Lot 36, also being on the West line of said Magnolia Parkway, point being a set No. 4 rebar with maroon plastic cap #21096;
thence along said West line South 00°24' East 188.82 feet to the Southeast corner of Lot 32 in said Galloway Addition, point being a found 1¼"o.d. iron pipe;
thence along said West line South 00°21'32" East 60.04 feet to the Northeast corner of School Lot in said Galloway Addition, point being a found 1¼"o.d. iron pipe;
thence along said West line South 00°21'32" East 98.83 feet to the Southeast corner of said School Lot, point being a found 1¼"o.d. iron pipe;
thence along the Northwesterly line of said Magnolia Parkway South 20°51'04" West 60.36 feet to the Northeasterly corner of said Lot 348, point being a found 1¼"o.d. iron pipe;
thence along said Northwesterly line South 20°37'42" West 124.62 feet to the Southeasterly corner of said Lot 348, point being a found 1"o.d. iron pipe;
thence along said Northwesterly line South 20°57'53" West 16.02 feet to the Northeasterly corner of said Lot 409, point being a found 1"o.d. iron pipe;
thence along said Northwesterly line South 20°48'05" West 4.83 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 69°17'49" West 289.22 feet to the Northwesterly line of said Lot 415, point being a set No. 4 rebar with maroon plastic cap #21096;
thence along said Northwesterly line and along the Southeasterly line of said Evergreen Avenue and along the Northwesterly line of said Lot 342 North 20°39'08" East 145.87 feet to the Point of Beginning.

Containing 3.22 acres.

Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.

Note: The West line of said Lot 342 is assumed to bear North 20°39'08" East for this description.

PARCEL H
TO BE RECORDED
PRIOR TO FINAL PLAT

PARCEL I
TO BE RECORDED
PRIOR TO FINAL PLAT

Surveyor
Ted C. Hoodjer, PLS
Hoodjer Land Surveying
414 N. Elizabeth Street
Clarksville, IA 50619

Developer
Big Hand Pepper, L.L.C.
616 Clay Street
Cedar Falls, IA 50613

Owner of Record
City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

Current Zoning
R-1, R-P
(One & Two Family Residential)

Proposed Zoning
R-1, R-P
(One & Two Family Residential)
Min. yard setbacks as shown
on sheet 4

Tract Notes
Tract A shall be reserved for street right of way (Axlewood Drive).
Tract B shall be reserved for street right of way.
(added to existing Alley to make Coral Drive).

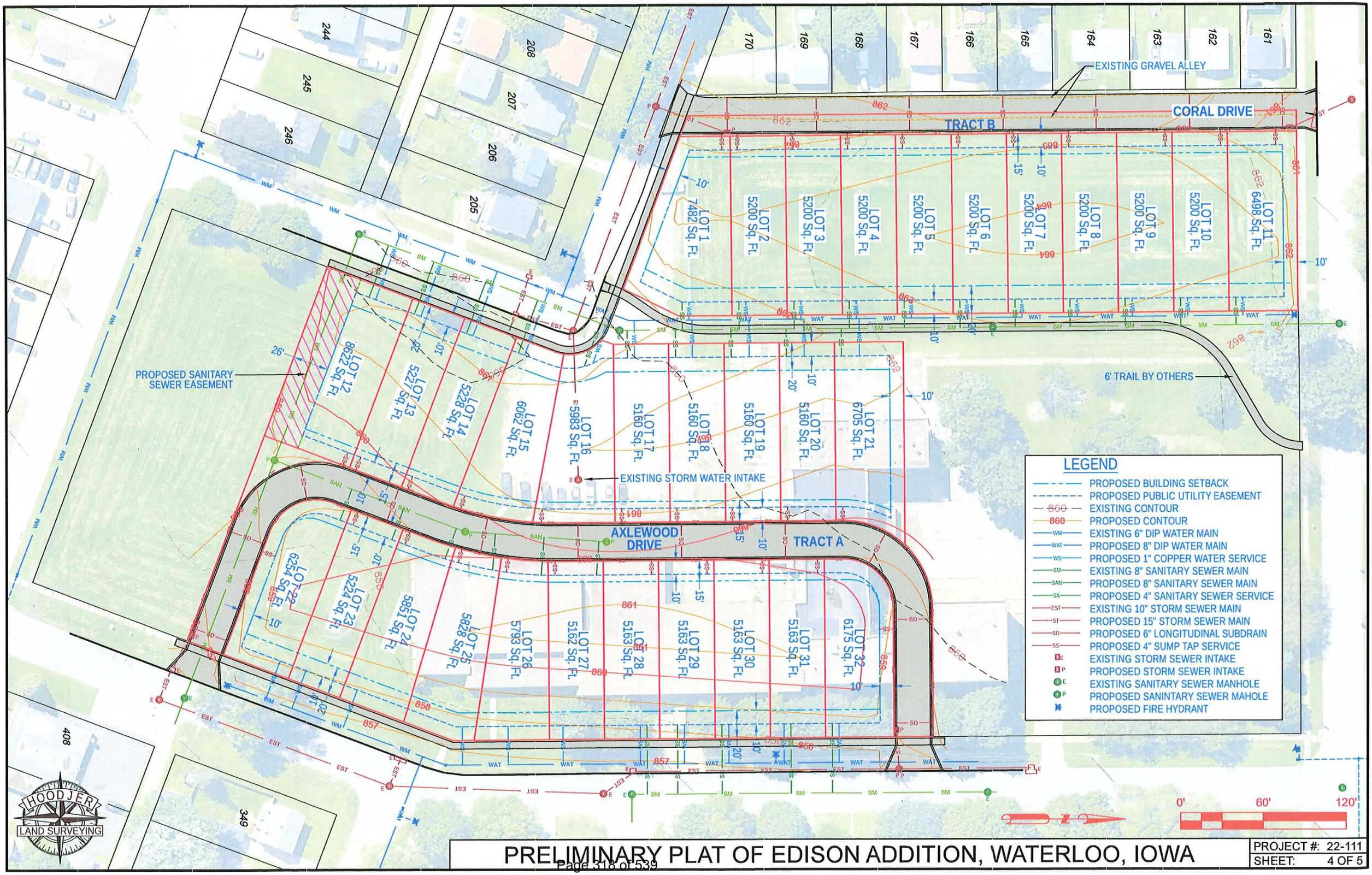
Closure
Subdivision boundary is within the
1:10,000 error of closure requirement.

All lots boundarys are within the
1:5,000 error of closure requirement.

HOODJER LAND SURVEYING

PRELIMINARY PLAT OF EDISON ADDITION, WATERLOO, IOWA

PROJECT #: 22-111
SHEET: 3 OF 5

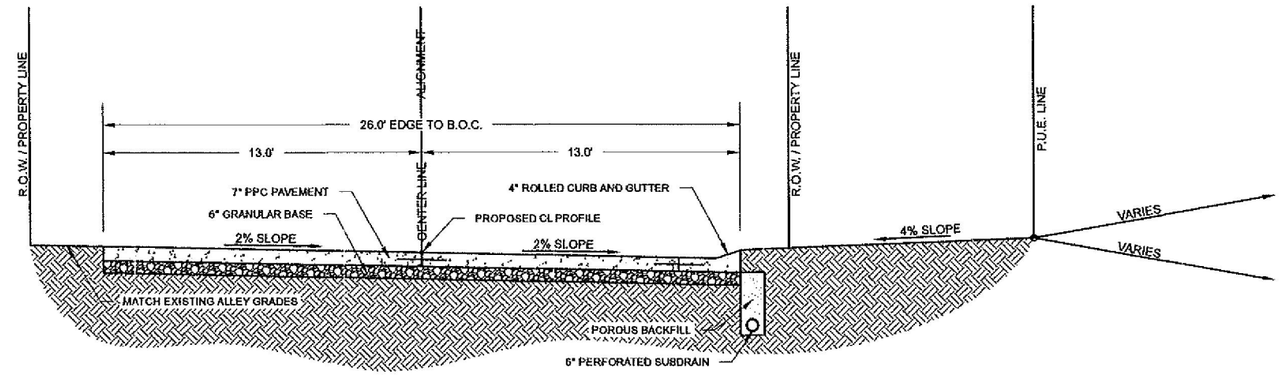


PRELIMINARY PLAT OF EDISON ADDITION, WATERLOO, IOWA

PROJECT #: 22-111
SHEET: 4 OF 5

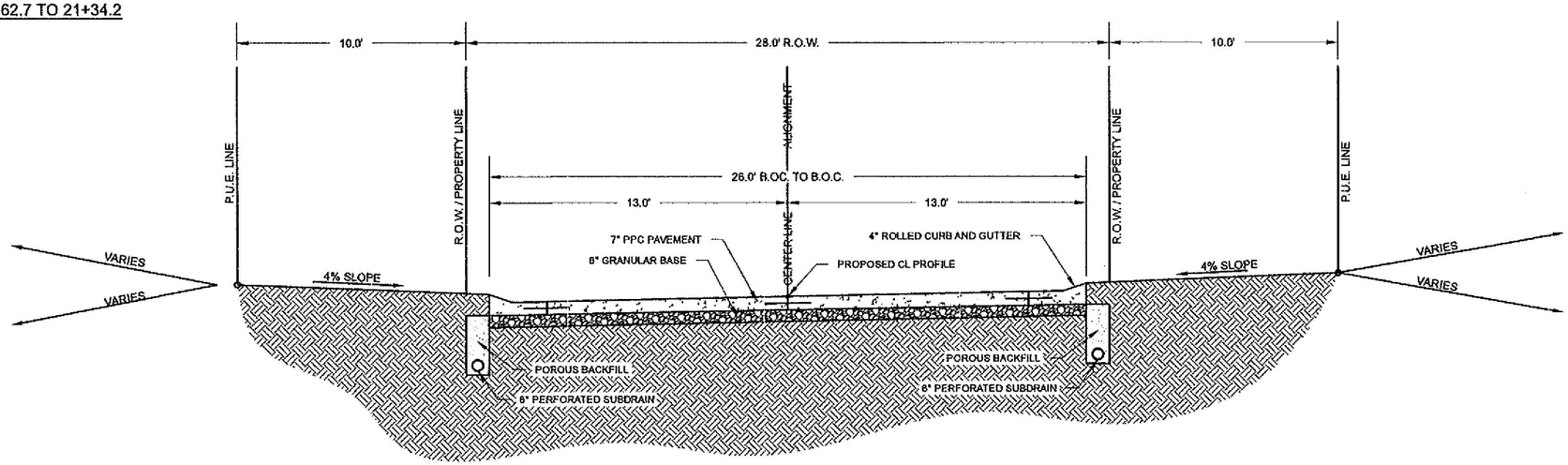
CORAL DRIVE TYPICAL SECTION

NOT TO SCALE



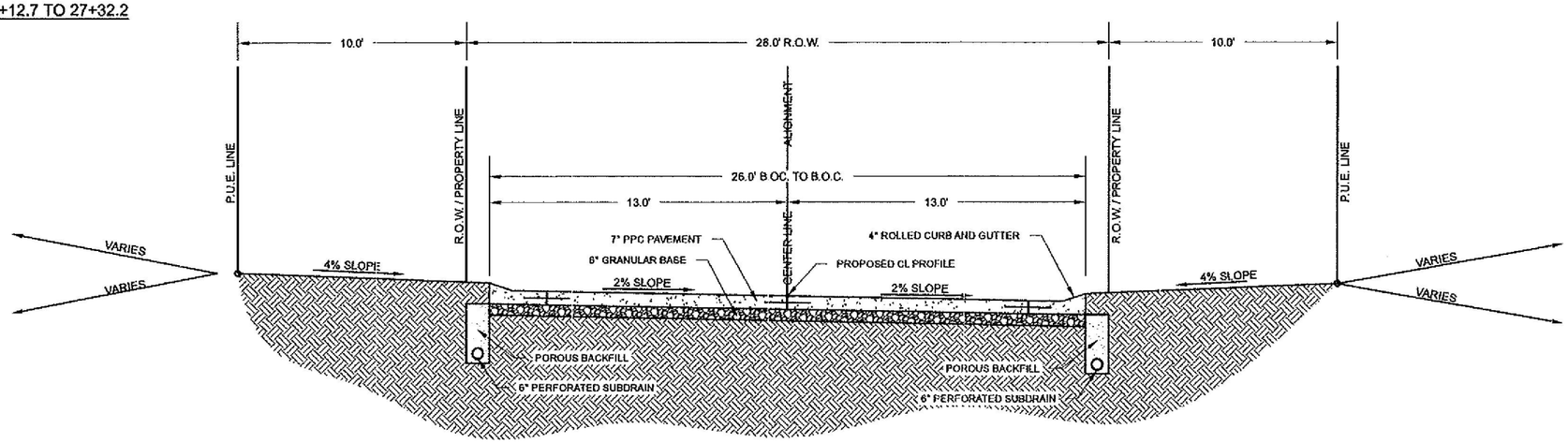
AXLEWOOD DRIVE TYPICAL SECTION 20+62.7 TO 21+34.2

NOT TO SCALE



AXLEWOOD DRIVE TYPICAL SECTION 22+12.7 TO 27+32.2

NOT TO SCALE



HOODJER LAND SURVEYING

PRELIMINARY PLAT OF EDISON ADDITION, WATERLOO, IOWA

PROJECT #: 22-111
SHEET: 5 OF 5

INDEX LEGEND	
Location:	Galloway Addition & First Addition to Galloway, Waterloo, IA
Survey Requested By:	Big Hand Pepper, LLC.
Proprietor:	City of Waterloo, Iowa
Surveyor, Company & Return To Address:	Ted C. Hoodjer, 319-239-3423
	Hoodjer Land Surveying
	414 N. Elizabeth Street
	Clarksville, IA 50619

THIS PLAT OR SUBDIVISION HAS BEEN REVIEWED BY (CITY/COUNTY).

SIGNATURE OF (CITY/COUNTY) ORDINANCE ADMINISTRATOR — DATE 5/23/22

CURVE	RADIUS	ARC LENGTH	CHORD	DELTA ANGLE
C1	30.0'	36.74'	N 14°25'56" W 34.49'	70°10'09"
C2	30.0'	10.35'	N 59°24'08" W 10.3'	19°46'14"
C3	64.0'	50.94'	N 66°48'39" E 49.6'	45°36'00"

PARCEL H
1.55 ACRES
FIRST ADDITION TO GALLOWAY

PARCEL I
3.22 ACRES

FOUND 1"o.d. IRON PIPE P.O.B. PARCEL H
ASSUMED BEARING PARCEL H N 00°22'52" W 440.59' (440.7')
ALLEY
FOUND 1"o.d. IRON PIPE
16.0'
N 89°48'18" E 141.09' (125')
125.09'
FOUND 1"o.d. IRON PIPE
19.91'
N 89°06'13" E (60') 59.95'
40.04'
FOUND 1¼"o.d. IRON PIPE
S 00°21'40" E 455.59' (456')
S 00°22'52" E 448.24'
VACATED EVERGREEN AVENUE (456')
N 00°22'03" W 456.1'
N 00°23'21" W 210.0'
N 89°35'31" E 60.0' (60')
19.99'
19.98'
20.01'
19.92'
N 89°36'39" E 147.27'
2.34'
GALLOWAY ADDITION
VACATED ALLEY
N 89°43'50" E 265.91'
SE CORNER GALLOWAY PARK FOUND NO. 4 REBAR w/YELLOW PLASTIC CAP #8033
BISMARK AVENUE
FOUND 1"o.d. IRON PIPE
N 69°15'46" W 179.77'
HARWOOD AVENUE
N 69°15'46" W 133.91' (424')
N 89°44'59" E 85.57' (85.5')
40.08'
FOUND 1"o.d. IRON PIPE
N 69°17'01" W 60.02' (60')
N 20°36'46" E (60') 60.0'
FOUND 1"o.d. IRON PIPE P.O.B. PARCEL I
N 69°17'14" W 30.1'
30.03'
C1
C2
N 19°37'08" E 9.33'
S 26°03'54" W 45.09'
N 89°35'31" E 124.95' (125')
N 89°44'21" E (16') 16.04'
N 89°32'21" E 125.18' (125')
S 69°13'00" E 289.27' (288.45')
VACATED ROCK ISLAND AVENUE
VACATED HARWOOD AVENUE
S 69°17'14" E 349.54'
SCHOOL LOT
FOUND 1¼"o.d. IRON PIPE
98.83' S 00°21'32" E
60.04' S 00°21'32" E
188.82'
266.56'
S 00°24' E 455.38'
S 00°24'00" E 60.0'
MAGNOLIA PARKWAY
EVERGREEN AVENUE
ASSUMED BEARING PARCEL I N 20°39'08" E 175.90' 145.87'
120.0'
4.94'
16.0'
EXISTING UTILITY EASEMENT
FALLS AVENUE
N 69°19'40" W 129.23'
FOUND 1¼"o.d. IRON PIPE
N 69°14'48" W 40.03'
FOUND 1"o.d. IRON PIPE
N 69°16'49" W 119.65'
S 20°48'05" W 124.83' (125')
N 69°16'49" W 80.0' (80')
SW CORNER LOT 408 FOUND 1"o.d. IRON PIPE
FOUND 1"o.d. IRON PIPE
N 69°17'49" W 289.22'
VACATED ALLEY
GALLOWAY ADDITION
S 20°37'42" W 124.62'
4.83'
S 20°57'53" W 16.02'
60.36'
S 20°51'04" W
206
205
415
414
413
412
411
410
409
408
342
343
344
345
346
347
348
170 169 168 167 166 165 164 163 162 161
171 172 173 174 175 176 177 178 179 180 181
31 30 29 28 27 26 25 24 23 22 21
32 33 34 35 36 37 38 39 40 41 42

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.

TED C. HOODJER
License Number 21096
My license renewal date is December 31, 2023.
All Pages or sheets are covered by this seal except:

5/22/2022 DATE

PROFESSIONAL LAND SURVEYOR TED C. HOODJER 21096 IOWA

HOODJER LAND SURVEYING

NOTES:
PARCEL LETTERS APPROVED BY AUDITOR'S OFFICE
SEE SHEET 2 FOR DESCRIPTIONS
DATE OF FIELD WORK: 5/7/2022

0' 60' 120'

PLAT OF SURVEY

PROJECT #: 22-111
SHEET: 1 OF 2

THIS PLAT REPRESENTS A SURVEY OF PARCEL H

Lots Nos. 171 through 181 in First Addition to Galloway, that part of vacated Evergreen Avenue located between Harwood Avenue and Bismark Avenue, that part of vacated Rock Island Avenue located between Harwood Avenue and Magnolia Parkway, that part of vacated Harwood Avenue located between Kirkwood Avenue and Evergreen Avenue, all being located in the City of Waterloo, Black Hawk County Iowa, described as follows:

Beginning at the most Westerly Southwest corner of said Lot 171 in said First Addition to Galloway, point being a found 1"o.d. iron pipe;
thence along the West lines of said Lots Nos. 171 through 181 North 00°22'52" West 440.59 feet to the Northwest corner of said Lot 181, point being a set No. 4 rebar with maroon plastic cap #21096;
thence along the North line of said Lot 181 North 89°48'18" East 125.09 feet to the Northeast corner of said Lot 181, point being a found 1"o.d. iron pipe;
thence along the South line of Bismark Avenue North 89°06'13" East 19.91 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence South 00°22'52" East 448.24 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence South 26°03'54" West 45.09 feet to the Southeasterly extension of the Southwesterly line of said Lot 171, point being a set No. 4 rebar with maroon plastic cap #21096;
thence along said Southeasterly extension and along said Southwesterly line of Lot 171 North 69°15'46" West 133.91 feet to the Point of Beginning.

Containing 1.55 acres.
Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.
Note: The West lines of said Lots Nos. 171-181 are assumed to bear North 00°22'52" West for this description.

THIS PLAT REPRESENTS A SURVEY OF PARCEL I

That part of vacated Evergreen Avenue located between Harwood Avenue and Bismark Avenue, that parts of Lots Nos. 27 and 36 in Galloway Addition, Lots Nos. 28 through 35 in said Galloway Addition, that part of the vacated alley lying between said Lots Nos. 27 through 31 and Lots Nos. 32 through 36, that part of vacated Rock Island Avenue located between Harwood Avenue and Magnolia Parkway, School Lot in said Galloway Addition, that part of vacated Harwood Avenue located between Kirkwood Avenue and Magnolia Avenue; Lots Nos. 342 through 348 in said Galloway Addition, that part of the vacated alley located between said Lots Nos. 342 through 348 and Lots Nos. 409 through 415 in said Galloway Addition, that part of said Lots Nos. 409 through 415 in said Galloway Addition, all being located in the City of Waterloo, Black Hawk County Iowa, described as follows:

Beginning at the Northwesterly corner of said Lot 342, point being a found 1"o.d. iron pipe;
thence along the Northeasterly extension of the Northwesterly line of said Lot 342 North 20°39'08" East 30.03 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence Northwesterly 36.74 feet along a curve concave Westerly, having a radius of 30.0 feet, a central angle of 70°10'09", and a long chord of North 14°25'56" West 34.49 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 19°37'08" East 9.33 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 00°23'21" West 210.0 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 89°36'39" East 147.27 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence Northeasterly 50.94 feet along a curve concave Southerly, having a radius of 64.0 feet, a central angle of 45°36', and a long chord of North 66°48'39" East 49.6 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 89°36'39" East 93.05 feet to the East line of said Lot 36, also being on the West line of said Magnolia Parkway, point being a set No. 4 rebar with maroon plastic cap #21096;
thence along said West line South 00°24' East 188.82 feet to the Southeast corner of Lot 32 in said Galloway Addition, point being a found 1¼"o.d. iron pipe;
thence along said West line South 00°21'32" East 60.04 feet to the Northeast corner of School Lot in said Galloway Addition, point being a found 1¼"o.d. iron pipe;
thence along said West line South 00°21'32" East 98.83 feet to the Southeast corner of said School Lot, point being a found 1¼"o.d. iron pipe;
thence along the Northwesterly line of said Magnolia Parkway South 20°51'04" West 60.36 feet to the Northeasterly corner of said Lot 348, point being a found 1¼"o.d. iron pipe;
thence along said Northwesterly line South 20°37'42" West 124.62 feet to the Southeasterly corner of said Lot 348, point being a found 1"o.d. iron pipe;
thence along said Northwesterly line South 20°57'53" West 16.02 feet to the Northeasterly corner of said Lot 409, point being a found 1"o.d. iron pipe;
thence along said Northwesterly line South 20°48'05" West 4.83 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 69°17'49" West 289.22 feet to the Northwesterly line of said Lot 415, point being a set No. 4 rebar with maroon plastic cap #21096;
thence along said Northwesterly line and along the Southeasterly line of said Evergreen Avenue and along the Northwesterly line of said Lot 342 North 20°39'08" East 145.87 feet to the Point of Beginning.

Containing 3.22 acres.
Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.
Note: The West line of said Lot 342 is assumed to bear North 20°39'08" East for this description.

HOODJER LAND SURVEYING

CITY OF WATERLOO, IOWA

ENGINEERING DEPARTMENT

715 Mulberry St. • Waterloo, IA 50703 • Phone (319) 291-4312 • Fax (319) 291-4262
Email: city.engineer@waterloo-ia.org
JAMIE KNUTSON, PE • *City Engineer*

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

May 24, 2022

Aric Schroeder, City Planner
Planning, Programming & Zoning Commission
Waterloo City Hall
Waterloo, IA 50703

RE: PRELIMINARY PLAT
EDISON ADDITION

Dear Aric:

This preliminary plat has been reviewed, and it has been determined that it meets the requirements of the applicable portions of Section 3, 4 and 5 of Ordinance 2997, Subdivision Ordinance.

It is recommended that this preliminary plat be approved.

Sincerely,

Dennis J. Gentz, P.E.
Assistant City Engineer

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

1. APPLICATION INFORMATION:

a. Applicant's Name (please print): Big Hand Pepper, LLC
Address: 616 Clay Street Phone:
City: Cedar Falls State: IA Zip: 50613
Email: kevin.fittro@pantherhomebuilders.com

b. Status of Applicant: (a) Owner___ (b) Other X (CHECK ONE): If other explain: Conveyance in process

c. Property Owner's Name if different than above (please print): City of Waterloo
Address: 715 Mulberry Street Phone:
City: Waterloo State: IA Zip: 50703
Email: ARIC.SCHROEDER@WATERLOO-IA.ORG

2. PREPARER INFORMATION:

a. Preparer's Business Name (please print): Hoodjer Land Surveying
Primary Preparer's Name: Ted Hoodjer
Phone: (319) 239-3423 E-mail: hoodjerls@gmail.com

3. PROPERTY INFORMATION:

a. Name of Plat: Edison Addition
b. General Location of Property: Between Falls Ave. to Bismark Ave., and between Kirkwood Ave. to Magnolia Pkwy.
c. Area of Proposed Plat: 4.76 AC +/-
d. Zoning District(s): R-P

4. OTHER DOCUMENTATION:

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

5. PUBLIC IMPROVEMENTS

a. Costs (estimated) for any public improvements:

	Total Cost Estimate
Storm Sewer	$ 77,000
Sanitary Sewer	$ 41,000
Paving	$ 195,000
Land Dedicated	$
TOTAL	$ 313,000

The Request Fee of **$300 + $10 per lot** (payable to the City of Waterloo) is required. **This fee is non-refundable.** Under no condition shall said sum or any part thereof be refunded for failure of said request to be approved. Any major change in any of the information given will require that the request go back through the process, with a new Request Fee. The undersigned certify under oath and under the penalties of perjury that all information on this request and submitted along with it is true and correct. All information submitted will be used by the Waterloo Planning, Programming, and Zoning Commission and the Waterloo City Council in making their decision. The undersigned authorize City Zoning Officials to enter the property in question in regards to the request.

5-4-22
Signature of Applicant Date

5-4-22
Signature of Owner Date

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/6/2022
Prepared: 5/24/2022

ATTACHMENTS:

Description	Type
Amendment to Development Agreement	Backup Material
Original Development Agreement	Backup Material
Aerial Map	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve the resolution
Summary Statement:	This is a request to amend the development agreement with Net Worth Investments, LLC to to pay the remaining $28,000 due for the Infill Housing Policy. Net Worth built an 8-plex multifamily building at 2557 West 3rd Street and the Infill Housing Policy provides an incentive of $5,000 per unit. The developer is to receive $40,000 and the original development agreement was structured to pay maximum incentive of $6,000 per year over six years and $4,000 on the seventh year. The reason the development agreement was arranged that way was due to the owner, Andrea McGeough, being married to a City of Waterloo police officer. The State Code of Iowa allows no more than $6,000 per year to be granted in incentives due to her husband being a City employee. The officer has since retired from the Waterloo Police Department and this amendment would pay out the remaining balance of $28,000 due as noted and the owner has already received two payments totaling $12,000.
Data/Analysis and Strategies:	Infill Housing
Expenditure Required/Source of Funds:	$28,000/Nuisance Bonds
Legal Descriptions:	Parcel "B" according to Plat of Survey filed November 27, 2019 as Doc. No. 2020-9907

Prepared by Christopher S. Wendland, P.O. Box 596, Waterloo, IA 50703. 319-234-5701

AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement (the "Amendment") is entered into as of May 1st, 2022 by and between Net Worth Investments, LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. Company and City are parties to that certain Development Agreement dated April 27, 2020 and recorded July 31, 2020 as Doc. No. 2021-2427 (the "DA") concerning the development of property as described in the Agreement.

B. The parties desire to amend the DA to modify the terms as set forth in this Amendment.

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

1. Section 4.B of the DA is hereby modified to provide that the remaining $28,000.00 that is payable under the DA after the date of this Amendment shall be paid within thirty (30) days after approval of this Amendment by the Waterloo City Council. Company hereby acknowledges that it has, prior hereto, receive all sums payable by City under the DA, and that upon receipt from City of the remaining $28,000.00, all payment obligations of City under the DA shall have been satisfied in full.

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 herein will have the same meanings herein that are ascribed to them in the DA. The DA and this Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Amendment to Development Agreement by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

NET WORTH INVESTMENTS, LLC

By: Andrea McGeough
Andrea McGeough
Managing Member

Doc ID: 009908000009 Type: GEN
Recorded: 07/31/2020 at 03:17:48 PM
Fee Amt: $47.00 Page 1 of 9
Black Hawk County Iowa
SANDIE L. SMITH RECORDER
File 2021-00002427

City of Waterloo
Preparer: Christopher S. Wendland, P.O. Box 596, Waterloo, Iowa 50704 (319) 234-5701
After recording, return to Community Planning & Development, 715 Mulberry Street, Waterloo, IA 50703.

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of April 27, 2020, by and between Net Worth Investments, LLC ("Company"), and the City of Waterloo, Iowa ("City").

RECITALS

A. Company is willing and able to finance and construct an 8-unit apartment building and related improvements on property it owns in the City of Waterloo.

B. City considers infill residential 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. **Improvements by Company.** Company shall construct a single 8-unit apartment building on the real property described on Exhibit "A" attached hereto (the "Property"), completed to a finished state, including installation of driveways and sidewalks, 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 as the "Improvements"). The value of the Improvements upon completion is estimated to be $750,000.00. 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 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".

2. **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 must obtain a building permit and begin construction of the Improvements within six (6) months after the date of this Agreement (the "Project Start Date"), and construction of Improvements must be Substantially Completed within eighteen (18) months after commencement (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 before the Project Start Date, City may terminate this Agreement as set forth in Section 10, 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, and thereafter if construction is not completed within the allowed period of extension, City may terminate this Agreement as set forth in Section 10, and City shall have no further obligation hereunder with respect to such Project. 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.

3. **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.

4. **Incentives.** After the Improvements have been Substantially Completed, Company will be eligible for the following incentives:

A. CLURA. Because the Property is located in the City Limits Urban Revitalization Area (CLURA), the Property will be eligible for tax exemption consistent with and to the extent provided for in the CLURA Plan, provided that Company meets all requirements to qualify for such exemption.

B. Grants. As provided in the City's infill housing policy, City will pay Company a grant of $5,000.00 for each apartment unit completed for a total incentive of $40,000.00, payable at the rate of $6,000.00 per year for six (6) years, followed by a payment of $4,000.00 in year seven (7).

5. **Reporting.** 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.

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. 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.

8. **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 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 construction, installation, ownership, and operation of the Improvements, or (3) otherwise as a result of or in connection with the Project or Company's failure to carry on or complete same.

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.

9. **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. 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.

C. 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.

10. **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 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.

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.

11. **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.

12. **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.

13. **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.

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, 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 5024 Samantha Circle, Cedar Falls, Iowa 50613, Attention: Andrea McGeough.

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; 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.

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, 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.

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.

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

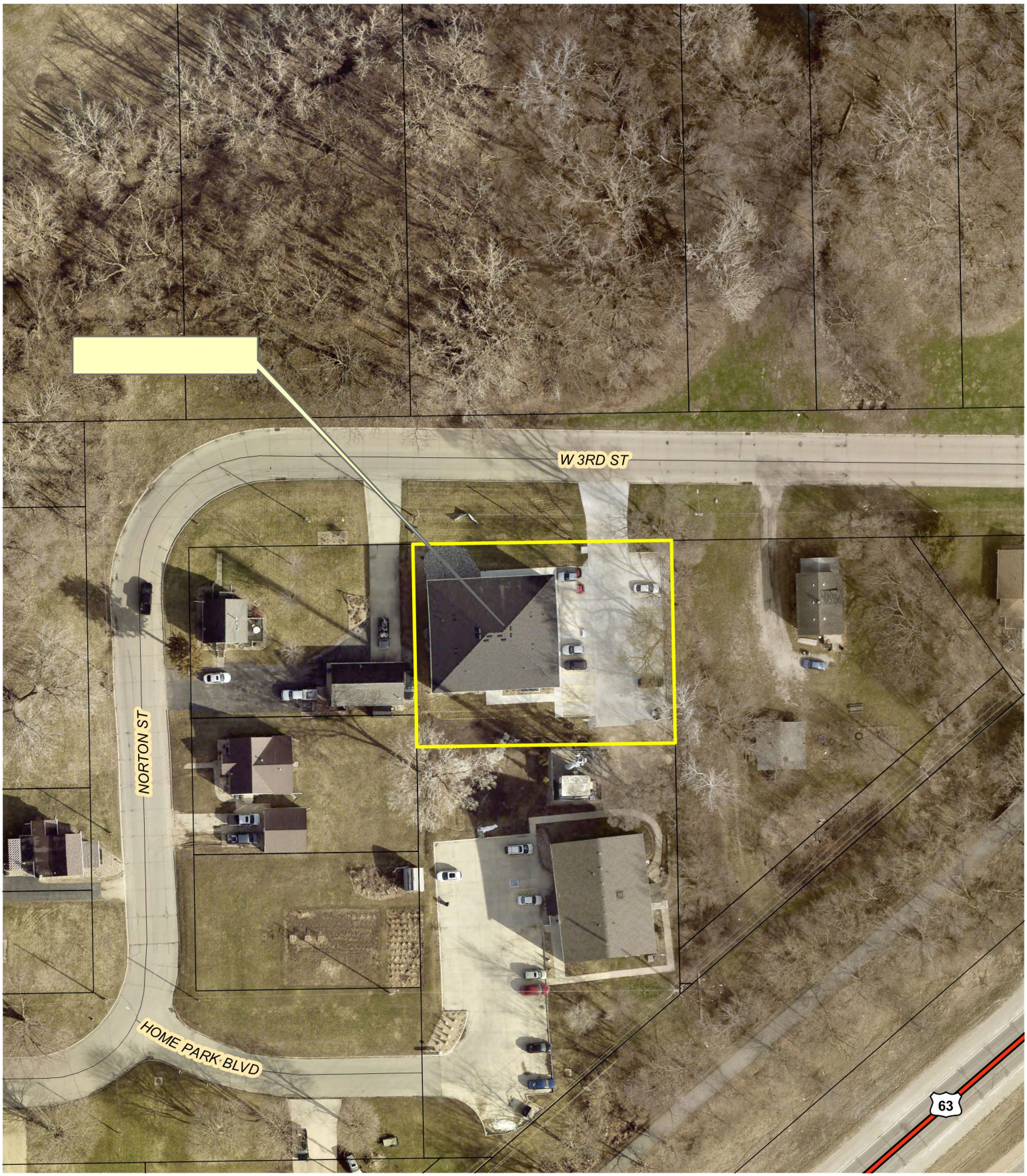
NET WORTH INVESTMENTS, LLC

By: _____
Andrea McGeough
Managing Member

EXHIBIT "A"

Property Description

Parcel "B" according to Plat of Survey filed November 27, 2019 as Doc. No. 2020-9907.



City of Waterloo, Iowa

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CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/6/2022
Prepared: 5/19/2022

ATTACHMENTS:

	Description	Type
	Phase IA Archaeological Reconnaissance Survey_WLEDA Grant_Fiber_Tallgrass	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Summary Statement:	See attached agreement for Scope of Services.
Implementation, Accountability, and Communication:	
Expenditure Required/Source of Funds:	$20,009.00

COST ESTIMATE and SCOPE OF WORK

SUBMITTED BY: TALLGRASS ARCHAEOLOGY LLC,
2460 S. RIVERSIDE DRIVE, IOWA CITY, IA 52246
319-354-6722

SUBMITTED TO: City of Waterloo, Iowa
05/15/2022

PROJECT: PHASE IA ARCHAEOLOGICAL RECONNAISSANCE SURVEY, CITY OF WATERLOO EDA GRANT APPLICATION: FIBER PROJECT

Labor Costs:	**Hours**	**Totals**
Principal Investigator @ $70.00	22 hrs.	= $ 1540
Project Archaeologist @ $44.80	120 hrs.	= $ 5376
Project Assistants (2) @ $31.36	120 hrs.	= $ 3763
Project Assistants (1) @ $27.78	80 hrs.	= $ 2222
Crew (3) @ $25.98	120 hrs.	= $ 3118
Subtotal Labor	462 hrs.	=$16019
Expenses:		
mileage 2000 miles @ $0.55/mile	$1100	
per diem @ $110/4 overnights for 6 crew	2640	
I-Sites Pro access and other research fees	100	
artifact curation fees	100	
supplies	50	
Subtotal Expenses	*$ 3990*	

LABOR	TOTAL	$ 16,019
EXPENSES	TOTAL	$ 3,990
GRAND TOTAL		**$ 20,009** [Costs may be shifted within budget to reflect actual labor & receipts.]

Scope of Work: The Phase IA Archaeological Reconnaissance Survey, which according to the state guidelines as revised in October 2021 by the Association of Iowa Archaeologists (AIA), results in the characterization of a region's archaeological sites and involves extensive background research with limited field investigation. The survey often focuses on soil and preservation conditions rather than systematic archaeological site discovery. Reconnaissance surveys are very general in scope and do not normally make determinations of significance or NRHP eligibility. Such surveys can indicate that all or a portion of a project area lacks the potential to contain intact archaeological deposits, and therefore no further archaeological work is warranted in those areas. However, in most instances, this type of survey may not provide sufficient information with which to support an agency's determination of effect in fulfillment of mandated compliance. In those instances, further work in the form of a Phase I Intensive Archaeological Investigation to achieve that compliance would be recommended (AIA 2021).

Schedule: A final report will be submitted to the City by July 29, 2022.

Proposal Accepted by:

_____	_____
City of Waterloo	Leah D. Rogers, Tallgrass Archaeology LLC
Date of Acceptance:	
_____	May 17, 2022

CITY OF WATERLOO

Council Communication

Resolution approving a Professional Services Agreement with Terracon Consultants, Inc., of Cedar Falls, Iowa, in an amount not to exceed $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.

City Council Meeting: 6/6/2022
Prepared: 5/19/2022

ATTACHMENTS:

	Description	Type
	Cont 1015_Terracon_PSA_well sampling	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Summary Statement:	Agreement to sample wells per IDNR requirements for the underground storage tank that was found on Jefferson Street during the street reconstruction. See attached agreement for Scope of Services.
Implementation, Accountability, and Communication:	
Expenditure Required/Source of Funds:	$2,740.00

May 11, 2022

City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703

Attn: Mr. Matt Schindel
P: (319) 291-4312
E: Matt.Schindel@Waterloo-Ia.org

Re: Proposal for Municipal Water Well Research and Sampling
City ROW
300 Jefferson Street, Waterloo, Iowa
Registration No. 202000033 LUST No. 9LTS91
Terracon Project No. 13207110

Dear Mr. Schindel:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to conduct municipal water well sampling activities for the referenced site. An outline of the project, Terracon's scope of services, including schedule and compensation are provided in the following sections.

1.0 PROJECT INFORMATION

Based on the results of the risk-based receptor survey performed as a part of the Tier 2 Assessment, seven public supply water wells were identified within one mile of the site resulting in a preliminary site classification of "High Risk". In order for the site to achieve a No Action Required classification, Terracon recommends that the seven identified public supply wells be researched to determine if they in deed still exist. If present, Terracon recommends a "tap" water sample be collected from each well location. Geothermal wells or wells used for other heating/cooling purposes are not required to be evaluated per guidance regardless if owned by a municipality.

This proposal presents the estimated fees for researching the water wells and collecting "tap" water samples from each well that is actually used for potable water, food production, or other type of human consumption.

2.0 SCOPE OF SERVICES

Terracon has a 100% commitment to the safety of all its employees. As such, and in accordance with our *Incident and Injury Free*® safety culture, Terracon will update our safety plan for use by our personnel during field services. Prior to commencement of on-site activities, Terracon will hold a meeting to review health and safety needs for this specific project. At this time, we anticipate performing fieldwork in a United States Environmental Protection Agency (USEPA) Level D work uniform consisting of hard hats, safety glasses, protective gloves, and steel-toed boots. It may become necessary to upgrade this level of protection, at additional cost, during sampling activities in the event that petroleum or chemical constituents are encountered in soils or groundwater that present an increased risk for personal exposure.

2.1 Municipal Water Well Research and Sampling

- Terracon will research the seven identified public supply wells with the City of Waterloo and Black Hawk County Environmental Health Department to obtain information relevant to the existence of the identified wells. If it is determined that a well is not present, the Tier 2 Report will be revised to indicate the obtained information and well status. A photo log for the for the supposed / reported locations will also be prepared.

- If the wells are present, Terracon will collect a “tap” water sample from each well. The sample will be collected from a faucet or spigot after allowing the water to run for approximately five minutes to purge water from the plumbing and pipes and draw fresh water in from the water supply. A sampling location ahead of any water treatment will be selected if possible.

- The samples will be collected in laboratory provided containers and submitted on ice to a State of Iowa certified laboratory under standard chain of custody protocols for analysis of benzene, toluene, ethylbenzene, and xylenes (BTEX) and methyl tert-butyl ether (MTBE) by Iowa Method OA-1 and total extractable hydrocarbons (TEH) by Iowa Method OA-2.

- The results of the sampling will be incorporated into the Tier 2 evaluation.

Additional Services Beyond Base Services

The scope of this proposal is based upon IDNR guidance and preliminary Tier 2 evaluation.

Fees for the above services are listed in Table 1 and are based on mobilization from Terracon’s Cedar Falls, Iowa office. Please note that the table is not all-inclusive. If, as a result of these services, additional work is required outside the scope of this proposal and beyond those outlined

in the Table 1, you will be contacted, and upon request, proposed costs for additional work will be provided. Client authorization will be obtained prior to commencement of additional work outside the scope of this proposal.

2.2 Schedule

Services will be initiated upon receipt of the written notice to proceed. In order to comply with the proposed schedule, the following items are **required** to be provided by the client at the time of notification to proceed in order to meet the client's required project completion date. Please include the following requested items along with the notification to proceed:

- Right of entry to conduct the field services.
- Notification of restrictions or special requirements (such as safety) regarding accessing the site.
- A signed Supplement to Agreement for Services (Agreement) evidencing acceptance of this scope of services.

2.3 Scope and Report Limitations

The findings and conclusions presented in the final report will be based on the site's current utilization and the information collected as discussed in this proposal. Please note that we do not warrant database or third-party information or regulatory agency information used in the compilation of reports.

This evaluation will make use of Iowa-specific risk-based corrective action (RBCA) protocols to evaluate the nature of adverse environmental impact associated with the identified chemical release under 1996 changes to Iowa Administrative Code 455B, Chapter 135. The evaluation does not constitute a complete risk assessment consistent with the definitions and protocols of CERCLA. The client should recognize that no guarantee can be made that the RBCA evaluation will result in either a no action or reduced remedial recommendation.

The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site. No warranties, express or implied, are intended or made.

3.0 COMPENSATION

Fees for services specific to this site are **$2,740** and are detailed in the attached Table 1. Interim invoices will be submitted regularly and are due upon receipt. Invoices will reflect the units performed in accordance with the above discussion and expressed in Table 1. If, as a result of these services, additional work is required outside the scope of this proposal, you will be contacted, and upon request, proposed costs for additional work will be provided. Client

authorization will be obtained prior to commencement of additional work outside the scope of this proposal.

4.0 AUTHORIZATION

This proposal may be accepted by executing the attached Supplement to Agreement for Services and returning one copy to Terracon. Services will be initiated upon receipt of the written notice to proceed.

The terms, conditions and limitations stated in the Agreement, and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 90 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with the City of Waterloo on this project. If you have questions or comments regarding this proposal, please contact either of the undersigned.

Sincerely,
Terracon Consultants, Inc.

Dave C. Cleary, REM
Environmental Department Manager

Jesse M. Nelson, REM, CGP
Senior Scientist

Attachments: Supplement to Agreement for Services
Table 1

Copies: Addressee (2)

Table 1: Services and Fees
Terracon Project Number: 13207110
Site Name: City ROW
Address: 300 Jefferson Street
City, State: Waterloo, Iowa
LUST Number: 9LTS91
Registration Number: 202000033
Date: 5/11/2022

Task	Cost per Unit	Unit Type	No. of Units	Total
Engineering Services				
Certified Groundwater Professional**	$ 135	hour	8	$ 1,080
			Subtotal	$ 1,080
Field Services				
Field personnel mobilization (Up to 50 miles)	$ 315	/mobilization	1	$ 315
Field Geologist/Engineer/Scientist**	$ 85	/hour	7	$ 595
			Subtotal	$ 910
Sample preparation and laboratory analysis:				
Water: OA-1 (BTEX & MTBE) and OA-2 (TEH)	$ 150	/sample	4	$ 600
Water: QA/QC (trip, field and 10% duplicate blanks)	$ 150	lump sum	1	$ 150
			Subtotal	$ 750
			Total	**$ 2,740**

Reference Number: 13207110

SUPPLEMENT TO AGREEMENT FOR SERVICES

CHANGE TO
SCOPE OF SERVICES AND FEES

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 02/01/2021, Agreement reference number P13227110) is between City of Waterloo IA ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

1. **Scope of Services**. The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

2. **Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant:	**Terracon Consultants, Inc.**	Client:	**City of Waterloo IA**
By:	Dave Cleary Date: **5/11/2022**	By:	Date:
Name/Title:	**Dave C. Cleary, REM / Environmental Department Manager**	Name/Title:	**Mayor Quentin Hart / City of Waterloo**
Address:	**3105 Capital Way, Ste 5** **Cedar Falls, IA 50613-7030**	Address:	**715 Mulberry St** **Waterloo, IA 50703-5714**
Phone:	**(319) 277-4016** Fax: **(319) 277-4320**	Phone:	**(319) 291-4312** Fax: **(319) 291-4262**
Email:	**Dave.Cleary@terracon.com**	Email:	**Jamie.knutson@waterloo-ia.org**

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/6/2022
Prepared: 5/19/2022

ATTACHMENTS:

	Description	Type
	AECOM_PSA_WL Fiber Comm ROW	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Summary Statement:	See attached agreement for Scope of Services.
Implementation, Accountability, and Communication:	
Expenditure Required/Source of Funds:	$24,500.00

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

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

CITY OF WATERLOO, IOWA
FIBER COMMUNICATIONS TRUNK LINE
NORTHEAST (NEAR NORTHEAST INDUSTRIAL PARK) AND
NORTHWEST (NEAR MIDPORT INDUSTRIAL PARK)
WATERLOO TRUNK LINES
RIGHT-OF-WAY DESIGN SERVICES

PROFESSIONAL SERVICE AGREEMENT

This Agreement is made and entered by and between AECOM Technical Services, Inc., 501 Sycamore Street, Suite 222, Waterloo, Iowa, hereinafter referred to as "ATS" and City of Waterloo, 715 Mulberry Street, Waterloo, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

ATS shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. ATS'S RESPONSIBILITIES

ATS shall, subject to the terms and provisions of this Agreement:

(a) Appoint one or more individuals who shall be authorized to act on behalf of ATS and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon ATS as to all matters pertaining to this Agreement and the performance of the parties hereunder.

(b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control.

(c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two-year period following the completion of Services, it is shown that there is an error in the Services solely as a result of ATS's failure to meet these standards, ATS shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since ATS has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, ATS does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. ATS makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

(d) ATS shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which ATS procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of

the terms thereof. ATS's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.

(e) ATS will be providing estimates of costs to the CLIENT covering an extended period of time. ATS does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by ATS are estimates only, made on the basis of ATS's experience and represent ATS's reasonable judgment as a qualified professional. ATS does not guaranty that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by ATS, and the CLIENT waives any and all claims that it may have against ATS as a result of any such variance.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services;

(a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.

(b) Furnish to ATS all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. ATS shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INDEMNIFICATION

ATS agrees to indemnify and hold harmless CLIENT from and against any and all suits, actions, damages, loss, liability or costs (including, without limitation, reasonable attorneys' fees directly related thereto) for bodily injury or death of any person or damage to third party property if and to the extent arising from the negligent errors or omissions or willful misconduct of ATS during the performance of the Services hereunder.

V. INSURANCE

Commencing with the performance of the Services, and continuing until the earlier of acceptance of the Services or termination of this Agreement, ATS shall maintain standard insurance policies as follows:

(a) Workers' Compensation and/or all other Social Insurance in accordance with the statutory requirements of the state having jurisdiction over ATS's employees who are engaged in the Services, with Employer's Liability not less than One Hundred Thousand Dollars ($100,000) each accident;

(b) Commercial General Liability including third party Bodily Injury and Property Damage Liability and Contractual Liability insurance in a limit of One Million Dollars ($1,000,000) each occurrence and in the aggregate.

(c) Business Auto Liability Insurance (owned, non-owned or hired) in a combined single limit of One Million Dollars ($1,000,000).

ATS agrees to include CLIENT as Additional Insured on the Commercial General Liability and Business Auto Liability policies, but only to the extent of ATS's negligence under this agreement and only to the extent of the insurance limits specified herein.

(d) Professional Liability Insurance with limits of $1,000,000 per claim and in the aggregate covering ATS against all sums which ATS may become legally obligated to pay on account of any professional liability arising out of the performance of this Agreement.

ATS agrees to provide CLIENT with certificates of insurance evidencing the above-described coverage prior to the start of Services hereunder and annually thereafter if required. ATS shall provide prompt notice to the CLIENT in the event of cancellation, non-renewal or reduction of limits per standard ISO Acord Form wording and the policy provisions.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not-to-exceed fee of Twenty-Four Thousand Five Hundred Dollars ($24,500.00).

ATS may bill the Client monthly for services completed at the time of billing. CLIENT agrees to pay ATS the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give ATS written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to ATS the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to ATS. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, ATS will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

(a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which ATS prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when ATS has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Any other use or reuse of original or altered files shall be at CLIENT's sole risk without liability or legal exposure to ATS and CLIENT agrees to release, defend and hold ATS harmless from and against all claims or suits asserted against ATS in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by ATS. Nothing contained in this paragraph shall be construed as limiting or depriving ATS of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.

(b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and ATS makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

(a) ATS shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall ATS be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall ATS be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

(b) In order that ATS may be fully protected against such third-party claims, CLIENT agrees to obtain and maintain for the benefit of ATS the same indemnities and insurance benefits obtained for the protection of the CLIENT from any contractor or subcontractor working on the project and shall obtain from that contractor/subcontractor insurance certificates evidencing ATS as an additional named insured.

X. INDEPENDENT CONTRACTOR

ATS shall be an independent contractor with respect to the Services to be performed hereunder. Neither ATS nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, title to, ownership of, legal responsibility and liability for any and all pre-existing contamination shall at all times remain with CLIENT. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by ATS. CLIENT agrees to release, defend, indemnify and hold ATS harmless from and against any and all liability which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from ATS's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. ATS shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination. In the event that ATS executes or completes any governmentally required forms relating to regulated activities including but not limited to storage, generation, treatment, transportation, handling or disposal of hazardous or toxic materials, ATS shall be and be deemed to have acted as CLIENT's agent.

For ATS's services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide ATS with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. LIMITATION OF LIABILITY

CLIENT agrees that ATS's liability for the act, error or omission in its performance of services under this Agreement shall in no event exceed the amount of the total compensation received by ATS. It is intended by the parties to this Agreement that ATS's services in connection with the project anticipated herein shall not subject ATS's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project.

XIII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then ATS and the CLIENT agree to submit the dispute to mediation. In the event ATS or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by ATS and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate

litigation that would otherwise be barred by a statute of limitations, and ATS may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

XIV. MISCELLANEOUS

(a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and provisions of this contract document shall control. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

(b) This Agreement shall be governed by the laws of the State of Iowa.

(c) ATS may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve ATS of any of its obligations under this Agreement.

(d) In no event shall either party be liable to the other for indirect or consequential damages, including, but not limited to, loss of use, loss of profit or interruption of business, whether arising in contract, tort (including negligence), statute, or strict liability.

(e) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.

(f) This Agreement gives no rights or benefits to anyone other than CLIENT and ATS and does not create any third-party beneficiaries to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CITY OF WATERLOO	**APPROVED FOR AECOM**
By:_____	By: Douglas W. Schindel
Printed Name: Quentin Hart	Printed Name: Douglas W. Schindel, P.E
Title: Mayor	Title: Associate Vice President
Date:_____	Date: May 18, 2022

CITY OF WATERLOO, IOWA
FIBER COMMUNICATIONS TRUNK LINE
NORTHEAST (NEAR NORTHEAST INDUSTRIAL PARK) AND
NORTHWEST (NEAR MIDPORT INDUSTRIAL PARK)
WATERLOO TRUNK LINES
RIGHT-OF-WAY DESIGN SERVICES

EXHIBIT A

I. Project Description

The project includes construction of fiber communication trunk lines in the northeastern and northwestern areas of Waterloo adjacent to the Northeast and MidPort Industrial Parks, respectively. The City has applied for funding from the United States Economic Development Administration (USEDA) to assist in funding these fiber communication trunk lines and this additional right-of-way information has been requested by the USEDA as part of the grant application. Approximately 29,800 LF of communications network installation is planned near the Northeast Industrial Park (Route 1 - MLK Drive - N. Elk Run Road - East Donald Street) and approximately 29,900 LF of communications network installation is planned near the MidPort Industrial Park (Route 2 - West Airline Highway - Leversee Road – W. Dunkerton Road).

II. Scope of Services

The Scope of Services will encompass and include services, materials, equipment, personnel and supplies necessary to provide property ownership research and ROW exhibits for the project defined above. The final ROW exhibits/documents will be submitted to the Client by August 12, 2022.

The Scope of Services is further defined by the following tasks:

Fiber Communications - Route 1 (MLK Jr. Drive – N. Elk Run Road – E. Donald Street)

Task 1 - Property Research - Route 1. This task includes property research for the communications alignment in Route 1 described below:

a. Research right-of-way along MLK Jr. Drive from Northeast Drive to N. Elk Run Road.
b. Research right-of-way along the west side of N. Elk Run Road from MLK Jr. Drive to E. Donald Street.
c. Research right-of-way along the south side of E. Donald Street from N. Elk Run Road to Idaho Street.

Task 2 – Prepare Property Ownership Exhibits - Route 1. This task includes preparation of property ownership exhibits for the communications alignment in Route 1 described below:

a. Prepare Property Ownership Exhibits along MLK Jr. Drive from Northeast Drive to N. Elk Run Road (8 Parcels).
b. Prepare Property Ownership Exhibits along the west side of N. Elk Run Road from MLK Jr. Drive to E. Donald Street (4 Parcels).
c. Prepare Property Ownership Exhibits along the south side of E. Donald Street from N. Elk Run Road to Idaho Street (9 Parcels).

Fiber Communications Route 2 (W. Airline Highway - Leversee Road - W. Dunkerton Road)

Task 3 - Property Research - Route 2. This task includes property research for the communications alignment in Route 2 described below:

a. Research right-of-way along the north side of Airline Highway from Airport Boulevard to Leversee Road.
b. Research right-of-way along the east side of Leversee Road from W. Airline Highway to W. Dunkerton Road.
c. Research right-of-way along the south and north sides of W. Dunkerton Road from Leversee Road to one-half mile east of Wagner Road.

Task 4 - Prepare Property Ownership Exhibits - Route 2. This task includes preparation of property ownership exhibits for the communications alignment in Route 2 described below:

a. Prepare Property Ownership Exhibits along the north side of Airline Highway from Airport Boulevard to Leversee Road (14 Parcels).
b. Prepare Property Ownership Exhibits along the east side of Leversee Road from W. Airline Highway to W. Dunkerton Road. (11 Parcels).
c. Prepare Property Ownership Exhibits along the south and north sides of W. Dunkerton Road from Leversee Road to one-half mile east of Wagner Road (11 Parcels).

CITY OF WATERLOO

Council Communication

Resolution supporting the application by Prairie Rapids II, LLC, for the Iowa Workforce Housing Tax Incentives Program, and approving the Infill Housing Policy Development Agreement to construct forty-eight (48) new housing units, located near the southeast corner of Kimball Avenue and Ridgeway Avenue.

City Council Meeting: 6/6/2022
Prepared: 5/24/2022

ATTACHMENTS:

	Description	Type
	Project Location Map	Backup Material
	_Prairie Rapids Phase 2 Presentation (5-26-2022) FINAL	Backup Material
	Prairie Rapids 2 Proposed Project Images (5-26-2022)	Backup Material

SUBJECT:	Resolution supporting the application by Prairie Rapids II, LLC, for the Iowa Workforce Housing Tax Incentives Program, and approving the Infill Housing Policy Development Agreement to construct forty-eight (48) new housing units, located near the southeast corner of Kimball Avenue and Ridgeway Avenue.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval of a Resolution supporting the Iowa Workforce Housing Tax Incentives Program application and approving a Workforce Housing Investment Program(WHIP) funding agreement between the City of Waterloo and Prairie Rapids, LLC.
Summary Statement:	Along with a resolution for support from City Council for the project the applicant also needs to have matching funds from the City in order for the project to qualify for the Workforce Housing Tax Incentives Program. The matching funds can be in the form of tax credits such as the CURA and CLURA that the City of Waterloo currently has to offer. Currently the project does not fall within the boundaries of the CURA and does not qualify under the guidelines for the CLURA, which does not provide an incentive for multi-family residential. The property in question does qualify for the infill housing policy and will be able to utilize the infill housing funds as a match for the Iowa Economic Development Authority Workforce Housing Application. Prairie Rapids Square is a 48-unit rental housing project that will be located in Waterloo with the purpose of providing much needed workforce housing as well as helping to aid area recovery from the floods of June 2008. The concept plans call for a 3-story building of approximately 62 ft. wide by 202 ft. long with 48 1-bedroom, 1 bath units that will be in the 560-700 SF range. There will be an elevator at the center of each floor, with a stairwell at each end. The site will include surface parking along with 24 single stall

detached garage parking. Each unit will have its own washer & dryer. The units will be very energy efficient, and will meet the requirements of Energy Star 3.0.
As you will see on the attached aerial image, the Project continues to be the definition of infill development within Waterloo. The project will continue to transform a former dilapidated parking lot in the heart of Waterloo, that is already surrounded with infrastructure, amenities, services and continued redevelopment, into a sustainable, environmentally friendly, affordable housing community.
We believe the Prairie Rapids Square Phase 2 project meets the goals of the IEDA 2022 WFHTC Program, as well as the needs & goals of the Community. We are requesting full support of the project from the City of Waterloo. The site is “Shovel Ready” in every regard and has a proven Development Team with a successful track record of developing, building and managing work force housing projects through the IEDA WFHTC Program.

Neighborhood Impact:

The requirements for the Iowa Workforce Housing Incentives Program includes:
Projects must meet one of four criteria:

- Located on a grayfield or brownfield site
- Repair or rehabilitation of dilapidated housing stock
- Upper story project
- New construction in a community with demonstrated workforce housing needs

- The developer must build or rehabilitate at least four single-family homes or at least one multi-family building containing three or more units or at least two upper story units.
- Total project costs may not exceed $200,000 per unit for new construction or $250,000 per unit for historic rehabilitation.
- Total program benefits are limited to a maximum of $1 million per recipient.
- The housing project must be completed within three years of award.
- IEDA must approve the developer’s application for Workforce Housing Tax Credit prior to project initiation.

Data/Analysis and Strategies: Economic Development/Workforce Housing

Implementation, Accountability, and Communication: GO Bonds

Expenditure Required/Source of Funds: $240,000

Alternative: N/A

PARCEL "D":
A SURVEY OF PARCEL "D" IN THE NORTHWEST FRACTIONAL QUARTER (NW FRL. 1/4) OF SECTION 3, IN TOWNSHIP 88 NORTH (T88N), RANGE 13 WEST (R13W) OF THE FIFTH

Legal Descriptions:

PRINCIPAL MERIDIAN (5TH P.M.) IN THE CITY OF WATERLOO, BLACK HAWK COUNTY, STATE OF IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION ON THE SOUTH LINE OF RIDGEWAY AVENUE, AS NOW ESTABLISHED, WITH THE EAST LINE OF KIMBALL A VENUE AS NOW ESTABLISHED; THENCE S0OO00'00"E 539. 78 FEET (RECORDED AS: SOUTH 540 FEET) ALONG THE EAST LINE OF SAID KIMBALL A VENUE TO A POINT; THENCE S89°44'09"E 174.99 FEET (RECORDED AS: EAST 175 FEET) ALONG THE SOUTH LINE OF THE NORTH 540 FEET SOUTH OF THE SOUTH LINE OF RIDGEWAY A VENUE TO THE POINT OF BEGINNING; THENCE CONTINUING _S89°44'09"E 204.48 FEET (RECORDED AS: EAST 205 FEET) ALONG SAID SOUTH LINE OF THE NORTH 540 FEET SOUTH OF THE SOUTH LINE OF RIDGEWAY A VENUE TO A POINT; THENCE SOOO0O'00"E 498.39 FEET ALONG A LINE PARALLEL TO THE EAST LINE OF SAID KIMBALL A VENUE TO A POINT ON THE NORTH LINE OF SOUTHHA VEN ADDITION TO THE CITY OF WATERLOO, BLACK HA WK COUNTY, STATE OF IOWA; THENCE N89°45'09"W 204.46 FEET (RECORDED AS: WEST 205 FEET) ALONG THE
NORTH LINE OF SAID SOUTHHA VEN ADDITION TO A POINT; THENCE N00000'06"W I 498.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 540 FEET SOUTH OF ·
THE SOUTH LINE OF RIDGEWAY A VENUE, AND THE POINT OF BEGINNING, CONTAINING 101,912.5 SQUARE FEET, OR 2.340 ACRES.

Commonly known as Parcel 8813-03-151-031 by the Black Hawk County Assessor’s office.



City of Waterloo, Iowa

High Development/Prairie Rapids Square II

N
W E
S

PRAIRIE RAPIDS SQUARE PHASE 2
PROPOSED 48-UNIT PROJECT



Table of Contents

- History of Prairie Rapids Square Project & Description of Phase 2 Project
- Lead Development Company Resume
- Site Plan, Elevations & Floor Plans
- Current High Properties Assets
- Current High Properties Developments
- Request for Support & Financial Commitment

Prairie Rapids Square Phase 2

Prairie Rapids Square Phase 2 is a proposed $5.5M 48-unit workforce housing project that will be located one block off the intersection of Ridgeway Ave. and Kimball Ave. in Waterloo. The growing area includes shopping and services, with easy access to Interstate 380 and four lane US Hwy 20, as well as to nearby healthcare. The site is near the new redevelopment of the former original Schoitz Memorial Hospital, which has since become part of MercyOne. The original hospital site, which is across from our site just north of Ridgeway Avenue, was raised last year for redevelopment of commercial space. The hospital's land holdings on the south side of Ridgeway Ave. were previously subdivided and sold for redevelopment. Our proposed project is part of the hospital's former land holdings.

Phase 2 will be constructed on a portion of the current vacant lot that is part of the overall Prairie Rapids Square development project. Phase 2 will be sited directly west of, and adjacent to, Phase 1. The initial Prairie Rapids Phase 1 project received a Workforce Housing Tax Credit ("WFHTC") award on 10/05/2015, with those initial sixty 2-bedroom units being successfully completed in late September 2018. The City of Waterloo also provided funding of $1,000 per unit, through the City's Waterloo Housing Improvement Program ("WHIP"), which qualified the project for the State's WFHTC program, as well as helped make the project financially viable. The Phase 1 units were successfully leased up, with the Property continuing to operate at near 100% occupancy much of the time since then. Current occupancy at Phase I stands at 100%, with monthly rents averaging $1,000.

The planned Phase 2 project at Prairie Rapids Square will serve additional housing needs by adding sought after rental market entry level units that will be at a price point under $1,000/month, which is in demand within the Waterloo housing market. The Phase 2 site is approximately 205 ft. wide by 498 ft. deep, or 2.34 acres. The concept plans call for a 3-story building of approximately 62 ft. wide by 202 ft. long with 48 1-bedroom, 1 bath units that will be in the 650-750 SF range. There will be an elevator serving each floor, with a stairwell near each end. The site will include surface parking and detached garage parking. Each unit will have its own washer and dryer. The units will be very energy efficient, and will meet the requirements of Energy Star 3.0.

As you will see on the attached aerial image, this project continues to be the definition of infill development within Waterloo. The project will continue to transform a former dilapidated parking lot in the heart of Waterloo, that is already surrounded with infrastructure, amenities, services and continued redevelopment, into a sustainable, environmentally friendly, affordable housing community.

We believe the Prairie Rapids Square Phase 2 project meets the goals of the IEDA 2022 WFHTC Program, as well as the needs & goals of the Community. We are requesting full support of the project from the City of Waterloo. The site is "Shovel Ready" in every regard and has a proven Development Team with a successful track record of developing, building and managing workforce housing projects through the IEDA WFHTC Program.

High Properties Company Resume

- High Properties (includes High Development Corp. & High Property Management) – Founded 1988
- Owners - Darryl & Amy High
- Offices – Cedar Rapids, Iowa City/Coralville/Tiffin, Cedar Falls-Waterloo
- Have developed 60+ projects with total value of approx. $400M. Currently 1,220 units, plus an additional 136 units under construction, and 460 units currently in our development pipeline.
- LIHTC experience – Yes – Sonoma Square LC; Development Agreement w/City of Cedar Rapids signed 04/10/2018; 32 IR units/4 market rate units; currently 100% occupied.

- **Most recent similar developments –**
  - The Hunt Club – Phase I (60 units @ 100% occupied)
  - The Hunt Club – Phase II (Additional 60 units completed 12/30/2021; currently @ 100% occupied
  - Rose Cottage Villas - Unit and building designs will be the same floor plans as those at The Hunt Club. Construction expected to commence Summer 2022. There will be 76 townhome units.

- **Special skill sets** (the reasons High Properties is able to overcome the challenges to housing development in this particular market) –
  - 34 years development & management experience
  - In 2008 we purchased & managed the workout of over $42M in distressed assets from the collapse of a large state home builder, with all lenders getting paid in full.
  - Have been corporate housing provider & partner with some of Eastern Iowa's largest employers including Collins Aerospace (High Properties was named their "2007 Supplier of the Year"), ADM, BAE & others.
  - Solid, knowledgeable, very experienced & skilled staff
  - Proactively review market data, pricing & demand
  - Significant experience in CDBG, WFHTC & LIHTC projects; all prior approved projects, except ongoing construction of The Hunt Club – Phase III & IV, have been completed and successfully leased up.
  - Financial wherewithal to weather economic down turns, material price increases and changes in demand.
  - Current Occupancy across our managed stabilized multi-family portfolio is at 98%.

High Properties Team

Recognized by Cedar Rapids' Largest Employer



Copy of Plaque received during 2007 Rockwell Collins Award Ceremony

HPM Received the Rockwell Collins 2007 Supplier Award for providing corporate housing to Rockwell Collins' growing workforce

High Properties Completed Projects Resume

Completed projects that have received funding/grants from City &/or State – Total of 435 units added, including 177 IR units, plus additional 100 units under construction:

- **CDBG Projects - Awarded & administered through City of Cedar Rapids - Income Restricted Residential Units ("IR")**
  - Council Square Townhomes – 26 total units with 14 IR units; funding received in two rounds. 10-yr. Compliance Period ran 11/4/2011 – 11/4/2021. Project was audited annually and found to be in compliance.
  - Sugar Creek Villas - 20 total units with 11 IR units. 10-yr. Compliance Period runs 6/26/2014 – 6/26/2024. Project has been audited annually and found to be in compliance.
  - Riverview Place - 118 total units with 60 IR units. 10-yr. Compliance Period runs 10/8/2014 – 10/8/2024. Project has been audited annually and found to be in compliance.
  - Coventry Lofts - 19 total residential units with 10 IR units. 10-yr. Compliance Period runs 1/20/2015 – 1/20/2025. Rehab project following June 2008 Flood in Cedar Rapids Project has been audited annually and found to be in compliance.

  Summary: Total of four (4) projects that added 183 overall units, including 95 IR units. All projects have been audited annually and found to be in compliance.

- **CDBG Program - Forgivable Mortgage – Awarded & administered by ECIOG; funding was in response to 06/2008 Flood in Cedar Rapids as well as economic downturn that started in 08/2008; projects in Tiffin, IA**
  - Village Pointe – Phase I – 48 total units with 25 IR units. Loan amount of $2,880,000 forgiven after 10-yr. Compliance Period of 07/2012 – 07/2022. Project has been audited annually and found to be in compliance..
  - Village Pointe – Phase II – 48 total units with 25 IR units. Loan amount of $2,400,000 forgiven after 10-yr. Compliance Period of 05/2016 – 05/2026. Project has been audited annually and found to be in compliance.
  - City of Tiffin was also awarded a RISE grant to improve Ireland Ave. NW adjacent to the site.

  Summary: Total of two (2) projects that added 96 overall units, including 50 IR units. Both projects have been audited and found to be in compliance.

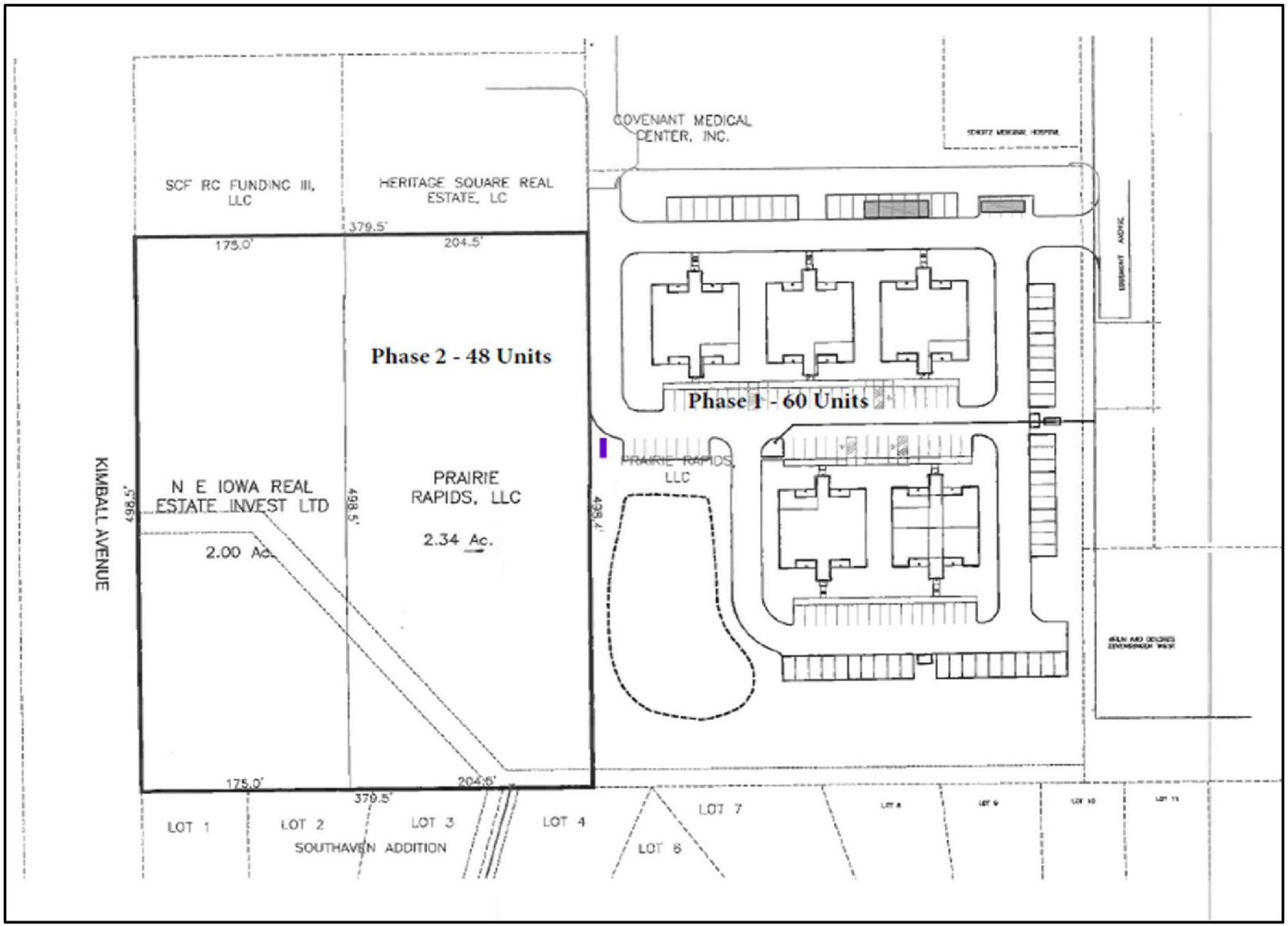
Site Plans, Elevations & Floor Plans

Google Maps Aerial View of Prairie Rapids Square

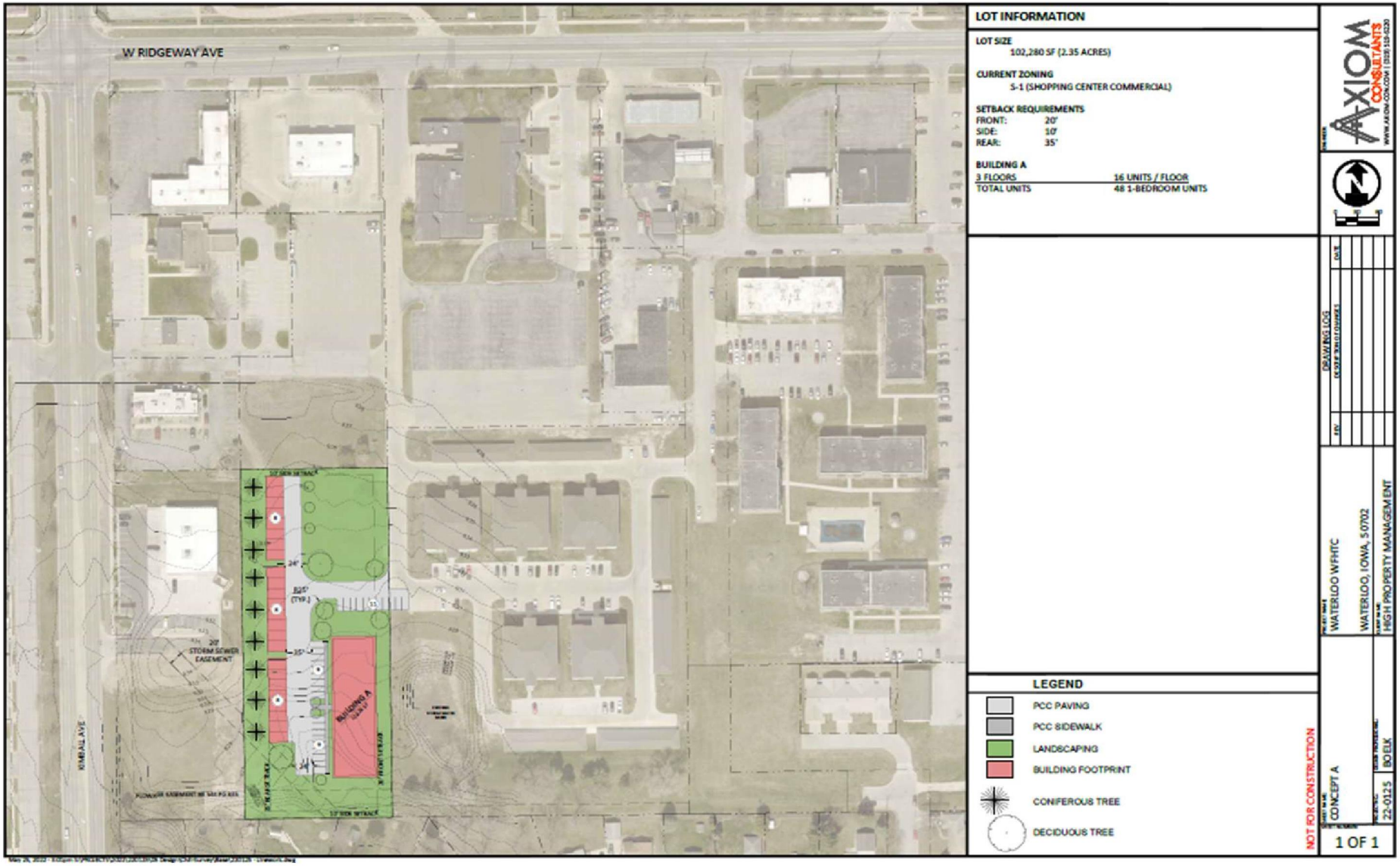


Prairie Rapids Square Overall Site Plan

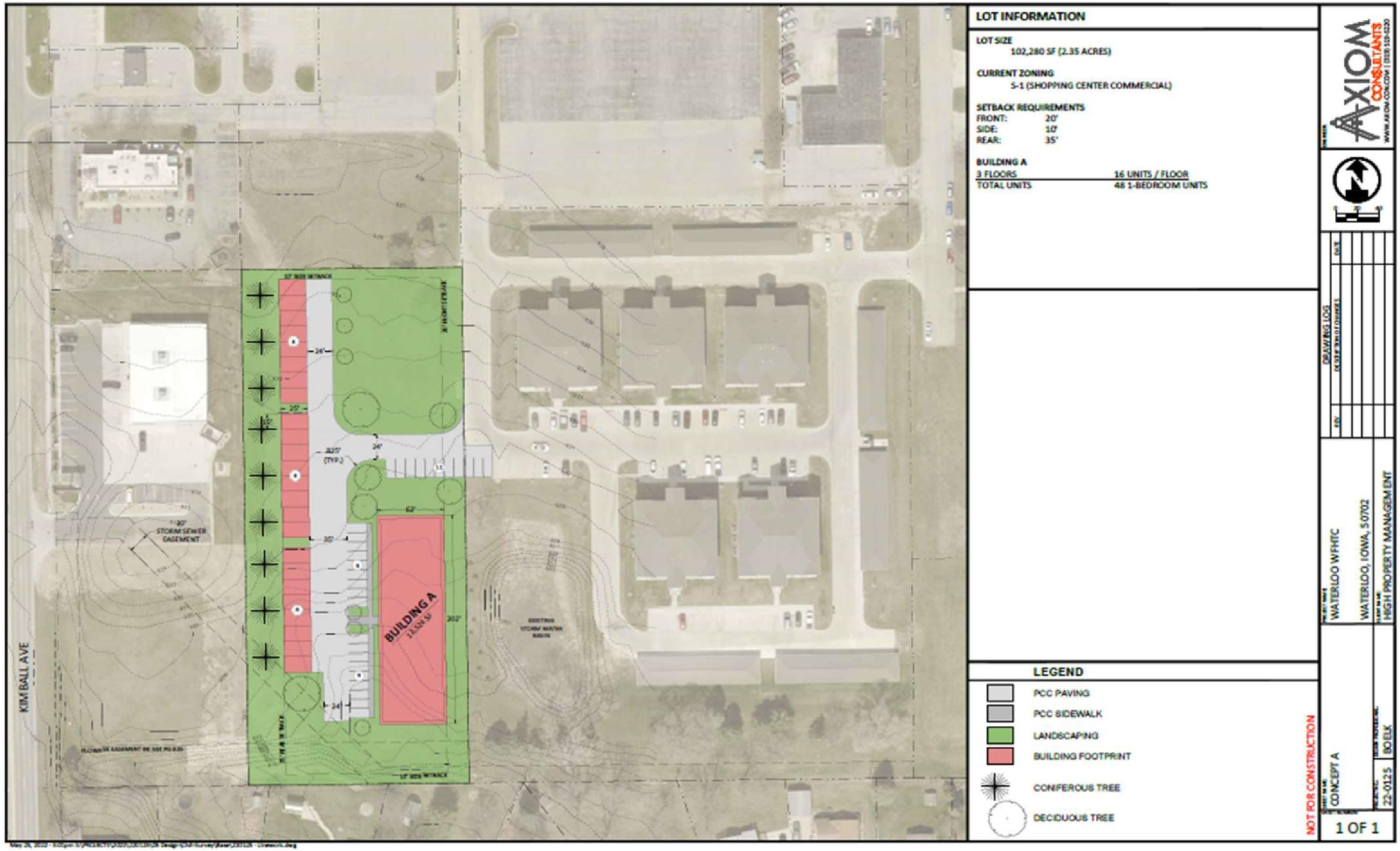
(Phase 2 is 2.34-acre site to west; Phase 1 is 5 buildings to the east)



Prairie Rapids Square Phase 2
Preliminary Site Plan



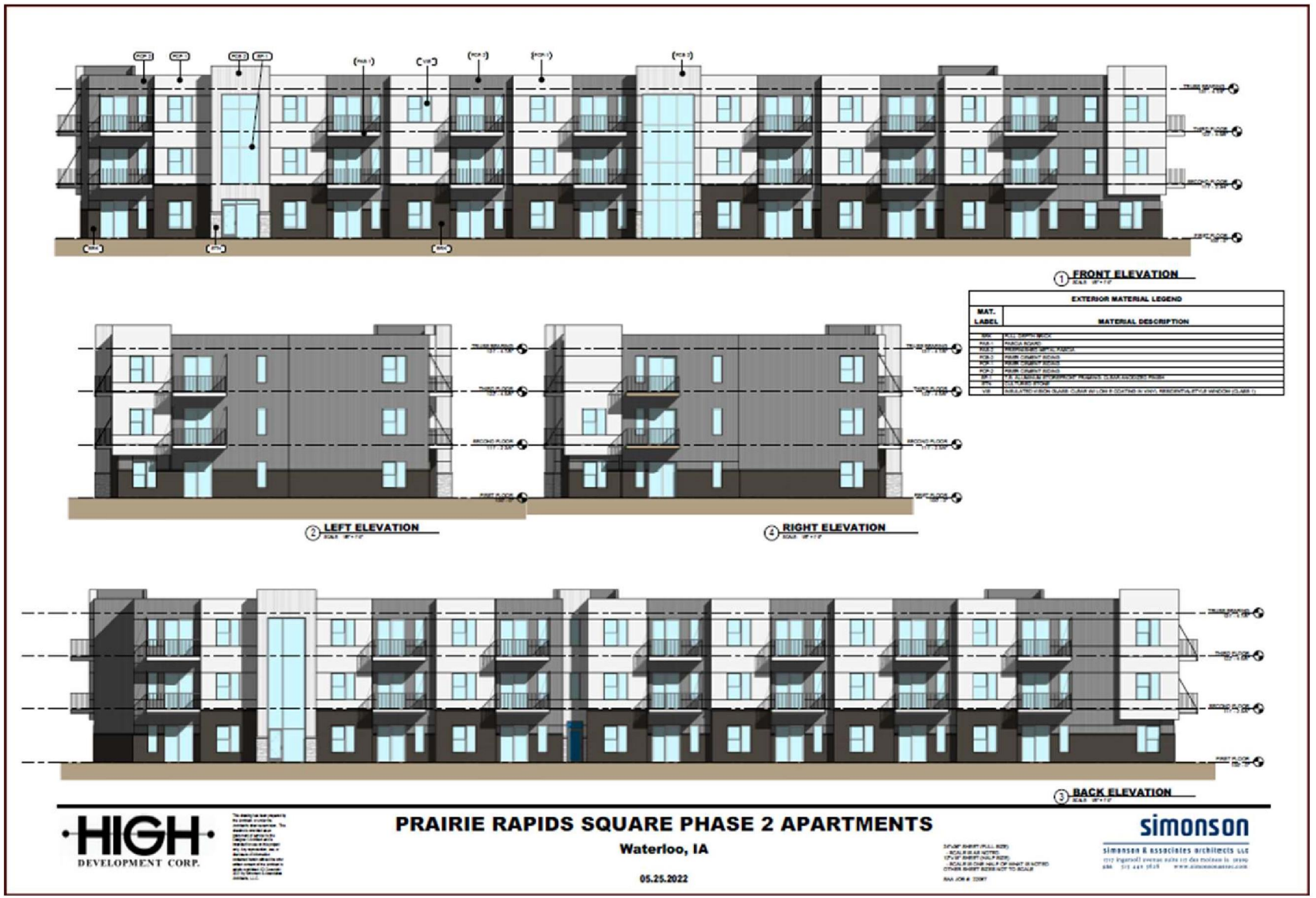
Prairie Rapids Square Phase 2
Preliminary Site Plan



Prairie Rapids Square Phase 2
Preliminary Building Elevations



Prairie Rapids Square Phase 2
Preliminary Building Elevations



Prairie Rapids Square Phase 2
Preliminary Floor Layout

UNIT MIX & COUNT

TYPICAL FLOOR:

UNIT 1 BR A	2
UNIT 1 BR	14
	16

3 STORIES @ 16 UNITS = 48 1 BR APARTMENTS



1 FIRST FLOOR PLAN

HIGH DEVELOPMENT CORP.

PRAIRIE RAPIDS SQUARE PHASE 2 APARTMENTS

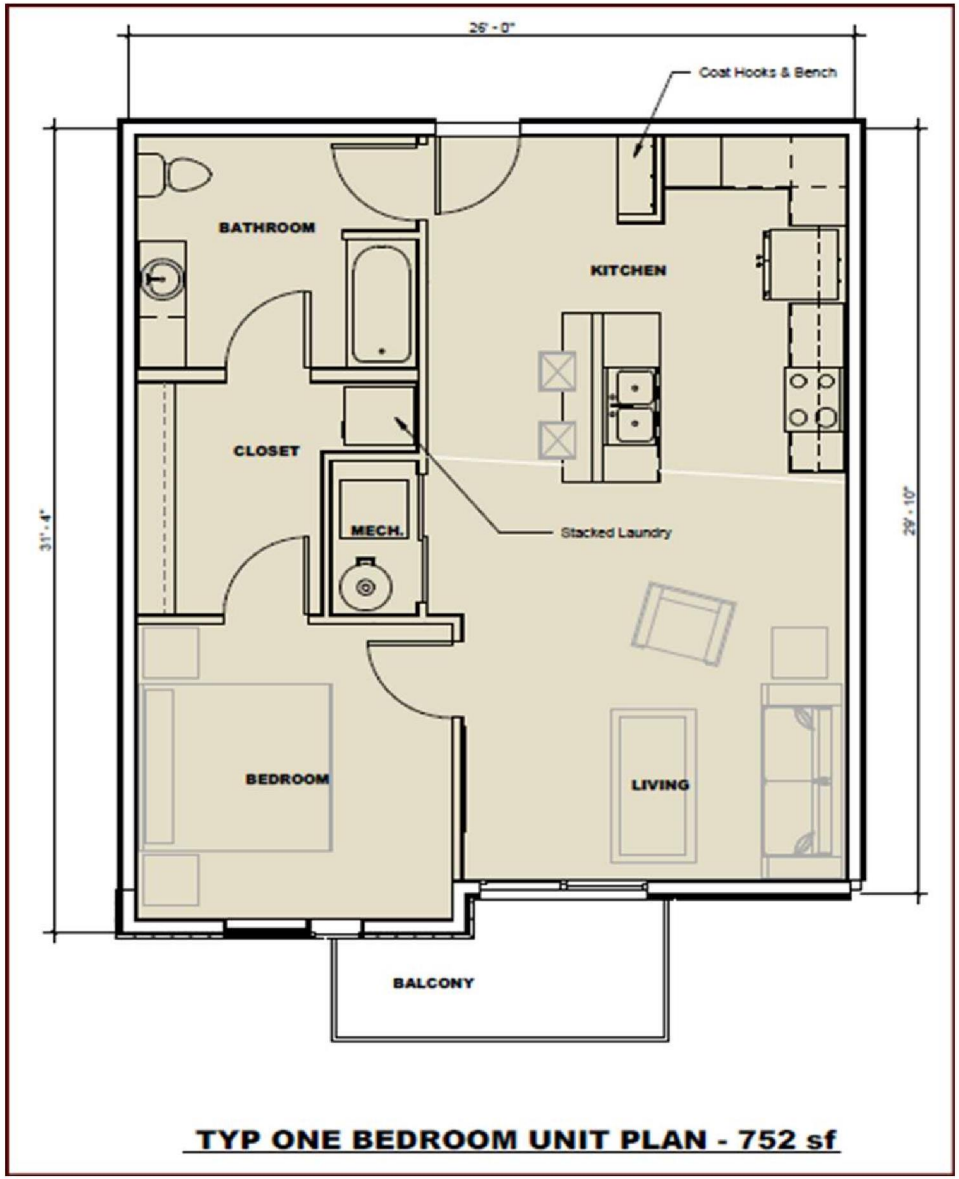
Waterloo, IA

05.25.2022

simonson

simonson & associates architects LLC

Prairie Rapids Square Phase 2
Preliminary Unit Design



Current High Properties Assets



Prairie Rapids Square, Phase 1 (60 Units)
150 Rapids Square, Waterloo

High Properties Website:
https://www.highpropertymanagement.com/



High Properties HQ
211 1st Ave. SE, Downtown Cedar Rapids

High Properties Assets in Cedar Falls, IA



Fountains at Greenhill – 120 Units



Fountains at Greenhill II – 48 Units



Greenhill Market Neighborhood Retail Center

Current High Properties Developments



The Villages, Tiffin, IA (facing west; I-80 is adjacent to the south)
Village Pointe I & II to the west (96 units)
The Hunt Club (in foreground)
Initial 2 of 4 phases with 60 units per phase; Phase III is underway)

Current High Properties Developments



Bear Creek, I-380 & Wright Bros. Blvd. SW, Cedar Rapids
Grading Work on 32-Acre Site
Construction Beginning Summer 2022 on Initial 76 Villa Units

Request for Project Support & Financial Commitment from the City of Waterloo

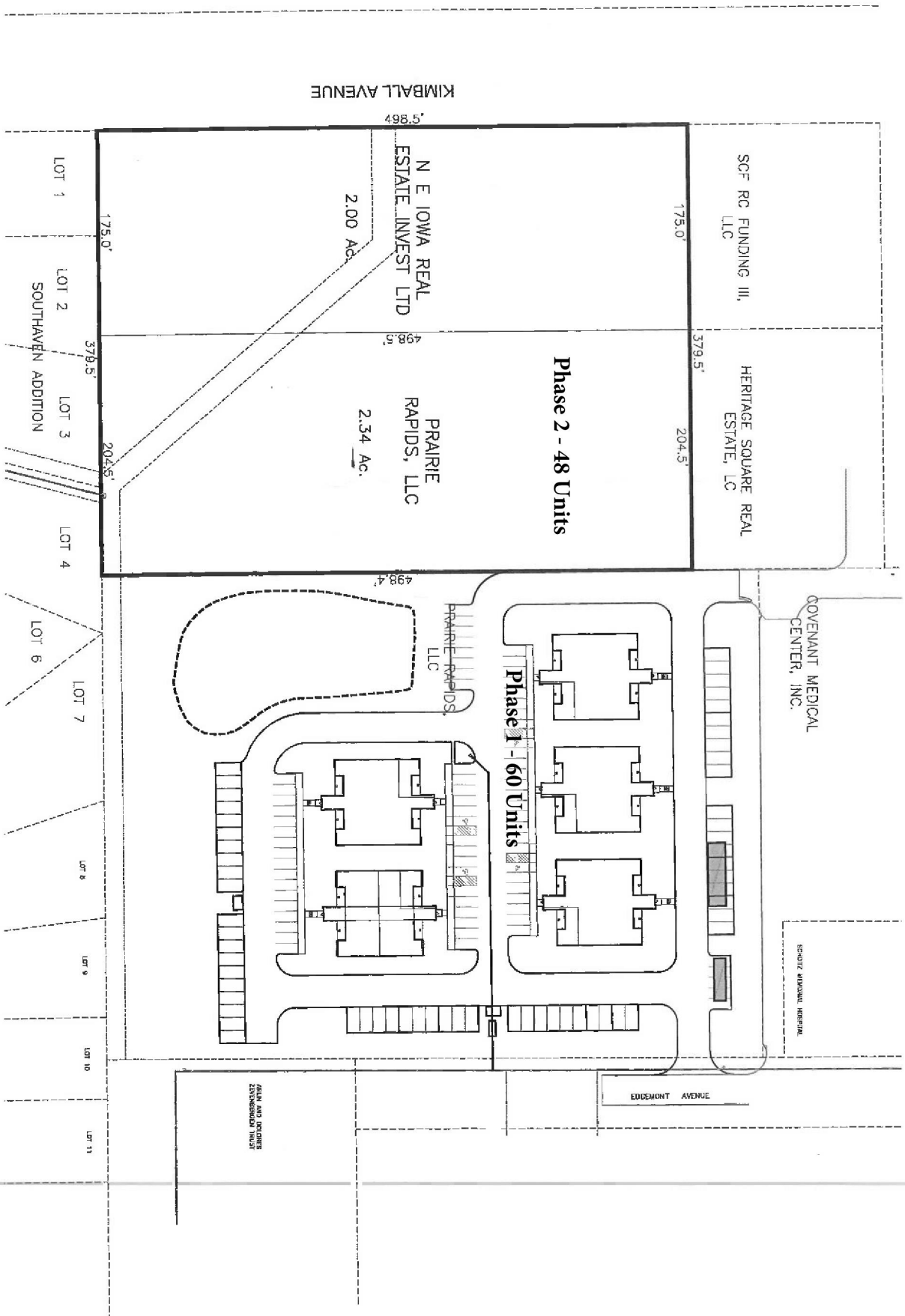
The proposed $5.5M Prairie Rapids Square Phase 2 Workforce Housing Tax Credit project will add 48 new 1-bedroom units on a portion of the original overall Prairie Rapids Square greyfield site. The original site included the dilapidated former hospital employee parking lot from 25+ years ago, which was removed during the overall initial site grading. In proposing this second phase project, High Properties believes the new units will help serve the Community's housing needs by providing an affordable rent option for new and existing residents of Waterloo.

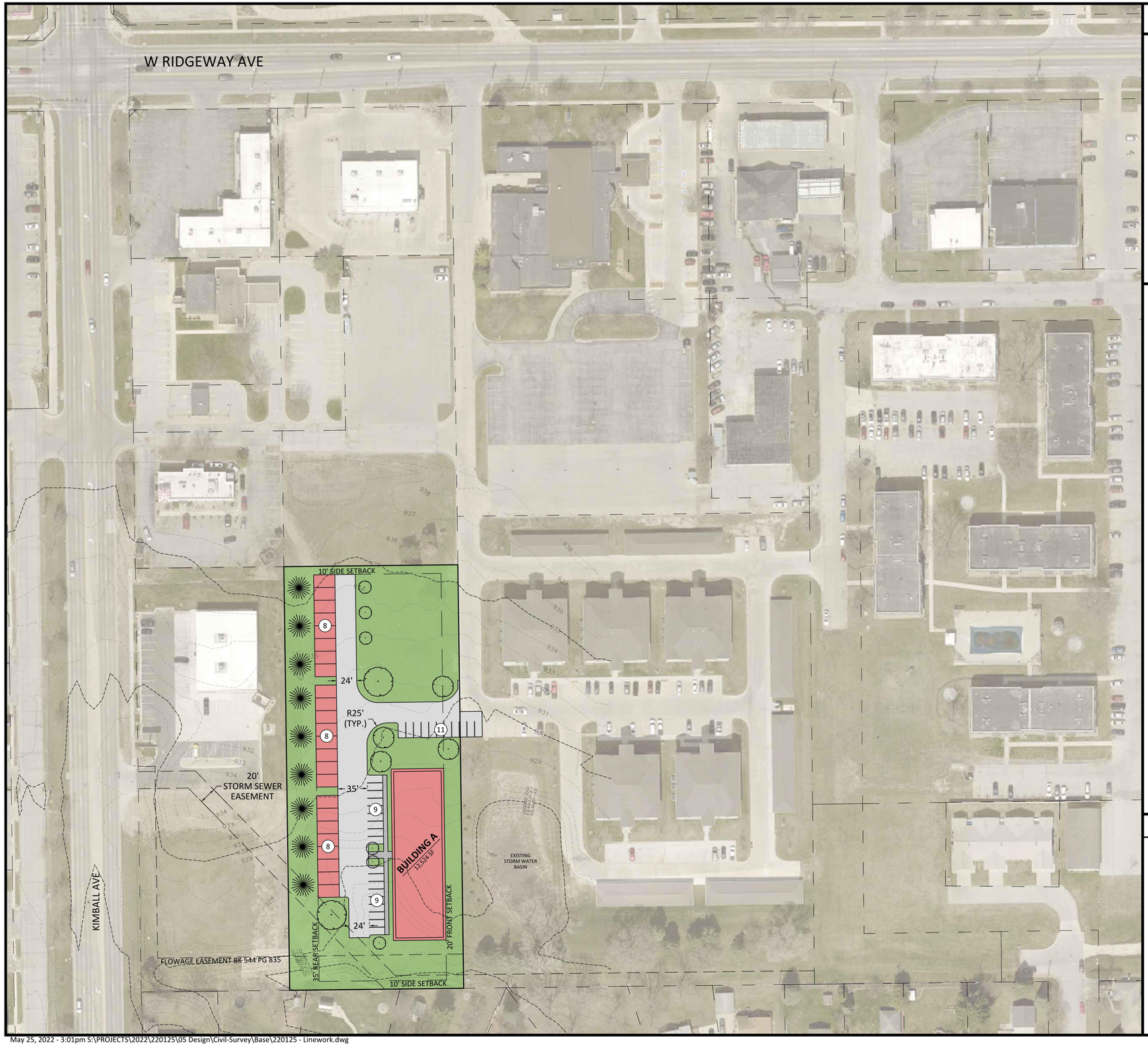
High Properties is currently completing an application to apply through Iowa's Workforce Housing Tax Credit ("WFHTC") program, as administered through the Iowa Economic Development Authority ("IEDA"). In order for a project to be eligible to receive a WFHTC award, a written commitment of local support, as well as agreement to provide matching funds of at least $1,000 per unit, are required. To that end, High Properties respectively requests a Letter of Support for the proposed Prairie Rapids Square Phase 2 project from the City of Waterloo, as well as a financial commitment from the City of $5,000 per unit, once the requirements have been satisfied, pursuant to the Waterloo Infill Housing Program.

As a separate, additional request, due to the ongoing increase in the cost of building materials, combined with rising interest rates, High Properties also asks for the City's consideration to designate the Phase 2 project as a free-standing urban revitalization area in order to qualify for a partial property tax abatement. If approved by the City Council, High Properties requests awarding the 10-year graduated property tax abatement schedule (80%, 70%, 60%, 50%, 40%, 40%, 30%, 30%, 20%, 20%) to assist in the financial viability of this project. We thank you in advance for your consideration of this request.

We at High Properties would like to thank all City Council Members, as well as the Community Planning & Development Department, for everyone's time, assistance and consideration of this request. Please contact us at (319) 363-3900 with any questions. We look forward to working again with the City of Waterloo to bring the proposed Prairie Rapids Square Phase 2 project to completion! Thank you!

Upon acceptance of this material and other data pertaining to these projects provided by High Development Corp., the recipient covenants and agrees that all such property, drawings, and financial information are instruments of service and belong to High Development Corp. These files and images are transmitted for review with the intent the entire body of information is proprietary and all good reserved for High Development Corp. No images, data or financial information can be reproduced or used without the sole written consent of High Development Corp. The files must not be reused or copied for any project other than those owned by High Development Corp.


KIMBALL AVENUE
498.5'
LOT 1
LOT 2
SOUTHAVEN ADDITION
LOT 3
LOT 4
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
175.0'
379.5'
204.5'
N E IOWA REAL ESTATE INVEST LTD
2.00 Ac.
SCF RC FUNDING III, LLC
HERITAGE SQUARE REAL ESTATE, LC
PRAIRIE RAPIDS, LLC
2.34 Ac.
Phase 2 - 48 Units
PRAIRIE RAPIDS, LLC
Phase 1 - 60 Units
COVENANT MEDICAL CENTER, INC.
EDGEMONT AVENUE



LOT INFORMATION

LOT SIZE
102,280 SF (2.35 ACRES)

CURRENT ZONING
S-1 (SHOPPING CENTER COMMERCIAL)

SETBACK REQUIREMENTS

FRONT:	20'
SIDE:	10'
REAR:	35'

BUILDING A

3 FLOORS	16 UNITS / FLOOR
TOTAL UNITS	48 1-BEDROOM UNITS

LEGEND

- PCC PAVING
- PCC SIDEWALK
- LANDSCAPING
- BUILDING FOOTPRINT
- CONIFEROUS TREE
- DECIDUOUS TREE

NOT FOR CONSTRUCTION

ENGINEER:
AXIOM CONSULTANTS
WWW.AXIOM-CON.COM | (319) 519-6220

0 30 60

DRAWING LOG

REV	DESCRIPTION OF CHANGES	DATE

PROJECT NAME: WATERLOO WFHTC
WATERLOO, IOWA, 50702
CLIENT NAME: HIGH PROPERTY MANAGEMENT
SHEET NAME: CONCEPT A
PROJECT NO.: 22-0125
DESIGN PROFESSIONAL: BOELK
SHEET NUMBER: 1 OF 1

May 25, 2022 - 3:01pm S:\PROJECTS\2022\220125\05 Design\Civil-Survey\Base\220125 - Linework.dwg



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May 25, 2022 - 3:01pm S:\PROJECTS\2022\220125\05 Design\Civil-Survey\Base\220125 - Linework.dwg





PRAIRIE RAPIDS SQUARE PHASE 2 APARTMENTS

Waterloo, IA

05.25.2022

HIGH DEVELOPMENT CORP.

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24"x36" SHEET (FULL SIZE)
- SCALE IS AS NOTED.
12"x18" SHEET (HALF SIZE)
- SCALE IS ONE-HALF OF WHAT IS NOTED
OTHER SHEET SIZES NOT TO SCALE

SAA JOB #: 22067

simonson
simonson & associates architects LLC
1717 ingersoll avenue suite 117 des moines ia 50309
phn 515 440 5626 www.simonsonassoc.com



1 FRONT ELEVATION

SCALE: 1/8" = 1'-0"

EXTERIOR MATERIAL LEGEND

MAT. LABEL	MATERIAL DESCRIPTION
BRK	FULL DEPTH BRICK
FAS-1	FASCIA BOARD
FAS-2	PREFINISHED METAL FASCIA
FCB-2	FIBER CEMENT SIDING
FCP-1	FIBER CEMENT SIDING
FCP-2	FIBER CEMENT SIDING
SF-1	T.B. ALUMINUM STOREFRONT FRAMING: CLEAR ANODIZED FINISH
STN	CULTURED STONE
VIS	INSULATED VISION GLASS: CLEAR W/ LOW E COATING IN VINYL RESIDENTIALSTYLE WINDOW (CLASS 1)



2 LEFT ELEVATION

SCALE: 1/8" = 1'-0"



4 RIGHT ELEVATION

SCALE: 1/8" = 1'-0"



3 BACK ELEVATION

SCALE: 1/8" = 1'-0"

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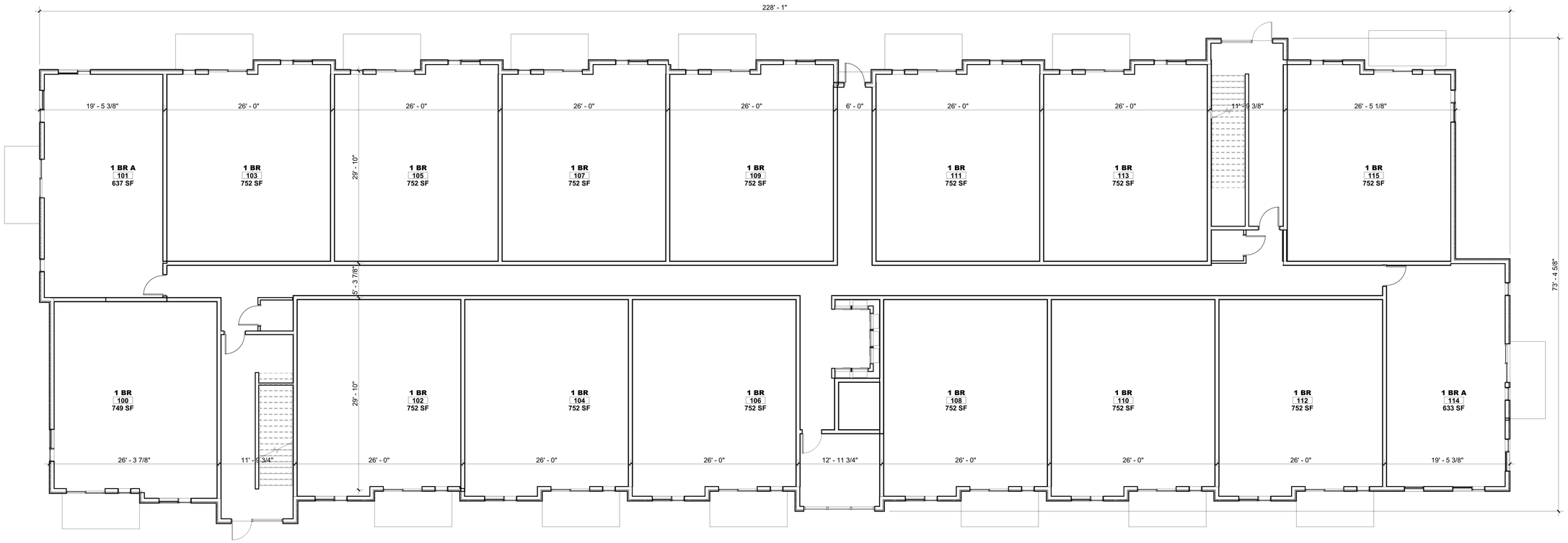
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UNIT MIX & COUNT

TYPICAL FLOOR:

UNIT 1 BR A	2
UNIT 1 BR	14
	16

3 STORIES @ 16 UNITS = 48 1 BR APARTMENTS



1 **FIRST FLOOR PLAN**
SCALE: 1/8" = 1'-0"

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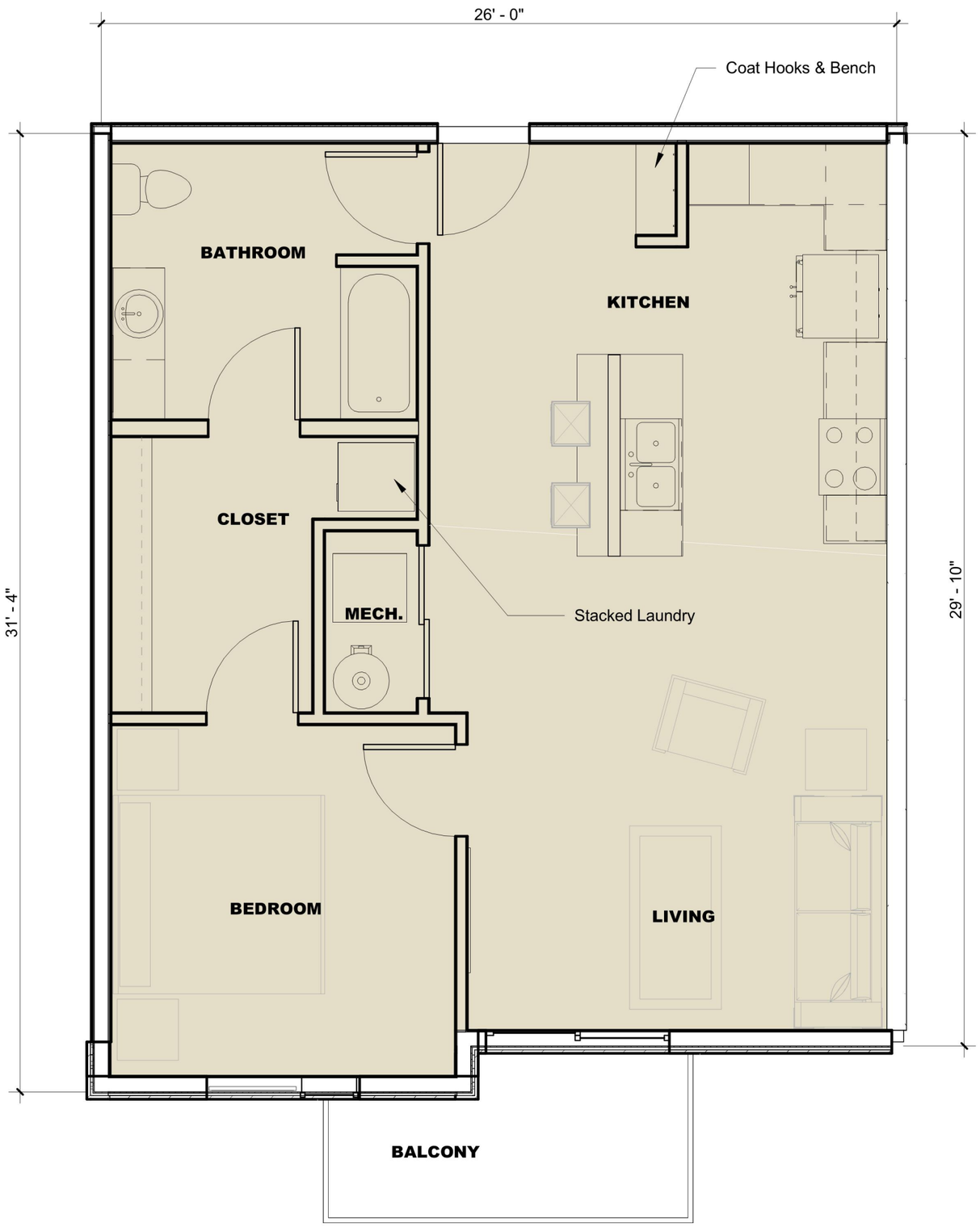
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TYP ONE BEDROOM UNIT PLAN - 752 sf

HIGH DEVELOPMENT CORP.

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PRAIRIE RAPIDS SQUARE
PHASE 2 APARTMENTS
Waterloo, IA

05.25.2022

JOB NO.
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PRAIRIE RAPIDS APARTMENTS
Waterloo, IA

05/25/2022

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CITY OF WATERLOO

Council Communication

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.

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

ATTACHMENTS:

Description	Type
Contract Amendment	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	The original contract between IEDA, Advanced Heat Treat Corp. and the City of Waterloo had a completion date and maintenance period completion date of March 31, 2022 and March 31, 2024 and Advanced Heat Treat has petitioned IEDA to change the dates to March 31, 2023 and March 31, 2025. IEDA has already approved the extension and since the City is a party in the agreement, the mayor's signature is required. The project occurring at Advanced Heat Treat will create 12 new jobs under the state's High Quality Jobs Program.
Neighborhood Impact:	Creation of these new jobs will have a positive impact on Waterloo.

CONTRACT AMENDMENT

RECIPIENT:	**Advanced Heat Treat Corp.**
CONTRACT #:	**18-TC-037**
AMENDMENT #:	**2**
EFFECTIVE DATE:	**May 20, 2022**

THIS CONTRACT AMENDMENT is made by and among the **IOWA ECONOMIC DEVELOPMENT AUTHORITY**, (hereafter "**IEDA**"), 1963 Bell Avenue, Suite 200, Des Moines, IA 50315, an agency of the State of Iowa, **Advanced Heat Treat Corp.** ("**Recipient**"), 2825 MidPort Blvd., Waterloo, IA 50703, and **City of Waterloo** ("**Community**"), 715 Mulberry St., Waterloo, IA 50703.

WHEREAS, Recipient, has requested that the Project Completion Date be extended.

WHEREAS, the **IEDA BOARD** approved an extension, effective as of the Effective Date stated above, and

NOW, THEREFORE, the Contract referenced above is amended as follows:

1. REVISION OF EXHIBIT D; "JOB OBLIGATIONS." Exhibit D is amended to revise the Project Completion Date. Details of this change are reflected in the attached Revised Exhibit D which is hereby incorporated by this reference and made a part of this Contract Amendment.

FOR RECIPIENT:

SIGNATURE

Mikel Woods / President

PRINT/TYPE NAME, TITLE

05.24.22

DATE

FOR IEDA:

Deborah V. Durham, Director

DATE

FOR COMMUNITY:

SIGNATURE

PRINT/TYPE NAME, TITLE

DATE

EXHIBIT D – JOB OBLIGATIONS

Updated on 5/20/2022

Recipient: Advanced Heat Treat Corp.
Community: City of Waterloo
Contract Number: 18-TC-037

This Project has been awarded Project Completion Assistance and Tax Incentives from the High Quality Jobs Program (HQJP) – Tax Credit Component. The chart below outline the contractual job obligations related to this Project.

Data in the "Employment Base" column has been verified by IEDA and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the "Jobs To Be Created" column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Recipient must achieve, at a minimum, the numbers found in the "Total Job Obligations" column.

HQJP JOB OBLIGATIONS Project Completion Date: ~~March 31, 2022~~ March 31, 2023 Maintenance Period Completion Date: ~~March 31, 2024~~ March 31, 2025	Employment Base	Jobs To Be Created	Total Job Obligations
Total employment at project location	91	12	103
Average wage of total employment at project location	$29.69		
Qualifying Laborshed Wage threshold requirement (per hr)	$17.29		
Number of jobs at or above qualifying wage	60	6	66
Average Wage of jobs at or above qualifying wage	$37.86		

Notes re: Job Obligations

1. When determining the number of jobs at or above the qualifying wage, wages will include only the regular hourly rate that serves as the base level of compensation. The wage will not include nonregular forms of compensation such as bonuses, unusual overtime pay, commissions, stock options, pension, retirement or death benefits, unemployment benefits or other insurance, or other fringe benefits.

2. Employment Base includes 0 "Retained Jobs".

   If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2. If the box is not checked or if no alternative schedule is provided, IEDA will consider "*Full-time Equivalent (FTE) Job*" to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.
   ☐ The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

Sufficient Benefits Deductible Requirements

Recipient shall provide Sufficient Benefits with a maximum deductible of $2,250 for single coverage or $4,500 for family coverage.

CITY OF WATERLOO

Council Communication

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.

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

ATTACHMENTS:

Description	Type
Council Comm Hotel Motel Discr Award	Backup Material
Waterloo Municipal Band Application	Backup Material
North End Arts and Music Fest App	Backup Material
Youth Empowerment Services App	Backup Material
Hotel Motel Discr Award History	Backup Material

SUBJECT: 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.

Submitted by: Submitted By: Michelle Weidner, Chief Financial Officer

Recommended Action:

Summary Statement:

Funding Recommendations:

Waterloo Community Concert Band -Summer 2022 Season	$ 21,400
North End Arts & Music Fest	5,000
Youth Empowerment Services Program	10,500
Total	$36,400

The award history for discretionary hotel/motel tax awards is included for your reference.

Implementation, Accountability, and Communication: Hotel/Motel Tax Discretionary Funds.

Expenditure Required/Source of Funds: These requests total $36,400 from council discretionary hotel/motel tax funds. We have received adequate revenue to make these awards. I anticipate receiving several more applications for the year ending June 30, 2023.

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 6, 2022
Prepared: May 26, 2022
Submitted by: Michelle Weidner, CFO

SUBJECT: Hotel/Motel Discretionary Grant Applications

Submitted by: Michelle Weidner, CFO

Recommended Action: Approve the award of hotel/motel discretionary funds to the following entities:

Waterloo Municipal Band for the 2022 Season	$21,400.00
North End Arts and Music Fest	5,000.00
Youth Empowerment Services program	10,000.00

The funding applications and award history for discretionary hotel/motel tax awards are included for your reference.

These requests total $36,400 from council discretionary hotel/motel tax funds. We have received adequate revenue to make these awards. I anticipate that there will be several more applications filed for funds to be paid out during the year ending June 30, 2023.

Expenditure Required: $ 36,400

Source of Funds:

Policy Issue: N/A

Alternative: N/A

Background Information: N/A

City Council Discretionary
Hotel-Motel Grant Application
Waterloo, Iowa

The City Waterloo Iowa is offering grants to non-profit entities for projects and community events that support tourism, our quality of life and which bring people to the downtown. These grant funds are made possible through the hotel/motel tax funds received by the City of Waterloo. By city ordinance 10% of the revenues generated from the Hotel-Motel Tax can be used as discretionary dollars of the City Council to enhance projects that support several defined areas. If you are interested in applying for funding please complete the application. **Incomplete applications will be returned.**

1. **General Information** (It is highly recommended that applications be typewritten. Use a separate sheet of paper, if necessary):
   Name of organization Waterloo Municipal Band

   Name of facility/project Summer band concert season (nine concerts)

   Contact person Julie Anderson **Email** jannra56@gmail.com

   Address of organization or person completing application:

   Street 4308 Granite Ridge Rd

   City Cedar Falls **State** Iowa **Zip** 50613

   Phone 319-239-3686 **Fax:** _____

2. **What is the mission of your organization?**
   The Waterloo Municipal Band celebrates the tradition of community bands by engaging local musicians to present an annual series of free outdoor public band performances within Waterloo, Iowa and by facilitating other musical events throughout the Cedar Valley.

   The tentative 2022 season will include concerts on

   June 9, 16, 23, 30
   and July 7, 14, 21, 28
   Tentative concert in conjunction with the Iowa Irish Fest - August 4

3. **How long has your organization been in existence?**
   Band was established in 1926

4. How many staff members and/or volunteers are involved in this organization and the project? Two librarians, 6 board members, One personnel manager, conductors, 45 band members

5. <u>Please indicate all the categories that your projects supports:</u>

Category 1 – Supports tourism and heads on beds

Category 2 – Supports and assists community events

Category 3 – Brings people downtown

Category 4 – Supports Waterloo quality of life

6. Please provide a detailed statement of how your project fits into one or more of the above listed 4 categories?

Through its efforts the Waterloo Municipal Band

- promotes appreciation for band music among a diverse public;
- provides opportunities for local musicians to perform professionally;
- supports economic development by bringing people downtown;
- supports quality of life by providing entertaining and educational music programs; - encourages a sense of community and civic pride.

The Waterloo Municipal Band is committed to enhance the life of our community through our outdoor concert series.

Our project will continue to promote the arts in our community by providing an annual series of free outdoor public band performances We invite guest artists within our community to perform. We connect with other organizations in our concert series. i.e. Waterloo Legion, Iowa Trombones, Cedar Falls Symphony, Iowa Irish Fest, etc.

7. **If your project has or will continue for more than one year, please explain your plans for financial sustainability?**
Because the concerts are free for all audience members, no money is generated. In Iowa, Municipal/community concert bands are funded by cities.

8. **Give an estimate of how you plan to measure the success of the project:**
The size and growth of our audience measures our success. The enthusiasm within the community for our concerts. The involvement and commitment of our band members.

9. **Describe specifically how the proposed project will be marketed.**
Newspaper announcements, electric signboards, posters, public announcements, website, facebook

10. **Please provide a detailed description of the budget. Please include information about additional funding sources, income and how the hotel/motel tax grant fits into the overall budget. (See budget summary below)**

There are no additional funding sources other than an occasional small donation; most individual donations are less than $20. The hotel/motel tax grant is the main budget income source.

11. **Please include in your submitted materials:**
- Tax exempt status 501 C 3 is attached
- W-9 form

This is currently on file.

12. **We ask that you will submit a single page final report detailing the results of your project one month after the completion of the project. If you do not submit your final report within a month after completion you will not be eligible for further funding.**
- Detail if your intended goals for the project were met?
- Detail how the funds were spent?

****

BUDGET SUMMARY:

Total Project Cost	**$ 22,500.00**
9 concerts at a cost of approximately $2500/concert	
Additional Funding Sources	**$ 600.00**
In-Kind Services	**$ -0-**
Hotel/Motel Tax Grant Request	**$ 21,400.00**

Please note: Additional Funding Sources, In-Kind Services and Hotel/Motel Tax Grant Request *must* equal Total Project Cost.

I have reviewed this Application for Grant Funds from the City of Waterloo. To the best of my knowledge, the information contained in this application and its attachments is accurate and complete.

The Hotel/Motel Tax Grant funds are to be used for the express purpose as stated in the Grant Application. I, the undersigned, know full and well that if this program/project does not transpire, recommendation by the Waterloo City Council funding will be withdrawn. My organization will be responsible for refunding any portion of funds already received.

Julie Anderson	**February 17, 2022**
Julie Anderson, president	**02/17/2022**
Signature of Applicant	**Date**

Waterloo City Council
Discretionary Hotel-Motel Grant Application

The City of Waterloo is offering grants to non-profit entities for projects and community events that support tourism, quality of life and which bring people to Waterloo's downtown area. Grant funds are made possible through Hotel/Motel tax funds received by the City of Waterloo. City Ordinance states 10% of the revenues generated from the Hotel-Motel Tax can be used as discretionary dollars of the City Council to enhance projects that support several defined areas.

To apply, please complete the following application and send the original plus four complete copies to: City of Waterloo Finance Dept., City Hall, 715 Mulberry St., Waterloo, Iowa, 50703. Incomplete applications will be returned.

1. **General Information** (It is highly recommended that applications be typewritten. Use a separate sheet of paper, if necessary):

Name of organization North End Cultural Center, Inc.

Name of facility/project North End Arts and Music Fest

Contact person R. Allen Hays **Email** allen.hays@uni.edu

Address of organization or person completing application:

Street PO Box 2761

City Waterloo **State** IA **Zip** 50704

Phone 319-266-8406 **Fax:**

2. **Please describe your project in detail**
   a) **Explain the project as though you were telling a complete stranger.**
   b) **Please be specific how the grant monies will be used in the overall project.**

The purpose of the North End Music and Arts Festival is to revive artistic interest and activity in the northeast neighborhoods of Waterloo, Iowa, an area that has been traditionally disadvantaged but which, nonetheless, has a rich history in the visual arts and in music.

This has traditionally been an area in which new immigrants to the community could settle and create their own unique communities. This was certainly true of African

Americans, who began moving to Waterloo in significant numbers during and after World War I. Racial segregation concentrated them in a small area of the northeast side, but within that area they created a rich cultural and community life. For example, the African American chapter of the Elks Club hosted concerts by many famous jazz musicians, including Duke Ellington and Louis Armstrong. More recently, Latinx immigrants have placed their unique stamp upon the community.

This community currently suffers from ongoing economic deprivation and periodic violence. The legacy of racism for many people of color is a lack of confidence in their own capacities and the capacities of their community. The purpose of the North End Music and Arts Fest is to create a sense of pride, excitement and confidence in this community by highlighting its cultural roots and showcasing its current artistic achievement. As an established yearly event, it not only contributes to this new confidence in the community but also brings favorable attention to the community's accomplishments within the metropolitan area and within the state.

The Festival was held for the first time on September 26, 2009, on the grounds of Jubilee United Methodist Church at 4th and Newell Streets. Since then, the Fest has continued to grow and to attract quality artists.

We have demonstrated that we can attract quality performers to the North End Arts Fest, and we have substantially increased our audience from the 2009 through 2021, with total attendance in the range of 1,500 to 2,000. For the past two years, we have also sponsored a community parade and coordinated with the annual drum corps competition. This has increased our attendance substantially.

3. What is the mission of your organization?

The mission of the North End Cultural Center, Inc. is to restore pride in the diverse cultures on Waterloo's North End, by showcasing the artistic gifts and talents of its residents.

4. How long has your organization been in existence?

15 years

5. How many staff members and/or volunteers are involved in this organization and the project?

The organizing committee has approximately 8 members. We anticipate that about 15-20 more volunteers will assist with the actual event. We pay a modest stipend to our performance coordinator and our parade coordinator, but there are no other paid staff members.

6. **Please indicate all the categories that your projects supports:**

☐ Category 1 – Supports tourism and heads on beds

x Category 2 – Supports and assists community events

☐ Category 3 – Brings people downtown

x Category 4 – Supports Waterloo quality of life

7. **Please provide a detailed description of your project, together with a statement of how your project fits into one or more of the above listed 4 categories.**

We plan to hold the Thirteenth Annual North End Arts and Music Fest on Friday, July 8 in Sullivan Park and Saturday, July 9, 2022, in Ferguson Field Park in east Waterloo.

This year we will coordinate with the organizers of Fridayloo to provide a Friday evening musical experience focusing on African American culture n Sullivan Park.

We will also continue to coordinate the Fest with a community parade and drill team competition. KBBG has sponsored this parade in the past but we took over management of it in 2021. The parade enables drill teams to provide excellent public performances, prior to their participation in a competition later that day. It enables local organizations to showcase themselves, and it provides a great feeder into the Fest. The parade will start at 10 AM on the 9th, ending at Ferguson Field at about 11:30 AM, just before the fest starts at Noon.

The Fest has become a regular and important cultural feature of the community. Thus, it fits into Category 2. This year, we will continue our policy of selecting several locally prominent performers, each of whom has his or her own following, rather than have a single headliner. There will also be multiple opportunities for music, poetry, and dance from North End youth and amateur adults.

In addition to musical and spoken word performances on stage, local painters and other visual artists are provided the opportunity to display and sell their wares. By providing positive activities and a positive image for the North End, it definitely supports Category 4, improving the quality of life.

The physical location of the event is in or close to downtown Waterloo. This makes it likely that attendees will pass through the downtown area and patronize restaurants. Thus, the activity supports Category 3.

Over the past 4 years, we have increased our emphasis on youth activities. We have a number of performers under 18, including middle school kids who have completed the summer Hip Hop Literacy Program which is also operated by the North End Cultural Center, Inc. The program uses hip hop writing and performance to teach literacy skills

and each year the kids perform their creations at the Fest. We also have performances by local drum corps and we feature a range of visual arts activities for youth, in partnership with the Youth Art Team and the Waterloo Writing Project.

We have also encouraged more community organizations to provide booths and displays. In this way, they are able to present their services and products to the community.

8. If your project has or will continue for more than one year, please explain your plans for financial sustainability.

We have been successful in attracting support from area businesses and local foundations. We will continue to seek support from those donors. We will also solicit donations from individuals and recognize them for different levels of financial support. Our website is already set up to solicit such donations. This year we will be supported by the CUNA Corporation and the Community Foundation.

We believe that it is important for this to be a free event, so that it will be open to as many in the community as possible. Therefore, ongoing public support will be necessary to make the festival a success.

9. Give an estimate of how you plan to measure the success of the project.

As we have done in previous, we will conduct an extensive de-briefing and evaluation of the event by committee members. We will seek feedback from both artists and audience members. Since we want to preserve it as a free event, we cannot use ticket sales to track attendance, but we will establish a counting procedure to give us a clear idea of how successful we are in increasing attendance in 2022. As just noted, the parade is an excellent feeder for the event.

We also measure our performance by the increasing diversity and breadth of community participation. We continue to reach out to new individual and group performers who are contributing their artistic visions to our community.

Finally, it should be noted that we have received very favorable media coverage for previous events, and we will continue to strive for extensive and favorable publicity.

10. Describe specifically how the proposed project will be marketed.

Print media

Waterloo/Cedar Falls Courier
Des Moines Register
Pulse Magazine

Web media

Travel Iowa.com
easterniowatourism.org

waterloocvb.org
uni.edu
North End Arts and Music Fest website

Electronic media

Radio - KBBG, KOEL, KUNI
Television - PSAs and advance news coverage on KWWL, KGAN, and KCRG,
Presentations on Waterloo and Cedar Falls local access channels plus PSAs on other channels.

Other media

Posters (local and statewide)
Participation in local events
My Waterloo Days
Sturgis Falls
Juneteenth Celebration
Word of mouth – presentations at churches, other civic organizations, community and neighborhood meetings.

In addition to the above, we plan targeted outreach to organizations in other communities who are interested in cultural affairs and diversity. Recruiting one or two performers from other communities (while preserving the essentially local character of the performances) could help build an out of town audience for the event.

11. **Please provide a detailed description of the budget. Please include information about additional funding sources, income and how the hotel/motel tax grant fits into the overall budget.**

Item	Waterloo Hotel/Motel Discretionary Grant Request	CUNA and Community Foundation Support	Total
Artists	$2,400	$5,100	$7,500
Coordinator		$1,500	$1,500
Sound equipment and technicians	$2,600		$2,600
Stage and generators		$2,800	$2,800
Sanitation		$500	$500
Visual Arts Expenses		$1,000	$1,000
Tent rental			
Kids activities		$500	$500
Parade expenses		$1000	$1000
Event insurance		$300	$300
Miscellaneous production expenses		$1000	$1,000
Brochures and posters (design and printing)		$1000	$1,000
Newspaper/radio ads		$500	$500
Social Media		$400	$400
Totals	**$5,000**	**$16,400**	**$21,400**

12. **Please include in your submitted materials:**
    - Tax exempt status
    - W-9 form

13. **We ask that you will submit a single page final report detailing the results of your project one month after the completion of the project. If you do not submit your final report within a month after completion you will not be eligible for further funding.**
    - Were your intended goals for the project met? Please provide details.
    - How were the funds spent? Please be specific.

****

BUDGET SUMMARY:

Total Project Cost	**$ 21,400**
Additional Funding Sources	**$ 16,400**
In-Kind Services	**$**
Hotel/Motel Tax Grant Request	**$ 5,000**

Please note: Additional Funding Sources, In-Kind Services and Hotel/Motel Tax Grant Request *must* equal Total Project Cost.

I have reviewed this Application for Hotel/Motel Grant Funds from the City of Waterloo. The information contained in this application plus any attachment(s) is accurate and complete to the best of my knowledge.

The Hotel/Motel Tax Grant Funds are to be used for the express purpose as stated in the Grant Application. I, the undersigned, fully understand that if this program/project does not transpire, Waterloo City Council's recommendation for funding will be withdrawn and my organization will be responsible for refunding any portion of funds already received.

P. Allen Hays — **Signature of Applicant**

3/16/2022 — **Date**

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: 2012

NORTH END CULTURAL CENTER INC
C/O DAVID H MASON
PO BOX 627
CEDAR FALLS, IA 50613

Employer Identification Number:
46-1067101
DLN:
17053284325012
Contact Person:
MITCHELL P STEELE ID# 31360
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
October 8, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
North End Cultural Center, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
PO Box 2761

Requester's name and address (optional)

City, state, and ZIP code
Waterloo, IA 50704

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
46 : 1067107

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here — Signature of U.S. person ▶ R. Adam Young Jr. Date ▶ 3/16/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Waterloo City Council Discretionary Hotel-Motel Grant Application

1) General Information

Name of Organization:

Faith Temple American Baptist Church

Name of project:

Y.E.S. Program (Youth Empowerment Services)

Contact Person:

Rev. Shara Baker

Address:

234 S. Hackett Rd, Waterloo, IA. 50701

Phone: (319) 252-8777

2) Program Description:

The Y.E.S. program was piloted seven (7) years ago in an effort to help meet the growing needs in the Waterloo community for job readiness training for our young people. In addition to providing opportunities to young people to be empowered through work and displaying work ethic, we also provide opportunities for young people to experience empowerment through education, through leadership skills and through their own gifts and talents.

The YES program provides youth development through multicultural and multigenerational education, support and assistance; leadership skills, conflict resolution and effective communication, creative expression and community service. This includes collaboration with community partners, organizations, churches, and neighborhoods.

The YES program is a six (6) week summer program designed to help prepare young people between ages 13-15 to become good citizens and employees. The mission of this program is to encourage and support students in the Cedar Valley to promote alternatives to being involved in behaviors that result in adverse life outcomes.

In May we accept and process applications from youth ages 13-15 for the YES program. Recruitment is done through the Cedar Valley schools as well as other youth organization; such as the Boy's Girl's Club, Girl Scouts, local agencies/organizations and churches, etc. Interviews and orientation are completed during the first week of summer break and the program usually begins the following week for 6 weeks.

After the 6 weeks of summer work experience is completed we continue to provide academic and career development programs throughout the year. We encourage the Y.E.S. participants to stay engaged in the year around programs. Students are also encouraged to stay involved from age 13 until they age out at 16.

During the orientation process we partner with other non-profits agencies and organizations to provide the work experience locations and direct supervision. Each student receives their work assignment and pertinent information at orientation. Each student works 15 hours per week in addition to an additional 3 hours of instruction.

2b) Please be specific how the grant monies will be used in the overall project.

YES will give 40 youth age 13 – 15 job skills development while earning a stipend of $600 for the 6 week summer work experience. Of the $10,000 requested, $9,000 will be used to fund 40 students (volunteer) stipends. $ 1,000.00 will be used to promote YES and transportation cost.

3) What is the mission of your organization?

Faith Temple Baptist church functions as the Body of Christ, to respond to the needs of all people by promoting justice, equity, freedom, and wholeness through authentic service to transform and liberate the world through the gospel of Jesus Christ.

4) How long has you organization been in existence?

7 years

5) How many staff members and/or volunteers are involved in this organization?

4 staff; 15 to 20 volunteers and volunteer organizations

6) Please indicate all the categories that your projects supports?

Category 4: academic enhancement, arts and crafts, career development and employment training and volunteering.

7) Provide a detailed description of your project together with a statement of how your project fits into one or more of the above listed 4 category.

8) If your project has or will continue

This project is in its seventh year of existence and has helped to develop and enhanced the lives of over two hundred youth ages thirteen to fifteen. We plan to continue to develop and improve this program for many years to come.

9) Give an estimate of how you plan to measure the success of the project.

We measure the success of the program by the number of individual students who graduate high school; who go on to college or trade school; and/or who are gainfully employed beyond this program.

10) Describe specifically how the proposed project will be marketed.

The market the program through it continues success, media exposure an increased community organization support.

11) Please provide a detailed description of the budget. Please include information about additional funding sources, income and how the hotel/motel tax grant fits into the overall budget.

12) Please include in your submitted material: See attachments

- Tax exempt status
- W-9 form

13) We ask that you submit a single page final report detailing the results of your project on month after the completion of the project. If you do not submit your final report within a month after completion you will not be eligible for further funding.

- Were your intended goals for the project met? Please provide details.
- How were the funds spent? Be specific.

Budget Summary

Total Project Cost	$60,000.00
Additional Funding Sources	$35,000.00
In-Kind Services	$15,000.00
Hotel/Motel Tax Grant Request	$10,000.00

Please note: Additional Funding Sources, In kind Services and Hotel/Motel Tax Grant Request must equal Total Project Cost.

I have reviewed this Application for Hotel/Motel Grant Funds from the City of Waterloo. The information contained in this application plus any attachment(s) is accurate and complete to the best of my knowledge.

The Hotel/Motel Tax Grant Funds are to be used for the express purpose as stated in the Grant Application. I, the undersigned, fully understand that if this program/project does not transpire, Waterloo City Council's recommendation for funding will be withdrawn and my organization will be responsible for refunding any portion of funds already received.

Signature of Applicant

April 4, 2022
Date

Y.E.S 2022-2023 Budget

	Expenses	Hotel/Motel Grant [W'loo]	CUNA Mutual	Add'l funding sources	In-kind [FTBC]	Total budget
Youth Coordinator	6,000.00	-	4,300.00	1700		6,000.00
Youth Supervisors	16,200.00	3000.00	10,200	3,000		16,200.00
Youth Stipends	60,000.00	6000.00	32,000	22,000		60,000
Transportation	3000.00	500.00	2000.00	500.00		3000.00
Supplies [telecommunication, office & labor equipment]	3000.00		1500.00	1000	500.00	3000.00
Marketing/Promotional	1000.00	500.00			500.00	1000.00
Building Rental	5000.00				5000.00	5000.00
Africentric Celebration	500.00				500.00	500.00
Janitorial	500.00				500.00	500.00
	95,200	10,000	50,000	28,200	7000	95,200

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 01-09-2013

Employer Identification Number:
46-1727285

Form: SS-4

Number of this notice: CP 575 E

FAITH TEMPLE CHURCH ABCUSA
% FAITH TEMPLE CHURCH ABCUSA
415 WALNUT ST
WATERLOO, IA 50703

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-1727285. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, *Tax Exempt Status for Your Organization*, has details on the application process, as well as information on returns you may need to file. To apply for formal recognition of tax-exempt status, most organizations will need to complete either Form 1023, *Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code*, or Form 1024, *Application for Recognition of Exemption Under Section 501(a)*. Submit the completed form, all applicable attachments, and the required user fee to:

Internal Revenue Service
PO Box 12192
Covington, KY 41012-0192

The Pension Protection Act of 2006 contains numerous changes to the tax law provisions affecting tax-exempt organizations, including an annual electronic notification requirement (Form 990-N) for organizations not required to file an annual information return (Form 990 or Form 990-EZ). Additionally, if you are required to file an annual information return, you may be required to file it electronically. Please refer to the Charities & Non-Profits page at www.irs.gov for the most current information on your filing requirements and on provisions of the Pension Protection Act of 2006 that may affect you.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Belinda Creighton-Smith

2 Business name/disregarded entity name, if different from above
Faith Temple Church ABCUSA

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
325 East Park Ave

Requester's name and address (optional)

6 City, state, and ZIP code
Waterloo, Iowa 50703

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
46 - 1727285

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ Belinda Creighton-Smith | **Date** ▶ 5/22/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CITY OF WATERLOO
HOTEL / MOTEL TAX
COUNCIL DISCRETIONARY REVENUE

COUNCIL DISCRETIONARY REVENUE				Annual Awards
FY 1996	OVERAGE	540,600.95 - 500,000.00 = 40,600.95 x .50 = 20,300.47	20,300.47	
FY 1997	OVERAGE	577,784.25 - 500,000.00 = 77,784.25 X .50 = 38,892.13	38,892.13	
FY 1998	OVERAGE	618,616.00 - 500,000.00 = 118,616.00 X .50 = 59,308.00	59,308.00	
FY 1999	OVERAGE	643,399.03 - 500,000.00 = 143,399.03 X .50 = 71,212.51	71,212.51	
FY 2000	OVERAGE	698,005.93 - 500,000.00 = 198,005.93 X .50 = 99,002.97	99,002.97	
FY 2001	OVERAGE	751,044.68 - 500,000.00 = 251,044.68 X .50 = 125,522.34	125,522.34	
FY 2002	OVERAGE	668,079.02 - 500,000.00 = 168,079.02 X .50 = 84,039.51	84,039.51	
FY 2003	OVERAGE	707,338.05 - 500,000.00 = 207,338.05 X .50 = 103,669.02	103,669.02	
FY 2004	OVERAGE	704,352.53 - 643,046.78 = 61,305.76	61,305.75	
FY 2005	OVERAGE	723,848.16 - 656,693.71 = 67,154.45	67,154.45	
FY 2006		759,249.05 * 10% = 75,924.91	75,924.91	
FY 2007		808,840.48 * 10% = 80,884.05	80,884.05	
FY 2008		1,109,932.25 * 10% = 110,993.22	110,993.22	
FY 2009		1,317,960.56 * 10% = 131,796.06	131,796.06	
FY 2010		1,111,886,51 * 10% = 111,188.65	111,188.66	
FY 2011		1,186,086.37 * 10% = 118,608.64	118,608.64	
FY 2012		1,228,036.32 * 10% = 122,803.64	122,803.64	
FY 2013		1,231,187.86 * 10% = 123,118.79	123,118.79	
FY 2014		1,188,080.53 * 10% = 118,808.04	118,808.04	
FY 2015		1,204,319.76 * 10% = 120,431.97	120,431.97	
FY 2016		1,252,227.48 * 10% = 125,222.75	125,222.75	
FY 2017		1,289,869.28 * 10% = 128,986.93	128,986.93	
FY 2018		1,293,422.57 * 10% = 129,342.26	129,342.26	
FY 2019		1,344,859.60 * 10% = 134,485.96	134,485.96	
FY 2020		1,129,244.41 * 10% = 112,924.44	112,924.44	
FY 2021		837,172.00 * 10% = 83,717.20	83,717.20	
		TOTAL DISCRETIONARY REVENUE RECEIVED	2,559,644.67	
		EXPENDITURES OF DISCRETIONARY REVENUE		
# 25294	06/23/97	GROUT MUSEUM	12,500.00	
# 28475	01/02/97	FIREWORKS	3,000.00	15,500.00
# 30316	11/24/97	PASS STADIUM	25,000.00	
	06/15/98	WATERLOOS OF THE WORLD	13,695.00	38,695.00
# 49802	07/15/99	CINDY WELLS - BELGIUM	690.00	
# 49464	07/19/99	IOWA GOLF ASSOCIATION	15,000.00	
# 51580	07/19/99	FIREWORKS	5,000.00	
# 53154	10/29/99	MARKIN CONSULTANT - GREYHOUND TRACK RACE	2,500.00	
# 56369	02/11/00	MARKIN CONSULTANT - GREYHOUND TRACK RACE	11,500.00	
# 57178	03/06/00	THE SPORT'S MANAGEMENT GROUP	4,650.00	
# 60570	06/26/00	MAIN STREET - FIREWORKS	1,000.00	
RES # 789	FY 2000	VARIOUS CITY DEPARTMENTS (ARTS & CULTURAL)	137,409.72	
RES # 131	03/13/00	WATERLOO COMMUNITY PLAYHOUSE	7,000.00	
RES # 131	03/13/00	WATERLOO MUSEUM OF ARTS	2,000.00	
RES # 131	03/13/00	WATERLOO / CEDAR FALLS SYMPHONY	10,000.00	
RES # 131	03/13/00	HARTMAN RESERVE	5,000.00	201,749.72
RES # 2001-092	03/12/01	FESTIVAL OF IOWA FOLKLIFE	10,000.00	
RES # 2001-092	03/12/01	FIVE SULLIVANS CENTER (MAINTENANCE PERSON)	12,500.00	
RES # 2001-196	05/07/01	LOST ISLAND ADVENTURE PARK	19,159.07	
RES # 2001-294	06/11/01	WLOO JAYCEES/MAIN STREET - FIREWORKS	5,000.00	
RES # 2001-095	03/14/01	FIVE SULLIVANS CENTER (MAINTENANCE PERSON)	1,532.74	48,191.81
RES # 2001-357	07/09/01	FIVE SULLIVANS CENTER (MAINTENANCE PERSON)	5,343.31	
RES # 2001-370	07/16/01	MULTI-COMPONENT DOWNTOWN ART PROGRAM	37,000.00	
RES # 2001-388	07/23/01	MUNICIPAL BAND	20,000.00	
RES # 2001-454	08/20/01	REICHERT CELEBRATION HORSE SHOW	1,500.00	
RES # 2001-669	12/10/01	FIVE SULLIVANS CENTER (MAINTENANCE MAN)	1,054.74	
RES # 2002-010	01/07/02	DOWNTOWN LIGHTS THE NIGHT PARADE (MAIN ST)	5,000.00	
RES # 2002-173	03/28/02	IOWA OPEN	25,000.00	
RES # 2002-173	03/28/02	STREET FLAGS	5,000.00	
RES # 2002-173	03/28/02	METROPOLITAN TENNIS ASSOCIATION	5,000.00	
RES # 2002-173	03/28/02	WATERLOO MUNICIPAL BAND (FYE03 BUDGET)	20,000.00	124,898.05
RES # 2002-560	09/16/02	GROUT MUSEUM	20,000.00	
RES # 2002-560	09/16/02	WATERLOO COMMUNITY PLAYHOUSE	13,000.00	
RES # 2002-560	09/16/02	NATIONAL CATTLE CONGRESS	13,000.00	
RES # 2002-560	09/16/02	WATERLOO JAYCEES - DOWNTOWN FIREWORKS	3,000.00	
RES # 2002-560	09/16/02	WATERLOO JAYCEES - WATERLOO OPEN	10,000.00	59,000.00
RES # 2003-525	08/04/03	WATERLOO AIRPORT - TRAVEL LEAKAGE STUDY	3,500.00	
RES # 2003-252	04/14/03	WATERLOO MUNICIPAL BAND (FYE04 BUDGET)	21,000.00	
RES # 2003-252	04/14/03	GROUT MUSEUM	6,000.00	
RES # 2003-175	03/17/03	ADDL HOTEL/MOTEL TAX GRANT AWARDS (FYE04)	700.00	31,200.00
RES # 2003-716	10/20/03	AIRPORT JET SERVICE MARKETING CAMPAIGN	6,000.00	
RES # 2003-727	10/27/03	5 SULLIVAN BROTHERS GRAND RE-OPENING	3,177.57	
RES # 2004- 75	02/16/04	WATERLOO JAYCEES - 2004 DOWNTOWN FIREWORKS	3,000.00	
RES # 2004- 75	02/16/04	WATERLOO JAYCEES - 2004 WATERLOO OPEN	8,000.00	
RES # 2004- 75	02/16/04	WATERLOO YOUTH HOCKEY ASSOCIATION	0.00	
RES # 2004- 75	02/16/04	WATERLOO POLICE DEPARTMENT	10,000.00	
RES # 2004- 75	02/16/04	NATIONAL CATTLE CONGRESS	18,000.00	
RES # 2004- 75	02/16/04	WATERLOO COMMUNITY PLAYHOUSE	15,000.00	
RES # 2004- 75	02/16/04	FOLKLIFE FESTIVAL (CENTER FOR THE ARTS)	0.00	
RES # 2004- 75	02/16/04	REICHERT PLEASURE HORSE CELEBRATION	0.00	
RES # 2004-106	03/01/04	FYE04 RESERVE ALLOCATION	30,000.00	
RES # 2004-247	04/19/04	AIRPORT GRAND RE-OPENING - 2ND JET MKTG	5,000.00	
RES # 2004-345	05/24/04	150TH ANNIVERSARY CELEBRATION	257.91	
RES # 2004-106	03/01/04	FYE05 RESERVE ALLOCATION	30,000.00	128,435.48
RES # 2004-495	07/26/04	WATERLOO MUNICIPAL BAND (FYE05 BUDGET)	22,275.00	
RES # 2004-495	07/26/04	MAIN STREET - FLOWER WATERING	3,000.00	

CITY OF WATERLOO
HOTEL / MOTEL TAX
COUNCIL DISCRETIONARY REVENUE

COUNCIL DISCRETIONARY REVENUE				Annual Awards
RES # 2004-495	07/26/04	WATERLOO EXCHANGE CLUB - HEALING FIELDS	2,000.00	
RES # 2004-688	10/04/04	GROUT MUSEUM - MARKETING	4,400.00	
RES # 2005- 57	01/24/05	EXPO HIGH SCHOOL INTL LEARNING CONFERENCE	1,000.00	
RES # 2005-114	02/07/05	MIDWEST WORLD FEST ARTIST RESIDENCIES	5,000.00	37,675.00
RES # 2005-770	08/15/05	WATERLOO MUNICIPAL BAND (FYE06 BUDGET)	22,725.00	
RES # 2005-770	08/15/05	AIRPORT MARKETING	2,500.00	
RES # 2005-885	09/26/05	GROUT MUSEUM - MARKETING	8,000.00	
RES # 2006-181	03/06/06	DAN GABLE WRESTLING MUSEUM	0.00	33,225.00
RES # 2006-626	07/24/06	WATERLOO MUNICIPAL BAND (FYE07 BUDGET)	22,725.00	
RES # 2006-871	10/02/06	DAN GABLE WRESTLING MUSEUM	10,000.00	
RES # 2006-1059	12/04/06	WATERLOO POLICE DEPARTMENT	31,000.00	
RES # 2006-1059	12/04/06	WATERLOO CENTER FOR THE ARTS	17,000.00	
RES # 2007-0029	01/08/07	NWCA NATL DUALS WRESTLING MEET	3,000.00	
RES # 2007-0474	06/11/07	THE COURIER - AD WELCOMING ISLE	480.00	84,205.00
RES # 2007- 651	08/06/07	WATERLOO MUNICIPAL BAND (FYE08 BUDGET)	22,725.00	
RES # 2007- 716	08/20/07	WATERLOO POLICE DEPARTMENT	25,000.00	
RES # 2007- 716	08/20/07	WATERLOO SOFTBALL ASSOCATION	4,000.00	
RES # 2007- 716	08/20/07	WATERLOO EXCHANGE CLUB - HEALING FIELDS	3,000.00	
RES # 2008- 134	02/18/08	WATERLOO POLICE DEPARTMENT	16,200.00	70,925.00
RES # 2008- 613	07/14/08	MAIN STREET BBQ'LOO	8,000.00	
RES # 2008- 639	07/28/08	WATERLOO MUNICIPAL BAND (FYE09 BUDGET)	22,275.00	
RES # 2008- 843	09/22/08	EXPO BUSINESS PLAN	5,000.00	
RES # 2008- 843	09/22/08	WATERLOO ANEW MARKETING BROCHURE	9,930.42	
RES # 2008- 843	09/22/08	WLOO POLICE DEPT EVENT OVERTIME	30,684.00	
RES # 2008- 843	09/22/08	WAYFINDING DESIGN - VANDEWALLE	12,383.24	
RES # 2008- 843	09/22/08	PHELPS YOUTH PAVILION MARKETING	14,700.00	
RES # 2008- 843	09/22/08	DAN GABLE WRESTLING MUSEUM	4,000.00	
RES # 2008- 843	09/22/08	FIRE DEPT EVENT OVERTIME	3,000.00	
RES # 2008- 843	09/22/08	HAIRSTYLISTS FLOOD VICTIM FUNDRAISING EVENT	800.00	
RES # 2008- 843	09/22/08	GROUT MUSEUM FOR GRAND OPENING	7,000.00	
RES # 2008- 843	09/22/08	ELECTRIC PARK MARQUEE - CANCELLED	0.00	
RES # 2008- 843	09/22/08	CEDAR VALLEY SPORTS & ENTERTAINMENT	1,200.00	
RES # 2009- 295	04/06/09	GOLF ON MEDIA TV AD CAMPAIGN	7,200.00	
RES # 2009- 433	05/11/09	WESCO - START-UP CASH	20,000.00	146,172.66
RES # 2009- 658	07/06/09	FIRE DEPT IRISH FEST OVERTIME	2,000.00	
RES # 2009- 797	08/10/09	WATERLOO MUNICIPAL BAND (FYE2010)	22,275.00	
RES # 2009- 843	08/24/09	NATIONAL CATTLE CONGRESS-ID READERS	2,385.00	
RES # 2009- 1233	12/21/09	YOUTH PAVILION MARKETING	25,091.00	
RES # 2010- 091	02/15/10	CEDAR VALLEY TECHWORKS - AGRI-TECH	5,000.00	
RES # 2010- 323	05/03/10	WLOO POLICE DEPT EVENT OVERTIME	30,000.00	
RES # 2010- 323	05/03/10	WATERLOO MUNICIPAL BAND (FYE11 BUDGET)	20,000.00	
RES # 2010- 323	05/03/10	GOLF TV ADVERTISING CAMPAIGN (FYE11 BUDGET)	5,000.00	
RES # 2010- 323	05/03/10	LOU HENRY HOOVER SCULPTURE GARDEN	15,000.00	
RES # 2010- 323	05/03/10	UNITED SISTERS OF BHC	6,000.00	
RES # 2010- 323	05/03/10	FRIENDS OF NATIONAL CATTLE CONGRESS	5,000.00	
RES # 2010- 323	05/03/10	WATERLOO COMMUNITY PLAYHOUSE	688.23	
RES # 2010- 323	05/03/10	GROUT MUSEUM	10,000.00	148,439.23
RES # 2010- 649	07/26/10	WATERLOO FIRE RESCUE	5,000.00	
RES # 2010- 683	08/02/10	MAIN STREET (on behalf of Public Market)	5,000.00	
RES # 2010- 940	10/18/10	CV SPORTS & ENTERTAINMENT COMMISSION	2,000.00	
RES # 2010- 940	10/18/10	AIRPORT MARKETING	4,800.00	
RES # 2010- 997	11/08/10	GROUT MUSEUM	8,000.00	
RES # 2011- 247	04/04/11	WATERLOO COMMUNITY PLAYHOUSE	1,736.38	
RES # 2011- 247	04/04/11	UNITED SISTERS OF BHC	5,000.00	
RES # 2011- 247	04/04/11	KIWANIS CLUB - AIR SHOW	10,000.00	
RES # 2011- 247	04/04/11	WATERLOO HOMECOMING ASSOCIATION	6,000.00	
RES # 2011- 248	04/04/11	WATERLOO MUNICIPAL BAND (FYE12 BUDGET)	21,023.40	
RES # 2011- 428	05/16/11	WATERLOO COMMUNITY PLAYHOUSE	1,000.00	
RES # 2011- 428	05/16/11	KOINONIA MINISTRIES YOUTH SUMMIT 2011	4,000.00	
RES # 2011- 428	05/16/11	WATERLOO CULTURAL & ARTS BAHAMAS EXHIBIT/CON	5,500.00	
RES # 2011- 428	05/16/11	WATERLOO POLICE DEPT EVENT OVERTIME	10,000.00	89,059.78
RES # 2011- 990	10/10/11	WATERLOO CULTURAL & ARTS MARKETING	10,000.00	
RES # 2011- 990	10/10/11	WATERLOO LEISURE SERVICES GOLF MARKETING	5,400.00	
RES # 2011- 990	10/10/11	AIRPORT MARKETING	7,000.00	
RES # 2011- 1075	11/14/11	PUBLIC MARKET GRANT TRANSFER TO LEISURE	5,000.00	
RES # 2012- 142	11/14/11	WATERLOO EXPO SERVICES CORP	15,000.00	
RES # 2012- 473	02/13/12	C&A - AMPHITHEATER MARKETING (TRANSFER to RAI)	30,000.00	
RES # 2012- 142	02/13/12	LEISURE SERVICES - SPORTSPLEX MARKETING	10,000.00	
RES # 2012- 142	02/13/12	POLICE - EVENT OVERTIME	20,000.00	
RES # 2012- 143	02/13/12	WATERLOO MUNICIPAL BAND (FYE13 BUDGET)	20,000.00	
RES # 2012- 545	06/04/12	NORTH END ARTS & MUSIC FEST	5,000.00	
RES # 2012- 545	06/04/12	ASPIRE THERAPEUTIC RIDING PROGRAM	4,000.00	131,400.00
RES # 2012- 871	08/27/12	PURCHASE DUNSMOOR HOUSE	35,279.00	
RES # 2013- 199	03/18/13	GROUT MUSEUM DISTRICT	500.00	
RES # 2013- 199	03/18/13	WATERLOO MUNICIPAL BAND (FYE2014 BUDGET)	20,000.00	
RES # 2013- 199	03/18/13	CEDAR VALLEY SPORTS & ENTERTAINMENT COMM	2,000.00	
RES # 2013- 199	03/18/13	WATERLOO HOMECOMING ASSOCIATION	8,000.00	
RES # 2013- 199	03/18/13	NORTH END CULTURAL CENTER	5,000.00	
RES # 2013- 199	03/18/13	LEISURE SERVICES - GOLF ADVERTISING	6,000.00	
RES # 2013- 462	06/03/13	ASPIRE THERAPEUTIC RIDING PROGRAM	6,500.00	
RES # 2013- 462	06/03/13	POLICE - FY13 EVENT OVERTIME	25,000.00	108,279.00
RES # 2013- 734	09/03/13	SPECK WALKABLE COMMUNITIES EVENT	2,666.00	
RES # 2013- 877	10/28/13	MAIN STREET WATERLOO	6,000.00	
RES # 2013- 877	10/28/13	SOCIAL ACTION, INC.	10,000.00	
RES # 2013- 877	10/28/13	POLICE - FY14 EVENT OVERTIME	25,000.00	
RES # 2014- 177	03/10/14	KIWANIS CLUB OF WATERLOO - AIR SHOW	15,000.00	
RES # 2014- 177	03/10/14	NORTH END CULTURAL CENTER	5,000.00	

CITY OF WATERLOO
HOTEL / MOTEL TAX
COUNCIL DISCRETIONARY REVENUE

COUNCIL DISCRETIONARY REVENUE				Annual Awards
RES # 2014- 301	04/28/14	WATERLOO MUNICIPAL BAND (FYE2015 BUDGET)	20,000.00	
RES # 2014- 301	04/28/14	ASPIRE THERAPEUTIC RIDING PROGRAM	7,000.00	
RES # 2014- 301	04/28/14	LEISURE SERVICES - GOLF ADVERTISING	9,000.00	
RES # 2014- 301	04/28/14	GROUT MUSEUM DISTRICT - TOUR OF MY TOWN	0.00	99,666.00
RES # 2014- 725	08/18/14	CEDAR VALLEY SPORTSPLEX MARKETING	10,000.00	
RES # 2014- 815	09/15/14	POLICE - FY15 EVENT OVERTIME	25,000.00	
RES # 2014- 815	09/15/14	YWCA WEEK WITHOUT VIOLENCE	1,000.00	
RES # 2015- 239	04/06/15	WATERLOO HOMECOMING ASSOCIATION	10,000.00	
RES # 2015- 239	04/06/15	LEISURE SERVICES - GOLF ADVERTISING	9,000.00	
RES # 2015- 239	04/06/15	NORTH END CULTURAL CENTER	5,000.00	
RES # 2015- 239	04/06/15	SOCIAL ACTION, INC.	10,000.00	
RES # 2015- 239	04/06/15	WATERLOO MUNICIPAL BAND (FYE2016 BUDGET)	20,000.00	
RES # 2015- 239	04/06/15	RIVERLOOP ASSOCIATION, INC.	10,500.00	
RES # 2015- 531	06/29/15	GROUT MUSEUM - VIETNAM VETS EXHIBIT	10,000.00	110,500.00
RES # 2015- 583	07/20/15	CEDAR VALLEY SPORTSPLEX MARKETING	10,000.00	
RES # 2015- 583	07/20/15	ASPIRE THERAPEUTIC RIDING PROGRAM	7,000.00	
RES # 2015- 790	09/28/15	LEISURE SERVICES - RIVERFRONT STADIUM VIDEO BOA	10,000.00	
RES # 2015- 790	09/28/15	POLICE - FYE16 EVENT OVERTIME	41,000.00	
RES # 2016- 91	02/01/16	MAIN STREET	10,000.00	
RES # 2016- 91	02/01/16	WATERLOO MUNICIPAL BAND (FYE2017 BUDGET)	20,000.00	
RES # 2016- 313	04/25/16	NORTH END ARTS & MUSIC FEST	2,323.80	
RES # 2016- 313	04/25/16	LEISURE SERVICES - GOLF ADVERTISING	9,000.00	
RES # 2016- 313	04/25/16	RIVERLOOP ASSOCIATION, INC.	17,400.00	
RES # 2016- 313	04/25/16	JESSE COSBY CENTER YOUTH EMPLOYMENT PROG	5,000.00	131,723.80
RES # 2016- 661	08/15/16	ASPIRE THERAPEUTIC RIDING PROGRAM	7,500.00	
RES # 2016- 661	08/15/16	CEDAR VALLEY SPORTSPLEX MARKETING FY17	11,000.00	
RES # 2016- 661	08/15/16	UNION BAPTIST CRUSADERS DRILL TEAM	5,000.00	
RES # 2016- 962	12/12/16	FRIENDS OF HARTMAN RESERVE	20,000.00	
RES # 2017- 317	04/24/17	BOSNIAN CULTURAL FOUNDATION	10,000.00	
RES # 2017- 317	04/24/17	WATERLOO HOMECOMING ASSOCIATION	10,000.00	
RES # 2017- 317	04/24/17	MAIN STREET WATERLOO	10,000.00	
RES # 2017- 317	04/24/17	LEISURE SERVICES - GOLF ADVERTISING	10,000.00	
RES # 2017- 317	04/24/17	NORTH END CULTURAL CENTER	5,000.00	
RES # 2017- 317	04/24/17	ASPIRE THERAPEUTIC RIDING PROGRAM	8,000.00	
RES # 2017- 317	04/24/17	WATERLOO POLICE DEPT EVENT OVERTIME	30,000.00	126,500.00
RES # 2017- 774	09/18/17	WATERLOO MUNICIPAL BAND (FYE2018 BUDGET)	20,000.00	
RES # 2017- 774	09/18/17	CEDAR VALLEY SPORTSPLEX MARKETING FY18	11,250.00	
RES # 2017- 865	10/16/17	LEISURE SERVICES EVENT SHUTTLE	11,200.00	
RES # 2018- 349	05/21/18	NORTH END CULTURAL CENTER	5,000.00	
RES # 2018- 349	05/21/18	JESSE COSBY CENTER YOUTH EMPLOYMENT PROG	6,000.00	
RES # 2018- 349	05/21/18	WATERLOO POLICE DEPT EVENT OVERTIME	30,000.00	
RES # 2018- 349	05/21/18	LEISURE SERVICES - GOLF ADVERTISING	15,937.00	
RES # 2018- 349	05/21/18	LEISURE SERVICES EVENT SHUTTLE	3,375.00	
RES # 2018- 349	05/21/18	ASPIRE THERAPEUTIC RIDING PROGRAM	8,000.00	
RES # 2018- 349	05/21/18	WATERLOO MUNICIPAL BAND (FYE2019 BUDGET)	21,000.00	131,762.00
RES # 2018- 569	07/30/18	WATERLOO CENTER FOR THE ARTS - GRAPHIC DESIGN	24,128.00	
RES # 2018- 664	09/04/18	CEDAR VALLEY SPORTSPLEX MARKETING FY19	11,580.00	
RES # 2018- 664	09/04/18	LEISURE SERVICES YOUNG ARENA EVENT SHUTTLE	12,390.00	
		PRIOR AMOUNTS AWARDED NOT USED - REALLOCATEI	36,000.00	
RES # 2019- 458	06/17/19	WATERLOO HOMECOMING ASSOCIATION	8,500.00	
RES # 2019- 458	06/17/19	LEISURE SERVICES - GOLF ADVERTISING	12,000.00	
RES # 2019- 458	06/17/19	WATERLOO CENTER FOR THE ARTS - GRAPHIC DESIGN	23,718.00	
RES # 2019- 458	06/17/19	JESSE COSBY CENTER YOUTH EMPLOYMENT PROG	8,500.00	
RES # 2019- 458	06/17/19	WATERLOO POLICE DEPT EVENT OVERTIME	30,000.00	
RES # 2019- 458	06/17/19	WATERLOO MEMORIAL HALL	2,000.00	
RES # 2019- 458	06/17/19	NORTH END CULTURAL CENTER	4,500.00	
RES # 2019- 458	06/17/19	CEDAR VALLEY SPORTSPLEX MARKETING FY20	10,000.00	
RES # 2019- 458	06/17/19	WATERLOO MUNICIPAL BAND (FYE2020 BUDGET)	20,000.00	131,316.00
RES # 2019- 855	11/12/19	MAIN STREET WATERLOO	10,000.00	
RES # 2021- 016	01/19/21	WATERLOO MUNICIPAL BAND (FYE2021 BUDGET)	13,619.00	
RES # 2021- 016	01/19/21	LEISURE SERVICES YOUNG ARENA EVENT SHUTTLE	4,485.00	
RES # 2021- 016	01/19/21	CEDAR VALLEY SPORTSPLEX MARKETING FY21	6,250.00	
RES # 2021- 504	07/19/21	WATERLOO MUNICIPAL BAND (FYE2022 BUDGET)	20,000.00	
RES # 2021- 504	07/19/21	NORTH END ARTS & MUSIC FEST	5,000.00	
RES # 2021- 504	07/19/21	WATERLOO CONVENTION CENTER MARKETING PROJ	8,500.00	
RES # 2021- 667	10/04/21	RIVERLOOP ASSOCIATION, INC.	15,000.00	
RES # 2021- 667	10/04/21	LEISURE SERVICES - GOLF ADVERTISING	10,000.00	
RES # 2021- 667	10/04/21	CEDAR VALLEY SPORTSPLEX MARKETING FY22	10,000.00	
RES # 2021- 667	10/04/21	LEISURE SERVICES YOUNG ARENA EVENT SHUTTLE	15,768.00	
RES # 2021- 667	10/04/21	WATERLOO POLICE DEPT EVENT OVERTIME	30,000.00	
		TOTAL EXPENDITURES	2,377,140.53	2,228,518.53
BALANCE COUNCIL DISCRETIONARY REVENUE			182,504.14	

CITY OF WATERLOO

Council Communication

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 $5,685,000.00 General Obligation Bonds, Series 2022B.

City Council Meeting: 6/6/2022
Prepared: 5/24/2022

ATTACHMENTS:

	Description	Type
🗋	Registrar's Agmt 2022B	Backup Material

SUBJECT:	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 $5,685,000.00 General Obligation Bonds, Series 2022B.
Submitted by:	Submitted By: Michelle, Weidner, Chief Financial Officer
Summary Statement:	UMB Bank, N.A. will disburse the semi-annual interest and annual principal payments to the bondholders over the term of the bonds.

PAYING AGENT; BOND REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS AGREEMENT is made and entered into on June 21, 2022 by and between the City of Waterloo hereinafter called "ISSUER", and UMB Bank, N.A., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as $5,685,000 General Obligation Bonds, Series 2022B, dated June 21, 2022 hereinafter called the "Bonds"; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar, transfer and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar, transfer and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar, transfer and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.

2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:

(a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;

(b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;

(c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

(d) Unless Paragraph 20 hereof is applicable and if requested in writing by AGENT, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and

maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds, delivery of notices, and for all other purposes shall be subject to the provisions of the Bond Document. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. In the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge legally required to be withheld for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have

been lost, destroyed, stolen or otherwise wrongfully taken, but may first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the ISSUER of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final maturity of the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. The records maintained by AGENT in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7(17), Code of Iowa. AGENT agrees that its use of the records will be limited to the purposes of this Agreement and that AGENT will make no private use or permit any private access thereto without the prior written consent of the ISSUER, which shall not be unreasonably withheld.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the ISSUER shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar, and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the ISSUER and AGENT in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees. AGENT shall use commercially reasonable efforts to provide notice to the Issuer prior to performing extraordinary services or incurring such costs and expenses; provided,

however, that AGENT's right to compensation hereunder shall not be affected by any failure to provide such prior notice.

18. The AGENT may resign, or be removed by the ISSUER upon a date which, unless otherwise waived by the other party, is (a) at least thirty days after the receipt of written notice to the other and (b) in the case such notice is given by the AGENT, at least fifteen days prior to the next succeeding principal or interest payment date. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate, but AGENT shall not be discharged from any liability for actions taken as AGENT under this Agreement prior to such resignation or removal. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the ISSUER within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with nationally recognized legal counsel in accordance with its internal policies and procedures, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

(a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.

(b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.

(c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.

(d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then

the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall not be liable for any error in judgment in fulfilling its obligations under this Agreement or the Bond Document that is made in good faith by an officer or employee of the AGENT unless it shall be determined by a court of competent jurisdiction that the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. The Bond Document and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Bond Document. In the event of inconsistent language between the Bond Document and this Agreement, the terms of the Bond Document shall prevail.

24. AGENT shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer and payment of registered bonds including without limitation Chapters 76, 384, 403, and Section 554.8101 et seq. Code of Iowa and standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986.

25. In the event any payment check representing payment of interest or principal on the Bonds is returned to the AGENT or is not presented for payment, or if any Bond is not presented for payment of principal or premium, if any, at the maturity or redemption date, if

funds sufficient to pay such interest on Bonds shall have been made available to the AGENT for the benefit of the owner thereof, all liability of the ISSUER to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the AGENT to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Agreement or on, or with respect to, such interest or Bonds. The AGENT'S obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the AGENT, shall surrender any remaining funds so held to the ISSUER, whereupon any claim under this Agreement by the Bond owners of such interest or Bonds of whatever nature shall be made upon the ISSUER.

26. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

27. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If AGENT consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including this Agreement) to another corporation which is a transfer agent properly registered with and in compliance with the rules of the Securities and Exchange Commission, AGENT shall provide written notice to ISSUER of such event at least sixty (60) days prior to its becoming effective, and the successor corporation without any further act shall be the successor AGENT. Except as provided in this section this Agreement may not be assigned by any party without the written consent of the other party.

28. All notices, demands, and requests required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by telecopy and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:
UMB Bank, N.A.
Attn: Corporate Trust & Escrow Services
7155 Lake Drive, Suite 120
West Des Moines, Iowa 50266

If to ISSUER:
City of Waterloo
Kelley Felchle
City Clerk
715 Mulberry
Waterloo, Iowa 50703

29. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

30. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

31. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the ISSUER and the AGENT, the AGENT shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the ISSUER and the AGENT. The AGENT shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands and seals as of this _____ day of _____, 2022.

CITY OF WATERLOO,
STATE OF IOWA, ISSUER

By: _____
Quentin Hart, Mayor

ATTEST:

By: _____
Kelley Felchle, City Clerk

UMB BANK N.A., as PAYING AGENT/REGISTRAR

By: _____

_____
(Title)

ATTEST:

By: _____

_____
(Title)

EXHIBIT A

Paying Agent/Registrar's Fee

02055204-1\11310-149

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/6/2022
Prepared: 5/24/2022

ATTACHMENTS:

	Description	Type
	Ahlers Letter of Explanation	Backup Material
	Combined Continuing Disclosure Certificate 2022B 2022C	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
	These resolutions are necessary to complete the issuance of the bonds that were sold May 18, 2022.
Summary Statement:	The Continuing Disclosure Certificate requires the City to provide annual financial information to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System (EMMA) if certain events occur.
Neighborhood Impact:	This bond issue was sold at a taxable interest rate of 4.1040% over a 15-year term. The Aa2 rating by Moody's Investment Services was also maintained.

AHLERS COONEY
ATTORNEYS

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Kristin B. Cooper
515.246.0330
kcooper@ahlerslaw.com

May 24, 2022

VIA E-MAIL

Kelley Felchle
City Clerk
715 Mulberry
Waterloo, Iowa 50703

Re: Waterloo, Iowa - $5,685,000 General Obligation Bonds, Series 2022B

Dear Kelley:

Included with this letter are documents to complete Council action in connection with the authorization for the issuance of the above Bonds. Please return an executed copy of all proceedings and related documents.

1. The Council procedure consists of the following:

(a) Resolution Appointing Registrar and Paying Agent. This resolution appoints UMB Bank, N.A. to serve as Registrar and Paying Agent.

(b) Resolution authorizing the issuance of the Bonds. The resolution incorporates by reference the form of the Tax Exemption Certificate and the Continuing Disclosure Certificate.

There are blank spaces appearing in the form of Bond set out in the resolution. These need not be completed but may be left blank as a guide since different amounts, dates and percents will be inserted within the blank spaces.

The resolution must be adopted by an affirmative vote equal to a majority of the full Council membership.

(c) Tax Exemption Certificate. The Tax Exemption Certificate sets out in detail a number of facts, promises and obligations which must be met and agreed to by the City in order to maintain these Bonds as tax exempt.

(d) Continuing Disclosure Certificate. The form of Continuing Disclosure Certificate, which is described in detail below, is included for approval by the Council under the Resolution authorizing issuance.

2. Closing Certificates and Documents:

(a) Delivery Certificate. This certificate also should be signed, BUT NOT DATED. Please complete and confirm the financial data on page 2, execute and return one executed copy to us.

(b) Transcript Certificate. This certificate is to be executed and sealed in the manner indicated on the second page and may be dated at the time of completion. A notary attestation for all official signatures is required.

(c) Authentication Order.

(d) County Auditor's Certificate. A true copy of the authorizing resolution as adopted is to be certified and filed with the Auditor of Black Hawk County. The Auditor is asked to certify to such filing. Please file one copy with the Auditor and return a fully executed copy to my attention prior to closing.

(e) Form 8038-G -- Information Return for Tax Exempt Governmental Obligations. Please review and if correct, sign, BUT DO NOT DATE, and return the form to us prior to closing. We will file this with the IRS and provide a copy after closing.

(f) Paying Agent; Note Registrar and Transfer Agent Agreement. Please execute and return one copy to us. We will obtain signatures from UMB Bank, N.A. and a fully executed copy will be provided to you after closing.

Tax Exemption

The Tax Exemption Certificate is an important document and contains important information concerning the calculated yield on the Bonds and a number of covenants and obligations on the part of the City. This certificate should be retained along with all of your records regarding the use of proceeds, expenditure dates and investment information needed to comply with IRS guidelines. I will not attempt to summarize all of the matters which are included in this certificate but I do want to point out some important ones.

Tax exemption is based in part upon the fact that the use of the facilities to be acquired by the City with the proceeds will be for the benefit of the public and will not be used in the private trade or business of any business or non-tax-exempt entity. The properties acquired with the Bond proceeds must not be sold or diverted to any private or nonpublic use unless the significance of that action is reviewed by bond counsel.

The Tax Exemption Certificate sets forth the best knowledge and belief which you have as of today concerning the timely expenditure of the proceeds as the City reasonably expects expenditures to occur. If for any reason the City finds it will be prevented from expending the Bond proceeds fully within three years, that matter should be referred to us.

These Bonds are issued under the expectation that the City will be exempt from the requirement to rebate arbitrage earnings to the United States Government since you intend to spend the proceeds of the Bonds for construction purposes within two (2) years of issuance and meet the other requirements of the two-year expenditure exemption from the rebate provisions.

These Bonds are also issued under the expectation that the City will be exempt from the requirement to rebate arbitrage earnings to the United States Government since you intend to spend the proceeds of the Bonds within 18 months of issuance in accordance with the schedule described in Section 3.3 of the Tax Exemption Certificate.

Also, these Bonds are designated as qualified tax-exempt obligations, making them desirable for certain banks as investments and making possible a more favorable interest rate. For this designation to be proper, it is necessary that the City reasonably expects to issue $10,000,000 or less of Bonds or other obligations in the course of this calendar year. If that amount should be exceeded, it would be necessary to review the situation immediately.

There are a number of other general promises and commitments by the City to take or refrain from action, which are necessary to maintain the tax exemption of these Bonds. You should recognize that these promises and commitments are required of the City on an ongoing basis and that the possibility of some additional future action does exist.

Continuing Disclosure Certificate

Securities and Exchange Commission Rule 15c2-12, prohibits underwriting and recommendation to the public of the purchase of municipal securities for which adequate secondary market information is not available. The rules apply generally to any municipal offering over $1,000,000. The City therefore has an obligation to provide continuing disclosure to the marketplace while the Bonds are outstanding. The applicable covenants and duties of the City are outlined in the Continuing Disclosure Certificate.

The Continuing Disclosure Certificate requires the City to provide annual financial information and operating data to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system ("EMMA") so long as the Bonds are outstanding, and also to provide notice to EMMA if certain events occur. This information and data must be sent in "searchable PDF" form. You should ensure that your audit and operating data will be available in that format so you may comply. The events which must be reported are detailed in the certificate, but other events which would be of concern to the rating agencies or Bond holders also should be considered for disclosure under the anti-fraud provisions of the federal securities laws.

These disclosure requirements are ongoing and it will be important to designate an appropriate contact person who will have a primary responsibility for preparing and

coordinating the filing of the annual financial information, operating data and any event notices.

The penalties for violation of the rule fall ultimately on the issuer of the Bonds, because underwriters may be precluded from agreeing to underwrite or bid on Bonds of issuers who have not complied with their disclosure obligations. Failure to comply therefore may result in fewer bids and ultimately no bids or the inability to secure an underwriter for an issue.

Closing Matters.

As you know, closing of this issue is scheduled to occur on or about June 21, 2022. At the time of closing, copies of the above items will be delivered to the Purchaser of the Bonds in exchange for the agreed purchase price. Our legal opinion also will be delivered to the Purchaser at that time.

Should you have any questions, or if we can be of any assistance in completing the enclosed items, please don't hesitate to contact me.

Very truly yours,

Ahlers & Cooney, P.C.



Kristin Billingsley Cooper
FOR THE FIRM

KBC:seb
Enclosures

cc: LeAnn Even, Deputy City Clerk, City of Waterloo (via email w/ encl.)
Michelle Weidner, Chief Financial Officer, City of Waterloo (via email w/ encl.)
Nancy Higby, Administrative Secretary, City of Waterloo (via email w/encl.)
Maggie Burger/Charlotte Nielsen, Speer Financial (via email w/encl.)

02054768-1\11310-149

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Waterloo, State of Iowa (the "Issuer"), in connection with the issuance of $5,685,000 General Obligation Bonds, Series 2022B and $4,315,000 Taxable General Obligation Bonds, Series 2022C (the "Bonds") dated June 21, 2022. The Bonds are being issued pursuant to a Resolution of the Issuer approved on June 6, 2022 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate; Interpretation. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Bonds, dated May 18, 2022.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Section 3. Provision of Annual Financial Information.

a) The Issuer shall, or shall cause the Dissemination Agent to, not later than two hundred seventy (270) days after the end of the Issuer's fiscal year (presently June 30th), commencing with information for the 2021/2022 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

b) If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the forms attached as Exhibit A-1 and A-2.

c) The Dissemination Agent shall:

i. each year file Annual Financial Information with the National Repository; and

ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Section 4. Content of Annual Financial Information. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

a) The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

b) A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the caption "Socioeconomic Information - Retail Sales", "Local Option Sales Tax", "Property Tax Information", "Debt Information", and "Financial Information." Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

i. Principal and interest payment delinquencies;

ii. Non-payment related defaults, if material;

iii. Unscheduled draws on debt service reserves reflecting financial difficulties;

iv. Unscheduled draws on credit enhancements relating to the Bonds reflecting financial difficulties;

v. Substitution of credit or liquidity providers, or their failure to perform;

vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Bonds, or material events affecting the tax-exempt status of the Bonds;

vii. Modifications to rights of Holders of the Bonds, if material;

viii. Bond calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

ix. Defeasances of the Bonds;

x. Release, substitution, or sale of property securing repayment of the Bonds, if material;

xi. Rating changes on the Bonds;

xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;

xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

xvi. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

b) Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

c) If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and

would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business Days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Bonds shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements,

(i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. Rescission Rights. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the

right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.

Date: _____ day of _____, 2022.

CITY OF WATERLOO, STATE OF IOWA

By: _____
Quentin M. Hart, Mayor

ATTEST:

By: _____
Kelley Felchle, City Clerk

EXHIBIT A-1

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Waterloo, Iowa.

Name of Bond Issue: $5,685,000 General Obligation Bonds, Series 2022B

Dated Date of Issue: June 21, 2022

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Bonds. The Issuer anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20___.

CITY OF WATERLOO, STATE OF IOWA

By: _____
Its: _____

EXHIBIT A-2

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Waterloo, Iowa.

Name of Bond Issue: $4,315,000 Taxable General Obligation Bonds, Series 2022C

Dated Date of Issue: June 21, 2022

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Bonds. The Issuer anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20___.

CITY OF WATERLOO, STATE OF IOWA

By: _____
Its: _____

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CITY OF WATERLOO

Council Communication

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 $5,685,000.00 General Obligation Bonds, Series 2022B, and authorizing the Mayor and City Clerk to execute said documents.

City Council Meeting: 6/6/2022
Prepared: 5/24/2022

ATTACHMENTS:

	Description	Type
	Ahlers Letter of Explanation	Backup Material
	2022B Tax Exemption Certificate	Backup Material
	Combined Continuing Disclosure Certificate 2022B 2022C	Backup Material

SUBJECT:	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 $5,685,000.00 General Obligation Bonds, Series 2022B, and authorizing the Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Summary Statement:	These resolutions are necessary to complete the issuance of the bonds that were sold May 18, 2022. The Tax Exemption Certificate sets out in detail a number of facts, promises and obligations which must be met and agreed to by the City in order to maintain the tax-exempt status of the Bonds. One important item is that the tax exemption is based in part upon the fact that the use of the facilities to be acquired by the City with the proceeds will be for the benefit of the public and will not be used in the private trade of business of any business or non-tax-exempt entity. The properties acquired with the Bond proceeds must not be sold or diverted to any private or nonpublic use unless the significance of that action is reviewed by bond counsel. There are other conditions that are outlined in the Certificate as well. The Continuing Disclosure Certificate requires the City to provide annual financial information to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System (EMMA) if certain events occur.
Neighborhood Impact:	This bond issue was sold at a tax-exempt interest rate of 3.2675% over a 15-year term. The Aa2 rating by Moody's Investment Services was also maintained.

AHLERS COONEY
ATTORNEYS

Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com

Kristin B. Cooper
515.246.0330
kcooper@ahlerslaw.com

May 24, 2022

VIA E-MAIL

Kelley Felchle
City Clerk
715 Mulberry
Waterloo, Iowa 50703

Re: Waterloo, Iowa - $5,685,000 General Obligation Bonds, Series 2022B

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The resolution must be adopted by an affirmative vote equal to a majority of the full Council membership.

(c) Tax Exemption Certificate. The Tax Exemption Certificate sets out in detail a number of facts, promises and obligations which must be met and agreed to by the City in order to maintain these Bonds as tax exempt.

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The penalties for violation of the rule fall ultimately on the issuer of the Bonds, because underwriters may be precluded from agreeing to underwrite or bid on Bonds of issuers who have not complied with their disclosure obligations. Failure to comply therefore may result in fewer bids and ultimately no bids or the inability to secure an underwriter for an issue.

Closing Matters.

As you know, closing of this issue is scheduled to occur on or about June 21, 2022. At the time of closing, copies of the above items will be delivered to the Purchaser of the Bonds in exchange for the agreed purchase price. Our legal opinion also will be delivered to the Purchaser at that time.

Should you have any questions, or if we can be of any assistance in completing the enclosed items, please don't hesitate to contact me.

Very truly yours,

Ahlers & Cooney, P.C.



Kristin Billingsley Cooper
FOR THE FIRM

KBC:seb
Enclosures

cc: LeAnn Even, Deputy City Clerk, City of Waterloo (via email w/ encl.)
Michelle Weidner, Chief Financial Officer, City of Waterloo (via email w/ encl.)
Nancy Higby, Administrative Secretary, City of Waterloo (via email w/encl.)
Maggie Burger/Charlotte Nielsen, Speer Financial (via email w/encl.)

02054768-1\11310-149

TAX EXEMPTION CERTIFICATE

of

CITY OF WATERLOO, COUNTY OF BLACK HAWK, STATE OF IOWA, ISSUER

$5,685,000 General Obligation Bonds, Series 2022B

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

TABLE OF CONTENTS

This Table of Contents is not a part of this Tax Exemption Certificate and is provided only for convenience of reference.

INTRODUCTION ..... - 1 -
ARTICLE I DEFINITIONS ..... - 1 -
ARTICLE II SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS ..... - 5 -
Section 2.1 Authority to Certify and Expectations ..... - 5 -
Section 2.2 Receipts and Expenditures of Sale Proceeds ..... - 7 -
Section 2.3 Purpose of Bonds ..... - 7 -
Section 2.4 Facts Supporting Tax-Exemption Classification ..... - 8 -
Section 2.5 Facts Supporting Temporary Periods for Proceeds ..... - 8 -
Section 2.6 Resolution Funds at Restricted or Unrestricted Yield ..... - 9 -
Section 2.7 Pertaining to Yields ..... - 10 -
ARTICLE III REBATE ..... - 10 -
Section 3.1 Records ..... - 10 -
Section 3.2 Rebate Fund ..... - 10 -
Section 3.3 Exceptions to Rebate ..... - 11 -
Section 3.4 Calculation of Rebate Amount ..... - 12 -
Section 3.5 Rebate Requirements and the Bond Fund ..... - 12 -
Section 3.6 Investment of the Rebate Fund ..... - 12 -
Section 3.7 Payment to the United States ..... - 13 -
Section 3.8 Records ..... - 13 -
Section 3.9 Additional Payments ..... - 14 -
ARTICLE IV INVESTMENT RESTRICTIONS ..... - 14 -
Section 4.1 Avoidance of Prohibited Payments ..... - 14 -
Section 4.2 Market Price Requirement ..... - 14 -
Section 4.3 Investment in Certificates of Deposit ..... - 14 -
Section 4.4 Investment Pursuant to Investment Contracts and Agreements ..... - 15 -
Section 4.5 Records ..... - 17 -
Section 4.6 Investments to be Legal ..... - 17 -
ARTICLE V GENERAL COVENANTS ..... - 17 -
ARTICLE VI AMENDMENTS AND ADDITIONAL AGREEMENTS ..... - 17 -
Section 6.1 Opinion of Bond Counsel; Amendments ..... - 17 -
Section 6.2 Additional Covenants, Agreements ..... - 18 -
Section 6.3 Internal Revenue Service Audits ..... - 18 -
Section 6.4 Amendments ..... - 18 -
ARTICLE VII QUALIFIED TAX EXEMPT OBLIGATIONS ..... - 18 -
EXHIBIT A ISSUE PRICE CERTIFICATE 20
EXHIBIT B MUNICIPAL ADVISOR'S CERTIFICATE 24

TAX EXEMPTION CERTIFICATE

CITY OF WATERLOO, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on June 21, 2022, by the City of Waterloo, County of Black Hawk, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its $5,685,000 General Obligation Bonds, Series 2022B (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.

- "Bonds" means the $5,685,000 aggregate principal amount of General Obligation Bonds, Series 2022B, of the Issuer issued in registered form pursuant to the Resolution.

- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.

- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.

- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.

- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.

- "Certificate" means this Tax Exemption Certificate.

- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.

- "Closing Date" means the date of Closing.

- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.

- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.

- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.

- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.

- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.

- "Gross Proceeds" as defined in Regulation 1.148-l(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.

- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-l(b) and (f)(2), means the price determined pursuant to the Special Rule for Competitive Sales in accordance with Regulation 1.148-1(f)(2)(iii). The Issuer hereby elects to utilize the Special Rule for Competitive Sales and treats the reasonably expected initial offering price to the public as of the sale date as the issue price of the Bonds. The Purchasers have certified the Issue Price to be not more than $5,722,377.60, as set forth in Exhibit A.

- "Issuer" means the City of Waterloo, a municipal corporation in the County of Black Hawk, State of Iowa.

- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or $100,000. The Minor Portion of the Bonds is computed to be $100,000.

- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.

- "Proceeds" as defined in Regulation 1.148-l(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

- "Project" means the acquisition, improvement and installation of traffic control devices, signage, fixtures, equipment and improvements, including but not limited to traffic signal, pavement markings, traffic safety, fiber optics installation, and street light fixtures, connections, and facility improvements; the acquisition of vehicles and equipment for the Police and Fire Departments; the acquisition of vehicles and equipment for the street, public works and sign and traffic departments; the acquisition of ambulances and ambulance equipment; the rehabilitation and improvement of City parks and the acquisition, repair and replacement of facilities, equipment and improvements commonly found in City parks; the removal, replacement and planting of trees in parks and public grounds; the construction, reconstruction and repairing of street, sidewalk, skywalk, trail, alley, public ground, marketplace, bridges, pedestrian underpasses and overpasses, and intersection improvements; the acquisition, construction and improvement of real and personal property useful for the protection of property from floods or high waters, including flood control, levees, embankments, waterway, storm water and drainage improvements; the removal or replacement of dead or diseased trees; the acquisition and demolition of dangerous or dilapidated buildings, structures or properties, or funding housing assistance; acquiring, developing and improving of a geographic computer data base system suitable for automated mapping and facilities management; the acquisition and installation of river lighting; equipping city departments and City Hall, including information technology equipment and software; the renovation, construction, improvement and equipping of the golf course; the acquisition of vehicles for various city departments; the construction, reconstruction, improvement, renovation, and equipping of public works buildings; the construction, reconstruction, improvement, renovation, and equipping of city facilities; aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban

Renewal Plan for the Rath Area Redevelopment Area, such as those costs associated with acquisitions of properties and related demolition and clearance activities, grants to private developers, public infrastructure projects including streets, streetscape, and utility improvements as more fully described in the Resolution.

- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Bonds.

- "Purchasers" means BOK Financial Securities, Inc. of Milwaukee, Wisconsin, constituting the initial purchasers of the Bonds from the Issuer.

- "Rebate Amount" means the amount computed as described in this Certificate.

- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.

- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.

- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.

- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.

- "Resolution" means the resolution of the Issuer adopted on June 6, authorizing the issuance of the Bonds.

- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.

- "Sinking Fund" means the Bond Fund.

- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.

- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.

- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.

- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, setting forth the offering prices at which the Purchaser will reoffer and sell the Bonds to the public.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate, and (6) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) Except for the Bonds described as the Taxable General Obligation Bonds, Series 2022C, no bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of

the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds. In fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (par plus re-offering premium of $37,377.60), less underwriter's discount of $82,186.25, received at Closing are expected to be deposited and expended as follows:

(a) $56,088.60 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(b) $5,584,102.75 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of the acquisition, improvement and installation of traffic control devices, signage, fixtures, equipment and improvements, including but not limited to traffic signal, pavement markings, traffic safety, fiber optics installation, and street light fixtures, connections, and facility improvements; the acquisition of vehicles and equipment for the Police and Fire Departments; the acquisition of vehicles and equipment for the street, public works and sign and traffic departments; the acquisition of ambulances and ambulance equipment; the rehabilitation and improvement of City parks and the acquisition, repair and replacement of facilities, equipment and improvements commonly found in City parks; the removal, replacement and planting of trees in parks and public grounds; the construction, reconstruction and repairing of street, sidewalk, skywalk, trail, alley, public ground,

marketplace, bridges, pedestrian underpasses and overpasses, and intersection improvements; the acquisition, construction and improvement of real and personal property useful for the protection of property from floods or high waters, including flood control, levees, embankments, waterway, storm water and drainage improvements; the removal or replacement of dead or diseased trees; the acquisition and demolition of dangerous or dilapidated buildings, structures or properties, or funding housing assistance; acquiring, developing and improving of a geographic computer data base system suitable for automated mapping and facilities management; the acquisition and installation of river lighting; equipping city departments and City Hall, including information technology equipment and software; the renovation, construction, improvement and equipping of the golf course; the acquisition of vehicles for various city departments; the construction, reconstruction, improvement, renovation, and equipping of public works buildings; the construction, reconstruction, improvement, renovation, and equipping of city facilities; aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the Rath Area Redevelopment Area, such as those costs associated with acquisitions of properties and related demolition and clearance activities, grants to private developers, public infrastructure projects including streets, streetscape, and utility improvements.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed $2,500,000.

(d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

(b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 3.083896 percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United

States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

1) 15 percent spent within six months of the Closing Date;

2) 60 percent spent within one year of the Closing Date;

3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 6%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

1) 10 percent spent within six months of the Closing Date;

2) 45 percent spent within one year of the Closing Date;

3) 75 percent spent within eighteen months of the Closing Date;

4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) $250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(f)(2) of the Regulations, the Issuer elects to use actual investment earnings of the ACP in determining compliance with the above schedule.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct

obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of $1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in any Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield

that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or

opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

ARTICLE VII

QUALIFIED TAX EXEMPT OBLIGATIONS

The Issuer, a "qualified small issuer," designates the Bonds as "qualified tax exempt obligations" as defined in Code Section 265(b)(3) and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations (including for this purpose tax exempt installment sales, lease or lease purchase agreements or other tax exempt obligations) which will be issued during the current calendar year will not exceed ten million dollars ($10,000,000).

In support of the foregoing, the Issuer states:

(a) In the current calendar year the Issuer has issued governmental or qualified 501(c)(3) obligations as follows:

$5,685,000 General Obligation Bonds, Series 2022B (covered by this Certificate)

(b) The Issuer expects to issue during the remainder of the calendar year governmental or qualified 501(c)(3) obligations as follows:

NONE

(c) The Issuer has subordinate entities or is subordinate to another entity governed by separate governing bodies which have issued or expect to issue governmental or qualified 501(c)(3) obligations on behalf of the Issuer during the calendar year which must be aggregated under Code Section 265(b)(3)(E) as follows:

NONE

(d) The Issuer is a member of or affiliated with one or more organizations (such as an Iowa Code Chapter 28E or 28F organization or other multimember body under which more than one governmental entity receives benefits) governed by a separate governing body which has or expects to issue governmental or qualified 501(c)(3) obligations during the calendar year all or a portion of which are allocable to the Issuer under Code Section 265(b)(3)(C)(iii) as follows:

NONE

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

_____

Chief Financial Officer, City of Waterloo, State of Iowa

(SEAL)

EXHIBIT A

WATERLOO, IOWA - $5,685,000 GENERAL OBLIGATION BONDS, SERIES 2022B ISSUE PRICE CERTIFICATE

The undersigned, on behalf of BOK Financial Securities, Inc. ("Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. Reasonably Expected Initial Offering Price.

a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Bonds.

b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.

c) The bid submitted by Purchaser constituted a firm offer to purchase the Bonds.

2. ***Defined Terms***.

a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 18, 2022.

d) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information

will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

BOK FINANCIAL SECURITIES, INC.

By:_____

Name:_____

Dated: JUNE 21, 2022

SCHEDULE A

EXPECTED OFFERING PRICES

(*Attached*)

SCHEDULE B

COPY OF UNDERWRITER'S BID

(*Attached*)

EXHIBIT B

WATERLOO, IOWA - $5,685,000 GENERAL OBLIGATION BONDS, SERIES 2022B

CERTIFICATE OF MUNICIPAL ADVISOR

The undersigned, on behalf of Speer Financial, Inc. (the "Municipal Advisor"), as the municipal advisor to Waterloo, Iowa in connection with the issuance of the above-captioned obligations (the "Bonds"), has assisted the Issuer in soliciting and receiving bids from potential underwriters in connection with the sale of the Bonds in a competitive bidding process in which bids were requested for the purchase of the Bonds at specified written terms, and hereby certifies as set forth below with respect to the bidding process and award of the Bonds.

1. The Bonds were offered for sale at specified written terms more particularly described in the Notice of Sale (Terms of Offering), which was distributed to potential bidders, a copy of which is attached to this certificate as Attachment 1.

2. The Notice of Sale was disseminated electronically through SPEERAUCTION. The method of distribution of the Notice of Sale is regularly used for purposes of disseminating notices of sale of new issuances of municipal bonds, and notices disseminated in such manner are widely available to potential bidders.

3. To the knowledge of the Municipal Advisor, all bidders were offered an equal opportunity to bid to purchase the Bonds so that, for example, if the bidding process afforded any opportunity for bidders to review other bids before providing a bid, no bidder was given an opportunity to review other bids that was not equally given to all other bidders (that is, no exclusive "last-look").

4. The Issuer received bids from at least three bidders who represented that they have established industry reputations for underwriting new issuances of municipal bonds. Based upon the Municipal Advisor's knowledge and experience in acting as the municipal advisor for other municipal issues, the Municipal Advisor believes those representations to be accurate. Copies of the bids received are attached to this certificate as Attachment 2.

5. The winning bidder was BOK Financial Securities, Inc. (the "Purchaser"), whose bid was determined to be the best conforming bid in accordance with the terms set forth in the Notice of Sale, as shown in the bid comparison attached as Attachment 3 to this certificate. The Issuer awarded the Bonds to the Purchaser.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Municipal Advisor's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal

income tax advice that it may give to the Issuer from time to time relating to the Bonds. No other persons may rely on the representations set forth in this certificate without the prior written consent of the Municipal Advisor.

SPEER FINANCIAL, INC.

By:_____

Name:_____

Dated: JUNE 21, 2022

ATTACHMENT 1

NOTICE OF SALE

(TERMS OF OFFERING)

(*Attached*)

ATTACHMENT 2

BIDS RECEIVED

(*Attached*)

ATTACHMENT 3

BID COMPARISON

(*Attached*)

02055014-1\11310-149

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Waterloo, State of Iowa (the "Issuer"), in connection with the issuance of $5,685,000 General Obligation Bonds, Series 2022B and $4,315,000 Taxable General Obligation Bonds, Series 2022C (the "Bonds") dated June 21, 2022. The Bonds are being issued pursuant to a Resolution of the Issuer approved on June 6, 2022 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate; Interpretation. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Bonds, dated May 18, 2022.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Section 3. Provision of Annual Financial Information.

a) The Issuer shall, or shall cause the Dissemination Agent to, not later than two hundred seventy (270) days after the end of the Issuer's fiscal year (presently June 30th), commencing with information for the 2021/2022 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

b) If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the forms attached as Exhibit A-1 and A-2.

c) The Dissemination Agent shall:

i. each year file Annual Financial Information with the National Repository; and

ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Section 4. Content of Annual Financial Information. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

a) The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

b) A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the caption "Socioeconomic Information - Retail Sales", "Local Option Sales Tax", "Property Tax Information", "Debt Information", and "Financial Information." Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

i. Principal and interest payment delinquencies;

ii. Non-payment related defaults, if material;

iii. Unscheduled draws on debt service reserves reflecting financial difficulties;

iv. Unscheduled draws on credit enhancements relating to the Bonds reflecting financial difficulties;

v. Substitution of credit or liquidity providers, or their failure to perform;

vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Bonds, or material events affecting the tax-exempt status of the Bonds;

vii. Modifications to rights of Holders of the Bonds, if material;

viii. Bond calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

ix. Defeasances of the Bonds;

x. Release, substitution, or sale of property securing repayment of the Bonds, if material;

xi. Rating changes on the Bonds;

xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;

xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

xvi. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

b) Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

c) If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and

would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business Days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Bonds shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements,

(i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. Rescission Rights. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the

right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.

Date: _____ day of _____, 2022.

CITY OF WATERLOO, STATE OF IOWA

By: _____
Quentin M. Hart, Mayor

ATTEST:

By: _____
Kelley Felchle, City Clerk

EXHIBIT A-1

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Waterloo, Iowa.

Name of Bond Issue: $5,685,000 General Obligation Bonds, Series 2022B

Dated Date of Issue: June 21, 2022

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Bonds. The Issuer anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20___.

CITY OF WATERLOO, STATE OF IOWA

By: _____
Its: _____

EXHIBIT A-2

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Waterloo, Iowa.

Name of Bond Issue: $4,315,000 Taxable General Obligation Bonds, Series 2022C

Dated Date of Issue: June 21, 2022

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Bonds. The Issuer anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20___.

CITY OF WATERLOO, STATE OF IOWA

By: _____
Its: _____

02041171-1\11310-149

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/6/2022
Prepared: 5/24/2022

ATTACHMENTS:

	Description	Type
🗋	Registrar's Agmt 2022C	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Summary Statement:	UMB Bank, N.A. will disburse the semi-annual interest and annual principal payments to the bondholders over the term of the bonds.
Implementation, Accountability, and Communication:	Fees will be paid using the debt service levy.
Expenditure Required/Source of Funds:	A one-time acceptance fee is charged. Annual paying agent fees will be required each year the bonds are outstanding.

PAYING AGENT; BOND REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS AGREEMENT is made and entered into on June 21, 2022 by and between the City of Waterloo hereinafter called "ISSUER", and UMB Bank, N.A., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as $4,315,000 Taxable General Obligation Bonds, Series 2022C, dated June 21, 2022 hereinafter called the "Bonds"; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar, transfer and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar, transfer and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar, transfer and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.

2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:

(a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;

(b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;

(c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

(d) Unless Paragraph 20 hereof is applicable and if requested in writing by AGENT, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and

maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds, delivery of notices, and for all other purposes shall be subject to the provisions of the Bond Document. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. In the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge legally required to be withheld for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have

been lost, destroyed, stolen or otherwise wrongfully taken, but may first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the ISSUER of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final maturity of the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. The records maintained by AGENT in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7(17), Code of Iowa. AGENT agrees that its use of the records will be limited to the purposes of this Agreement and that AGENT will make no private use or permit any private access thereto without the prior written consent of the ISSUER, which shall not be unreasonably withheld.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the ISSUER shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar, and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the ISSUER and AGENT in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees. AGENT shall use commercially reasonable efforts to provide notice to the Issuer prior to performing extraordinary services or incurring such costs and expenses; provided,

however, that AGENT's right to compensation hereunder shall not be affected by any failure to provide such prior notice.

18. The AGENT may resign, or be removed by the ISSUER upon a date which, unless otherwise waived by the other party, is (a) at least thirty days after the receipt of written notice to the other and (b) in the case such notice is given by the AGENT, at least fifteen days prior to the next succeeding principal or interest payment date. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate, but AGENT shall not be discharged from any liability for actions taken as AGENT under this Agreement prior to such resignation or removal. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the ISSUER within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with nationally recognized legal counsel in accordance with its internal policies and procedures, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

(a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.

(b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.

(c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.

(d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then

the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall not be liable for any error in judgment in fulfilling its obligations under this Agreement or the Bond Document that is made in good faith by an officer or employee of the AGENT unless it shall be determined by a court of competent jurisdiction that the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. The Bond Document and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Bond Document. In the event of inconsistent language between the Bond Document and this Agreement, the terms of the Bond Document shall prevail.

24. AGENT shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer and payment of registered bonds including without limitation Chapters 76, 384, 403, and Section 554.8101 et seq. Code of Iowa and standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986.

25. In the event any payment check representing payment of interest or principal on the Bonds is returned to the AGENT or is not presented for payment, or if any Bond is not presented for payment of principal or premium, if any, at the maturity or redemption date, if

funds sufficient to pay such interest on Bonds shall have been made available to the AGENT for the benefit of the owner thereof, all liability of the ISSUER to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the AGENT to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Agreement or on, or with respect to, such interest or Bonds. The AGENT'S obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the AGENT, shall surrender any remaining funds so held to the ISSUER, whereupon any claim under this Agreement by the Bond owners of such interest or Bonds of whatever nature shall be made upon the ISSUER.

26. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

27. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If AGENT consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including this Agreement) to another corporation which is a transfer agent properly registered with and in compliance with the rules of the Securities and Exchange Commission, AGENT shall provide written notice to ISSUER of such event at least sixty (60) days prior to its becoming effective, and the successor corporation without any further act shall be the successor AGENT. Except as provided in this section this Agreement may not be assigned by any party without the written consent of the other party.

28. All notices, demands, and requests required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by telecopy and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:
UMB Bank, N.A.
Attn: Corporate Trust & Escrow Services
7155 Lake Drive, Suite 120
West Des Moines, Iowa 50266

If to ISSUER:
City of Waterloo
Kelley Felchle
City Clerk
715 Mulberry
Waterloo, Iowa 50703

29. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

30. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

31. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the ISSUER and the AGENT, the AGENT shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the ISSUER and the AGENT. The AGENT shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands and seals as of this _____ day of _____, 2022.

CITY OF WATERLOO,
STATE OF IOWA, ISSUER

By: _____
Quentin Hart, Mayor

ATTEST:

By: _____
Kelley Felchle, City Clerk

UMB BANK N.A., as PAYING AGENT/REGISTRAR

By: _____

_____
(Title)

ATTEST:

By: _____

_____
(Title)

EXHIBIT A

Paying Agent/Registrar's Fee

02056321-1\11310-150

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/6/2022
Prepared: 5/24/2022

ATTACHMENTS:

	Description	Type
	Amendment to Development Agreement	Backup Material
	Development Agreement	Backup Material
	Map	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve the resolution
	The City of Waterloo has been working with Deer Acres, LLC on a Development Agreement to renovate three residential units located at 1427-1429 W 3rd Street & 405 Bayard St. The developer is adjusting the scope of work for the project to two units located at 1427-1429 W 3rd Street and is requesting an extension to June 30, 2023 due to supply issues.
Summary Statement:	If the developer wishes to complete the third unit located at 405 Bayard Street a development agreement will need to be approved at that time for any incentives. This project is the recipient of the Iowa Economic Development Authority Catalyst Grant program in 2020. The project is located within the Church Row neighborhood.
Neighborhood Impact:	This project will have a positive impact on the Church Row Neighborhood once complete. The project will complement efforts by the city and area organizations to revitalize the Church Row Neighborhood.
Data/Analysis and Strategies:	Infill Housing
Implementation, Accountability, and Communication:	Bonds

Expenditure Required/Source of Funds:	$10,000
Alternative:	Not approve.
Legal Descriptions:	WHITNEY AND SEDGWICKS ADDITION SW 50 FT LOT 7 BLK 13 SW 50 FT NW 25 FT LOT 8 BLK 13

Prepared by: Adrienne Miller 715 Mulberry Street Waterloo, Iowa (319)291-4366

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement (the "Amendment") is entered into as of _____, 2022, by and between the City of Waterloo, Iowa ("City") and Deer Acres, LLC. ("Company").

RECITALS

A. Company and City are parties to that certain Development Agreement dated January 13, 2020 (the "Agreement") concerning the development of property as described in the Agreement. The Agreement was filed in the records of the Black Hawk County Recorder on April 30, 2020 as Doc. No. 2020-18889.

B. The parties desire to amend the Agreement on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and of other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. Recital B of the Agreement is amended to strike the paragraph thereof in its entirety and to substitute a new paragraph in its place, as follows:

   B. Developer is willing and able to finance and reconstruct two residential units and related improvements on property located at 1427-1429 W 3rd Street in Waterloo, generally described as parcel 8913-26-355-021, legally described as set forth on Exhibit "A" attached hereto (the "Property").

2. Section 2 of the Agreement is amended to strike the first unnumbered paragraph thereof in its entirety and to substitute a new paragraph in its place, as follows:

a. Construction. Developer must begin construction of the Improvements within six (6) months (the "Start Deadline") after the date of this Agreement and must substantially complete the Improvements by June 30, 2023 (the "Completion Deadline"). If Developer has not obtained a building permit and in good faith begun construction of the Improvements by the Start Deadline, then at City's option this agreement will be voided, but if construction is imminent the City Council may, but shall not be required to, consent to an extension of time to

begin construction or, if appropriate, to complete construction, and if an extension is granted but construction has not been commenced or substantially completed, as applicable, within such extended period, then the agreement shall be voided after the end of said extended period.

C. Except as amended herein, the Agreement shall continue unmodified in full force and effect. Terms capitalized in this Amendment but not defined herein shall have the meaning ascribed to them in the Agreement. This Amendment is binding on the parties and the respective successors, assigns, transferees and legal representatives of each. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Development Agreement as of the date first set forth above.

DEER ACRES, LLC

By: _____
Rebecca Curran

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

By: _____
Kelley Felchle, City Clerk

Preparer Information: Adrienne Miller (Name) | 715 Mulberry Street (Address) | Waterloo, Iowa 50703 (City) | (319) 291-4366 (Phone)

SPACE ABOVE THIS LINE
FOR RECORDER

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of _____, by and between Deer Acres, LLC ("Developer") 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.

B. Developer is willing and able to finance and reconstruct three residential units and related improvements on property located at 1427-1429 W 3rd Street & 405 Bayard Street in Waterloo, generally described as parcel 8913-26-355-021, legally described as set forth 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 Developer.** Developer will construct on the Property three residential units, valued at over $64,110. The units shall be completed to a finished state, removal of all construction debris, proper leveling or shaping of groundscape, and grassing and/or landscaping (home construction and finishing as so described are referred to as the "Improvements"). 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". All 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.

2. **Timeliness of Construction; Possibility of Reverter.** 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 into this agreement with Developer and that without said commitment City would not do so. Developer's responsibilities under this Agreement are therefore subject to the following deadlines:

a. Construction. Developer must begin construction of the Improvements within six (6) months (the "Start Deadline") after the date of this Agreement and must substantially complete the Improvements within twenty fourth (24) months thereafter (the "Completion Deadline"). If Developer has not obtained a building permit and in good faith begun construction of the Improvements by the Start Deadline, then at City's option this agreement will be voided, but if construction is imminent the City Council may, but shall not be required to, consent to an extension of time to begin construction or, if appropriate, to complete construction, and if an extension is granted but construction has not been commenced or substantially completed, as applicable, within such extended period, then the agreement shall be voided after the end of said extended period.

b. Unavoidable Delays. If Developer has begun activity in compliance with the foregoing deadlines or any extended period and is stopped and/or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Developer, 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 agreement shall be voided.

3. Incentives.

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

B. **Development Grant**. Upon completion of the residential units and all related Housing Improvements, as evidenced by issuance of a certificate of occupancy, City will make to the developer party a one-time grant of $5,000.00 for each completed unit, in accordance with City policy.

C. **Commercial Property.** The property will also have commercial space on the first floor that will not be eligible for the $5,000 grant but will be eligible for the CURA abatement.

4. **Indemnity.** Developer 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, Developer's failure to carry on or complete same, or any lien, claim, charge, or encumbrance on or

against the Property of any type or nature whatsoever that attaches to the Property by virtue of Developer's ownership of same. If City files suit to enforce the terms of this Agreement and prevails in such suit, then Developer shall be liable for all legal expenses, including but not limited to reasonable attorneys' fees. Developer'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 substantial completion of the Project, Developer agrees that it shall not create, incur, or suffer to exist any lien, encumbrance, mortgage, security interest, or charge on the Property, other than such mortgage or mortgages as may be reasonably necessary to finance Developer's undertaking of the Project and of which Developer notifies City in advance of Developer's execution of any such mortgage. The Property may be mortgaged or encumbered only to support the construction of Improvements on the Property. Developer may not cross-collateralize the Property to support the construction of improvements on any other real estate.

6. **Water and Sewer; Utilities.** Developer will be responsible for extending water, sewer and utilities services to any location on the Property and for payment of any associated connection fees.

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 is duly organized, validly existing, and in good standing under the laws of the State of Iowa.

C. 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. **No Assignment or Conveyance.** Developer agrees that it will not sell, convey, assign or otherwise transfer its interest in the Property prior to substantial completion of Improvements, 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 Developer under this Agreement.

10. **Materiality of Developer's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Developer 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. Developer 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.

11. **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, to City of Waterloo, 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 Rebecca Curran, and my address is 1608 Scott Ave, Waterloo, IA 50701.

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.

12. **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 Developer nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

13. **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.

14. **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.

15. **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.

16. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

17. **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.

18. **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.

19. **Time of Essence.** Time is of the essence of this Agreement.

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

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

DEVELOPER

_____
Rebecca Curran

EXHIBIT “A”

Legal Description of Property

WHITNEY AND SEDGWICKS ADDITION SW 50 FT LOT 7 BLK 13 SW 50 FT NW 25 FT LOT 8 BLK 13



City of Waterloo, Iowa

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CITY OF WATERLOO

Council Communication

Executive Session on the purchase of real estate pursuant to Iowa Code Section 21.5(1)(j).

City Council Meeting: 6/6/2022
Prepared:

Submitted by: Submitted By:

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 6/6/2022
Prepared:

Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 6/6/2022
Prepared:

Submitted by: Submitted By:

CITY OF WATERLOO

Council Communication

Leisure Services Commission board minutes of April 12, 2022.

City Council Meeting: 6/6/2022
Prepared: 5/11/2022

ATTACHMENTS:

	Description	Type
	4/12/2022 minutes	Backup Material

SUBJECT: Leisure Services Commission board minutes of April 12, 2022.

Submitted by: Submitted By:

MINUTES
WATERLOO LEISURE SERVICES COMMISSION
TUESDAY, April 12, 2022
300 Jefferson Street

The meeting was held in the Multipurpose Room at the SportsPlex. Brenda Durbahn called the meeting to order at 7:33am.

Present: Brenda Durbahn, Jessica Rucker, Sharon Samec, Tom Powers, Tom Christensen, Tim Moses, Bob Bamsey, Council Liaison Dave Boesen, Dwight Diercks
Staff: Paul Huting, Todd Derifield, Chris Dolan, Travis Nichols, JB Bolger, Bob Etringer
Absent:

Brenda Durbahn called for approval of the agenda. Motion to approve agenda by Sharon Samec second by Tim Moses Ayes: All Nays: None

Brenda Durbahn called for motion for approval of the 03/08/2022 meeting minutes. Tom Powers made by to approve March meeting minutes, second by Tom Christensen Ayes: All Nays: None

Brenda Durbahn called for approval of the bills. Motion by Bob Bamsey to approve March 2022 bills, second by Sharon samec Ayes: All Nays: None

UPDATE ON FYE23 OPERATING BUDGET PROCESS
The final budget hearing was held on Thursday, March 24, 2022 with Council adopting a general fund tax levy rate of $18.97160. Attached documents show amounts allocated to Leisure Services, which include the additional funds as requested.

UPDATE ON FYE 23-27 CAPITAL IMPROVEMENT FUNDING
Requests of Capital Improvement Program funding totaling $4.6 million were submitted for the upcoming fiscal year. Submissions were presented at a ZOOM meeting on February 11. Preliminary results from the Planning department show a total allocation of $270,000. Allocations among many high priority projects are being adjusted by Leisure Services Director and staff within the total allotted amount. Council will approve the new CIP soon.

DEER PROGRESS REPORT
Todd Derifield presented the 2021-2022- Black Hawk County Deer Management Zone progress report. A bow hunt for deer on public lands in Black Hawk County was developed in the mid 90's to reduce the deer population to below the carrying capacity of the land (30 deer/sq. mile). It has been a very successful program over the years and provides a recreational opportunity for local hunters. Iowa City pays $300,000 to $400,000 every few years to have sharpshooters reduce their deer herd while we pay $0. The hunters go through a lot of training, rule review meetings, and a proficiency test before they are considered safe to hunt. This last season 113 deer were harvested in the deer management zone including 8 from the Katoski Greenbelt and 3 from Sans Souci Island.

STAFF UPDATES

Young Arena – Chris Dolan

The Waterloo Warriors High school hockey team lost in the semifinals of the National tournament held in Dallas Texas. The 18th annual Battle of Waterloo Battle of Waterloo hockey tournament was held at Young Arena April 8-10. There were over 200 participants. The Waterloo Black Hawks are currently in 6th place. The playoffs will start the last week of April. Currently the Black Hawks are 5th out of 16 teams in attendance, averaging 2100 fans per game.

Sports and SportsPlex – Bob Etringer

- SportsPlex began our Summer Hours April 1st Mon-Thu 5:00a-9:00p Fri 5:00a-7:00p Sat-Sun 7:00a-4:00p
- Extramural swim program was complete last week for 6th-8th graders.
- SportsPlex Pump & Run 5K scheduled for May 13 & 14
- We have 3 rowers and 2 ski erg ready to order. New equipment is for general usage with plans of adding more class options
- Spring Soccer started last Monday. Pre-1st & 2nd-4th we have 126 participants
- Spring T-Ball begins tonight. T/TH we have 144 participants
- USSSA Baseball/Softball leagues begin Wednesday. We have 60 teams
- Staff is working on getting diamonds and concessions ready for the season.

Forestry – Todd Derifield

Forestry Crew continues to work on trimming trees. We have some trees left to sell in the Plant Waterloo Program, locust and buckeye. We have seasonal positions still available. Mowing crews are picking up litter, twigs, and branches along the corridor right of ways and city parks. Travis has been working with the engineering department with the layout for Edison Park amenities. Staff have been working with Community Development on possible block grant funding for Edison Park.

Construction – Travis Nichols

We have one current project we are working on and that is a shade structure for the skate park. This will be paid for with CIP funds left over from original project. The crew is working on transitioning over from winter garbage route to summer route. They will be placing additional cans back out into park. Crew continues to do weekly park and facility inspections and are doing general maintenance in the parks and facilities. The water is slowly being turned back on in our park system starting with heated areas and moving into the parks next week. The crew has done miscellaneous repairs at the golf courses. The crew finished up a second floor remodel of the Planning and Zoning offices and women's locker room remodel at City Hall.

Golf and Downtown Area – JB Bolger

- Opened the golf courses for the season March 21st.
- Weather has not been cooperative since opening, mostly below normal temperatures, windy, and some rain.
- All golf course maintenance crews attended a ½ day training session at our Campbell Ave office put on by Toro Irrigation Company representatives that covered the new operating systems at all three courses.
- A new flag pole, rigging, solar light, and flag were installed in the circle drive at Gates Park Pro Shop.
- Downtown Crew has completed trimming of all native grasses in the downtown area and University Ave.
- Construction crew replaced the wood decking on the bridge over the waterway on hole #4 at Irv Warren. New planking was secured to the bridge frame which will make it quieter as carts and equipment cross it.

The next regular Leisure Services Commission Meeting will be held Tuesday, May 10, 2022.

Motion to adjourn by Bob Bamsey, second by Tom Powers. Brenda Durbahn adjourned the meeting at 8:25am.

Jessica Rucker, Secretary

5/10/2022
Signed this Date

CITY OF WATERLOO

Council Communication

Housing Authority Board minutes of May 16, 2022.

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

ATTACHMENTS:

	Description	Type
	WHA Board Minutes 05-16-2022	Backup Material

SUBJECT: Housing Authority Board minutes of May 16, 2022.

Submitted by: Submitted By: Julie Dawson, Director

WATERLOO HOUSING AUTHORITY, Governing Board Meeting Minutes
Monday, May 16, 2022 at 4:45 PM
Harold E. Getty Council Chambers – Waterloo City Hall
Members Present: Boesen, Nichols, Amos, Grieder, Chiles, Wilder, Feuss, Grabek

The meeting was called to order at 4:45 p.m.by Chairperson Grieder. Motioned by Jonathan Grieder and seconded by Ray Feuss to approve the agenda and minutes of the March 21, 2022 meeting as proposed.
Ayes: All – Motion Carried

New Business

Motioned by Dave Boesen, seconded by Ray Feuss, for approval and resolution to accept the FY2022 HUD Statement of Operating Budget and Expenditures for Ridgeway Towers Public Housing.
Ayes: All – Motion Carried

Motioned by Ray Feuss, seconded by Jerome Amos, to approve subsidy standard changes to the Waterloo Housing Authority's Administrative Plan.

Mr. Feuss requested that Director Dawson explain the reason and impact of these changes. Ms. Dawson stated that the Housing Authority would be eliminating the requirement that opposite sex children under the age of 6 share a bedroom, and further stipulating that same sex children with a 10-year+ age differential would be authorized separate bedrooms. The reason for this change is the same as #3 (Changes in Reporting Policy), as WHA currently has approximately $900,000 in HUD-Held funds available, and is looking for creative ways to utilize these dollars, in addition to continuing to issue vouchers to new participants at the rate of 50 every other month. This change will allow families to qualify for a larger size unit, thus increasing the amount that Section 8 can pay toward their rent. The reporting policy change will extend the amount of time participants have to report increases in income, thus resulting in the Housing Authority expending more funds, as the tenant share of rent will not increase as soon as previously.
Ayes: All – Motion Carried

Motioned by Ray Feuss, seconded by John Chiles, to approve changes to the reporting policy in the Waterloo Housing Authority's Administrative Plan.
Ayes: All – Motion Carried

Motioned by Rob Nichols, seconded by Jerome Amos to approved the SEMAP (Section 8 Management Assessment Program) score for FYE 6/30/21.
Ayes: All – Motion Carried

Motioned by Jerome Amos, seconded by John Chiles to approve and place on file the Housing Authority report, including the Leasing, HAP, and Administrative Fee Utilization Report.

Motioned by Jonathan Grieder, seconded by John Chiles to adjourn the meeting at 4:50 p.m.
Ayes: All – Motion Carried

JD

CITY OF WATERLOO

Council Communication

Planning, Programming and Zoning minutes of April 12, 2022.

City Council Meeting: 6/6/2022
Prepared: 5/24/2022

ATTACHMENTS:

	Description	Type
	minutes	Backup Material

SUBJECT: Planning, Programming and Zoning minutes of April 12, 2022.

Submitted by: Submitted By:

MINUTES
CITY OF WATERLOO, IOWA
PLANNING, PROGRAMMING, AND ZONING COMMISSION
REGULAR MEETING - 4:00 P.M. APRIL 12, 2022

The regular meeting of the Waterloo Planning, Programming, and Zoning Commission was called to order by Chairperson Wilber at 4:00 p.m. via zoom and in-person in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: Virginia Wilber.

Members present electronically were: Brandon Schoborg, Samm Blatt, Cody Leistikow, Patrisha Serfling, Janelle Ewing, and Steve Trost (arrived at 4:10 pm).

Members absent were: Ali Parrish and Craig Holdiman.

Others present were: Aric Schroeder, Lexi Blank, and John Dornoff – Planning Department.

Others present electronically: Dave Boesen and Rob Nichols – City Council Liaisons.

I. Approval of the Agenda

It was moved by Serfling and seconded by Schoborg to approve the agenda. Motion carried unanimously.

II. Approval of the Minutes from the regular meeting on March 8, 2022.

It was moved by Schoborg and seconded by Leistikow to approve the minutes of the March 8, 2022 meeting. Motion carried unanimously.

III. Financial Report February 2022.

Schroeder reviewed the financial report.

It was moved by Schoborg and seconded by Serfling to receive and place the financial report on file. Motion carried unanimously.

IV. Oral Presentations

There were no oral presentations.

V. New Business

A. Hearing-Rezone

1. Request by Mark Moser to rezone 3.68 acres from "A-1" Agricultural District to "R-1, C-Z" to allow for additional storage buildings and outside storage associated with a contractor business located at 4528 Kimball Avenue.

It was moved by Schoborg and seconded by Ewing to receive and place on file the statement of verification at 4:06 p.m. Motion carried unanimously, and Wilber declared the hearing open.

Blank read the staff report recommending approval of the request.

Mark Moser, 4528 Kimball Avenue, noted that he has lived at the address for 30 years and wants to build additional storage buildings to keep his equipment inside.

It was moved by Serfling, seconded by Trost, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:12 p.m.

It was moved by Schoborg, seconded by Serfling, to recommend approval of the rezoning of 3.68 acres from "A-1" Agricultural District to "R-1, C-Z" Conditional Zoning District to allow for additional storage buildings and outside storage associated with a contractor business. Motion passed unanimously.

B. Vacates

1. Request by VIZ, LLC to vacate portions of Kimball Avenue and San Marnan Drive right-of-way located in the "C-1, C-Z" Conditional Zoning District east of 1029 Peoples Square at the northwest corner of the intersection of Kimball Avenue and San Marnan Drive.

Dornoff read the staff report recommending approval of the request with the condition that easements be maintained over the portion along Kimball Avenue but also noted that staff was requesting not only support of the vacate request but also recommending approval of an encroachment agreement to give the applicant the multiple options to serve their needs.

Trost asked why the staff was recommending the option of an encroachment agreement instead of the vacate to the applicant, to which Schroeder explained the process of selling the land to the applicant due to San Marnan Drive being a former state highway and Kimball Avenue having been reconstructed with Interstate Substitution funds.

It was moved by Trost and seconded by Schoborg to recommend approval of the vacate request with the condition that easements are maintained over the portion along Kimball Avenue and to recommend approval of an encroachment agreement. Motion carried unanimously.

C. Plans and Studies

1. Request by the City of Waterloo to approve an amendment to the Martin Road Urban Renewal and Redevelopment Plan and TIF District to enlarge the area included therein (Amendment No. 6).

Schroeder explained the proposed request.

Boesen asked if putting the released properties back into the TIF District would affect the taxes collected by the city on those properties, to which Schroeder responded that those property's value basis would be set off their current assessed values; therefore, the increment collected by the city would only be on any future increases. Schroeder further explained that there are development opportunities on those lots.

It was moved by Schoborg and seconded by Serfling to recommend approval of the TIF District request. Motion carried unanimously.

VI. Discussion

The next meeting of the Planning, Programming, and Zoning Commission will be on May 10th.

VII. Adjournment

It was moved by Schoborg, seconded by Leistikow, to adjourn the meeting at 4:31 p.m. Motion carried unanimously.

Respectfully submitted,



John Dornoff,
Planner II

CITY OF WATERLOO

Council Communication

Board of Adjustment minutes of April 26, 2022.

City Council Meeting: 6/6/2022
Prepared: 5/24/2022

ATTACHMENTS:

	Description	Type
	minutes	Backup Material

SUBJECT: Board of Adjustment minutes of April 26, 2022.

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA
BOARD OF ADJUSTMENT MINUTES
REGULAR MEETING - 4:00 P.M. APRIL 26, 2022

The regular meeting of the City of Waterloo Board of Adjustment was called to order by Chairperson Condon at 4:00 p.m. via zoom and in-person in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: John Beckman and Brad Condon.

Members present electronically were: Jeri Thornsberry.

Members absent were: Craig Holdiman.

Others present were: Lexi Blank, Aric Schroeder, John Dornoff, – Planning Department, and three citizens.

Others present electronically were: Dave Boesen – City Council At-Large.

I. Approval of the Agenda

It was moved by Beckman and seconded by Condon to approve the agenda. Motion carried unanimously.

II. Approval of the Minutes from the regular meetings on March 22, 2022, and the amended minutes of March 23, 2021

It was moved by Thornsberry, seconded by Beckman, to approve the minutes of the March 22, 2022 meeting. Motion carried unanimously.

Dornoff explained the reason for amending the March 23, 2021 minutes.

It was moved by Beckman and seconded by Thornberry to approve amended minutes of the regular meeting of March 23, 2021. Motion carried unanimously

III. Decision Items

1. Request by Daniel and Mandi Perry for a variance to the fencing regulations to allow for a 7' tall chain link fence with vinyl slats in the required front yard in the "R-2" One and Two-Family Residence District located at 4184 Logan Avenue.

Dornoff read the staff report recommending approval of the variance request.

Mandi Perry, 4184 Logan Avenue, stated that the fence would be black with black slats and that, as the staff report said, it is surrounded by agricultural land.

Beckman asked Perry if the land was used for farming, to which Perry stated that it was used to grow alfalfa and had horses grazing on it before they started building their home.

Condon asked why slats are prohibited in fences, to which Schroeder answered that it applies to residential areas, and it is because most slats are made of plastic and start looking bad after a while, and tend to have more of a commercial or industrial look than a residential look.

It was moved by Beckman, seconded by Condon, to approve the request of Daniel and Mandi Perry for a variance to the fencing regulations to allow for a 7' tall chain link fence with vinyl slats in the

required front yard in the "R-2" One and Two-Family Residence District located at 4184 Logan Avenue. Motion carried unanimously.

IV. Discussion

V. Adjournment

It was moved by Beckman, seconded by Thornsberry, to adjourn the meeting at 4:20 p.m. Motion carried unanimously.

Respectfully submitted,



John Dornoff,
Planner II

CITY OF WATERLOO

Council Communication

April 2022 Community Development Board Minutes.

City Council Meeting: 6/6/2022
Prepared: 5/18/2022

ATTACHMENTS:

	Description	Type
🗋	Board Meeting Minutes 2022	Backup Material

SUBJECT:	April 2022 Community Development Board Minutes.
Submitted by:	Submitted By: Rudy D. Jones, Community Development Director
Recommended Action:	approval

Community Development
Meeting Minutes

April 19, 2022

I. Call to order

Cody Leistikow called to order the regular meeting of the Community Development Board via zoom at 4:00 p.m. on Tuesday, April 19, 2022. Leistikow asked for an approval of the agenda for April 19, 2022.
It was moved by Hansen and seconded by Weekley to approve the agenda. Motion carried.

II. Attendance:

Present: Chairperson Cody Leistikow, Angela Weekley, Zach Hansen, and Jenna Northey

Members Absent: Cam Campbell, Tina Hummel and Felicia Carter

Also Present: Rudy D. Jones, Community Development Director; Anita Rousselow, Administrative Secretary; Angie Fordyce, Community Development Coordinator; Mindy Smith, Intake Specialist; Rob Nichols, Councilperson; Nia Wilder, Councilperson

III. Approval of minutes from last meeting

Leistikow asked for an approval of the minutes of the March meeting that was held on March 15, 2022. It was moved by Hansen and seconded by Northey to approve the minutes of the meeting on March 15, 2022. Motion carried.

IV. Old Business:

a) **Staff Updates**: Anita, Angie and Mindy will be traveling to Minnesota for training in June in regards to CDBG and HOME funding. Mindy will also be taking another training seminar on rent calculation. Human resources and staff are looking at the job description of Neighborhood Services Coordinator.

b) **CARES Act Funding:**

Round 1- Staff has been running the rental assistance program internally and has processed several rent requests for tenants affected by Covid-19 or the ability to pay because of Covid-19. A decision was made to process the applications that we

have at this time and then eliminate the internal rental assistance program that staff has been doing in house.

Round 2- Staff participated in the People's Clinic press conference as a National Community Development week activity. Ms. Kemp and Rudy Jones addressed the crowd about the partnership that People's and Community Development have now and in the past.

Round 3-There has not been much activity with this round of funds. NEI3A has sent over one project for an environmental review for a home modification program.

c) **Ricker Street Development-** Jones went over the proposed activities in the Ricker Street Development, a map was provided and an explanation was given on each address- there are several proposals in the works which include assessment , demolition and acquisition, once Community Development acquires the properties, (if they do) their hope is to rehabilitate those properties and resell to eligible homebuyers.

d) **National Community Development Week-**As stated before, People's Clinic was highlighted as a Community Development activity during NCDA Week. Staff also received national attention for this expansion on the National Community Development Week page that Vicki Watson sends out each day of NCDA week.

e) **Contractor Code of Conduct-** Jones suggested another subcommittee meeting to finalize this document. Campbell and Weekley are on this subcommittee.

V. New Business:

a) **Endorse Contracts March 2022**: Leistikow asked for a motion to approve the contracts signed in March of 2022. Weekley made a motion to approve the March contracts as shown and Northey made a second on that motion. Motion carried.

b) **Subordination Request:** Staff did not receive the necessary documents to move forward with the subordination.

c) **Future of Lead Hazard Control Grant-** Jones suggested a subcommittee discussion on the future of the lead grant. Staff has been implementing the lead grant for several years and it has been increasingly more difficult to find owner occupied homes with children for our waiting list. Do we want to look at applying for different grants? Leistikow, Hansen volunteered to be on the subcommittee.

VI. Discussion Items:

VII. Adjournment

Leistikow asked for a motion to adjourn the meeting. A motion was made by Hansen and seconded by Weekley. Motion carried. Meeting Adjourned. Minutes submitted and approved by board.

CITY OF WATERLOO

Council Communication

Communication from the Leisure Services Department on the notice of the conclusion of employment for Luke Even, Forestry Foreman, effective April 29, 2022, with recommendation of approval of payout of $1,861.20 for unused benefits.

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

ATTACHMENTS:

	Description	Type
	Employee Payout Statement	Backup Material

SUBJECT:	Communication from the Leisure Services Department on the notice of the conclusion of employment for Luke Even, Forestry Foreman, effective April 29, 2022, with recommendation of approval of payout of $1,861.20 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO, IOWA

CITY HALL · 715 MULBERRY STREET, WATERLOO, IA 50703

Today's Date: 4/29/2022
Effective Date: 4/29/2022
Employment Date: 8/18/2003

To: *City Council Members*
Re: *Notice of Severance*

Department *Leisure Services*
Job Title/Classification *Forestry Foreman*

This is to report that the employment of *Luke Even*
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	52	$ 33.31		$ 1,732.12
Vacation-Current	0	$ 33.31		$ -
Usable Sick Leave	15.5	$ 33.31	(x) 25%	$ 129.08
Frozen Sick Leave	0	$ 33.31	(x) 60%	$ -
Personal Hours	0	$ 33.31		$ -
Comp Time Pay	0	$ 33.31		$ -
Unscheduled Leave	0	$ 33.31		$ -
Other Pay	0	$ 33.31		$ -
			Total Payment	$ 1,861.20

Comments: _____

Approved by _____ Date 4-26-22

Human Resources Nikki Fischels NF Date 4-29-22

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)
Clerk's Office will forward copy of approved form to Department and Human Resources

Updated 6/28/11

Council Agenda Date:_____ ☐ Accruals ☐ Status ☐ -9

CITY OF WATERLOO

Council Communication

Communication from the Waterloo Fire Rescue Department on the notice of conclusion of employment for Craig Schellhorn, 10 year Engineer, effective May 13, 2022 with recommendation of approval of payout of $8,719.92 for unused benefits.

City Council Meeting: 6/6/2022
Prepared: 5/23/2022

ATTACHMENTS:

	Description	Type
	Schellhorn payout	Backup Material

SUBJECT:	Communication from the Waterloo Fire Rescue Department on the notice of conclusion of employment for Craig Schellhorn, 10 year Engineer, effective May 13, 2022 with recommendation of approval of payout of $8,719.92 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO, IOWA

CITY HALL · 715 MULBERRY STREET 50703

Today's Date: 5/12/2022
Effective Date: 5/13/2022
Employment Date: 9/5/1995

To: *City Council Members*
Re: *Notice of Severance*

Department *Waterloo Fire Rescue*
Job Title/Classification *10 year Engineer*

This is to report that the employment of *Craig Schellhorn*
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	✓ 103.68	$ 27.91		$ 2,893.71
Vacation-Current	✓ 168	$ 27.91		$ 4,688.88
Usable Sick Leave	0	$ 27.91	(x) 75%	$ -
Frozen Sick Leave	0		(x) 60%	$ -
Personal Hours	✓ 8	$ 27.91		$ 223.28
Holiday	✓ 32	$ 27.91		$ 893.12
Unscheduled Leave				$ -
Comp Time	✓ 0.75	$ 27.91		$ 20.93
			Total Payment	$ 8,719.92

Comments:

Approved by Pat [signature] Date 5-17-22

Human Resources Nicole Tisdale Date 5-17-22

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)
Clerk's Office will forward copy of approved form to Department and Human Resources

Updated 6/28/11

Council Agenda Date: 6/6/22 ☐ Accruals ☐ Status ☐ I-9

CITY OF WATERLOO

Council Communication

Communication from the Community Development Department on the notice of the conclusion of employment for Mindy Smith, Intake Project Specialist, effective May 24, 2022 with recommendation of approval of payout of $1,689.35 for unused benefits.

City Council Meeting: 6/6/2022
Prepared: 5/24/2022

ATTACHMENTS:

	Description	Type
	M Smith Payout	Backup Material

SUBJECT:	Communication from the Community Development Department on the notice of the conclusion of employment for Mindy Smith, Intake Project Specialist, effective May 24, 2022, with recommendation of approval of payout of $1,689.35 for unused benefits.
Submitted by:	Submitted By: Lance Dunn, Human Resources Director

CITY OF WATERLOO, IOWA

CITY HALL · 715 MULBERRY STREET, WATERLOO, IA 50703

Today's Date: 5/24/2022
Effective Date: 5/24/2022
Employment Date: 12/30/2019

To: *City Council Members*
Re: *Notice of Severance*

Department *Community Development*
Job Title/Classification *Intake Project Specialist*

This is to report that the employment of *Mindy Smith*
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	30	$ 19.53		$ 585.90
Vacation-Current	48	$ 19.53		$ 937.44
Usable Sick Leave	34	$ 19.53	(x) 25%	$ 166.01
Frozen Sick Leave			(x) 60%	$ -
Personal Hours				$ -
Comp Time Pay				$ -
Unscheduled Leave				$ -
Other Pay				$ -
			Total Payment	$ 1,689.35

Comments: _____

Approved by Rudy D Jones Date 5-24-22

Human Resources Nicole Disch Date 5-24-22

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)
Clerk's Office will forward copy of approved form to Department and Human Resources

Updated 6/28/11

Council Agenda Date:_____ ☐ Accruals ☐ Status ☐ -9

CITY OF WATERLOO

Council Communication

Communication from the Street Department on the notice of the conclusion of employment for Daniel White, Equipment Operator I, effective May 27, 2022 with recommendation of approval of payout of $3,450.92 for unused benefits.

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

ATTACHMENTS:

Description	Type
White Payout	Backup Material

SUBJECT: Communication from the Street Department on the notice of the conclusion of employment for Daniel White, Equipment Operator I, effective May 27, 2022 with recommendation of approval of payout of $3,450.92 for unused benefits.

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA

CITY HALL · 715 MULBERRY STREET 50703

Today's Date: 5/26/2022
Effective Date: 5/27/2022
Employment Date: 1/23/2017

To: *City Council Members*
Re: *Notice of Severance*

Department STREET
Job Title/Classification EOI

This is to report that the employment of DANIEL E. WHITE
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	32	$ 27.83		$ 890.56
Vacation-Current	80	$ 27.83		$ 2,226.40
Usable Sick Leave	48	$ 27.83	(x) 25%	$ 333.96
Frozen Sick Leave			(x) 60%	$ -
Personal Hours		$ 27.83		$ -
Comp Time Pay	73.37			$ -
Unscheduled Leave				$ -
Other Pay				$ -
			Total Payment	$ 3,450.92

Comments:

Approved by Ryan Rueter Date 5-31-22

Human Resources Nikki Fischer Date 5-31-22

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)
Clerk's Office will forward copy of approved form to Department and Human Resources

Updated 6/28/11

Council Agenda Date: 6/6/22 ☐ Accruals ☐ Status ☐ -9

CITY OF WATERLOO

Council Communication

Certified List for the position of Police Recruit for the City of Waterloo Police Department as certified by the Civil Service Commission on April 29, 2022.

City Council Meeting: 6/6/2022
Prepared: 5/18/2022

ATTACHMENTS:

	Description	Type
	Police Recruit Certified List	Backup Material

SUBJECT:	Certified List for the position of Police Recruit for the City of Waterloo Police Department as certified by the Civil Service Commission on April 29, 2022.
Submitted by:	Submitted By:

CITY OF WATERLOO, IOWA

HUMAN RESOURCES

715 Mulberry St. • Waterloo, IA 50703 • Phone (319) 291-4303 • Fax (319) 291-4569

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FEUSS
Ward 5

ROB
NICHOLS
At-Large

DAVE
BOESEN
At-Large

April 29, 2022

TO: Honorable Mayor & City Council

We, the members of the Civil Service Commission, certify the following list of applicants, who are eligible based upon the examination process as set forth by the Civil Service Commission for the appointment to the position of Police Recruit for the City of Waterloo, Police Department. Appointment(s) shall be made from this list for the next year (*April 29, 2022 – April 28, 2023*).

CERTIFIED LIST

Elisabeth Reeves
Sanda Odobasic
Admir Babic
Nevzad Osmancevic
Paul White
Brady Tyler

Respectfully submitted,

Dr. Bev Smith 5/4/2022
Dr. Bev A. Smith Date

Dr. Robert Welch 5.5.22
Date

Ethel Washington Date

CS LIST POLICE *RECRUIT 2022*

CITY OF WATERLOO

Council Communication

Certified List for the position of Property Evidence Technician for the City of Waterloo Police Department as certified by the Civil Service Commission on April 29, 2022.

City Council Meeting: 6/6/2022
Prepared: 5/18/2022

ATTACHMENTS:

	Description	Type
	Property Evidence Technician List	Backup Material

SUBJECT:	Certified List for the position of Property Evidence Technician for the City of Waterloo Police Department as certified by the Civil Service Commission on April 29, 2022.
Submitted by:	Submitted By:

CITY OF WATERLOO, IOWA

HUMAN RESOURCES
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Ward 4

RAY
FEUSS
Ward 5

ROB
NICHOLS
At-Large

DAVE
BOESEN
At-Large

April 29, 2022

TO: Honorable Mayor & City Council

We, the members of the Civil Service Commission, certify the following list of applicants, who are eligible based upon the examination process as set forth by the Civil Service Commission for the appointment to the position of Property Evidence Technician for the City of Waterloo, Police Department Department. Appointment(s) shall be made from this list for the next year (*April 29, 2022 – April 28, 2023*).

CERTIFIED LIST
Michelle Boesen
Keith Kaspari

Respectfully submitted,

Dr. Bev Smith 5/4/2022
Dr. Bev A. Smith Date

5.5.22
Dr. Robert Welch Date

Ethel Washington Date

CS LIST Property Evidence Tech *2022*

CITY OF WATERLOO

Council Communication

Certified List for the position of Instrument Control Technician for the City of Waterloo Waste Management Services Department as certified by the Civil Service Commission on April 29, 2022.

City Council Meeting: 6/6/2022
Prepared: 5/18/2022

ATTACHMENTS:

Description	Type
ICT List	Backup Material

SUBJECT:	Certified List for the position of Instrument Control Technician for the City of Waterloo Waste Management Services Department as certified by the Civil Service Commission on April 29, 2022.
Submitted by:	Submitted By:

CITY OF WATERLOO, IOWA

HUMAN RESOURCES

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AMOS, JR.
Ward 4

RAY
FEUSS
Ward 5

ROB
NICHOLS
At-Large

DAVE
BOESEN
At-Large

April 29, 2022

TO: Honorable Mayor & City Council

We, the members of the Civil Service Commission, certify the following list of applicants, who are eligible based upon the examination process as set forth by the Civil Service Commission for the appointment to the position of Instrument Control Technician for the City of Waterloo, Public Works/Waste Management Department. Appointment(s) shall be made from this list for the next year (*April 29, 2022 – April 28, 2023*).

CERTIFIED LIST
Brandon Eighmey

Respectfully submitted,

Dr Bev Smith 5/4/2022 — *Dr. Bev A. Smith* Date

Dr. Robert Welch 5.5.22 — Date

Ethel Washington Date

CS LIST ICT *2022*