THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, REGULAR SESSION TO BE HELD AT Harold E. Getty Council Chambers Monday, May 16, 2022 5:30 PM

CITY OF WATERLOO
GOALS

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

GENERAL RULES FOR PUBLIC PARTICIPATION REGULAR SESSION AGENDA

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

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

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

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

RULES FOR PUBLIC COMMENT SECTION OF THE AGENDA

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

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

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

RULES FOR PUBLIC COMMENT DURING PUBLIC HEARINGS

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

RULES FOR PUBLIC COMMENT DURING AGENDA ITEMS

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

Roll Call.

Prayer or Moment of Silence

Pledge of Allegiance

Rob Nichols, At-Large Council Member

Agenda, as proposed or amended.

Minutes of May 2, 2022 Regular Session, as proposed.
Minutes of April 26, 2022 Special Session, as proposed.

Proclamation declaring May 15-21, 2022 as Emergency Medical Services Week.
Proclamation declaring May 15-21, 2022 as National Public Works Week.

PUBLIC COMMENTS

Iowa Code Chapter 21 gives the public the right to attend council meetings but it does not require cities to allow public participation except during public hearings. The City of Waterloo encourages the public to participate during the Oral Presentations by following the rules listed on the front of the agenda.

1. Consent Agenda:

(The following items will be acted upon by voice vote on a single motion without separate discussion, unless someone from the council or public requests that a specific item be considered separately.)

A. Resolution to approve the following:

1. Bills Payment, Finance Committee Invoice Summary Report, a copy of which is on file in

the office of the City Clerk.

2. Resolution authorizing the City Clerk to certify against certain parcels for unpaid lawn mowing, sidewalk snow removal, property cleanups, and hazardous tree removals.

   Submitted By: Martin M. Petersen, City Attorney

3. Resolution approving request of Charles Shirey for a waiver for a concrete driveway, located at 410 Sunset Road (approach on Fletcher Avenue), with the elimination of the sidewalk section due to inability to meet grade requirements.

   Submitted By: Jamie Knutson, PE, City Engineer

4. Resolution approving a request by LaTanya Graves for a Variance to the Noise Ordinance for 27th Annual Juneteenth Celebration, on June 18, 2022 from 12:00 p.m. to 8:00 p.m., and June 19, 2022 from 10:00 a.m. to 7:00 p.m., located at Gates Park.

   Submitted By: Captain Feaker

5. Resolution approving a request by Lori Klingfus for a Variance to the Noise Ordinance for a backyard gathering, on August 27, 2022 from 12:00 p.m. to 7:00 p.m., located at 1604 Garden Avenue.

   Submitted By: Captain Duncan

6. Resolution approving a request by Grace Reformed Church for a Variance to the Noise Ordinance for the Sunday in the Park event on June 19, 2022 from 8:00 a.m. to 1:00 p.m., located at Hope Martin Park.

   Submitted By: Captain Feaker

7. Resolution approving a request by the Screaming Eagle American Bar and Grill for a variance to the Noise Ordinance for Thursday Bike Nights, from June 1, 2022 to October 1, 2022, 5:00 p.m. to 10:00 p.m., each Thursday.

   Submitted By: Captain Feaker

8. Resolution approving a request by Black Hawk County 4-H Shooting Sports for a Variance to the Weapons Ordinance for the Black Hawk County 4-H and FFA Fair, on July 30, 2022 at 12:00 p.m., located at the National Cattle Congress.

   Submitted By: Captain Feaker

9. Resolution setting date of public hearing as June 6, 2022 to approve 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 Residential District located at the northeast corner of Harwood Avenue and Evergreen Avenue northeast of 806 Evergreen Avenue, and located northeast of 2200 Falls Avenue, and instruct the City Clerk to publish notice.

   Submitted By: Noel Anderson, Community Planning and Development Director

10. Resolution setting date of consultation with affected taxing entities as May 31, 2022, and date of public hearing as June 20, 2022, in conjunction with approval of Amendment No. 6 to the Martin Road Urban Renewal and Redevelopment Plan to expand the boundaries, update projects and project budgets to be included in the Plan, and other general updates to the Plan, and instruct the City Clerk to publish notice.

    Submitted By: Noel Anderson, Community Planning and Development Director

11. Resolution setting date of public hearing as June 6, 2022 for the 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, and instruct the City Clerk to publish notice.

    Submitted By: Noel Anderson, Community Planning and Development Director

12. Resolution approving preliminary plans, specifications, form of contract , etc. and setting date of bid opening as June 9, 2022 and date of public hearing as June 20, 2022, in

conjunction with the FY 2023 CIP Pipelining Phase IVA3, Contact No. 1063, and instruct City Clerk to publish notice.

Submitted By: Matt Hosford, Collection Systems Superintendent

13. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as June 2, 2022 and date of public hearing as June 6, 2022, in conjunction with the FY 2022 Sidewalk and Trail Repair Program - Zone 2, Contract No. 1061, and instruct the City Clerk to publish notice.

    Submitted By: Oumie Ceesay, Associate Engineer

14. Resolution approving Completion of Project and Acceptance of Work for work performed by Boomerang Corporation, of Anamosa, Iowa, for a total amount of $4,176,861.94, and release of retainage in the amount of $208,843.09, in conjunction with the Dry Run Creek Interceptor Project, Contract No. 877.

    Submitted By: Matt Hosford, Collection Systems Supervisor

15. Resolution authorizing an exception to the City of Waterloo's Purchasing Procedure Policy to approve the purchase of one (1) Tool Cat Drive Unit with Vacuum Sweeper from Black Hawk Rental of Waterloo, Iowa, in the amount of $114,950.89.

    Submitted By: Randy Bennett, Public Works Division Manager

16. Resolution authorizing an exception to the City of Waterloo's Purchasing Procedure Policy to approve the purchase of one (1) 2022 Case 580SN WT Backhoe, in the amount of $117,065.34, from Titan Machinery, Center Point, Iowa.

    Submitted By: Randy Bennett, Public Works Division Manager

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

    a. **Pat Treloar, Fire Chief**

    Class/Meeting: International Association of Fire Chief's (IAFC) Conference and Expo

    Destination: San Antonio, Texas

    Dates: 08/23-27/2022

    Amount not to exceed: $2,589.00

    b. **Jesse Gaherty, Matt Schaefer, Tyler Janssen, Waste Management Plant Maintenance**

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

    Destination: Davenport, Iowa

    Dates: 06/07- 09/2022

    Amount not to exceed: $1,487.00

    c. **Brad Manahl, Andy Bedard, Nolan Rasmusson, Waste Management Operator**

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

    Destination: Davenport, Iowa

    Dates: 06/07-09/22

    Amount not to exceed: $1,487.00

2. **LIQUOR LICENSES**

    a. **Behar Bar, 312 W. 4th Street**

    Class: C Liquor and Outdoor Service

    Renewal Application Includes Sunday

Expiration Date: 4/30/2023

b. **Locals Bar and Grill, 229 E. 4th Street**
Class: C Liquor and Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 5/20/2023

c. **Mersim's Kitchen, 126 E. Ridgeway Avenue, Suite A**
Class: C Liquor and Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 4/15/2023

d. **New Star, 1459 Ansborough Ave.**
Class: B Wine, C Beer, and E Liquor
Renewal Application Includes Sunday
Expiration Date: 6/2/2023

e. **Prime Mart 7, 1309 Lafayette Street**
Class: B Wine, C Beer, and E Liquor
Renewal Application Includes Sunday
Expiration Date: 4/30/2023

f. **Ray's Supermarket, 1975 Franklin Street**
Class: B Wine, C Beer, and E Liquor
Renewal Application Includes Sunday
Expiration Date: 3/2/2023

g. **Riverloop Expo Plaza, 400 Jefferson St.**
Class: C Liquor and Outdoor Service
New Application Includes Sunday
Expiration Date: 11/30/2022

h. **Main Street Waterloo, Lincoln Park *5 Day License***
Class: B Beer
New Application
/Expiration Date: 5/27/2022

i. **Main Street Waterloo, Lincoln Park *5 Day License***
Class: B Beer
New Application Does not include Sunday
Expiration Date: 6/11/2022

j. **Main Street Waterloo, Lincoln Park *5 Day License***
Class: B Beer
New Application Does not include Sunday
Expiration Date: 6/172022

k. **Main Street Waterloo, Lincoln Park *5 Day License***
Class: B Beer
New Application Does not include Sunday
Expiration Date: 8/12/2022

l. **Main Street Waterloo, Lincoln Park *5 Day License***

Class: B Beer

New Application Does not include Sunday

Expiration Date: 9/2/2022

m. **Main Street Waterloo, Lincoln Park *5 Day License***

Class: B Beer

New Application Does not include Sunday

Expiration Date: 7/8/2022

n. **Main Street Waterloo, 300 Jefferson St. *5 Day License***

Class: B Beer

New Application Does not include Sunday

Expiration Date: 5/25/2022

3. **APPOINTMENTS**

a. **Carole Gustafson**

Board/Commission: International Property Maintenance Board

Expiration Date: March 15, 2024

New Appointment

4. Motion approving appointment of Pat Treloar as Chief of Fire Services and Kelley Felchle as City Clerk, pursuant to City of Waterloo Ordinance No. 5641.

5. Motion to approve Change Order No. 3 with Arends Excavating, of Waterloo, Iowa, for a net increase of $13,827.36, in conjunction with the FY 2021 Leversee Road Lift Station, Contract No. 983, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Matt Schindel, Associate Engineer

6. Bonds.

PUBLIC HEARINGS

2. FYE 2022 Budget Amendment.

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 Budget Amendment for the fiscal year ending June 30, 2022.

Submitted By: Michelle Weidner, Chief Financial Officer

3. Request by Mark Moser to rezone 3.68 acres from "A-1" Agricultural District to "R-1,C-Z" Conditional Zoning District for a contractor business, located at 4528 Kimball Avenue.

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving request by Mark Moser to rezone 3.68 acres from "A-1" Agricultural District to "R-1,C-Z" Conditional Zoning District for a contractor business, located at 4528 Kimball Avenue.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt the ordinance.

Submitted By: Noel Anderson, Community Planning and Development Director

4. **Sale and conveyance of City property located west of 3180 West Airline Highway, in the amount of $1.00, to RNK Investments, LLC, with five years of tax rebates of 50 percent, and approval of a Development and Minimum Assessment Agreement, in the amount of $822,000.00.**

   Motion to receive and file proof of publication of notice of public hearing.
   HOLD HEARING - No comments on file.
   Motion to close hearing and receive and file oral and written comments.
   Resolution approving the sale and conveyance of City property located west of 3180 West Airline Highway, in the amount of $1.00, with five years of tax rebates of 50 percent, to RNK Investments, LLC, and authorizing the Mayor and City Clerk to execute said document.
   Resolution approving a Development Agreement and Minimum Assessment Agreement, with RNK Investments, LLC, in the amount of $822,000.00, in conjunction with the development of a 16,800 square foot building, and authorizing the Mayor and City Clerk to execute said document.

   Submitted By: Noel Anderson, Community Planning and Development Director

RESOLUTIONS

5. Resolution approving a variance to the requirements of the Subdivision Ordinance in Section 11-1-13 Variances, relating to the approval of the Preliminary Plat of Paradise Estates Addition, subject to the condition that any final plat or final plats for any portion of the approved Preliminary Plat of Paradise Estates Addition submitted for approval on or prior to May 14, 2024 shall be subject to any new zoning restrictions or subdivision regulations adopted by the City of Waterloo prior to submittal of any such Final Plat for any portion of said area.

   Submitted By: Noel Anderson, Community Planning and Development Director

6. Resolution approving policy for recreational fires, and rescinding Resolution No. 2003-230.

   Submitted By: Pat Treloar, Fire Chief

7. Resolution approving a two-year School Resource Officer Agreement with the Waterloo Community School District, to provide six (6) School Resource Officers in the schools for FY 2023, in the amount of $308,053.00 and FY 2024 in the amount of $323,455.00, to include funding for officer training, and authorizing the Mayor and City Clerk to execute said document.

   Submitted By: Capt. Aaron McClelland

8. Resolution approving an Encroachment Agreement with VI2, LLC for a portion of Kimball Avenue and San Marnan Drive City right-of-way located in the "C-1, C-Z" Conditional Zoning District east of 1029 Peoples Square, and authorizing the Mayor and City Clerk to execute said document.

   Submitted By: Noel Anderson, Community Planning and Development Director

9. Resolution approving the third amendment to the Development and Minimum Assessment Agreement with Warren Transport, Inc., originally executed on November 18, 2019, changing the completion date to March 31, 2023, and authorizing the Mayor and City Clerk to execute said document.

   Submitted By: Noel Anderson, Commuity Planning and Development Director

10. Resolution approving a Real Estate Purchase Agreement with Deere and Company, and approving deeds to sell and donate real property to the City of Waterloo, for the acquisition of property located southeast of 3801 West Ridgeway Avenue, formerly the John Deere

Supervisor's Club, at no cost, and authorizing the Mayor and City Clerk to execute said documents.

Submitted By: Noel Anderson, Community Planning and Development Director

11. Resolution approving temporary "No Parking" on the west side of the 200 block of West 4th Street during the outside and inside construction of the Waterloo Convention Center.

Submitted By: Sandie Greco, Traffic Operations Director

12. Resolution approving the Amended Final Plat of Audubon Heights 7th Addition, a replat of Audubon Heights Fourth Addition, located south of 1747 Thrush Drive, and acknowledging and consenting to the corrected Final Plat, Certificate of Survey, and Affidavit of Surveyor.

Submitted By: Noel Anderson, Community Planning and Development Director

ORDINANCES

13. An Ordinance amending the Traffic Code be deleting Section 548A, No Parking - Pick Up and Drop Off Only, in its entirety, and inserting in lieu thereof of a new Section 548A, No Parking - Pick Up and Drop Off Only to the Waterloo Traffic Code

An Ordinance amending the Traffic Code be deleting Section 548A, No Parking - Pick Up and Drop Off Only, in its entirety, and inserting in lieu thereof of a new Section 548A, No Parking - Pick Up and Drop Off Only to the Waterloo Traffic Code as follows: (1) 100 Jefferson Street - Pick up and drop off only, in front of the Hawkeye Community College Building.
Motion to suspend the rules.
Motion to receive, file, consider and pass for the second and third time and adopt said ordinance.

Submitted By: Sandie Greco, Traffic Operations Director

14. An Ordinance amending Chapter 3, Sewer Regulations, Title 8-3A-2: Determination of Rates and Charges to increase sewer rates.

Motion to receive, file and consider for the first time an Ordinance amending Chapter 3, Sewer Regulations, Title 8-3A-2: Determination of Rates and Charges to increase sewer rates.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt the ordinance.

Submitted By: Michelle Weidner, Chief Financial Officer

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

MEETINGS

3:35 p.m. Council Work Session, Harold E. Getty Council Chambers

4:45 p.m. Housing Authority Meeting, Harold E. Getty Council Chambers

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

PUBLIC INFORMATION

1. Airport Board meeting minutes of March 23, 2022.

2. Board of Adjustment amended minutes of March 23, 2021.

3. Board of Adjustment minutes of March 22, 2022.

4. Communication from the Library on the notice of the conclusion of employment for Holly Jo Althof, Library Assistant, effective 04/27/2022 with recommendation of approval of pay out of $444.05 for unused benefits.

5. Communication from the Public Works Sanitation Department on the notice of conclusion of employment for Thomas Neuman, Solid Waste Technician, effective August 21, 2019 with recommendation of approval of payout of $3,255.51 for unused benefits.

6. Communication from the Waste Management Services Division on the notice of the conclusion of employment for Laura Mast, CMOM Coordinator, effective 04/29/2022 with recommendation of approval of payout of $4,012.86 for unused benefits.

7. Communication from the Police Department on the notice of the conclusion of employment for Brooke Carter, Police Sergeant, effective 04/21/2022 with recommendation of approval of payout of $19,787.91 for unused benefits.

8. Communication from the Police Department on the notice of the conclusion of employment for Matt McGeough, Police Captain, effective 04/14/2022 with recommendation of approval of payout of $3,828.38 for unused benefits.

9. Communication from the Police Department on the notice of the conclusion of employment for David Mohlis, Police Captain, effective 04/18/2022 with recommendation of approval of payout of $25,734.94 for unused benefits.

CITY OF WATERLOO

Council Communication

Rob Nichols, At-Large Council Member

City Council Meeting: 5/16/2022
Prepared:

Submitted by: Submitted By:

CITY OF WATERLOO

Council Communication

Minutes of May 2, 2022 Regular Session, as proposed.

City Council Meeting: 5/16/2022
Prepared:

ATTACHMENTS:

	Description	Type
	05.02.2022 Council minutes.docx	Backup Material

SUBJECT: Minutes of May 2, 2022 Regular Session, as proposed.

Submitted by: Submitted By:

May 2, 2022

The Council of the City of Waterloo, Iowa, met in Regular Session at Harold E. Getty Council Chambers, Waterloo, Iowa, at 5:30 p.m., on Monday, May 2, 2022. Mayor Pro Tem Ray Feuss in the Chair. Roll Call: Boesen, Nichols, Amos, Chiles, Grieder, Wilder and Feuss.

Prayer or Moment of Silence.

Pledge of Allegiance: Kelley Felchle, City Clerk

107247 - Feuss/Chiles

that the Agenda, as amended, by moving Item Number 21 be voted on after the consent agenda, for the Regular Session on Monday, April 18, 2022, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

107248 - Feuss/Chiles

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

Proclamation declaring May 15-21, 2022 as National Police Week.
Proclamation declaring May 2022 as Historic Preservation Month.
Proclamation declaring May 8-14, 2022 as World Migratory Bird Week.

PUBLIC COMMENTS

Doug Miller, 3912, W. 4th Street, explained that the Catholic Cemetery has started to be charged storm water fees by the city. He explained that the cemetery has worked hard to put in drainage systems at the cemetery but that the drainage tiles do not collect to the city storm water system. He noted that the tiles empty into agricultural land and added that the land along W. 4th Street is the only area where water would run off into the city system.

Jamie Knutson, City Engineer, provided an overview how storm water fees are calculated and explained why the property was not billed in the past.

LaTonya Graves, 607 E. Donald Street, commented that she has been contacted by mobile food vendors with questions and confusion about the new license. She explained that the venders were upset because some were shut down but never received notification from the city. She also questioned how the license impacts events like Juneteenth.

Kelley Felchle, City Clerk, explained the new mobile food vendor license and how it impacts special events on public property.

John Chiles

Ms. Wilder commented that vendors currently have licenses that expire in June through Black Hawk County Health. She questioned if vendors will now have to go back to Black Hawk County Health and get a license in addition to that license.

Kelley Felchle explained that these are two separate licenses. The city licenses focuses on fire safety, zoning compliance, etc. while the county license is focused on food safety. Vendors can get a one month or one year license through the city. The one year license expires one year from the date the license was issued. She further explained ways the city is partnering with Black Hawk County Health to help inform vendors about the program.

Ms. Wilder questioned if there is leeway for vendors that have not yet been contacted by Black Hawk County Health.

Kelley Felchle explained that since this is a new license, the city is focused on educating vendors about the program rather than enforcing the ordinance.

Pat Treloar, Fire Chief, explained they are taking the approach that the venor needs to make an attempt to get an application in with the city then they are not shutting anyone down.

Ms. Wilder questioned if they are getting shut down if they do not put in an application.

Pat Treloar explained that he is only aware of one individual who said they refused file an application and if anyone is under the impression they have been shut down he will be happy to speak with them.

Willie Campbell, 608 Candlewick Road, expressed frustration with the new license requirements.

Forest Dillavou, 1725 Huntington Road, commented that he has a strong concern about the resolution the city is working on to study non-bargaining employee pay. He shared that he believes that this will create an undue burden on the taxpayers.

David Dryer, 3145 W. 4th Street, stated that bid openings should happen after public hearings.

Mr. Feuss clarified that the process for holding bid openings and public hearings is set by state law and cannot be changed.

107249 - Grieder/Amos

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

CONSENT AGENDA

107250 - Feuss/Grieder

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

a. Resolutions to approve the following:

1. Resolution approving Finance Committee Invoice Summary Report, dated April 25, 2022, in the amount of $4,124,193.10 and May 2, 2022, in the amount $2,092,532.73,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. 2022-240.

2. Resolution approving approving request of CRF Rentals, LLC, for a waiver for a concrete driveway, located at 1501 Jefferson Street, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.

   Resolution adopted and upon approval by Mayor assigned No. 2022-241.

3. Resolution approving Variance to Noise Ordinance request from Danielle Eastman, in conjunction with the Aya Dancing in the Park event, to be held May 6, 7, July 21 and 29, August 26, September 9, and October 7, 2022 from 6:00 p.m. to 7:00 p.m. grassy area near the shelter at Valley View Park.

   Resolution adopted and upon approval by Mayor assigned No. 2022-242.

4. Resolution approving submission of the Congresswoman Ashley Hinson FY2023 Community Project Funding grant application.

   Resolution adopted and upon approval by Mayor assigned No. 2022-243.

5. Resolution approving a request by the City of Waterloo to remove private street name "Chapel Court", located adjacent to 600 Park Lane, Friendship Village.

   Resolution adopted and upon approval by Mayor assigned No. 2022-244.

6. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as May 19, 2022 and date of public hearing as June 6, 2022, in conjunction with

the FY 2023 Levee Rip Rap Spraying, Contract No. 1065, and instruct the City Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No. 2022-245.

7. Resolution approving setting date of public hearing as May 16, 2022 for an amendment to the FYE 2022 Budget, and instruct the City Clerk to publish notice.

   Resolution adopted and upon approval by Mayor assigned No. 2022-246.

8. Resolution approving setting date of public hearing as May 16, 2022, to approve the request by Mark Moser to rezone 3.68 acres from "A-1" Agricultural District to "R-1, C-Z" Conditional Zoning District, located at 4528 Kimball Avenue, and instruct the City Clerk to publish notice.

   Resolution adopted and upon approval by Mayor assigned No. 2022-247.

9. Resolution approving setting date of public hearing as May 16, 2022 for the sale and conveyance of City property located west of 3180 West Airline Highway, in the amount of $1.00, to RNK Investments, LLC, with five years of tax rebates of 50%, and approval of a Development and Minimum Assessment Agreement, in the amount of $822,000.00.

   Resolution adopted and upon approval by Mayor assigned No. 2022-248.

10. Resolution approving setting date of public hearing as June 20, 2022 and date of bid opening as June 9, 2022, to allow the Police Department to seek bids for Level II soft Ballistic Body Armor needs, and instruct the City Clerk to publish said notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-249.

11. Resolution approving specifications, bid documents, etc., setting date of bid opening as June 9, 2022 and date of public hearing as June 20, 2022, in conjunction with the Police Department FY23 Ammunition Bids, and instruct City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-250.

12. Resolution approving a Variance to the Noise Ordinance for Agustin Perez-Vorgas for the Perez Family Reunion, from 3:00 p.m. to 9:00 p.m. on May 7, 2022, located at 505 Sherman Avenue.

    Resolution adopted and upon approval by Mayor assigned No. 2022-251.

b. Motion to approve the following:

1.

	Travel Requests				
	Name & Title of Personnel	Name & Title of Personnel	Name & Title of Personnel	Name & Title of Personnel	Name & Title of Personnel
a.	Wilson, Schaaf, Girsch, Hoelscher, Nichols and Tindall, Police Officers	Firearms Instructor Recertification	Johnston, IA	05/05/2022	$1,490.00
b.	Schaaf and Wittmayer, Police Officers	Field Training Officer Certification	Waterloo, IA	05/09-11/2022	$600.00
c.	Roberts, Christiansen, Police Officers; Ludwig, Sergeant	ILEA Driving Instructor Recertification	Newton, IA	05/18/2022	$545.00

d.	Aitchison and Kramer, Police Officers	Field Training Officer Certification	Waterloo, IA	06/21-23/2022	$600.00
e.	Michelle Weidner, CFO	Iowa Governmental Roundtable	In-office webinar	05/17/2021	$275.00

2.

Approved Beer, Liquor, and Wine Applications				
Name & Address of Business	Class	New or Renewal	Expiration Date	Includes Sunday
a. Anton's Garden, 518 Sycamore Street	Special Class C/Outdoor Service	Renewal	04/30/2023	Yes
b. Basal Pizza, 225 W. 4th Street	C Liquor w/Outdoor Service	Renewal	04/30/2023	No
c. Cork's Grocery, 1956 Lafayette Street	C Beer	Renewal	04/30/2023	Yes
d. CVS Pharmacy #8544, 1825 E. San Marnan Drive	E Liquor/ B Wine/ C Beer	Renewal	5/31/2023	Yes
e. CVS Pharmacy #8546, 205 Franklin Street	E Liquor/ B Wine/ C Beer	Renewal	5/31/2023	Yes
f. Kwik Stop 4, 515 Broadway Street	E Liquor/ B Wine/ C Beer	Renewal	05/07/2023	Yes
g. Smitty's Bar, 709 Jefferson Street	C Liquor w/Outdoor Service	Renewal	05/26/2023	Yes
h. Waterloo Bucks, 850 Park Road – 6 Month License	B Beer w/Outdoor Service	Renewal	10/15/2022	Yes
i. Waterloo Softball Association	B Beer w/Outdoor Service	Renewal	04/16/2023	Yes

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

Appointee	Board/Commission	Expiration Date	New or Re-Appointment
Allen J. Green	Cultural & Arts	May 11, 2023	New Appointment
Susan Price	Historic Preservation Commission	May 13, 2025	Re-Appointment
Andrew Tink	Plumbing Board of Licensing, Examiners and Appeals	May 2, 2025	New Appointment
Robert Welch	Civil Service Commission	April 1, 2024	New Appointment
Ellen Vanderloo	Leisure Services Commission	May 2, 2025	New Appointment

4. Motion to approve Application for Fireworks Display at the Bamboo Ridge Camp Ground, in conjunction with the July 4th Celebration, to be held on July 3, 2022 with an alternate date of July 4, 2022, beginning at approximately 9:45 p.m. and lasting 10-13 minutes.

5. Motion to approve Application for Fireworks Display for the Waterloo Bucks Ball Club, located at 850 Park Road, on June 11, 18, July 2, 4, 9, 16, 30, and August 13, 2022, starting at 10:00 p.m. and lasting ten minutes.

6. Motion to approve Application for Fireworks Display at the Lost Island Theme Park Lake, in conjunction with the Park Grand Opening, to be held on one of the following dates: 5/21 or 5/28, 6/4 or 6/11/2022, beginning at approximately 9:30-10:00 p.m. and lasting 20 minutes.

7. Motion to approve Application for Fireworks Display for The VGM Group for the VGM Heartland Conference 2022 at 5th Street Bridge, on June 13, 2022, at approximately 9:45 p.m. (Approx. 15-18 minutes).

8. Motion to approve Exception to Burning Yard Waste application by Mike Kearney, to have a bon fire in an approximately 5'x5' area, located at 1524 Shultz Street, on May 14, 2022.

9. Motion to approve recommendation of appointment of Jeremy Even, from the current Civil Service list to the position of Operator in the Waste Management Services Department, effective Monday May 23, 2022, pending successful completion of pre-employment physical and drug screening.

10. Motion to approve Change Order No. 33 with Cardinal Construction, Inc., of Waterloo, Iowa, for a net increase of $1,769.00, in conjunction with the Five Sullivan Brothers Convention Center Addition and Renovation Project, and authorizing the Mayor to execute said document.

11. Motion to approve Change Order No. 4 with Boomerang Corporation of Anamosa, Iowa for a decrease of $5,819.05, in conjunction with the Dry Run Creek Interceptor Project Contact No. 877, and authorizing the Mayor to execute said document.

12. Motion approving Change Order No. 11 from WRH of South Amana, Iowa, for a decrease of $84,170.00, in conjunction with the Satellite Wet Well Rehabilitation Project, Contract No. 907, and authorizing the Mayor to execute said documents.

13. Bonds.

Roll call vote-Ayes: Seven. Motion carried.

107251 - Boesen/Amos

that a recommendation of denial of a refund request for property located at 314-320 Johnson Street, for incorrect charges for curbside garbage services, in the amount of $919.32, be received, placed on file and approved. Roll call vote-Ayes: One. Nays: Six (Boesen, Nichols, Amos, Grieder, Wilder, Feuss). Motion carried.

PUBLIC HEARINGS

107252 - Grieder/Nichols

that proof of publication of notice of public hearing on the FY 2022 Asphalt Overlay Program, Contract No. 1056, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

107253 - Grieder/Nichols

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

107254 - Grieder/Nichols

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

Resolution adopted and upon approval by Mayor assigned No. 2022-252.

107255 - Grieder/Nichols

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

Bidder	Bid Security	Total Bid Amount
Aspro, Inc., Waterloo, Iowa	5%	$3,234,420.62

Voice vote-Ayes: Seven. Motion carried.

107256 - Grieder/Nichols

that "Resolution approving award of bid to Aspro, Inc., of Waterloo, Iowa, in the amount of $3,234,420.62, approving the contract, bond and certificate of insurance, in conjunction with the FY 2022 Asphalt Overlay Program, Contract No. 1056, and authorizing the Mayor and City Clerk to execute said document.", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-253.

107257 - Nichols/Chiles

that proof of publication of notice of public hearing on the FY 2022 Sidewalk Inspection and Repair Program – Zone 2, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

107258 - Nichols/Chiles

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

107259 - Nichols/Chiles

that "Resolution authorizing proposed repairs to sidewalk", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-254.

107260 - Nichols/Chiles

that "Resolution adopting Proposed Resolution of Necessity, as proposed or amended", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-255.

107261 - Amos/Grieder

that proof of publication of notice of public hearing on the purchase of one (1) John Deere 6120M tractor with 22 Foot Cradle Mount mower, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

107262 - Amos/Grieder

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

107263 - Amos/Grieder

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

Resolution adopted and upon approval by Mayor assigned No. 2022-256.

107264 - Amos/Grieder

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

Bidder	Total Bid Amount
P & K Midwest, Waterloo, Iowa	$179,362.00
Trade Value on JD 2955	$15,335.00

107265 - Amos/Grieder

that "Resolution approving award of bid to P & K Midwest of Waterloo, Iowa, in the amount of $179,362.00.", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-257.

107266 - Grieder/Wilder

that proof of publication of notice of public hearing on the Sale and conveyance of City property located northwest of 326 W. 14th Street, to 3 Stooges, LLC, in the amount of $1.00, and approval of a Development Agreement and Minimum Assessment Agreement, in the amount of $250,000.00, for the development of a 6,000 square foot building., be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

107267 - Grieder/Wilder

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

107268 - Grieder/Wilder

that "Resolution approving the sale and conveyance of city owned property located northwest of 326 W. 14th Street, in the amount of $1.00, to Three Stooges, LLC, and authorizing the Mayor and City Clerk to execute necessary documents.", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-258.

107269 - Grieder/Wilder

that "Resolution approving a Development Agreement and Minimum Assessment Agreement, with 3 Stooges, LLC, in the amount of $250,000.00, in conjunction with the development of a 6,000 square foot building, and authorizing the Mayor and City Clerk to execute said document.", be adopted. Roll-call vote-Ayes: Six. Nays: One (Boesen). Motion carried.

Mr. Boesen commented that his problem with the development agreement is the developer has 18 months to begin construction.

Resolution adopted and upon approval by Mayor assigned No. 2022-259.

107270 - Amos/Chiles

that proof of publication of notice of public hearing on the Reallocation of Unspent Proceeds 2019A General Obligation Bonds, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

David Dryer, 3145 W. 4th Street, questioned how much the city has in bond funds.

Michelle Weidner, Chief Financial Officer, provided figures on the city's outstanding indebtedness and explained why the city is reallocating unspent bond funds.

107271 - Amos/Chiles

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

107272 - Amos/Chiles

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

Resolution adopted and upon approval by Mayor assigned No. 2022-260.

107273 - Nichols/Chiles

that proof of publication of notice of public hearing on the Reallocation of Unspent Proceeds, 2020A General Obligation Bonds., be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

107274 - Nichols/Chiles

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

107275 - Nichols/Chiles

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

Resolution adopted and upon approval by Mayor assigned No. 2022-261.

RESOLUTIONS

107276 - Grieder/Amos

that "Resolution approving an Encroachment Easement Agreement for property located at 513 Ivanhoe Road, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-262.

107277 - Grieder/Amos

that "Resolution approving a variance to the requirements of the Subdivision Ordinance in Section 11-1-13 Variances, relating to the approval of the Preliminary Plat of Paradise Estates Addition, subject to the condition that any final plat or final plats for any portion of the approved Preliminary Plat of Paradise Estates Addition submitted for approval on or prior to May 14, 2024 shall be subject to any new zoning restrictions or subdivision regulations adopted by the City of Waterloo prior to submittal of any such Final Plat for any portion of said area", be adopted.

Mike Henning, 138 Side Hill Drive, expressed frustration with the variance request made by paradise estates. He explained that there has not been adequate communication with the neighborhood about the development and a traffic study has not yet been completed. The neighbors want to see a new plat that includes greenspace and a traffic study.

Eric Johnson, attorney on behalf of Hope Anderson, explained that Mr. Anderson is the sole owner of Paradise Acres, LLC. He explained that the property is under contract with a developer that will build the homes in the neighborhood. He further addressed concerns raised by Mr. Henning.

Monique Walters, 5404 Kimball Ave., explained that her family farms both sides of Kimball Avenue out there and they know that the school was built and the intention is to have housing development around that. She explained that she wants to see the project completed correctly and noted that the traffic study has not yet been completed.

Barbara Henning, 138 Side Hill Drive, questioned why it has taken so long to get the extension. She added that the farm land has been leased for this year, which will delay the start of construction.

David Dryer, 3145 W. 4th Street, expressed confusion as to why the development is taking so long to move forward.

Corey Hodapp, CJ's Cedar Ridge Development, explained that he is the developer working with Buzz Anderson. He explained that he wants to move as quickly as possible to move forward with construction plans. He addressed concerns raised by the neighborhood and added that he would be happy to meet with the neighborhood association to further talk about their concerns.

Mr. Grieder explained that this is his ward and he supports more housing. He shared that the people living in the neighborhood have not heard from the developer. They are not anti-development, they are anti-development that does not engage the community. A phone call or email to the neighborhood would be a simple way of keeping them abreast of the status of the project.

Ms. Wilder questioned if anyone with the development or ownership of the property been in communication with the neighborhood association.

Corey Hodapp, CJ's Cedar Ridge Development, said he did not even know the neighborhood association existed and if he had known he would have reached out.

Mr. Amos stated that he will support the extension and believes the developer has committed to addressing the neighborhood's concerns.

Mr. Bosen stated that the council has not seen the plat and that he has issues with being asked to vote on something they have not had the ability to review.

Mr. Nichols requested an overview of the difference between a preliminary plat and a final plat.

Noel Anderson, Community Planning and Development Director, explained the difference between a preliminary plat and a final plat.

Mr. Feuss clarified between preliminary plat and final plat, and questioned when, knowing they need to break ground, we would see the final plat

Noel Anderson shared that the earliest the final plat could be ready is July, however that is not necessarily likely given some of the work that needs to be completed.

Mr. Feuss ask that the vote be postponed two weeks so the two sides can talk.

107278 - Feuss/Amos

To postpone for two weeks to allow for the developer to meet with the neighborhood association. Roll call vote-Ayes: Seven. Motion carried.

Mr. Amos commented that he supports tabling this item for two weeks.

Mr. Chiles questioned if the council is able to postpone the item.

Noel Anderson, Community Planning and Development Director, confirmed that the council is able to postpone the item.

Mr. Grieder commented that he will support tabling but wants to see a full conversation with the neighborhood association.

107279 - Nichols/Chiles

that "Resolution approving an Amendment to the Development Agreement with Bertha Johnson, originally executed January 23, 2017, adding Infill Policy incentives for the renovation of 1420 Byron Avenue, in the amount of $10,000.00, for the completed project, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-263.

107280 - Nichols/Chiles

that "Resolution approving Addendum No. 2 to a Professional Services Agreement with Robinson Engineering Company of Independence, Iowa, originally executed March 16, 2020, in an amount not to exceed $6,000.00, in conjunction with the Delane Creek Watershed Assessment, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-264.

107281 - Nichols/Chiles

that "Resolution approving Professional Services Agreement with Terracon Consultants, Inc., of Cedar Falls, Iowa, in an amount not to exceed $16,500.00, in conjunction with the Hawthorne Avenue Storm Sewer Pumping Station Relief Wells, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-265.

107282 - Grieder/Amos

that "Resolution approving an agreement with the Black Hawk County Metropolitan Planning Organization, for a funding award through Iowa's Transportation Alternatives Program Funding, in the amount of $465,233.00, with the City paying the balance, in conjunction with the Sergeant Road Bridge Replacements Project, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

David Dryer, 3145 W. 4th Street, questioned the balance the city has to pay.

Jamie Knutson, City Engineer, explained that the city match will be $200,000.00.

Resolution adopted and upon approval by Mayor assigned No. 2022-266.

107283 - Grieder/Amos

that "Resolution directing the advertisement for sale of $5,685,000.00 General Obligation Bonds, Series 2022B, setting sale date as May 18, 2022, and approving electronic bidding procedures and distribution of Preliminary Official Statement for the sale", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-267.

107284 - Grieder/Amos

that "Resolution directing the advertisement for sale of $4,315,000.00 Taxable General Obligation Bonds, Series 2022C, setting sale date as May 18, 2022, and approving electronic bidding procedures and the distribution of the Preliminary Official Statement for the sale", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-268.

107285 - Boesen/Chiles

that "Resolution approving the Economic Development Assistance Contract with the Iowa Economic Development Authority (IEDA) and CPM Acquisition Corporation, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-269.

107286 - Boesen/Chiles

that "Resolution approving a new record request fee schedule for the Waterloo Police Department", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-270

107287 - Boesen/Chiles

that "Resolution approving Gaming Grant Agreement with the Black Hawk County Gaming Association, for a grant award in the amount of $6.5 million, in conjunction with the Transforming Gates and Byrnes Parks Project, and authorizing the Leisure Services Director to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-271.

ORDINANCES

107288 - Chiles/Amos

that "an ordinance amending the City of Waterloo Code of Ordinances by repealing Article A, City Clerk of Chapter 5, Municipal Officials, Title 1, Administration and Article B, Fire Department of Chapter 6, Municipal Departments, Title 1, Administration, and enacting in lieu thereof a new Article A, City Clerk of Chapter 5, Municipal Officials, Title 1, Administration and Article B, Fire Department of Chapter 6, Municipal Departments, Title 1, Administration", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

Forest Dillavou, 1725 Huntington Road, requested an overview of the ordinance.

Kelley Felchle, City Clerk, provided an overview of the ordinance.

107289 - Chiles/Amos

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

107290 - Chiles/Amos

that "an ordinance amending the City of Waterloo Code of Ordinances by repealing Article A, City Clerk of Chapter 5, Municipal Officials, Title 1, Administration and Article B, Fire Department of Chapter 6, Municipal Departments, Title 1, Administration, and enacting in lieu thereof a new Article A, City Clerk of Chapter 5, Municipal Officials, Title 1, Administration and Article B, Fire Department of Chapter 6, Municipal Departments, Title 1, Administration", be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Seven. Motion carried.

Ordinance adopted and upon approval by Mayor assigned Ordinance No. 5641.

107291 - Amos/Chiles

that "an ordinance amending the City of Waterloo Traffic Code by deleting Section 279, Truck and Bus Parking Prohibited, in its entirety, and inserting in lieu thereof of new Section 279, Truck and Bus Parking, to the 2020 Traffic Code as follows: No person shall park a motor truck, implement of husbandry, special mobile unit, van or other vehicle used for the carrying of freight or persons on any residential street in the city, or on the following commercial streets: Cyclone Drive, Titan Trail and Athens Drive, except when making a delivery or picking up persons or freight on said street and when doing so shall park only for a length of time reasonably necessary to perform said function", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

107292 - Amos/Chiles

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

107293 - Amos/Chiles

that "an ordinance amending the City of Waterloo Traffic Code by deleting Section 279, Truck and Bus Parking Prohibited, in its entirety, and inserting in lieu thereof of new Section 279, Truck and Bus Parking, to the 2020 Traffic Code as follows: No person shall park a motor truck, implement of husbandry, special mobile unit, van or other vehicle used for the carrying of freight or persons on any residential street in the city, or on the following commercial streets: Cyclone Drive, Titan Trail and Athens Drive, except when making a delivery or picking up persons or freight on said street and when doing so shall park only for a length of time reasonably necessary to perform said function", be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Seven. Motion carried.

Ordinance adopted and upon approval by Mayor assigned Ordinance No. 5642.

OTHER COUNCIL BUSINESS

~~# - Boesen/Amos~~

~~that a recommendation of denial of a refund request for property located at 314-320 Johnson Street, for incorrect charges for curbside garbage services, in the amount of $919.32, be received, placed on file and approved. Voice vote-Ayes: _____. Motion carried.~~

E X E C U T I V E S E S S I O N

107294 - Feuss/Chiles

that the council adjourn to Executive Session at 7:51 p.m. Roll call vote-Ayes: Seven. Motion carried.

City Attorney Martin Petersen stated that discussion of the purchase of real estate pursuant is an approved topic of Executive Session pursuant to Iowa Code Section 21.5(1)(j).

107295 - Feuss/Wilder

that the council adjourn Executive Session at 8:07 p.m. Voice vote-Ayes: Seven. Motion carried.

107296 - Feuss/Chiles

that the council adjourn to Executive Session at 8:08 p.m. Roll call vote-Ayes: Seven. 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 is an approved topic of Executive Session pursuant to Iowa Code Section 21.9 and 21.5(1)(i).

107297 - Feuss/Grieder

that the council adjourn Executive Session at 8:41 p.m. Voice vote-Ayes: Seven. Motion carried.

ADJOURNMENT

107298 - Feuss/Grieder

that the Council adjourn at 8:41 p.m. Voice vote-Ayes: Seven. Motion carried.

_____
Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Minutes of April 26, 2022 Special Session, as proposed.

City Council Meeting: 5/16/2022
Prepared:

ATTACHMENTS:

	Description	Type
🗋	4.26.2022.Special Session minutes	Backup Material

SUBJECT: Minutes of April 26, 2022 Special Session, as proposed.

Submitted by: Submitted By:

April 26, 2022

The Council of the City of Waterloo, Iowa, met in Special Session at Upper Iowa University, Waterloo Campus, 3563 University Avenue, Waterloo, Iowa, following notice published in the Waterloo Courier as provided by law, at 6:00 p.m., on Tuesday, April 26, 2022 Waterloo Mayor Quentin Hart and Cedar Falls Mayor Rob Greene in the Chair. Roll Call: Boesen, Nichols, Amos, Chiles, Grieder, Wilder and Feuss. Cedar Falls City Council members present: Kelly Dunn, Dave Sires, Dustin Ganfield, Simon Harding, Daryl Kruse, Susan deBuhr, and Gil Schultz. Absent: Susan deBuhr

- Feuss/Grieder

that the Agenda, as proposed, for the Special Session on Tuesday, April 26, 2022 , at 6:00 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

OTHER COUNCIL BUSINESS

1. Joint discussion with the City of Cedar Falls regarding changes to fireworks ordinances.

Mayor Hart and Mayor Green provided opening remarks regarding the historic nature of the two communities coming together for a joint city council meeting. They further provided remarks on the reason for bringing the two communities together to discuss the two communities' fireworks ordinances.

Mayor Hart provided an overview of the days and times that fireworks are allowed to be used in Waterloo. He noted that enforcement has been increased in the last year, along with an increase in fines. Property owners in Waterloo are also able to be fined

Mayor Rob Green of Cedar Falls provided an overview of the Cedar Falls ordinance. He noted that recreational usage is prohibited in the community outside of and listed the fines that apply for violating the ordinance. Mayor Green further noted that the State of Iowa recently changed the fireworks laws that prohibit cities from regulating zoning restrictions.

Major Joe Leibold, Waterloo Police Department, provided an overview of citations issued and calls for service over the last two years. He noted that the data shows that most people were respectful of the

Simon Harding, Cedar Falls, questioned how officers approach gathering evidence for citations. Major Leibold explained how evidence is gathered when investigating a fireworks complaint.

Simon Harding shared that he would want to change the ordinance to mirror the waterloo ord. and include public education.

Mayor Green questioned if there have been littering citations. Major Leibold shared that the officers did issue littering citations.

Mr. Boesen noted that if there are littering the next day it can become a code enforcement call. He added that landlords need to be educated on the change in the ordinance.

Nia Wilder noted that the fireworks sales individuals at crossroads put waterloo regulations in ….with each purchase so that consumers know the regulations. Joe Leibold added that the fireworks sales people were very happy to help educate customers.

Acting Police Chief Berte shared that their recommendation was to allow fireworks usage initially. He added that he really likes Waterloo's ordinance and some of the things they have done to educate people. He shared falls for service and citation statistics for Cedar Falls.

Simon Harding questioned if Waterloo is thinking about changing their ordinance.

Mayor Hart stated that we are not looking at changing the ordinance and the biggest thing is that there should be consistency and education about when to use.

Mayor Green shared that people in Cedar Falls are getting confused when they buy fireworks in Waterloo because the flyer they receive shows hours of use in Waterloo.

Mr. Amos requested an overview of fire calls for service and Chief Pat Treloar provided an overview of calls for service for the City of Waterloo. Chief John Bostwick provided an overview of calls for service for the City of Cedar Falls. Chief Treloar noted that there are injuries happening but Waterloo Fire Rescue is not transporting these calls as they are not 911 related.

Daryl Kruse cedar falls questioned if the cities should considering changing the usage based on air quality conditions.

Kelly Dunn cedar falls commented that it would be difficult to regulate based on air quality and it would be more beneficial to citizens to have similar hours of use between the two communities and focus on education and safety.

Waterloo City Council members and Cedar Falls City Council members deliberated the pros and cons of fireworks usage, public education, the impact of fireworks on people with PTSD, children and pets,

Simon Harding advocated for mirroring waterloo but if cedar falls continues to ban fireworks, they need to retool the ban to help with public education.

Mr. Feuss stated that if the state allows the use give those that want to shoot off fireworks the opportunity to do so legally.

Mr. Grieder noted that he used to support the ban but has changed his mind because he was able to see that the majority of people are respectful of the hours of usage but when the ban was in place people shot off fireworks whenever they wanted.

Mr. Nichols commented on the benefit of allowing a small window for citizens to use fireworks.

Mayor Green questioned if Waterloo has had issues with vendors selling fireworks that are banned. Major Leibold shared that he believes that vendors have been compliant. Fire Chief Treloar shared that early on Waterloo Fire did inspections but they did not find instances of vendors selling banned varieties of fireworks.

Mayor Green questioned if Waterloo has conducted stings to ensure that the stores are complying with the public education component of the ordinance. Major Leibold noted that Waterloo dedicated a Lieutenant to do weekly check-ins with all of the vendors to monitor if they are following the ordinance.

Dustin Ganfeld commented that he believes that the small window is something he can stand behind.

Simon Harding wants fine to go up to 375 allow usage, and mimic waterloo in education and increased enforcement.

Mr. Grieder commented that once people get a ticket word gets around that the city is enforcing and people comply with the law.

Mr. Feuss asked Major Leibold to speak to the zero tolerance enforcement. Major Leibold provided an overview of how zero tolerance worked in Waterloo.

Kelly Dunn stated she likes the Zero tolerance policy.

Daryl Kruse commented that landlords should not receive a ticket, it is an overreach, and they should not get a ticket for tenant's actions. Major Leibold commented that he does not believe one ticket would have been written to a landlord. Mr. Boesen questioned if the lease could be written that it is prohibited to shoot off tickets on the property. Kruse agreed that the lease could be written in such a way. He emphasized that it is an overreach to fine the landlord for the tenant's actions.

Daryl Kruse commented that there should be some teeth added to the litter cleanup aspect. He suggested that it should be required that litter be cleaned up by noon the next day.

Mayor Green questioned if the Cedar Falls city council would be amenable to adopting Waterloo's ordinance. Dave Sires thanked waterloo for doing the work of allowing people to shoot off fireworks and develop a program that works well. There was a consensus from cedar falls council members to adopt the waterloo ordinance.

ADJOURNMENT

- Feuss/Grieder

that the Council adjourn at 7:22 p.m. Voice vote-Ayes: Seven. Motion carried.

Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Proclamation declaring May 15-21, 2022 as Emergency Medical Services Week.

City Council Meeting: 5/16/2022
Prepared:

ATTACHMENTS:

	Description	Type
	EMS Week	Backup Material

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS, emergency medical service is a vital public service; and

WHEREAS, access to quality emergency medical care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical service teams consist of emergency medical physicians, emergency nurses, emergency medical technicians, paramedics, fire fighters, law enforcement, dispatchers and educators, administrators; and

WHEREAS, the members of emergency medical teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, emergency medical providers, often with little to no compensation if volunteers and occasionally at great risk to themselves, continue to provide critical and timely care and transport to those in need of their services; and

NOW, THEREFORE, BE IT RESOLVED that I, Quentin Hart, Mayor of the City of Waterloo, Iowa, do hereby proclaim the week of May 15-21, 2022, as

EMERGENCY MEDICAL SERVICES WEEK

in Waterloo, Iowa, and that we appreciate and commend our Emergency Medical Services personnel for always being "Ready for Today and Prepared for Tomorrow."

IN WITNESS WHEREOF, I hereunto have set my hand and caused the Official Seal of the City of Waterloo, Iowa to be affixed this 16th day of May 2022.

ATTEST:

CITY WATERLOO IOWA

Kelley Felchle
Kelley Felchle
City Clerk

Quentin Hart
Quentin Hart
Mayor

CITY OF WATERLOO

Council Communication

Proclamation declaring May 15-21, 2022 as National Public Works Week.

City Council Meeting: 5/16/2022
Prepared:

ATTACHMENTS:

	Description	Type
	National Public Works Week	Backup Material

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, Quentin Hart, Mayor of the City of Waterloo, Iowa, do hereby proclaim the week of May 15 – 21, 2022 as

NATIONAL PUBLIC WORKS WEEK

in the City of Waterloo, Iowa, and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Waterloo, Iowa to be affixed this 16th day of May 2022.

Attest:

Kelley Felchle
City Clerk

Quentin Hart
Mayor

CITY OF WATERLOO

Council Communication

Resolution authorizing the City Clerk to certify against certain parcels for unpaid lawn mowing, sidewalk snow removal, property cleanups, and hazardous tree removals.

City Council Meeting: 5/16/2022
Prepared: 5/2/2022

ATTACHMENTS:

Description	Type
MAY 2022 CODE ENFORCEMENT ASSESSMENTS	Backup Material

SUBJECT:	Resolution authorizing the City Clerk to certify against certain parcels for unpaid lawn mowing, sidewalk snow removal, property cleanups, and hazardous tree removals.
Submitted by:	Submitted By: Martin M. Petersen, City Attorney
Recommended Action:	Requesting Council approval to certify unpaid invoices of lawn mowing, sidewalk snow removal, property cleanups, and hazardous tree removals to the property owner's taxes through Black Hawk County for payment. They are invoices dated, January 2021 through January 2022 in the approximate amount of $90,163.81.

Expenditure Required/Source of None.
Funds:

INVOICE	CUST #	CUSTOMER	MAILING ADDRESS	CITY	ST	ZIP	INVOICE DUE DATE	PROPERTY ADDRESS	PARCEL NUMBER	BALANCE DUE-$
2022-00000121	20460	HAWKEYE PROPERTY MGE INC	3721 MCBRIDE VIEW DR	SOLON	IA	52333	11/18/2021	1139 LANGLEY	8813-02-151-148	$85.00
2022-00000338	23691	COLLEEN WALKER	132 PARK LN	WATERLOO	IA	50702	12/29/2021	132 PARK	8813-03-301-004	$118.80
2022-00000147	8754	GLENN A & ROSEMARIE ANDERKAY	316 PROSPECT BLVD	WATERLOO	IA	50701	11/20/2021	2322 SPRING VIEW	8912-19-227-001	$109.70
2022-00000243	8754	GLENN A & ROSEMARIE ANDERKAY	316 PROSPECT BLVD	WATERLOO	IA	50701	12/18/2021	2322 SPRING VIEW	8912-19-227-001	$85.00
2022-00000187	8754	GLENN A & ROSEMARIE ANDERKAY	316 PROSPECT BLVD	WATERLOO	IA	50701	11/22/2021	S OF 2322 SPRING VIEW	8912-19-227-002	$109.70
2022-00000287	8754	GLENN A & ROSEMARIE ANDERKAY	316 PROSPECT BLVD	WATERLOO	IA	50701	12/22/2021	S OF 2322 SPRING VIEW	8912-19-227-002	$146.75
2022-00000346	23014	MICHAEL HENEGHAN	624 MAXWELL ST	WATERLOO	IA	50701	12/29/2021	1003 VINE	8912-19-307-012	$116.20
2022-00000188	22066	JAMES SMITH	NO MAILING ADDRESS	NA	NA	NA	11/22/2021	E OF 801 GLENWOOD	8912-19-351-014	$85.00
2022-00000288	22066	JAMES SMITH	NO MAILING ADDRESS	NA	NA	NA	12/22/2022	E OF 801 GLENWOOD	8912-19-351-014	$146.75
2022-00000189	22066	JAMES SMITH	NO MAILING ADDRESS	NA	NA	NA	11/22/2021	S OF 914 LINDEN	8912-19-351-016	$85.00
2022-00000289	22066	JAMES SMITH	NO MAILING ADDRESS	NA	NA	NA	12/22/2022	S OF 914 LINDEN	8912-19-351-016	$85.00
2022-00000030	23614	CHRIS SPENCER	2102 CLARKVIEW DR APT 233	CHARLES CITY	IA	50616	8/28/2021	312 SKYVIEW	8912-29-276-024	$92.80
2022-00000339	23692	DAWN STONE	1235 SYLVIA AVE	WATERLOO	IA	50701	12/29/2021	2333 OSAGE	8912-29-385-007	$287.80
2022-00000127	23565	SIMMONS HOLDINGS	410 ADAMS ST	WATERLOO	IA	50703	11/18/2021	1046 INDEPENDENCE	8912-30-102-006	$99.30
2022-00000190	22850	TAMERA BIRD C/O BETTY HODGES	PO BOX 777792	HENDERSON	NV	89077	11/22/2021	E OF 1933 FRANKLIN	8912-30-106-017	$85.00
2022-00000290	22850	TAMERA BIRD C/O BETTY HODGES	PO BOX 777792	HENDERSON	NV	89077	12/22/2022	E OF 1933 FRANKLIN	8912-30-106-017	$85.00
2022-00000329	23687	HARRY SMITH	246 MADISON ST	WATERLOO	IA	50703	12/29/2021	246 MADISON	8912-30-128-010	$94.75
2022-00000149	23431	MICHAEL FLECK	705 ROBERT ST	MARSHALLTOWN	IA	50158	11/20/2021	1310 COLORADO	8912-30-128-022	$85.00
2022-00000245	23431	MICHAEL FLECK	705 ROBERT ST	MARSHALLTOWN	IA	50158	12/19/2021	1310 COLORADO	8912-30-128-022	$85.00
2022-00000048	10683	RYAN ETTEN & JOHN GREINER	5041 SOUTH FORK LN	WATERLOO	IA	50701	9/17/2021	522 ARCHER	8912-30-156-004	$211.75
2022-00000060	22114	JOHN GREINER	1262 L AVE	REINBECK	IA	50669	9/19/2021	526 ARCHER	8912-30-156-005	$352.80
2022-00000150	22779	QUICK CASH REALTY LLC	3 N WAYNE AVE	WEST HAVERSTRAW	NY	10993	11/20/2021	203 STATE	8912-30-158-007	$85.00
2022-00000246	22779	QUICK CASH REALTY LLC	3 N WAYNE AVE	WEST HAVERSTRAW	NY	10993	12/19/2021	203 STATE	8912-30-158-007	$85.00
2022-00000233	22722	MORRIS KAUFFMAN	19739 JASPER RD	LEBANON	MO	65536	12/18/2021	210 LAMONT	8912-30-380-008	$85.00
2022-00000017	11547	TOM WESLEY	NO MAILING ADDRESS	NA	NA	NA	8/21/2021	2724 LAFAYETTE	8912-30-455-005	$116.20
2022-00000140	14089	KATHLEEN INGALLS	19 ONIATARA LN	CHEROKEE VILLAGE	AR	72529	11/20/2021	642 BOSTON	8913-13-108-021	$159.75
2022-00000234	21271	KATHLEEN S INGALLS C/O KATIE INGALLS PINT	19 ONIATARA LN	CHEROKEE VILLAGE	AR	72529	12/18/2021	642 BOSTON	8913-13-108-021	$85.00
2022-00000372	23708	ANITA JOHNSON	49 E PARKER ST	WATERLOO	IA	50703	1/29/2022	49 E PARKER	8913-13-305-011	$120.75
2022-00000079	23638	BENNIE MOORE	424 LESTER ST	WATERLOO	IA	50703	9/30/2021	424 LESTER	8913-13-329-005	$90.20

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2022-00000235	15484	DM INVESTMENTS LC	1831 LARK LN	WATERLOO	IA	50701	12/18/2021	129 MOSLEY	8913-13-352-014	$85.00
2022-00000141	22183	RESIDENTIAL EQUITY PARTNERS LLC	25 CRESCENT DR #A220	PLEASANT HILL	CA	94520	11/20/2021	637 ANKENY	8913-13-352-021	$377.50
2022-00000236	22183	RESIDENTIAL EQUITY PARTNERS LLC	25 CRESCENT DR #A220	PLEASANT HILL	CA	94520	12/18/2021	637 ANKENY	8913-13-352-021	$125.30
2022-00000165	21140	JOSEPH HART	400 CHARLES ST	WATERLOO	IA	50703	11/22/2021	W OF 81 RICKER	8913-13-354-016	$220.20
2022-00000266	21140	JOSEPH HART	400 CHARLES ST	WATERLOO	IA	50703	12/22/2021	W OF 81 RICKER	8913-13-354-016	$88.25
2022-00000013	22183	RESIDENTIAL EQUITY PARTNERS LLC	25 CRESCENT DR #A220	PLEASANT HILL	CA	94520	8/21/2021	127 NEWELL	8913-13-359-016	$135.70
2022-00000142	22183	RESIDENTIAL EQUITY PARTNERS LLC	25 CRESCENT DR #A220	PLEASANT HILL	CA	94520	11/20/2021	127 NEWELL	8913-13-359-016	$103.20
2022-00000237	22183	RESIDENTIAL EQUITY PARTNERS LLC	25 CRESCENT DR #A220	PLEASANT HILL	CA	94520	12/18/2021	127 NEWELL	8913-13-359-016	$122.70
2022-00000365	22183	RESIDENTIAL EQUITY PARTNERS LLC	25 CRESCENT DR #A220	PLEASANT HILL	CA	94520	1/29/2022	127 NEWELL	8913-13-359-016	$85.00
2022-00000028	23565	SIMMONS HOLDINGS	410 ADAMS ST	WATERLOO	IA	50703	8/28/2021	514 ANKENY	8913-13-359-034	$172.75
2022-00000046	8433	PERCY BURT	1015 MOBILE ST	WATERLOO	IA	50703	9/17/2021	N OF 1825 E 4TH	8913-13-360-008	$99.30
2022-00000166	13236	JOSEPH & DEBORAH K SAILOR	NO MAILING ADDRESS	NA	NA	NA	11/22/2021	W OF 115 GABLE	8913-13-360-013	$85.00
2022-00000267	21158	JOSEPH SAILOR JR	5214 14TH AVE S	GULFPORT	FL	33707	12/22/2021	W OF 115 GABLE	8913-13-360-013	$85.00
2022-00000167	12345	ROBERTA ALEXANDER	2403 DEEP SHOALS CR	DECATUR	GA	30034	11/22/2021	N OF 642 ANKENY	8913-13-360-016	$85.00
2022-00000268	21157	ROBERTA ALEXANDER C/O ROBERTA BEY	2403 DEEP SHOALS CR	DECATUR	GA	30034	12/22/2021	N OF 642 ANKENY	8913-13-360-016	$85.00
2022-00000151	23451	ALL RESIDENTIAL SERVICES LLC	3622 LAURINA DR	CEDAR FALLS	IA	50613	11/20/2021	227 GABLE	8913-13-376-007	$85.00
2022-00000247	23451	ALL RESIDENTIAL SERVICES LLC	3622 LAURINA DR	CEDAR FALLS	IA	50613	12/19/2021	227 GABLE	8913-13-376-007	$85.00
2022-00000076	23129	ROBERT & MARY ALEXANDER	2403 DEEP SHOALS CR	DECATUR	GA	30034	9/30/2021	227 RICKER	8913-13-379-008	$105.80
2022-00000089	23639	11T IA LLC	13575 LYMAN DR	PAPILLION	NE	68138	9/27/2021	232 RICKER	8913-13-382-006	$248.80
2022-00000343	22781	RIVERSIDE INVESTMENTS LLC	PO BOX 413	CEDAR FALLS	IA	50613	12/29/2021	422 RICKER	8913-13-384-005	$85.00
2022-00000191	15615	MAXINE SCOTT	1006 PARK DR	DUNEDIN	FL	34698	11/22/2021	N OF 414 PEEK	8913-13-456-013	$85.00
2022-00000291	15615	MAXINE SCOTT	1006 PARK DR	DUNEDIN	FL	34698	12/22/2022	N OF 414 PEEK	8913-13-456-013	$85.00
2022-00000086	23639	11T IA LLC	13575 LYMAN DR	PAPILLION	NE	68138	9/27/2021	N OF 1705 MT VILLAGE	8913-14-202-018	$590.70
2022-00000043	11534	BERNADETTE M HEIT	NO MAILING ADDRESS	NA	NA	NA	9/17/2021	W OF 948 KERN	8913-14-353-022	$120.75
2022-00000168	20062	CHARLES MEINDERS	114 AMITY DR	WATERLOO	IA	50701	11/22/2021	S OF 1019 FAIRVIEW	8913-14-379-013	$85.00
2022-00000269	20062	CHARLES MEINDERS	114 AMITY DR	WATERLOO	IA	50701	12/22/2021	S OF 1019 FAIRVIEW	8913-14-379-013	$85.00
2022-00000169	14116	ROCKNEY AND CYNTHIA LESH	422 VERMONT ST	WATERLOO	IA	50701	11/22/2021	W OF 619 KERN	8913-14-381-010	$85.00
2022-00000270	14116	ROCKNEY AND CYNTHIA LESH	422 VERMONT ST	WATERLOO	IA	50701	12/22/2021	W OF 619 KERN	8913-14-381-010	$85.00
2022-00000124	23677	CLIFTON SALLIS	265 DENVER ST	WATERLOO	IA	50701	11/18/2021	1228 COLUMBIA	8913-14-426-018	$114.25

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2022-00000143	23566	CENTRELLA CURRY C/O MAGGIE E WALKER	PO BOX 290161	SAN ANTONIO	CA	78269	11/20/2021	1117 LINCOLN	8913-14-430-009	$226.70
2022-00000238	23566	CENTRELLA CURRY C/O MAGGIE E WALKER	PO BOX 290161	SAN ANTONIO	TX	78269	12/18/2021	1117 LINCOLN	8913-14-430-009	$85.00
2022-00000344	22781	RIVERSIDE INVESTMENTS LLC	PO BOX 413	CEDAR FALLS	IA	50613	12/29/2021	437 CUTLER	8913-14-432-006	$109.70
2022-00000350	23694	DEWAYNE JACOBSON	1005 COLUMBIA ST	WATERLOO	IA	50703	12/29/2021	1005 COLUMBIA	8913-14-454-019	$105.80
2022-00000078	23637	GLENN E TATE	532 DAWSON ST	WATERLOO	IA	50703	9/30/2021	532 DAWSON	8913-14-457-017	$88.25
2022-00000016	20355	ISIAH HILL	1124 10TH AVE SW	FORT DODGE	IA	50501	8/21/2021	431 DAWSON	8913-14-460-007	$85.00
2022-00000100	22460	ARTHA 3 LLC	PO BOX 401	FAIRFIELD	IA	52556	10/29/2021	W OF 436 RIEHL	8913-14-460-022	$129.20
2022-00000029	23591	JOHNTRELL HUMPHREY	314 E 6TH ST	WATERLOO	IA	50703	8/28/2021	210 KERN	8913-14-477-013	$85.00
2022-00000044	22310	KATRINA GROSS	913 DENA DR	WATERLOO	IA	50702	9/17/2021	217 REED	8913-14-481-007	$144.80
2022-00000228	15295	MIDWEST PARTNERS LLC	PO BOX 3128	LISLE	IL	60532	12/18/2021	917 BURTON	8913-15-483-012	$85.00
2022-00000093	15615	MAXINE SCOTT	1006 PARK DR	DUNEDIN	FL	34698	9/27/2021	BEHIND 221 N HACKETT	8913-17-429-020	$85.00
2022-00000056	20535	DUSTIN & KOHLE ARENDS	2406 COTTAGE ROW RD	CEDAR FALLS	IA	50613	9/19/2021	3921 MIDWAY	8913-20-452-012	$231.25
2022-00000369	20535	DUSTIN & KOHLE ARENDS	28521 325TH ST	NEW HARTFORD	IA	50660	1/29/2022	3921 MIDWAY	8913-20-452-012	$85.00
2022-00000075	20647	DOMINIC TANGEN	2501 SCENIC DR	CEDAR FALLS	IA	50613	9/30/2021	1738 FLOWER	8913-21-377-012	$85.00
2022-00000334	20647	DOMINIC TANGEN	2501 SCENIC DR	CEDAR FALLS	IA	50613	12/29/2021	1738 FLOWER	8913-21-377-012	$85.00
2022-00000360	23140	QUICK FLIPS INC	834 DOUGLAS ST	JESUP	IA	50648	1/29/2022	1226 BAUCH	8913-21-426-028	$85.00
2022-00000061	23633	CYNTHIA J FISCHER C/O KENNETH FISCHER	1737 12TH ST NW	CEDAR RAPIDS	IA	52405	9/19/2021	745 KNOLL	8913-22-335-011	$86.30
2022-00000130	20329	TIMOTHY SCHILLING	3434 TUCSON DR	CEDAR FALLS	IA	50613	11/18/2021	100 FLETCHER	8913-22-379-026	$85.00
2022-00000008	21373	LESLIE CHRISTIANSEN	428 HARTMAN AVE	WATERLOO	IA	50701	8/16/2021	428 HARTMAN	8913-22-384-012	$133.75
2022-00000091	21283	CNC INVESTMENTS L L C	5317 UNIVERSITY AVE	CEDAR FALLS	IA	50613	9/27/2021	722 CONGER	8913-23-126-016	$85.00
2022-00000171	21044	MAXINE SCOTT & FAREN JONES	1006 PARK DR	DUNEDIN	FL	34698	11/22/2021	2ND LOT W OF 217 CONGER	8913-23-230-004	$113.60
2022-00000271	21044	MAXINE SCOTT & FAREN JONES	1006 PARK DR	DUNEDIN	FL	34698	12/22/2021	2ND LOT W OF 217 CONGER	8913-23-230-004	$85.00
2022-00000172	21044	MAXINE SCOTT & FAREN JONES	1006 PARK DR	DUNEDIN	FL	34698	11/22/2021	W OF 217 CONGER	8913-23-230-005	$113.60
2022-00000272	21044	MAXINE SCOTT & FAREN JONES	1006 PARK DR	DUNEDIN	FL	34698	12/22/2021	W OF 217 CONGER	8913-23-230-005	$85.00
2022-00000335	21044	MAXINE SCOTT & FAREN JONES	1006 PARK DR	DUNEDIN	FL	34698	12/29/2021	W OF 217 CONGER	8913-23-230-005	$941.70
2022-00000173	14059	THOMAS ANDERSON	711 SHERMAN AVE	WATERLOO	IA	50703	11/22/2021	E OF 217 CONGER	8913-23-230-007	$113.60
2022-00000273	14059	THOMAS ANDERSON	711 SHERMAN AVE	WATERLOO	IA	50703	12/22/2021	E OF 217 CONGER	8913-23-230-007	$85.00
2022-00000174	10196	LEO & DOROTHY MARSH	NO MAILING ADDRESS	NA	NA	NA	11/22/2021	E OF 212 CENTER	8913-23-230-008	$85.00
2022-00000274	10196	LEO & DOROTHY MARSH	NO MAILING ADDRESS	NA	NA	NA	12/22/2021	E OF 212 CENTER	8913-23-230-008	$85.00
2022-00000144	23262	PEAK LOAN SERVICING C/O WAYNE HUGILL	5900 CANOGA AV #200	WOODLAND HILLS	CA	91367	11/20/2021	424 COLUMBIA	8913-23-235-001	$194.20
2022-00000240	23262	PEAK LOAN SERVICING C/O WAYNE HUGILL	5900 CANOGA AV #200	WOODLAND HILLS	CA	91367	12/18/2021	424 COLUMBIA	8913-23-235-001	$114.25

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2022-00000083	23144	KIEL WASHINGTON	1149 WINCHESTER LN	NORTH LIBERTY	IA	52317	9/27/2021	110 CHESTNUT	8913-23-237-027	$1,427.90
2022-00000261	23144	KIEL WASHINGTON	1149 WINCHESTER LN	NORTH LIBERTY	IA	52317	12/19/2021	110 CHESTNUT	8913-23-237-027	$85.00
2022-00000175	20062	CHARLES MEINDERS	114 AMITY DR	WATERLOO	IA	50701	11/22/2021	S OF 523 LOGAN	8913-23-281-015	$85.00
2022-00000275	20062	CHARLES MEINDERS	114 AMITY DR	WATERLOO	IA	50701	12/22/2021	S OF 523 LOGAN	8913-23-281-015	$85.00
2022-00000015	15615	MAXINE SCOTT	1006 PARK DR	DUNEDIN	FL	34698	8/21/2021	W OF 327 CRESCENT	8913-23-282-003	$85.00
2022-00000176	15615	MAXINE SCOTT	1006 PARK DR	DUNEDIN	FL	34698	11/22/2021	W OF 327 CRESCENT	8913-23-282-003	$85.00
2022-00000276	15615	MAXINE SCOTT	1006 PARK DR	DUNEDIN	FL	34698	12/22/2021	W OF 327 CRESCENT	8913-23-282-003	$85.00
2022-00000177	8357	KATRINA ROBINSON	340 GILLESPIE RD #141	MADISON	AL	35758	11/22/2021	N OF 411 LOGAN	8913-23-285-011	$85.00
2022-00000277	8357	KATRINA ROBINSON	340 GILLESPIE RD #141	MADISON	AL	35758	12/22/2021	N OF 411 LOGAN	8913-23-285-011	$85.00
2022-00000103	23659	JUAN MATAMOROS	1009 GRANT AVE	WATERLOO	IA	50702	10/29/2021	411 LOGAN	8913-23-285-012	$174.70
2022-00000178	14089	KATHLEEN INGALLS	19 ONIATARA LN	CHEROKEE VILLAGE	AR	72529	11/22/2021	W OF 154 HARRISON	8913-23-285-028	$85.00
2022-00000278	14089	KATHLEEN INGALLS	19 ONIATARA LN	CHEROKEE VILLAGE	AR	72529	12/22/2022	W OF 154 HARRISON	8913-23-285-028	$85.00
2022-00000179	12292	MAXINE ROBY	1006 PARK DR	DUNEDIN	FL	34698	11/22/2021	W OF 167 HARRISON	8913-23-288-001	$330.70
2022-00000279	12292	MAXINE ROBY	1006 PARK DR	DUNEDIN	FL	34698	12/22/2021	W OF 167 HARRISON	8913-23-288-001	$85.00
2022-00000248	23500	LIQUIDATOR LLC	PO BOX 762	DUBUQUE	IA	52004	12/19/2021	129 HARRISON	8913-23-288-011	$85.00
2022-00000180	21127	MARY E AND JERRY CAMPBELL	1009 MANSON ST	WATERLOO	IA	50703	11/22/2021	E OF 119 HARRISON	8913-23-288-013	$85.00
2022-00000280	21271	KATHLEEN INGALLS C/O MARY & JERRY CAMPBELL	19 ONIATARA LN	CHEROKEE VILLAGE	AR	72529	12/22/2021	E OF 119 HARRISON	8913-23-288-013	$85.00
2022-00000181	21178	MARY SIMON INGALLS PINT	19 ONIATARA LN	CHEROKEE VILLAGE	AR	72529	11/22/2021	2ND LOT E OF 119 HARRISON	8913-23-288-014	$85.00
2022-00000281	21178	MARY SIMON INGALLS PINT	19 ONIATARA LN	CHEROKEE VILLAGE	AR	72529	12/22/2021	2ND LOT E OF 119 HARRISON	8913-23-288-014	$85.00
2022-00000182	21271	KATHLEEN INGALLS C/O MARY K SIMONS INGALLS	19 ONIATARA LN	CHEROKEE VILLAGE	AR	72529	11/22/2021	SW CORNER LOGAN & HARRISON	8913-23-288-015	$85.00
2022-00000282	14089	KATHLEEN INGALLS	19 ONIATARA LN	CHEROKEE VILLAGE	AR	72529	12/22/2021	SW LOGAN & HARRISON	8913-23-288-015	$85.00
2022-00000183	8756	KATHLEEN SIMON INGALLS PINT	19 ONIATARA LN	CHEROKEE VILLAGE	AR	72529	11/22/2021	2ND LOT N OF 315 LOGAN	8913-23-288-016	$85.00
2022-00000283	8756	KATHLEEN SIMON INGALLS PINT	19 ONIATARA LN	CHEROKEE VILLAGE	AR	72529	12/22/2021	2ND LOT N OF 315 LOGAN	8913-23-288-016	$85.00
2022-00000184	22460	ARTHA 3 LLC	PO BOX 401	FAIRFIELD	IA	52556	11/22/2021	N OF 315 LOGAN	8913-23-288-017	$85.00
2022-00000284	22460	ARTHA 3 LLC	PO BOX 401	FAIRFIELD	IA	52556	12/22/2021	N OF 315 LOGAN	8913-23-288-017	$85.00
2022-00000004	23501	ACC 340 LLC	PO BOX 762	DUBUQUE	IA	52004	8/16/2021	315 LOGAN	8913-23-288-018	$88.25
2022-00000145	20428	TURN KEY PROPERTY SERVICES LLC C/O ROBERT BERG TRUST	3093 ROCKY RD	WATERLOO	IA	50704	11/20/2021	51 MULBERRY	8913-23-428-013	$809.75
2022-00000241	20428	TURN KEY PROPERTY SERVICES LLC C/O ROBERT BERG TRUST	3093 ROCKY RD	WATERLOO	IA	50704	12/18/2021	51 MULBERRY	8913-23-428-013	$85.00

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2022-00000034	22667	MATTHEW AND SAMANTHA POTTER	418 OAK AVE	WATERLOO	IA	50703	8/28/2021	418 OAK	8913-23-428-019	$155.20
2022-00000118	14091	DWAYNE EILERS II	PO BOX 583	WATERLOO	IA	50704	11/18/2021	418 OAK	8913-23-428-019	$99.30
2022-00000032	23587	LAURA ANDERSEN	79 MULBERRY ST	WATERLOO	IA	50703	8/28/2021	79 MULBERRY	8913-23-431-008	$101.25
2022-00000185	8741	KENNETH LOFSTUEN	1310 HAWTHORNE DR	CEDAR FALLS	IA	50613	11/22/2021	SE LAFAYETTE & THOMPSON	8913-23-434-001	$85.00
2022-00000285	8741	KENNETH LOFSTUEN	1310 HAWTHORNE DR	CEDAR FALLS	IA	50613	12/22/2021	SE LAFAYETTE & THOMPSON	8913-23-434-001	$85.00
2022-00000033	23616	FK IT LLC C/O WILLIAM FROST	622 LAKESIDE ST	WATERLOO	IA	50703	8/28/2021	W OF 76 MULBERRY	8913-23-435-001	$151.30
2022-00000045	22095	C AND C ASSETS LLC	PO BOX 1805	NEW PORT RICHEY	FL	34656	9/17/2021	321 E 2ND	8913-23-478-007	$120.75
2022-00000012	22209	GBM PROPERTY MANAGEMENT L L C	PO BOX 654	CEDAR FALLS	IA	50613	8/21/2021	121 QUINCY	8913-24-103-015	$86.30
2022-00000192	11986	JOLANTA BANKOWSKA	750 OAKLAND AVE APT 202	OAKLAND	CA	94611	11/22/2021	W OF 326 NEWELL	8913-24-127-004	$85.00
2022-00000292	11986	JOLANTA BANKOWSKA	750 OAKLAND AVE APT 202	OAKLAND	CA	94611	12/22/2022	W OF 326 NEWELL	8913-24-127-004	$85.00
2022-00000152	15067	MINGO ENTERPRISES LLC	10611 SPARROW LANDING WY	ORLANDO	FL	32832	11/20/2021	425 WEBSTER	8913-24-130-018	$85.00
2022-00000249	15067	MINGO ENTERPRISES LLC	10611 SPARROW LANDING WY	ORLANDO	FL	32832	12/19/2021	425 WEBSTER	8913-24-130-018	$131.80
2022-00000193	20015	PAMELA NEWMAN	6512 ATTALA RD #467	SALLIS	MS	39160	11/22/2021	1ST LOT E OF 312 WEBSTER	8913-24-132-003	$85.00
2022-00000293	20015	PAMELA NEWMAN	6512 ATTALA RD #467	SALLIS	MS	39160	12/22/2021	1ST LOT E OF 312 WEBSTER	8913-24-132-003	$85.00
2022-00000194	20015	PAMELA NEWMAN	6512 ATTALA RD #467	SALLIS	MS	39160	11/22/2021	2ND LOT E OF 312 WEBSTER	8913-24-132-004	$85.00
2022-00000294	20015	PAMELA NEWMAN	6512 ATTALA RD #467	SALLIS	MS	39160	12/22/2021	2ND LOT E OF 312 WEBSTER	8913-24-132-004	$85.00
2022-00000195	20015	PAMELA NEWMAN	6512 ATTALA RD #467	SALLIS	MS	39160	11/22/2021	3RD LOT E OF 312 WEBSTER	8913-24-132-005	$85.00
2022-00000295	20015	PAMELA NEWMAN	6512 ATTALA RD #467	SALLIS	MS	39160	12/22/2021	3RD LOT E OF 312 WEBSTER	8913-24-132-005	$85.00
2022-00000196	23476	MARY ALLEN WILDER	NO MAILING ADDRESS	NA	NA	NA	11/22/2021	N OF 623 N BARCLAY	8913-24-132-013	$85.00
2022-00000296	23476	MARY ALLEN WILDER	NO MAILING ADDRESS	NA	NA	NA	12/22/2021	N OF 623 N BARCLAY	8913-24-132-013	$85.00
2022-00000153	22311	MARY ROBINSON	111 SOUTH ST	WATERLOO	IA	50701	11/20/2021	623 N BARCLAY	8913-24-132-014	$85.00
2022-00000250	22311	MARY ROBINSON	111 SOUTH ST	WATERLOO	IA	50701	12/19/2021	623 N BARCLAY	8913-24-132-014	$85.00
2022-00000074	23207	WILLIE & MARY WILDER	14400 JOHN BECK DR	CHARLOTTE	NC	28273	9/30/2021	S OF 623 N BARCLAY	8913-24-132-015	$181.20
2022-00000197	23207	WILLIE & MARY WILDER	14400 JOHN BECK DR	CHARLOTTE	NC	28273	11/22/2021	S OF 623 N BARCLAY	8913-24-132-015	$85.00
2022-00000297	23207	WILLIE & MARY WILDER	14400 JOHN BECK DR	CHARLOTTE	NC	28273	12/22/2021	S OF 623 N BARCLAY	8913-24-132-015	$85.00
2022-00000341	23207	WILLIE & MARY WILDER	14400 JOHN BECK DR	CHARLOTTE	NC	28273	12/29/2021	NW N BARCLAY & ADAMS	8913-24-132-015	$291.70

INVOICE	CUST #	CUSTOMER	MAILING ADDRESS	CITY	ST	ZIP	INVOICE DUE DATE	PROPERTY ADDRESS	PARCEL NUMBER	BALANCE DUE-$
2022-00000298	15615	MAXINE SCOTT	1006 PARK DR	DUNEDIN	FL	34698	12/22/2021	SW ADAMS & N BARCLAY	8913-24-134-015	$85.00
2022-00000146	20352	SCOTT JORDAN	PO BOX 1257	WATERLOO	IA	50704	11/20/2021	526 LOGAN	8913-24-152-001	$85.00
2022-00000242	20352	SCOTT JORDAN	PO BOX 1257	WATERLOO	IA	50704	12/18/2021	526 LOGAN	8913-24-152-001	$85.00
2022-00000186	20062	CHARLES MEINDERS	114 AMITY DR	WATERLOO	IA	50701	11/22/2021	N OF 516 IOWA	8913-24-159-006	$85.00
2022-00000286	20062	CHARLES MEINDERS	114 AMITY DR	WATERLOO	IA	50701	12/22/2021	N OF 516 IOWA	8913-24-159-006	$85.00
2022-00000299	21044	MAXINE SCOTT & FAREN JONES	1006 PARK DR	DUNEDIN	FL	34698	12/22/2021	S CORNER 4TH & COTTAGE	8913-24-176-001	$85.00
2022-00000198	9416	IMOGENE MARIE JONES SHARPE PHILLIPS	275 ENGLE ST #35	ENGLEWOOD	NJ	07631-2413	11/22/2021	SW CORNER LINN & COTTAGE	8913-24-176-006	$85.00
2022-00000300	9416	IMOGENE MARIE JONES SHARPE PHILLIPS	275 ENGLE ST #35	ENGLEWOOD	NJ	07631-2413	12/22/2021	SW CORNER LINN & COTTAGE	8913-24-176-006	$85.00
2022-00000199	22782	LAWANA CREIGHTON	1659 W GILBERT DR	EVANSDALE	IA	50707	11/22/2021	N OF 1228 E 4TH	8913-24-176-019	$85.00
2022-00000301	22782	LAWANA CREIGHTON	1659 W GILBERT DR	EVANSDALE	IA	50707	12/22/2021	N OF 1228 E 4TH	8913-24-176-019	$85.00
2022-00000200	8305	IOWA ACQUISITIONS LLC	9588 E PINNACLE PEAK RD	SCOTTSDALE	AZ	85255	11/22/2021	ACR FROM 316 MANSON	8913-24-177-011	$85.00
2022-00000302	8305	IOWA ACQUISITIONS LLC	95888 E PINNACLE PEAK RD	SCOTTSDALE	AZ	85255	12/22/2021	ACR FROM 316 MANSON	8913-24-177-011	$85.00
2022-00000201	14573	INVESTORS ADVAN CAP FUND I LLC C/O MY OWN HOME	31121 HAWK AVE #C	CONRAD	IA	50621	11/22/2021	E OF 218 SUMNER	8913-24-180-004	$85.00
2022-00000303	14573	INVESTORS ADVAN CAP FUND I LLC C/O MY OWN HOME	31121 HAWK AVE #C	CONRAD	IA	50621	12/22/2021	E OF 218 SUMNER	8913-24-180-004	$85.00
2022-00000202	11229	ROSEMARY JEFFERSON	610 E 4TH ST #72	WATERLOO	IA	50703	11/22/2021	W OF 117 ONEIDA	8913-24-180-017	$85.00
2022-00000304	11229	ROSEMARY JEFFERSON	610 E 4TH ST #72	WATERLOO	IA	50703	12/23/2021	W OF 117 ONEIDA	8913-24-180-017	$85.00
2022-00000203	22183	RESIDENTIAL EQUITY PARTNERS LLC	25 CRESCENT DR #A220	PLEASANT HILL	CA	94520	11/25/2021	2ND LOT W OF 117 ONEIDA	8913-24-180-018	$85.00
2022-00000305	22183	RESIDENTIAL EQUITY PARTNERS LLC	25 CRESCENT DR #A220	PLEASANT HILL	CA	94520	12/23/2021	2ND LOT W OF 117 ONEIDA	8913-24-180-018	$85.00
2022-00000204	15615	MAXINE SCOTT	1006 PARK DR	DUNEDIN	FL	34698	11/25/2021	ACR FROM 215 ONEIDA	8913-24-183-005	$85.00
2022-00000306	21044	MAXINE SCOTT & FAREN JONES	1006 PARK DR	DUNEDIN	FL	34698	12/23/2021	ACR FROM 215 ONEIDA	8913-24-183-005	$85.00
2022-00000205	20466	TROG BROTHERS LLC	1236 HUMMINGBIRD CR	WATERLOO	IA	50702	11/25/2021	W OF 208 SALISBURY	8913-24-184-001	$85.00
2022-00000307	20466	TROG BROTHERS LLC	1236 HUMMINGBIRD CR	WATERLOO	IA	50702	12/23/2021	W OF 208 SALISBURY	8913-24-184-001	$85.00
2022-00000206	20035	MALISSA WILLIAMS C/O EDDIE B JONES	1310 E 4TH ST	WATERLOO	IA	50703	11/25/2021	W OF 218 SALISBURY	8913-24-184-006	$85.00
2022-00000308	20035	MALISSA WILLIAMS C/O EDDIE B JONES	1310 E 4TH ST	WATERLOO	IA	50703	12/23/2021	W OF 218 SALISBURY	8913-24-184-006	$85.00
2022-00000129	22888	END OF THE ROAD LLC	13575 LYMAN DR	OMAHA	NE	68138	11/18/2021	218 SALISBURY	8913-24-184-007	$131.80
2022-00000260	22888	END OF THE ROAD LLC	13575 LYMAN DR	OMAHA	NE	68138	12/19/2021	218 SALISBURY	8913-24-184-007	$85.00
2022-00000207	20035	MALISSA WILLIAMS C/O EDDIE B JONES	1310 E 4TH ST	WATERLOO	IA	50703	11/25/2021	E OF 218 SALISBURY	8913-24-184-008	$85.00

INVOICE	CUST #	CUSTOMER	MAILING ADDRESS	CITY	ST	ZIP	INVOICE DUE DATE	PROPERTY ADDRESS	PARCEL NUMBER	BALANCE DUE-$
2022-00000309	20035	MALISSA WILLIAMS C/O EDDIE B JONES	1310 E 4TH ST	WATERLOO	IA	50703	12/23/2021	E OF 218 SALISBURY	8913-24-184-008	$85.00
2022-00000370	14573	INVESTORS ADVAN CAP FUND I LLC C/O MY OWN HOME	31121 HAWK AVE #C	CONRAD	IA	50621	1/29/2022	W OF 142 N BARCLAY	8913-24-184-010	$85.00
2022-00000342	12292	MAXINE ROBY	1006 PARK DR	DUNEDIN	FL	34698	12/29/2021	W OF 138 N BARCLAY	8913-24-184-011	$85.00
2022-00000367	14573	INVESTORS ADVAN CAP FUND I LLC C/O MY OWN HOME	31121 HAWK AVE #C	CONRAD	IA	50621	1/29/2022	SW LOT OF 138 N BARCLAY	8913-24-184-012	$85.00
2022-00000208	14359	IISHA JONES	NO MAILING ADDRESS	NA	NA	NA	11/25/2021	1ST LOT QUINCY & HEWITT	8913-24-202-009	$85.00
2022-00000310	14359	IISHA JONES	NO MAILING ADDRESS	NA	NA	NA	12/23/2021	1ST LOT QUINCY & HEWITT	8913-24-202-009	$85.00
2022-00000209	14359	IISHA JONES	NO MAILING ADDRESS	NA	NA	NA	11/25/2021	2ND LOT QUINCY & HEWITT	8913-24-202-010	$85.00
2022-00000311	14359	IISHA JONES	NO MAILING ADDRESS	NA	NA	NA	12/23/2021	2ND LOT QUINCY & HEWITT	8913-24-202-010	$85.00
2022-00000210	21044	MAXINE SCOTT & FAREN JONES	1006 PARK DR	DUNEDIN	FL	34698	11/25/2021	2ND LOT W OF 629 QUINCY	8913-24-202-013	$85.00
2022-00000312	21044	MAXINE SCOTT & FAREN JONES	1006 PARK DR	DUNEDIN	FL	34698	12/23/2021	2ND LOT W OF 629 QUINCY	8913-24-202-013	$85.00
2022-00000211	12292	MAXINE ROBY	1006 PARK DR	DUNEDIN	FL	34698	11/25/2021	3RD LOT W OF 629 QUINCY	8913-24-202-014	$85.00
2022-00000313	12292	MAXINE ROBY	1006 PARK DR	DUNEDIN	FL	34698	12/23/2021	3RD LOT W OF 629 QUINCY	8913-24-202-014	$85.00
2022-00000212	13622	LEAH BORGREN	14 HOWARD GNESEN RD	DULUTH	MN	55811	11/25/2021	S OF 119 PEEK	8913-24-207-005	$85.00
2022-00000314	13622	LEAH BORGREN	14 HOWARD GNESEN RD	DULUTH	MN	55811	12/23/2021	S OF 119 PEEK	8913-24-207-005	$85.00
2022-00000324	22311	MARY ROBINSON	111 SOUTH ST	WATERLOO	IA	50701	12/23/2021	NE N BARCLAY & ADAMS	8913-24-207-009	$85.00
2022-00000155	23679	RODNEY & CAROLYN GREEN	12643 S AVE	DIKE	IA	50624	11/20/2021	714 WEBSTER	8913-24-209-003	$85.00
2022-00000251	20210	CAROLYN & RODNEY GREEN	525 FISHERS RD	BRYN MAWR	PA	19010	12/19/2021	714 WEBSTER	8913-24-209-003	$85.00
2022-00000213	22460	ARTHA 3 LLC	PO BOX 401	FAIRFIELD	IA	52556	11/25/2021	E OF 502 COTTAGE	8913-24-251-002	$85.00
2022-00000315	22460	ARTHA 3 LLC	PO BOX 401	FAIRFIELD	IA	52556	12/23/2021	E OF 502 COTTAGE	8913-24-251-002	$85.00
2022-00000332	23009	AFRO AMER COMM BROADCASTING INC	PO BOX 1526	WATERLOO	IA	50704	12/29/2021	SW JACKSON & COTTAGE	8913-24-251-006	$94.75
2022-00000214	14059	THOMAS ANDERSON	711 SHERMAN AVE	WATERLOO	IA	50703	11/25/2021	E OF 403 SUMNER	8913-24-251-011	$85.00
2022-00000316	14059	THOMAS ANDERSON	711 SHERMAN AVE	WATERLOO	IA	50703	12/23/2021	E OF 403 SUMNER	8913-24-251-011	$85.00
2022-00000215	22803	KATEEA SCOTT	477 OAKWOOD MANOR DR	STOCKBRIDGE	GA	30281	11/25/2021	E OF 413 ONEIDA	8913-24-255-017	$85.00
2022-00000317	22803	KATEEA SCOTT	477 OAKWOOD MANOR DR	STOCKBRIDGE	GA	30281	12/23/2021	E OF 413 ONEIDA	8913-24-255-017	$85.00
2022-00000092	13606	TORYA & MARTY HART	324 COLUMBIA ST	WATERLOO	IA	50703	9/27/2021	W OF 510 ONEIDA	8913-24-259-002	$125.30

INVOICE	CUST #	CUSTOMER	MAILING ADDRESS	CITY	ST	ZIP	INVOICE DUE DATE	PROPERTY ADDRESS	PARCEL NUMBER	BALANCE DUE-$
2022-00000216	13606	TORYA & MARTY HART	324 COLUMBIA ST	WATERLOO	IA	50703	11/25/2021	W OF 510 ONEIDA	8913-24-259-002	$85.00
2022-00000318	13606	TORYA & MARTY HART	324 COLUMBIA ST	WATERLOO	IA	50703	12/23/2021	W OF 510 ONEIDA	8913-24-259-002	$85.00
2022-00000217	23010	JONATHAN JAMES	294 MEANDER DR	BULLHEAD CITY	AZ	86442	11/25/2021	S OF 346 HALSTEAD	8913-24-259-034	$85.00
2022-00000319	23010	JONATHAN JAMES	294 MEANDER DR	BULLHEAD CITY	AZ	86442	12/23/2021	S OF 346 HALSTEAD	8913-24-259-034	$85.00
2022-00000356	23697	BRIAN ADAMS	730 W AIRLINE HWY	WATERLOO	IA	50703	12/29/2021	512 ALMOND	8913-24-307-003	$127.25
2022-00000363	22940	CENTRAL PROPERTY HOLDINGS LLC	PO BOX 4236	WATERLOO	IA	50704	1/29/2022	NW OF E 2ND AND FRANKLIN	8913-24-308-035	$909.20
2022-00000361	23610	MJ WATERLOO LLC	3130 FINLEY RD STE 510 A	DOWNERS GROVE	IL	60515	1/29/2022	213 MULBERRY	8913-24-311-014	$959.25
2022-00000218	14864	DANIEL OLIVER	NO MAILING ADDRESS	NA	NA	NA	11/25/2021	S OF 914 MOBILE	8913-24-426-002	$85.00
~~2022-00000320~~	~~14864~~	~~DANIEL OLIVER~~	~~NO MAILING ADDRESS~~	~~NA~~	~~NA~~	~~NA~~	~~12/23/2021~~	~~S OF 914 MOBILE~~	~~8913-24-426-002~~	~~$103.20~~
2022-00000219	8293	THOMAS GERALD GOFF	PO BOX 690093	MAKAWELI	HI	96769	11/25/2021	E OF 717 GLENWOOD	8913-24-476-010	$270.25
2022-00000321	8293	THOMAS GOFF	PO BOX 690093	MAKAWELI	HI	96769	12/23/2021	E OF 717 GLENWOOD	8913-24-476-010	$85.00
2022-00000062	14969	PAUL WIELAND	8936 S MACKINAC TRAIL	SAULT SAINTE MAR	MI	49783	9/19/2021	ACR FROM 724 VINTON	8913-24-479-009	$166.25
2022-00000220	22066	JAMES SMITH	NO MAILING ADDRESS	NA	NA	NA	11/25/2021	N OF 847 LINDEN	8913-24-483-002	$248.80
2022-00000322	22066	JAMES SMITH	NO MAILING ADDRESS	NA	NA	NA	12/23/2021	N OF 847 LINDEN	8913-24-483-002	$85.00
2022-00000042	23627	JEREMIAH JACOBSON C/O CLEAR TRUST INVESTMENT PROPERTIES LLC	4941 SCENIC DR	WATERLOO	IA	50701	9/17/2021	415 E 8TH	8913-25-127-006	$146.75
2022-00000366	14281	DORIS RUFFRIDGE	204 E 7TH ST	WATERLOO	IA	50703	1/29/2022	923 SYCAMORE	8913-25-133-011	$85.00
2022-00000157	21936	IHH BIG 12 FOUR GUYS LLC	6841 VIRGINIA PW SUITE 103-108	MC KINNEY	TX	75071	11/20/2021	418-420 COURTLAND	8913-25-208-003	$85.00
2022-00000254	23148	QUICK CONSTRUCTION COMPANY LLC C/O IHH BIG 12 FOUR GUYS LLC	217 BATES ST	WATERLOO	IA	50703	12/19/2021	418-420 COURTLAND	8913-25-208-003	$85.00
2022-00000221	15615	MAXINE SCOTT	1006 PARK DR	DUNEDIN	FL	34698	11/25/2021	E OF 418-420 COURTLAND	8913-25-208-004	$85.00
2022-00000323	21044	MAXINE SCOTT & FAREN JONES	1006 PARK DR	DUNEDIN	FL	34698	12/23/2021	E OF 418-420 COURTLAND	8913-25-208-004	$85.00
2022-00000340	22736	PERCY & PHYLLIS BURT	1015 MOBILE ST	WATERLOO	IA	50703	12/29/2021	NE ELM & FRANKLIN	8913-25-212-014	$85.65
2022-00000158	23464	RONALD WOOD	229 CLAY ST	WATERLOO	IA	50703	11/20/2021	506 ELM	8913-25-212-015	$85.00
2022-00000255	23464	RONALD WOOD	229 CLAY ST	WATERLOO	IA	50703	12/19/2021	506 ELM	8913-25-212-015	$166.25
2022-00000159	22888	END OF THE ROAD LLC	13575 LYMAN DR	OMAHA	NE	68138	11/20/2021	715 FOWLER	8913-25-231-008	$92.80
2022-00000256	22888	END OF THE ROAD LLC	13575 LYMAN DR	OMAHA	NE	68138	12/19/2021	715 FOWLER	8913-25-231-008	$96.70
2022-00000064	22827	DONNA SMITH	3411 KENNEDY LN	WATERLOO	IA	50701	9/19/2021	1721 FRANKLIN	8913-25-234-010	$120.75
2022-00000257	22827	DONNA SMITH	3411 KENNEDY LN	WATERLOO	IA	50701	12/19/2021	1721 FRANKLIN	8913-25-234-010	$85.00
2022-00000160	21133	KSBT INVESTMENTS LLC	PO BOX 223	ONALASKA	WI	54650	11/20/2021	1424 FRANKLIN	8913-25-252-006	$85.00
2022-00000258	21133	KSBT INVESTMENTS LLC C/O JOHN & BECKY HOLTZ	PO BOX 223	ONALASKA	WI	54650	12/19/2021	1424 FRANKLIN	8913-25-252-006	$298.20
2022-00000161	22742	FORESTINE MONGOMERY	315 WALNUT ST APT #313	WATERLOO	IA	50703	11/20/2021	402 ELM	8913-25-253-007	$85.00
2022-00000259	22742	FORESTINE MONGOMERY	315 WALNUT ST APT #313	WATERLOO	IA	50703	12/19/2021	402 ELM	8913-25-253-007	$213.70

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2022-00000113	10199	ALDREIAS CAMPBELL	1602 LAFAYETTE ST	WATERLOO	IA	50703	11/18/2021	1602 LAFAYETTE	8913-25-283-001	$85.00
2022-00000073	20722	AUTO PROS LLC	2700 N SHORE DR UNIT 10B	CLEAR LAKE	IA	50428	9/30/2021	1671 SYCAMORE	8913-25-283-013	$85.00
2022-00000354	22781	RIVERSIDE INVESTMENTS LLC	PO BOX 413	CEDAR FALLS	IA	50613	12/29/2021	1115 SOUTH	8913-25-307-045	$129.20
2022-00000132	10828	PAUL HANSEN	1318 HAMMOND AVE	WATERLOO	IA	50702	11/20/2021	610 W 11TH	8913-25-353-008	$101.25
2022-00000223	10828	PAUL HANSEN	1318 HAMMOND AVE	WATERLOO	IA	50702	12/18/2021	610 W 11TH	8913-25-353-008	$94.75
2022-00000095	12457	SANDRA PONDER	607 HART AVE	DES MOINES	IA	50615	9/27/2021	1414 GRANT	8913-25-355-004	$133.75
2022-00000071	22888	END OF THE ROAD LLC	13575 LYMAN DR	OMAHA	NE	68138	9/30/2021	406 RANDALL	8913-26-107-008	$85.00
2022-00000102	22888	END OF THE ROAD LLC	13575 LYMAN DR	OMAHA	NE	68138	10/29/2021	406 RANDALL	8913-26-107-008	$467.20
2022-00000022	23537	PAUL LUCAS	84 WILSON AVE SW	CEDAR RAPIDS	IA	52404	8/21/2021	208 SUNNYSIDE	8913-26-108-007	$118.80
2022-00000059	23537	PAUL LUCAS	84 WILSON AVE SW	CEDAR RAPIDS	IA	52404	9/19/2021	208 SUNNYSIDE	8913-26-108-007	$85.00
2022-00000263	21740	SCOTT AND MICHELLE HAMBLY	2612 E QUARRY RD	WATERLOO	IA	50701	12/22/2021	SW NORIMER & RANDALL	8913-26-151-007	$85.00
2022-00000131	10683	RYAN ETTEN & JOHN GREINER	5041 SOUTH FORK LN	WATERLOO	IA	50701	11/18/2021	210 NORIMER	8913-26-155-012	$85.00
2022-00000337	10683	RYAN ETTEN & JOHN GREINER	5041 SOUTH FORK LN	WATERLOO	IA	50701	12/29/2021	210 NORIMER	8913-26-155-012	$85.00
2022-00000374	20507	THOMPSON PROP AND MNGT CO L L C	PO BOX 316	JANESVILLE	IA	50647	1/29/2022	410 OAKLAWN	8913-26-157-007	$85.00
2022-00000134	23013	NATHAN GRAU	1189 183RD ST	JESUP	IA	50648	11/20/2021	110 LOCUST	8913-26-160-021	$85.00
2022-00000226	23013	NATHAN GRAU	1189 183RD ST	JESUP	IA	50648	12/18/2021	110 LOCUST	8913-26-160-021	$85.00
2022-00000135	23197	REVELATIONS INVESTMENTS LLC	3103 BIG WOODS RD	CEDAR FALLS	IA	50613	11/20/2021	617 W 1ST	8913-26-178-016	$85.00
2022-00000227	23197	REVELATIONS INVESTMENTS LLC	3103 BIG WOODS RD	CEDAR FALLS	IA	50613	12/18/2021	617 W 1ST	8913-26-178-016	$85.00
2022-00000163	20428	TURN KEY PROPERTY SERVICES LLC	3093 ROCKY RD	WATERLOO	IA	50701	11/22/2021	W OF 214 SOUTH	8913-26-178-020	$90.20
2022-00000264	20428	TURN KEY PROPERTY SERVICES LLC	3093 ROCKY RD	WATERLOO	IA	50701	12/22/2021	W OF 214 SOUTH	8913-26-178-020	$85.00
2022-00000371	23707	SAMANTHA HARRINGTON	119 LOCUST ST	WATERLOO	IA	50701	1/29/2022	119 LOCUST	8913-26-181-012	$109.70
2022-00000136	23471	SCOTT MONROE	W8416 FOX RD	OXFORD	WI	53953	11/20/2021	419 WELLINGTON	8913-26-255-021	$85.00
2022-00000229	23471	SCOTT MONROE	W8416 FOX RD	OXFORD	WI	53952	12/18/2021	419 WELLINGTON	8913-26-255-021	$85.00
2022-00000164	23442	AMERICANS FOR INDEPENDENT LIVING	904 W 4TH ST	WATERLOO	IA	50702	11/22/2021	E OF 258 WESTERN	8913-26-301-017	$168.20
2022-00000265	23442	AMERICANS FOR INDEPENDENT LIVING	904 W 4TH ST	WATERLOO	IA	50702	12/22/2021	E OF 258 WESTERN	8913-26-301-017	$85.00
2022-00000053	22620	QUALITY CONCRETE CONSTRUCTION	1930 HAWTHORNE AVE APT #1	WATERLOO	IA	50702	9/19/2021	1202 W 2ND	8913-26-303-013	$85.00
2022-00000137	23425	SELECT PORTFOLIO SERVICING INC C/O RICHARD GIBSON	1123 PARK VIEW DR	COVINA	CA	91724	11/20/2021	1027 W 3RD	8913-26-329-020	$170.80

INVOICE	CUST #	CUSTOMER	MAILING ADDRESS	CITY	ST	ZIP	INVOICE DUE DATE	PROPERTY ADDRESS	PARCEL NUMBER	BALANCE DUE-$
2022-00000230	23425	SELECT PORTFOLIO SERVICING INC C/O RICHARD GIBSON	1123 PARK VIEW DR	COVINA	CA	91724	12/18/2021	1027 W 3RD	8913-26-329-020	$85.00
2022-00000331	23689	DANIEL LIU	1418 W 4TH ST	WATERLOO	IA	50702	12/29/2021	1418 W 4TH	8913-26-355-012	$107.75
2022-00000231	23434	ELIZABETH HILDEBRAND	122 KINGSLEY AVE	WATERLOO	IA	50701	12/18/2021	122 KINGSLEY	8913-26-356-011	$85.00
2022-000000162	14891	SUPERIOR 6 LLC	NO MAILING ADDRESS	NA	NA	NA	11/22/2021	N OF 623 W 8TH	8913-26-432-020	$85.00
2022-00000262	14891	SUPERIOR 6 LLC	NO MAILING ADDRESS	NA	NA	NA	12/22/2022	N OF 623 W 8TH	8913-26-432-020	$85.00
2022-00000357	23076	METRO INVESTMENTS EAST LLC	2117 FALLS AVE	WATERLOO	IA	50701	12/29/2021	METRO INVESTMENTS EAST LLC	8913-26-459-003	$85.00
2022-00000036	23617	KYLE FOST	1341 MAGNOLIA PW	WATERLOO	IA	50701	8/28/2021	1341 MAGNOLIA	8913-27-108-023	$85.00
2022-00000364	23617	KYLE FROST	1341 MAGNOLIA PW	WATERLOO	IA	50701	1/29/2022	1341 MAGNOLIA	8913-27-108-023	$85.00
2022-00000105	23661	ROGER STEWART	1225 WALLGATE AVE	WATERLOO	IA	50701	10/29/2021	1225 WALLGATE	8913-27-129-014	$133.75
2022-00000104	23660	KEELY HICKMAN C/O CLIFTON R SMITH	923 HOME PARK BLVD	WATERLOO	IA	50701	10/29/2021	923 HOME PARK	8913-27-383-004	$85.00
2022-00000139	22958	GREGORY & CONNIE LAMPHIER	9024 GLENBROOK RD	HAMMONDSPORT	NY	14840	11/20/2021	219 REBER	8913-27-478-003	$85.00
2022-00000232	22958	GREGORY & CONNIE LAMPHIER	9024 GLENBROOK RD	HAMMONDSPORT	NY	14840	12/18/2021	219 REBER	8913-27-478-003	$96.70
2022-00000375	22306	LDN PROPERTIES L L C	PO BOX 2094	WATERLOO	IA	50704	1/29/2022	1208 SCOTT	8913-28-104-003	$109.70
2022-00000353	12456	NERMIN & MANUELLA OKANOVIC	648 SHERIDAN RD	WATERLOO	IA	50701	12/29/2021	910 FOREST	8913-35-208-002	$96.70
2022-00000082	22236	SVS INVESTMENTS LLC	210 CORDUROY DR	CEDAR FALLS	IA	50613	9/30/2021	1154 WILLISTON	8913-35-226-012	$86.30
2022-00000101	23372	JOHN WEIRES	1216 1/2 MITCHELL AVE	WATERLOO	IA	50702	10/29/2021	1216 1/2 E MITCHELL	8913-35-428-003	$131.80
2022-00000026	23613	BLUE LOT 1 LLC	774 MAYS BLVD STE 10-331	INCLINE VILLAGE	NV	89451	8/28/2021	1524 WILLISTON	8913-36-101-010	$85.00
2022-00000109	22342	MICHELLE CHASE	1626 HAWTHORNE AV	WATERLOO	IA	50702	10/29/2021	1626 HAWTHORNE	8913-36-133-006	$85.00
2022-00000099	22359	JEFFREY ENGSTROM	1415 LIBERTY AVE	WATERLOO	IA	50702	10/29/2021	1415 LIBERTY	8913-36-153-017	$85.00
2022-00000066	23479	EVA MARISCAL	475 E ERIE ST D	CHANDLER	AZ	85225	9/19/2021	1820 FOREST	8913-36-206-005	$131.80
2022-00000122	23311	ADELINE CALIFF	1800 COMMERCIAL ST	WATERLOO	IA	50702	11/18/2021	1709 E RIDGEWAY	8913-36-383-021	$118.80
										$34,080.00

INVOICE	CUST #	CUSTOMER	MAILING ADDRESS	CITY	ST	ZIP	INVOICE DUE DATE	PROPERTY ADDRESS	PARCEL NUMBER	BALANCE DUE-$
2022-00000025	23681	APRIL NELSEN	4231 CHICO DR	WATERLOO	IA	50702	11/26/2021	4231 CHICO	8812-17-151-026	$ 146.79
2021-00000021	23415	DEANN WANIOREK	1342 NEWELL ST	WATERLOO	IA	50703	3/19/2021	1342 NEWELL	8912-19-101-003	$ 4,353.88
2022-00000035	23684	DWAYNE VOSS	806 FOWLER ST	WATERLOO	IA	50703	11/26/2021	806 FOWLER	8912-30-106-002	$ 248.31
2022-00000062	23431	MICHAEL FLECK	705 ROBERT ST	MARSHALLTOWN	IA	50158	1/17/2022	1310 COLORADO	8912-30-128-022	$ 353.96
2021-00000036	23590	MICHELLE A AHLES	1506 SHULTZ ST	WATERLOO	IA	50707	7/8/2021	1541 HYPERION	8913-10-327-006	$ 189.75
2022-00000050	22209	GBM PROPERTY MANAGEMENT L L C	PO BOX 654	CEDAR FALLS	IA	50613	1/15/2022	117 SHERMAN	8913-13-306-010	$ 250.15
2022-00000043	23704	GEORGE DAMME	621 DAWSON ST	WATERLOO	IA	50703	1/15/2022	621 DAWSON	8913-14-383-009	$ 487.94
2022-00000003	22875	BIERMAN HOLDINGS L L C	1011 FOX RD	JESUP	IA	50648	8/27/2021	617 DAWSON	8913-14-383-010	$ 140.79
2022-00000031	23677	CLIFTON SALLIS	265 DENVER ST	WATERLOO	IA	50701	11/26/2021	1228 COLUMBIA	8913-14-426-018	$ 95.00
2022-00000055	23706	TITAN PROPERTY INVESTMENTS LLC	699 WALNUT ST	DES MOINES	IA	50309	1/17/2022	526 DAWSON	8913-14-457-015	$ 134.79
2021-00000038	23591	JOHNTRELL HUMPHREY	314 E 6TH ST	WATERLOO	IA	50703	7/8/2021	210 KERN	8913-14-477-013	$ 172.85
2022-00000028	23682	PATRICIA BARNES	917 LOGAN AVE	WATERLOO	IA	50703	11/26/2021	917 LOGAN	8913-14-487-005	$ 151.04
2022-00000061	20535	DUSTIN M & KOHLE M ARENDS	28521 325TH ST	NEW HARTFORD	IA	50660	1/17/2022	3921 MIDWAY	8913-20-452-012	$ 206.86
2022-00000058	20647	DOMINIC TANGEN	2501 SCENIC DR	CEDAR FALLS	IA	50613	1/17/2022	1738 FLOWER	8913-21-377-012	$ 172.85
2022-00000009	23612	G AND R PROPERTIES LLC	2611 BURTON AVE	WATERLOO	IA	50703	8/27/2021	715 WALLGATE	8913-22-333-020	$ 137.79
2021-00000023	22837	FD RETAIL PROPERTIES LLC	PO BOX 1017	CHARLOTTE	NC	28201	5/16/2021	611 BROADWAY	8913-23-203-024	$ 454.80
2021-00000042	15484	DM INVESTMENTS L C	1831 LARK LN	WATERLOO	IA	50701	7/10/2021	413 CONGER	8913-23-204-009	$ 180.08
2021-00000028	9655	ALLEN GROTE	PO BOX 204	WATERLOO	IA	50704	7/8/2021	220 CENTER	8913-23-230-012	$ 134.79
2022-00000008	23611	MADELINE KOPSA	503 LINCOLN ST	WATERLOO	IA	50703	8/27/2021	W OF 503 LINCOLN	8913-23-232-008	$ 155.79
2022-00000007	23610	MJ WATERLOO LLC	3130 FINLEY RD STE 510 A	DOWNERS GROVE	IL	60515	8/27/2021	214 EDWARDS	8913-23-233-012	$ 178.34
2021-00000024	23262	PEAK LOAN SERVICING C/O WAYNE HUGILL	5900 CANOGA AV #200	WOODLAND HILLS	CA	91367	5/16/2021	424 COLUMBIA	8913-23-235-001	$ 623.37
2022-00000023	23262	PEAK LOAN SERVICING C/O WAYNE HUGILL	5900 CANOGA AV #200	WOODLAND HILLS	CA	91367	10/28/2021	424 COLUMBIA	8913-23-235-001	$ 146.79
2022-00000040	23578	LAWRENCE WHEELER	433 BRATNOBER ST	WATERLOO	IA	50703	1/15/2022	433 BRATNOBER	8913-23-252-004	$ 564.65
2022-00000032	23659	JUAN MATAMOROS	1009 GRANT AVE	WATERLOO	IA	50702	11/26/2021	411 LOGAN	8913-23-285-012	$ 336.59
2022-00000004	23500	LIQUIDATOR LLC	PO BOX 762	DUBUQUE	IA	52004	8/27/2021	129 HARRISON	8913-23-288-011	$ 134.79
2021-00000043	21271	KATHLEEN S INGALLS C/O MARY K SIMONS INGALLS WITTMAYER	1 LATHROP LN	BELLA VISTA	AR	72715	7/10/2021	SW CORNER LOGAN & HARRISON	8913-23-288-015	$ 172.85
2021-00000045	8756	KATHLEEN SIMON INGALLS PINT	19 ONIATARA LN	CHEROKEE VILLAGE	AR	72529	7/10/2021	2ND LOT N OF 315 LOGAN	8913-23-288-016	$ 172.85
2021-00000044	22460	ARTHA 3 LLC	PO BOX 401	FAIRFIELD	IA	52556	7/10/2021	N OF 315 LOGAN	8913-23-288-017	$ 172.85
2022-00000012	14091	DWAYNE R EILERS II	PO BOX 583	WATERLOO	IA	50704	10/28/2021	418 OAK	8913-23-428-019	$ 1,463.39
2021-00000026	23587	LAURA ANDERSEN C/O COLEYVILLE INVESTMENTS	79 MULBERRY ST	WATERLOO	IA	50703	7/8/2021	79 MULBERRY	8913-23-431-008	$ 134.79
2021-00000039	21001	MARVIN SISK	PO BOX 374	LE GRAND	IA	50142	7/8/2021	56 LAFAYETTE	8913-23-433-005	$ 172.85

INVOICE	CUST #	CUSTOMER	MAILING ADDRESS	CITY	ST	ZIP	INVOICE DUE DATE	PROPERTY ADDRESS	PARCEL NUMBER	BALANCE DUE-$
2021-00000027	23588	JACK BEARD	415 SAXON ST	WATERLOO	IA	50703	7/8/2021	415 SAXON	8913-24-158-008	$ 134.79
2022-00000057	23222	HOUSTON SIMMONS III & LEVITA SIMMONS	427 VERMONT ST	WATERLOO	IA	50703	1/17/2022	234 SUMNER	8913-24-180-007	$ 779.77
2022-00000053	14573	INVESTORS ADVAN CAP FUND I LLC C/O MY OWN HOME	31121 HAWK AVE #C	CONRAD	IA	50621	1/17/2022	W OF 142 N BARCLAY	8913-24-184-010	$ 702.90
2022-00000052	12292	MAXINE ROBY	1006 PARK DR	DUNEDIN	FL	34698	1/17/2022	W OF 138 N BARCLAY	8913-24-184-011	$ 702.90
2022-00000051	14573	INVESTORS ADVAN CAP FUND I LLC C/O MY OWN HOME	31121 HAWK AVE #C	CONRAD	IA	50621	1/17/2022	SW OF 138 N BARCLAY	8913-24-184-012	$ 702.90
2022-00000060	23610	MJ WATERLOO LLC	3130 FINLEY RD STE 510 A	DOWNERS GROVE	IL	60515	1/17/2022	213 MULBERRY	8913-24-311-014	$ 198.62
2022-00000018	23655	ROBERT REDMOND	NO MAILING ADDRESS	NA	NA	NA	10/28/2021	418 CHERRY	8913-24-460-008	$ 251.79
2022-00000020	20739	KA INVESTMENTS LLC C/O KENNETH BERGMANN	138 LICHTY BLVD	WATERLOO	IA	50701	10/28/2021	1211 LAFAYETTE	8913-25-178-011	$ 134.79
2021-00000029	13382	ROBIN MEANS	253 PROSPECT AVE	WATERLOO	IA	50703	7/8/2021	S OF 212 IRVING	8913-25-202-013	$ 134.79
2022-00000030	23464	RONALD WOOD C/O JOSCELA PHILLIPS MGMT GROUP	229 CLAY ST	WATERLOO	IA	50703	11/26/2021	121 IRVING	8913-25-205-009	$ 134.79
2021-00000017	23464	RONALD WOOD C/O JOSCELA PHILLIPS MGMT GROUP	229 CLAY ST	WATERLOO	IA	50703	3/19/2021	121 IRVING	8913-25-205-009	$ 140.79
2022-00000056	22888	END OF THE ROAD LLC	13575 LYMAN DR	OMAHA	NE	68138	1/17/2022	715 FOWLER	8913-25-231-008	$ 990.35
2021-00000033	22827	DONNA SMITH	3411 KENNEDY LN	WATERLOO	IA	50701	7/8/2021	1721 FRANKLIN	8913-25-234-010	$ 643.99
2021-00000048	22742	FORESTINE MONTGOMERY	315 WALNUT ST APT #313	WATERLOO	IA	50703	7/10/2021	402 ELM	8913-25-253-007	$ 140.79
2022-00000046	23705	MARGARET CLARK	1402 MULBERRY ST	WATERLOO	IA	50703	1/15/2022	1402 MULBERRY	8913-25-254-001	$ 5,685.08
2022-00000010	20722	AUTO PROS LLC	1671 SYCAMORE ST	WATERLOO	IA	50703	8/27/2021	1671 SYCAMORE	8913-25-283-013	$ 134.79
2022-00000011	20722	AUTO PROS LLC	1671 SYCAMORE ST	WATERLOO	IA	50703	8/27/2021	1671 SYCAMORE	8913-25-283-013	$ 489.41
2021-00000041	23219	30 SOMETHING REAL ESTATE LLC	PO BOX 56	WATERLOO	IA	50704	7/8/2021	719 W 11TH	8913-25-354-025	$ 206.86
2022-00000015	12457	SANDRA PONDER	607 HART AVE	DES MOINES	IA	50613	10/28/2021	1414 GRANT	8913-25-355-004	$ 172.85
2022-00000034	12457	SANDRA PONDER	607 HART AVE	DES MOINES	IA	50615	11/26/2021	1414 GRANT	8913-25-355-004	$ 175.53
2022-00000047	12457	SANDRA PONDER	607 HART AVE	DES MOINES	IA	50615	1/15/2022	1414 GRANT	8913-25-355-004	$ 198.62
2021-00000037	23549	JASON GALLENTINE	229 SUNNYSIDE AVE	WATERLOO	IA	50701	7/8/2021	229 SUNNYSIDE	8913-26-131-015	$ 172.85
2021-00000018	23549	JASON GALLENTINE	229 SUNNYSIDE AVE	WATERLOO	IA	50701	3/19/2021	229 SUNNYSIDE	8913-26-131-015	$ 1,837.76
2022-00000024	23471	SCOTT MONROE	W8416 FOX RD	OXFORD	WI	53952	11/26/2021	419 WELLINGTON	8913-26-255-021	$ 333.44
2022-00000037	23471	SCOTT MONROE	W8416 FOX RD	OXFORD	WI	53952	11/26/2021	419 WELLINGTON	8913-26-255-021	$ 932.70
2022-00000049	23471	SCOTT MONROE	W8416 FOX RD	OXFORD	WI	53952	1/15/2022	419 WELLINGTON	8913-26-255-021	$ 275.91
2021-00000052	8754	GLENN & ROSEMARIE ANDERKAY	315 PROSPECT BLVD	WATERLOO	IA	50701	7/10/2021	1325 W 4TH	8913-26-359-001	$ 206.59
2022-00000048	21283	CNC INVESTMENTS L L C	5317 UNIVERSITY AVE	CEDAR FALLS	IA	50613	1/15/2022	1041 W 6TH	8913-26-451-014	$ 134.79

INVOICE	CUST #	CUSTOMER	MAILING ADDRESS	CITY	ST	ZIP	INVOICE DUE DATE	PROPERTY ADDRESS	PARCEL NUMBER	BALANCE DUE-$
2022-00000019	20006	KH HOLDING CO LLC	PO BOX 231	WATERLOO	IA	50704	10/28/2021	438 REBER	8913-27-434-016	$ 1,948.63
										$ 31,142.09

INVOICE	CUST #	CUSTOMER	MAILING ADDRESS	CITY	ST	ZIP	INVOICE DUE DATE	PROPERTY ADDRESS	PARCEL NUMBER	BALANCE DUE-$
2021-00000012	23546	LDG WATERLOO IA LLC C/O LADDER CAPITAL FINANCIAL LLC	345 PARK AVE 8TH FLOOR	NEW YORK	NY	10154	3/17/2021	1650 IDAHO	8912-19-401-007	$142.75
2021-00000017	23457	TRUST 2019 HB1	1 BANTING	IRVINE	CA	92618	4/17/2021	306 MONROE	8912-30-131-002	$142.75
2021-00000034	23565	SIMMONS HOLDINGS	427 VERMONT ST	WATERLOO	IA	50703	4/22/2021	523 REED	8913-14-427-008	$142.75
2021-00000073	22941	JONATHAN P SOFFA	318 W 3RD ST #2	WATERLOO	IA	50701	4/26/2021	E OF 441 CONGER	8913-23-204-003	$142.75
2021-00000070	23131	METRO INVESTMENTS CONTRACTS LLC	2117 FALLS AVE	WATERLOO	IA	50701	4/26/2021	627 COLUMBIA	8913-23-204-011	$157.75
2021-00000072	23577	ABIGAIL MATAMOROS	900 KERN ST	WATERLOO	IA	50703	4/26/2021	315 CONGER	8913-23-229-005	$142.75
2021-00000059	23262	PEAK LOAN SERVICING C/O WAYNE C HUGILL	5900 CANOGA AV #200	WOODLAND HILLS	CA	91367	4/26/2021	424 COLUMBIA	8913-23-235-001	$157.75
2021-00000045	21271	KATHLEEN INGALLS C/O PEARLINE CAMPBELL	1 LATHROP LN	BELLA VISTA	AR	72715	4/22/2021	E OF 119 HARRISON	8913-23-288-013	$142.75
2021-00000046	21179	MARY K SIMONS INGALLS WITTMAYER	1 LATHROP LN	BELLA VISTA	AR	72715	4/22/2021	2ND LOT E OF 119 HARRISON	8913-23-288-014	$142.75
2021-00000047	21271	KATHLEEN INGALLS C/O MARY K SIMONS INGALLS WITTMAYER	1 LATHROP LN	BELLA VISTA	AR	72715	4/22/2021	3RD LOT N OF 315 LOGAN	8913-23-288-015	$163.14
2021-00000048	8756	KATHLEEN SIMON INGALLS PINT C/O MARY K SIMON INGALLS WITTMAYER	1 LATHROP LN	BELLA VISTA	AR	72715	4/22/2021	2ND LOT N OF 315 LOGAN	8913-23-288-016	$142.75
2021-00000044	22460	ARTHA 3 LLC	PO BOX 401	FAIRFIELD	IA	52556	4/22/2021	N OF 315 LOGAN	8913-23-288-017	$142.75
2021-00000062	8741	KENNETH LOFSTUEN	1310 HAWTHORNE DR	CEDAR FALLS	IA	50613	4/26/2021	SE LAFAYETTE & THOMPSON	8913-23-434-001	$157.75
2021-00000066	20352	SCOTT JORDAN	PO BOX 1257	WATERLOO	IA	50704	4/26/2021	526 LOGAN	8913-24-152-001	$157.75
2021-00000008	23544	JORGE REYES C/O A LINE VENTURES L C	826 FOREST AVE	WATERLOO	IA	50702	3/17/2021	1821 COMMERCIAL	8913-25-452-006	$142.75
2021-00000028	23537	PAUL LUCAS	84 WILSTON AVE SW	CEDAR RAPIDS	IA	52404	4/17/2021	208 SUNNYSIDE	8913-26-108-007	$142.75
2021-00000002	23537	PAUL LUCAS	84 WILSTON AVE SW	CEDAR RAPIDS	IA	52404	3/17/2021	208 SUNNYSIDE	8913-26-108-007	$142.75
2021-00000004	23539	JENNIFER FELL	6308 MC CULLAR ST	HALTOM CITY	TX	76117	3/17/2021	408 VERMONT	8913-26-355-002	$142.75
2021-00000033	23564	RYAN JOHNSON	321 WILLISTON AVE	WATERLOO	IA	50702	4/22/2021	321 WILLISTON	8913-26-362-009	$157.75
2021-00000061	23397	EXCHANGERIGHT INCOME FUND PROPER	PO BOX 60308 EXCHANGERIGHT RE	PASADENA	CA	91116	4/26/2021	820 W 5TH	8913-26-405-070	$295.33
2021-00000010	23394	CHRISTOPHE TICE	1021 GRANT AVE	WATERLOO	IA	50702	3/17/2021	1021 GRANT	8913-26-476-008	$142.75
2021-00000005	23540	JORGE GARCIA VILLA C/O CRF RENTALS LLC	1221 FRANKLIN ST	WATERLOO	IA	50703	3/17/2021	2026 W 3RD	8913-27-452-014	$142.75
2021-00000015	23548	BOB MOORE	5850 SUMMERLAND DR	WATERLOO	IA	50701	3/17/2021	401 DEVONSHIRE	8913-33-427-059	$157.75
2021-00000013	23547	ZANE ZUZICH	1008 KIMBALL AVE	WATERLOO	IA	50702	3/17/2021	1008 KIMBALL	8913-34-235-019	$142.75
2021-00000055	23570	CHRISTOPHE KAYER	1315 BYRON AVE	WATERLOO	IA	50702	4/26/2021	1315 BYRON	8913-35-237-011	$142.75
										$3,831.72

CUST #	CUSTOMER	MAILING ADDRESS	CITY	ST	ZIP	INVOICE DUE DATE	PROPERTY ADDRESS	PARCEL NUMBER	BALANCE DUE-$
22453	TERESA OSTLUND	3849 CEDAR TERRACE DR	WATERLOO	IA	50702	3/1/2021	3948 CEDAR TERRACE	8812-18-276-008	$4,870.00
8433	PERCY BURT	1015 MOBILE ST	WATERLOO	IA	50703	7/11/2021	S OF 1903 E 4TH	8913-13-360-008	$1,220.00
23224	IOWA T L LLC	9588 E PINNACLE PEAK RD	SCOTTSDALE	AZ	85255	3/22/2021	W OF 136 HARRISON	8913-23-285-023	$1,770.00
23534	AUDREY ALEXANDER	308 IRVING ST	WATERLOO	IA	50703	3/1/2021	308 IRVING	8913-24-457-027	$3,270.00
20466	TROG BROTHERS LLC	1236 HUMMINGBIRD CR	WATERLOO	IA	50702	7/11/2021	N OF 122 EUCLID	8913-27-402-001	$2,770.00
23551	REBERIANO GARCIA	200 JULIE CT	WATERLOO	IA	50702	3/22/2021	200 JULIE	8913-34-427-016	$2,520.00
23593	ZACHARY REEVES	1649 PATTON AVE	WATERLOO	IA	50702	7/11/2021	1649 PATTON	8913-36-180-012	$2,270.00
23479	EVA MARISCAL	1820 FOREST AVE	WATERLOO	IA	50702	3/22/2021	1820 FOREST	8913-36-206-005	$2,420.00
									$21,110.00

CITY OF WATERLOO

Council Communication

Resolution approving request of Charles Shirey for a waiver for a concrete driveway, located at 410 Sunset Road (approach on Fletcher Avenue), with the elimination of the sidewalk section due to inability to meet grade requirements.

City Council Meeting: 5/16/2022
Prepared: 5/4/2022

ATTACHMENTS:

Description	Type
DW Waiver_410 Sunset Rd.	Cover Memo

SUBJECT:	Resolution approving request of Charles Shirey for a waiver for a concrete driveway, located at 410 Sunset Road (approach on Fletcher Avenue), with the elimination of the sidewalk section due to inability to meet grade requirements.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Recommended Action:	Recommended for approval by the City Engineer. Attached is a request for construction of a concrete driveway with the elimination of the sidewalk section due to the inability to meet requirements of the driveway at 410 Sunset Road. I have reviewed this request and recommend its approval subject to the following provisions:
Summary Statement:	1. Work to be performed by an approved and bonded contractor. 2. A permit is to be obtained from the office of the City Engineer prior to construction. 3. All work shall be performed under the supervision of the City Engineer at no cost to the City of Waterloo. $7.00 cash for the purpose of recording this waiver and a copy of the legal description have been provided to the City Clerk's office.
Neighborhood Impact:	This is a waiver of the City's Standard Specifications for Driveway Construction. It requires Council approval so that it can be recorded to the property, so that the waiver requirements run with the property ownership.
Legal Descriptions:	

WAIVER

Date: Apr 27, 2022

- Approach located on Fletcher Ave.

Honorable Mayor and City Council
City Hall
Waterloo, IA 50703

Council Persons:

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

410 Sunset Rd.
(Address)

This waiver is needed because of:

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

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

_____ elimination of the sidewalk section for asphalt driveways.

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

_____ Other: _____

I agree to the following:

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

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

Respectfully submitted,

Chuck Shirey
Printed Name of Property Owner

Signature of Property Owner

CITY OF WATERLOO

Council Communication

Resolution approving a request by LaTanya Graves for a Variance to the Noise Ordinance for 27th Annual Juneteenth Celebration, on June 18, 2022 from 12:00 p.m. to 8:00 p.m., and June 19, 2022 from 10:00 a.m. to 7:00 p.m., located at Gates Park.

City Council Meeting: 5/16/2022
Prepared: 5/5/2022

SUBJECT:	Resolution approving a request by LaTanya Graves for a Variance to the Noise Ordinance for 27th Annual Juneteenth Celebration, on June 18, 2022 from 12:00 p.m. to 8:00 p.m., and June 19, 2022 from 10:00 a.m. to 7:00 p.m., located at Gates Park.
Submitted by:	Submitted By: Captain Feaker

CITY OF WATERLOO

Council Communication

Resolution approving a request by Lori Klingfus for a Variance to the Noise Ordinance for a backyard gathering, on August 27, 2022 from 12:00 p.m. to 7:00 p.m., located at 1604 Garden Avenue.

City Council Meeting: 5/16/2022
Prepared: 5/5/2022

SUBJECT:	Resolution approving a request by Lori Klingfus for a Variance to the Noise Ordinance for a backyard gathering, on August 27, 2022 from 12:00 p.m. to 7:00 p.m., located at 1604 Garden Avenue.
Submitted by:	Submitted By: Captain Duncan

CITY OF WATERLOO

Council Communication

Resolution approving a request by Grace Reformed Church for a Variance to the Noise Ordinance for the Sunday in the Park event on June 19, 2022 from 8:00 a.m. to 1:00 p.m., located at Hope Martin Park.

City Council Meeting: 5/16/2022
Prepared: 5/5/2022

SUBJECT:	Resolution approving a request by Grace Reformed Church for a Variance to the Noise Ordinance for the Sunday in the Park event on June 19, 2022 from 8:00 a.m. to 1:00 p.m., located at Hope Martin Park.
Submitted by:	Submitted By: Captain Feaker

CITY OF WATERLOO

Council Communication

Resolution approving a request by the Screaming Eagle American Bar and Grill for a variance to the Noise Ordinance for Thursday Bike Nights, from June 1, 2022 to October 1, 2022, 5:00 p.m. to 10:00 p.m., each Thursday.

City Council Meeting: 5/16/2022
Prepared: 5/5/2022

SUBJECT:	Resolution approving a request by the Screaming Eagle American Bar and Grill for a variance to the Noise Ordinance for Thursday Bike Nights, from June 1, 2022 to October 1, 2022, 5:00 p.m. to 10:00 p.m., each Thursday.
Submitted by:	Submitted By: Captain Feaker

CITY OF WATERLOO

Council Communication

Resolution approving a request by Black Hawk County 4-H Shooting Sports for a Variance to the Weapons Ordinance for the Black Hawk County 4-H and FFA Fair, on July 30, 2022 at 12:00 p.m., located at the National Cattle Congress.

City Council Meeting: 5/16/2022
Prepared: 5/5/2022

SUBJECT:	Resolution approving a request by Black Hawk County 4-H Shooting Sports for a Variance to the Weapons Ordinance for the Black Hawk County 4-H and FFA Fair, on July 30, 2022 at 12:00 p.m., located at the National Cattle Congress.
Submitted by:	Submitted By: Captain Feaker

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as June 6, 2022 to approve 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 Residential District located at the northeast corner of Harwood Avenue and Evergreen Avenue northeast of 806 Evergreen Avenue, and located northeast of 2200 Falls Avenue, and instruct the City Clerk to publish notice.

City Council Meeting: 5/16/2022
Prepared: 5/4/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material
Legal Descriptions	Backup Material

SUBJECT:	Resolution setting date of public hearing as June 6, 2022 to approve 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 Residential District located at the northeast corner of Harwood Avenue and Evergreen Avenue northeast of 806 Evergreen Avenue, and located northeast of 2200 Falls 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 6, 2022 to approve 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 Residential District located at the northeast corner of Harwood Avenue and Evergreen Avenue northeast of 806 Evergreen Avenue, and located northeast of 2200 Falls Avenue, and instruct the City Clerk to publish notice.

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 will appear before the Planning and Zoning Commission at the 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 in the "R-1,R-P" Planned Residential District 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

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 Poi

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:

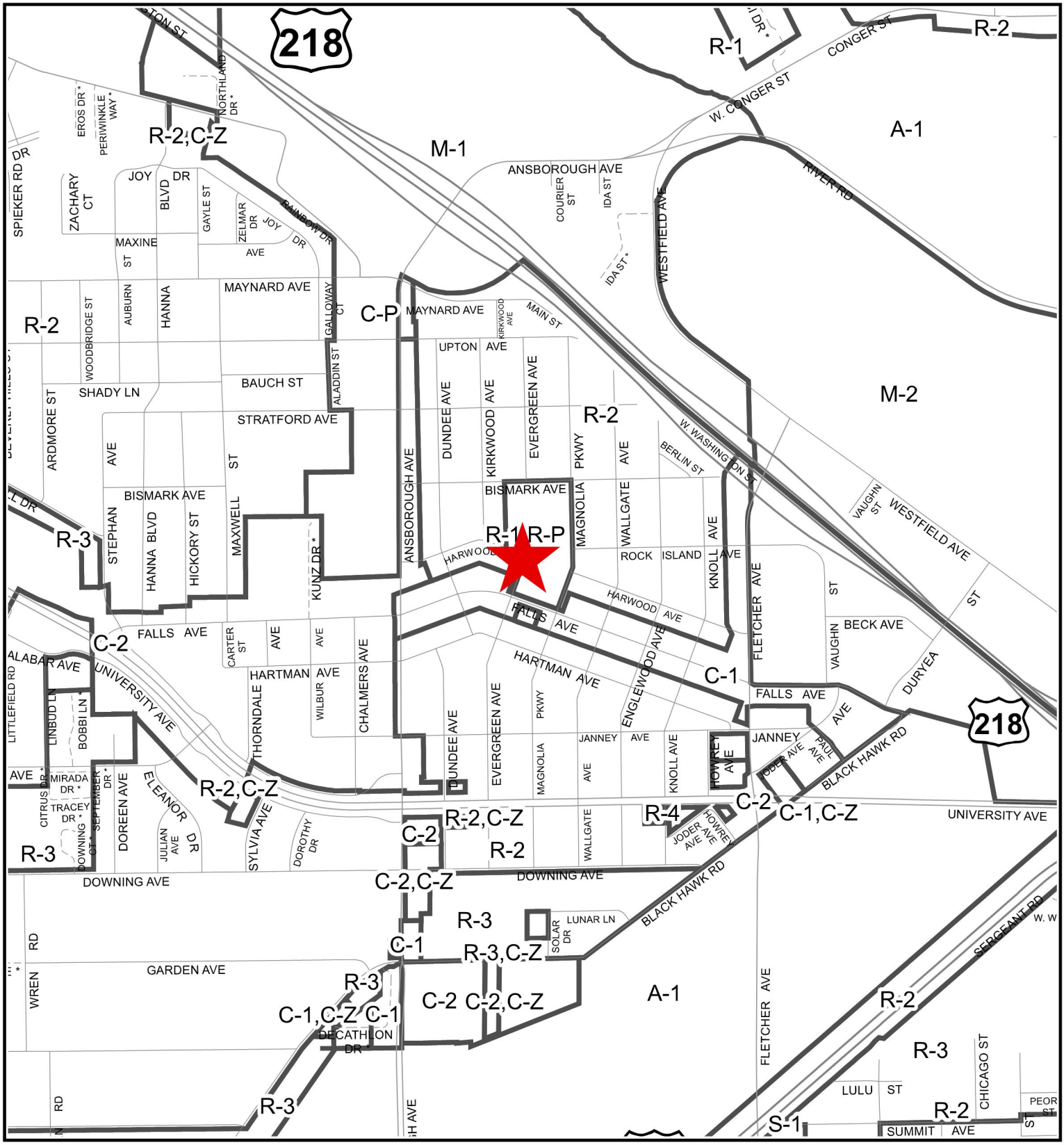
There is platting proposed in relation to the request.

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:

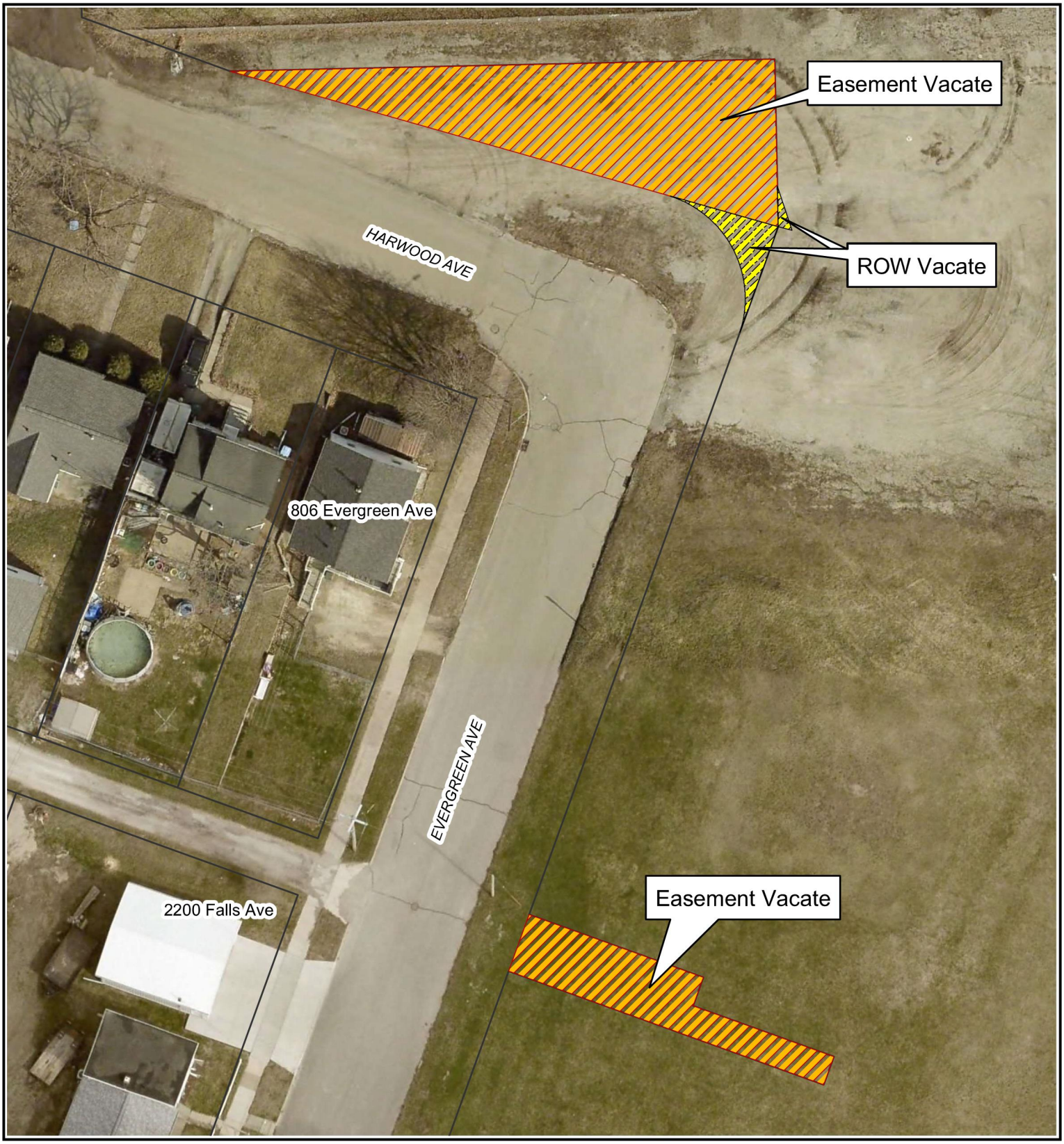
1. The request would not appear to have a negative impact on traffic conditions in the area.
2. The request would not appear to have a negative impact upon the surrounding area and would be compatible with surrounding development.
3. The vacate areas are not needed for right-of-way or utility easements,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

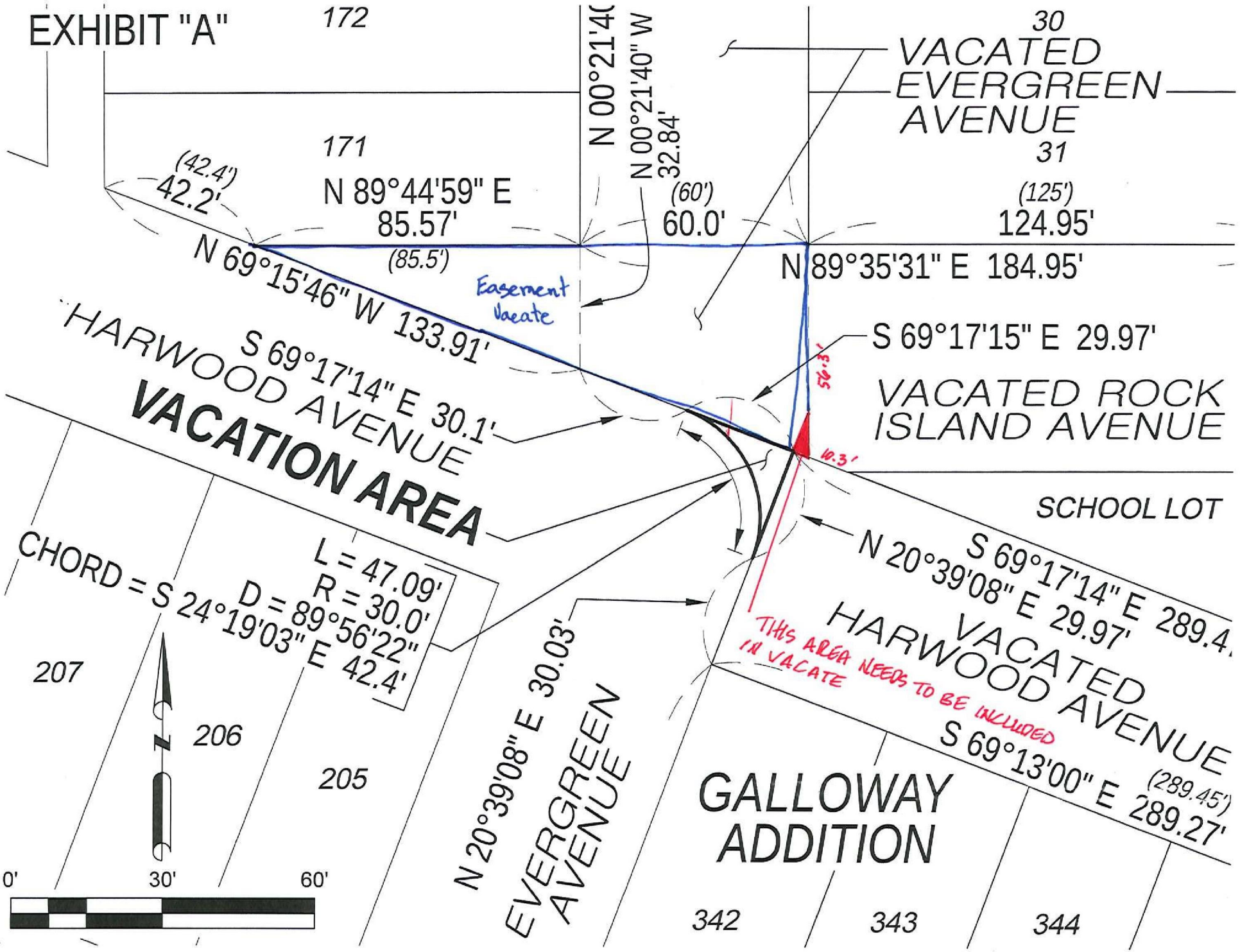


N
W E
S

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

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.

CITY OF WATERLOO

Council Communication

Resolution setting date of consultation with affected taxing entities as May 31, 2022, and date of public hearing as June 20, 2022, in conjunction with approval of Amendment No. 6 to the Martin Road Urban Renewal and Redevelopment Plan to expand the boundaries, update projects and project budgets to be included in the Plan, and other general updates to the Plan, and instruct the City Clerk to publish notice.

City Council Meeting: 5/16/2022
Prepared: 5/4/2022

ATTACHMENTS:

	Description	Type
🗋	Martin Road Urban Renewal Amendment 6	Backup Material
🗋	Martin Road TIF Amendment 6 Aerial	Backup Material

SUBJECT:	Resolution setting date of consultation with affected taxing entities as May 31, 2022, and date of public hearing as June 20, 2022, in conjunction with approval of Amendment No. 6 to the Martin Road Urban Renewal and Redevelopment Plan to expand the boundaries, update projects and project budgets to be included in the Plan, and other general updates to the Plan, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Planning staff is proposing an expansion of the City of Waterloo's Martin Road Development Plan and TIF District. The expansion presents a proposal for the improvement and location of commercial development and provides for public improvements in order to increase the tax base and employment opportunities in the Martin Road and Highway 63 area. The expanded area would include 156.72 acres of land on the north side of Martin Road, east of Ansborough Avenue, west of Fletcher Avenue and West 4th Street and south of Highway 63. The area is owned by the City of Waterloo and includes the Byrnes Pool, Byrnes Tennis Center, Byrnes Park, and Irv Warren Memorial Golf Course. The city is looking to improve the area and its amenities. The amendment would also put portions of the original Martin Road TIF area that are expired and no longer within the TIF district, back into the TIF district. The current taxable values of these areas would be part of the "base" that continues to go to all taxing entities, and only new increment value from any future taxable improvements would be collected as increment by the TIF district. The Planning, Programming and Zoning Commission unanimously recommended approval of the proposed amendment at their regular meeting on April 12, 2022.
Data/Analysis and Strategies:	Economic Development, Strategic Plan Policies 1, 3 and 4.

Expenditure Required/Source of Funds: None

Attachment B

MARTIN ROAD DEVELOPMENT PLAN

URBAN RENEWAL AREA LEGAL DESCRIPTIONS

Original area (1996) (Original Subarea)

All portions of the Original area have been included in subsequent amendment subareas.

Amendment No. 1 area (2004) (Amendment No. 1 Subarea) (as modified by Amendment No. 4 (2016))

Beginning at the point of intersection of the centerline of U.S. Highway 63 (Sergeant Rd.) and the North line of the Southeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West, thence East along the North line of said Southeast ¼ of the Southwest ¼ of said Section to the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.), thence Southwesterly along said right-of-way to its intersection with the West line of the Southeast ¼ of the Southwest ¼ of said Section, thence South 89°50'15" East a distance of 432.65', thence South 1°40'30" East to the South line of said Section, thence West along said South line to the point where it would intersect the Northerly extension of the East line of Tract A of Kingswood Second Addition to Waterloo, thence South along the extension of and the East line of Tract A to the Northwest corner of Lot 15, Kingswood First Addition, said point also being a point on the Easterly line of Lot 6 of South Waterloo Commercial Park, thence Southeasterly following the Easterly line of said Lot 6 to the most Southeasterly corner of said lot, thence Southwesterly and Westerly along the South line of said lot to an angle point on the South line of said Lot 6, which is also a point on the West line of Section 5, Township 88 North, Range 13 West, thence South along the West line of said Section to the North line of the Southeast ¼ of the Southeast ¼ of Section 6, Township 88 North, Range 13 West, thence West along the North line of the Southeast ¼ of the Southeast ¼ and the North line of the Southwest ¼ of the Southeast ¼ to a point on the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned), thence South 35°31'30" West 850.21 feet along said line, thence North 72°26'10" West 1005.02 feet, thence Westerly 637.85 feet along a 7,789.65 foot radius curve, concave Southerly, having a chord bearing North 75°14'03" West 637.67 feet, thence North 77°34'36" West 835.86 feet, thence North 06°19'51" East 32.15 feet to the South line of the Northwest ¼ of the Southwest ¼ of Section 6, Township 88 North, Range 13 West, thence East along said line to the West line of the Northeast ¼ of the Southwest ¼ of said Section, thence North along the West line of the Northeast ¼ of the Southwest ¼ to the North line of the Northeast ¼ of the Southwest ¼ of said Section, thence East along said North line to a point on the East line of the West 440 feet of the East one-half of the Northwest fractional ¼ of said Section, thence North along the East line of the West

440 feet of the East one-half of the Northwest fractional ¼ to the North line of said Section 6, thence East along the North line of said Section 6, which is also the South line of Section 32, Township 89 North, Range 13 West, to the West line of the East 475 feet of the Southwest ¼ of the Southeast ¼ of Section 32, thence North 790 feet along said West line, thence East 475 feet to the West line of the Southeast ¼ of the Southeast ¼ of said Section, thence South along the West line of the Southeast ¼ of the Southeast ¼ to the South line of Section 32, thence East along the South line of Section 32, Township 89 North, Range 13 West, and Section 33, Township 89 North, Range 13 West, to the centerline of U.S. Highway 63 (Sergeant Rd.), thence Northeasterly along said centerline to the point of beginning, all in the City of Waterloo, Black Hawk County, Iowa.

Except the following areas removed from the Amendment No. 1 area by Amendment No. 4 (2016): Beginning at the point of intersection of the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.) and the West line of the Southeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West, thence South 89°50'15" East a distance of 432.65', thence South 1°40'30" East to the South line of said Section, thence West along said South line to the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.), thence Northerly and Northeasterly along said Southeasterly right-of-way line to the point of beginning.

Also except beginning at a point on the East line of Lot 16 of Kingswood Second Addition that is 250 feet North of the South line of said Lot 16, thence Southerly and Southeasterly along the East line of said Lot 16 and the East line of Lot 6 of South Waterloo Commercial Park to the Easterly most corner of said Lot 6, thence Southwesterly and Westerly along the South line of said Lot 6 to its intersection with the East line of Section 6, Township 88 North, Range 13 West, thence South along the East line of Section 6 to the Northeast corner of the Southeast ¼ of the Southeast ¼ of Section 6, thence West along the North line of the Southeast ¼ of the Southeast ¼ of Section 6 to the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.), thence Northeasterly along the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.) to the Northerly most corner of Lot 3 of South Waterloo Commercial Park, thence Southeasterly along the Northeasterly line of said Lot 3 and an extension of the Northeasterly line of said Lot 3 to its intersection with the Northwesterly line of Lot 6 of South Waterloo Commercial Park, thence Northeasterly along the Northwesterly line of said Lot 6 and the Northwesterly line of Lot 16 of Kingswood Second Addition to its intersection with a line that is 250 feet North of the South line of said Lot 16, thence East along a line that is 250 feet North of the South line of said Lot 16 to the point of beginning.

Also except beginning at the Southerly most corner of Greenbelt Centre Plat No. 6, thence Southwesterly along the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned) to its intersection with the Northeasterly right-of-way line of Greyhound Drive, thence Northwesterly and Northerly along the Northeasterly and Easterly right-of-way line of Greyhound Drive to the Southwest corner of Greenbelt Centre Plat No. 3, thence East along the South line of Greenbelt Centre Plat No. 3 and the South line of Greenbelt Centre Plat No. 5 to the Southeast corner of Greenbelt Centre Plat No. 5, thence South and Southwest along the Westerly and Northwesterly right-of-way line of Titan Trail to the Westerly

most corner of Greenbelt Centre Plat No. 2, thence Southeast along the Southwest line of Greenbelt Centre Plat No. 2 to the Northerly most corner of Greenbelt Centre Plat No. 6, thence Southwesterly along the Northwesterly line of Greenbelt Centre Plat No. 6 to the Westerly most corner of Greenbelt Centre Plat No. 6, thence Southeasterly along the Southwesterly line of Greenbelt Centre Plat No. 6 to the point of beginning.

Also except beginning at the Southwest corner of the Northeast ¼ of the Southwest ¼ of Section 6, Township 88 North, Range 13 West, thence North along the West line of the Northeast ¼ of the Southwest ¼ of said Section 6 to the Northwest corner of the Northeast ¼ of the Southwest ¼ of said Section 6, thence East along the North line of the Northeast ¼ of the Southwest ¼ and the Northwest ¼ of the Southeast ¼ of said Section 6 to the Westerly right-of-way line of Greyhound Drive, thence Southerly along the Westerly right-of-way line of Greyhound Drive to its intersection with the South line of the Northwest ¼ of the Southeast ¼ of said Section 6, thence West along the South line of the Northwest ¼ of the Southeast ¼ and the South line of the Northeast ¼ of the Southwest ¼ of said Section 6 to the point of beginning.

Also except the East ½ of the Northwest Fractional ¼ of Section 6, Township 88 North, Range 13 West lying Easterly of the Westerly 440 feet of said Northwest Fractional ¼ and that part of the Northeast Fractional ¼ of said Section 6 lying Westerly of the Westerly right-of-way line of Greyhound Drive, but not excepting the portion of the above described area platted as Lot 1 and Tract A of Greenbelt Centre Plat No. 1, and not excepting the portion of the above described area platted as Lot 2 of Greenbelt Centre Plat No 4.

Also except Lot 1 of Greenbelt Centre Plat No. 2.

Also except Lot 2, Lot 3, and the portion of Lot 1 lying Easterly of the Westerly 150 feet of Lot 1 of Greenbelt Centre Plat No. 3.

Also except Lots 1 thru 12 of Greenbelt Centre Plat No. 5.

Also except Lot 1 of Deer Creek Plat No. 2.

And also except that part of the Southwest ¼ of the Southeast ¼ of Section 32, Township 89 North, Range 13 West, described as beginning at the Southeast Corner of said Southwest ¼ of the Southeast ¼, thence West 475 feet, thence North 790 feet, thence East 475 feet, thence South 790 feet to the point of beginning.

Amendment No. 2 area (2014) (Amendment No. 2 Subarea) (as modified by Amendment No. 4 (2016))

Beginning at the intersection of the North line of the Southeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West and the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Road); thence Southwesterly along said right-of-way to its intersection with the West line of the Southeast ¼ of the Southwest ¼ of said Section 33; thence South 89°50’15” East a distance of 432.65’; thence South 1°40’30” East to the South line of said Section; thence East along said South line to the Southeast

corner of the Southeast ¼ of the Southwest ¼ of said Section 33; thence North along the East line of said Southeast ¼ of the Southwest ¼ of Section 33 to the Northeast corner of the said Southeast ¼ of the Southwest ¼ of Section 33; thence West along the North line of said Southeast ¼ of the Southwest ¼ of Section 33 to the point of beginning;

And also: Beginning at a point on the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned) that is South 35°31'30" West 850.21 feet from a point on said Northwesterly right-of-way line that intersects the North line of the Southwest ¼ of the Southeast ¼ of Section 6, Township 88, Range 13; thence South to the centerline of U.S. Highway 20 as presently established; thence Southeasterly along the centerline of U.S. Highway 20 as presently established to its intersection with the East line of Section 7, Township 88 North, Range 13 West; thence Southerly along the East line of said Section 7 to a point that is 745.6 feet South of the Northeast corner of said Section 7; thence West 70.6 feet; thence South 419.6 feet; thence Southerly 265.5 feet along a 407.5' radius curve concave Westerly having a chord bearing South 18°40' West 260.8 feet; thence South 37°20' West 149.5 feet; thence North 52°17.5' West 643.0 feet; thence South 37°42' West 450 feet; thence continuing South 37°42' West to the Southeasterly most corner of the following described parcel; the North 17.06 acres of the South ½ of the Northeast ¼ of Section 7, Township 88 North, Range 13 West located West of road, and except that part of Timberline Patio Homes plat bounded as follows: commencing at a point on the centerline of West 4th Street which is 626.32 feet Southwest of the intersection of said centerline with the East line of said Section 7, thence North 89°30' West 881.76 feet, thence North 37°21'30" East 837.49 feet, thence South 52°38'30" East 710 feet, thence Southwesterly along the centerline of West 4th Street to the point of beginning, and except Highway, and except that part of the Northeast ¼ of said Section 7 described as follows: beginning at a point on the West line of said Northeast ¼ which is 1,218 feet South of the Northwest corner of said Northeast ¼, thence North 78°47'45" East 208.37 feet, thence South 35°6'15" West 352.10 feet to the West line of said Northeast ¼, thence Northwest to the point of beginning, and except that part platted as Ekho Ridge Addition; thence Northwesterly along the Southwesterly line of said described parcel to its intersection with the West line of the Northeast ¼ of said Section 7; thence Southerly along the West line of the Northeast ¼ of said Section 7 to the center of said Section 7; thence South 89°46'50" West 99.19 feet along the North line of the Southwest ¼ of said Section 7; thence South 665.54 feet to the Westerly most corner of Lot 3 of Nottingham Heights Addition; thence Westerly along the South line of the North ½ of the North ½ of the Southwest ¼ of said Section 7 to the Northeast corner of Lot C-1 of Southland Park Third Addition; thence Southeasterly along the Northeasterly line of said Lot C-1 to the Easterly most corner of said Lot C-1; thence southwesterly along the Southeasterly line of said Lot C-1 and an extension of the Southeasterly line of said Lot C-1 to the centerline of Charm Drive; thence Northwesterly, Westerly, and Southwesterly along the Centerline of Charm Drive to its intersection with a point on the Southwest line of Southland Park 4th Addition; thence Northwesterly and Northeasterly following the Southwesterly lines of Southland Park 4th Addition to the Southerly most corner of Lot C-8 of said addition; thence Northwesterly along the Southwesterly line of said Lot C-8 to the Westerly most corner of said Lot C-8; thence Southwesterly along the Southeasterly right-of-way line of U.S.

Legal Descriptions:

Highway 63 to the Northerly most corner of the following described parcel: Unplatted Waterloo West, a part of the Southwest ¼ of Section 7, Township 88 North, Range 13 West, beginning at a point on the West line of said Section 7 which is 1,066.45 feet North of the Southwest corner of said Section 7, thence North 36°2' East 44 feet, thence South 53°58' East 500 feet, thence South 36°2' West 344 feet, thence North 53°58' West 281.77 feet to the West line of said Section 7, thence North 370.98 feet to the point of beginning; thence Southeasterly along the Northeasterly line of said described parcel to the Easterly most corner of said described parcel; thence Southwesterly along the Southeasterly line of said described parcel to the Southerly most corner of said described parcel; thence South 53°58' East a distance of 107.59'; thence South 35°16'20" West a distance of 139.64'; thence Southwesterly in a straight line to a point on the West line of said Section 7 that is 33 feet North of the Southwest corner of said Section 7; thence South 33' to the Southwest corner of said Section 7; thence Westerly along the South line of Section 12 of Township 88 North, Range 14 West to the intersection of the South line of said Section 12 and a line 1,000' Northwesterly of and parallel to the Northwesterly right-of- way line of the Chicago Great Western Railroad (now abandoned); thence Northeasterly 935 feet along said parallel line; thence Southeasterly at a right angle 500 feet; thence Northeasterly at a right angle 878.6 feet; thence Northwesterly at a right angle to the North line of the South ½ of the Southeast ¼ of said Section 12; thence continuing Northwesterly along the last bearing to the intersection with a line 1,000' Northwesterly of and parallel to the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned); thence Northeasterly along said parallel line to its intersection with the Northeasterly right-of-way line of the Cedar Falls Branch Line of the C NW Transportation Co. (now abandoned); thence Northwesterly along said Northeasterly right-of-way line to its intersection with the North line of the Northeast ¼ of the Southeast ¼ of Section 12, Township 88 North, Range 14 West; thence East along said North line and the North line of the Northwest ¼ of the Southwest ¼ of Section 7, Township 88 North, Range 13 West to its intersection with the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned); thence Northeasterly along said Northwesterly right-of-way line to the centerline of Ranchero Road as presently established; thence Northwesterly and Westerly along said centerline of Ranchero Road to the Southwest corner of Section 6, Township 88 North, Range 13 West; thence Northerly along the West line of said Section 6 to the Northwest corner of the Southwest fractional ¼ of the Southwest fractional ¼ of said Section 6; thence North 89°42'54" East a distance of 818.14 feet; thence South 06°19'51" West a distance of 32.15 feet; thence South 77°34'36" East a distance of 835.86 feet; thence Easterly 637.85 feet along a 7,789.65 foot radius curve, concave Southerly, having a chord bearing South 75°14'03" East 637.67 feet; thence South 72°26'10" East 1005.02' to the point of beginning.

Except the following area removed from the Amendment No. 2 area by Amendment No. 4 (2016): Beginning at the intersection of the Northeasterly right-of-way line of the Cedar Falls Branch Line of the CNW Transportation Co. (now abandoned) and a line that is 1,000 feet Northwesterly of and parallel to the Northwesterly right-of-way line of the Chicago Great Western Railroad (no abandoned), thence Northwesterly along said Northeasterly right-of-way line of the Cedar Falls Branch Line of the CNW Transportation Co. to its intersection with the North line of the Northeast ¼ of the

Southeast ¼ of Section 12, Township 88 North, Range 14 West, thence East along said North line to the East line of said Section 12, thence South along the East line of said Section 12 to the Southeast corner of the Northeast ¼ of the Northeast ¼ of the Southeast ¼ of said Section 12, thence West along the South line of the Northeast ¼ of the Northeast ¼ of the Southeast ¼ of said Section 12 to the Northeasterly right-of-way line of the Cedar Falls Branch Line of the CNE Transportation Co., thence Northwesterly along said Northeasterly right-of-way line to the point of beginning.

Amendment No. 3 area (2016) (2016 Addition Amendment No. 3 Subarea)

Parcel "D" according to Plat of Survey filed on 1/28/2015 as Doc. No. 2015-12088, as described as: That part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Thirty-three (33), Township Eighty-nine North (T89N), Range Thirteen West (R13W) of the Fifth Principal Meridian, Waterloo, Black Hawk County, Iowa, described as follows: Beginning at the Southwest corner of aforesaid Southwest Quarter (SW¼) of the Southeast Quarter (SE¼); thence N01°52'25"W Thirty-three (33.00) feet along the West line of said Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) to the North Right-of-Way line of Ridgeway Avenue; thence N01°53'44"W Six Hundred Twenty-four and Twenty-six Hundredth (624.26) feet still along said West line to the Southeast corner of Parcel "K", Document No. 2003-27008 in the Black Hawk County Recorder's Office; thence N01°37'11"W Six Hundred Sixty-seven and Fifty-two Hundredths (667.52) feet along the East line of said Parcel "K" to the Northwest corner of aforesaid Southwest Quarter (SW¼) of the Southeast Quarter (SE¼), which is also on the South line of Jane Addition; thence N89°14'00"E Two Hundred Ninety-five and Eighty-eight Hundredths (295.88) feet along the South line of said Jane Addition to the Southeast corner of said Jane Addition; thence S01°45'23"E One Thousand Three Hundred Twenty-four and Sixteen Hundredths (1324.16) feet to the South line of aforesaid Southwest Quarter (SW¼) of the Southeast Quarter (SE¼); thence S89°06'56"W Two Hundred Ninety-five and Eighty-eight Hundredths (295.88) feet along said South line to the point of beginning.

Amendment No. 5 area (2016) (2016 Addition Amendment No. 5 Subarea)

Beginning at a point on the East line of Section 32, Township 89 North, Range 13 West that is four hundred twenty (420) feet South of the Northeast corner of the Northeast ¼ of the Southeast ¼ of said Section 32, thence South along said East line to its intersection with the northerly right-of-way line of Martin Road, thence Northeasterly and Easterly along said right-of-way line and an extension thereof to its intersection with the centerline of U.S. Highway 63, thence Southwesterly along said centerline to its intersection with the West line of the Northeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West, thence North along said West line to its intersection with a line that is 1,789.59 feet North of the South line of said Section 33, thence West along said line that is 1,789.59 feet North of the South line of said Section 33 to its intersection with the East line of Section 32, Township 89 North, Range 13 West, thence South along the East line of said Section 32 to its intersection with an Easterly

extension of the North line of Lot 1 of Brock Addition, thence West along an Easterly extension of the North line of said Lot 1 and the North line of said Lot 1 to the Northwest corner of said Lot 1, thence South along the West line of said Lot 1 and a Southerly extension of the West line of said Lot 1 to the South line of said Section 32, thence West along the South line of said Section 32 to the Southwest corner of the Southeast ¼ of the Southeast ¼ of Section 32, thence North to the Southwest corner of the Northeast ¼ of the Southeast ¼ of said Section 32, thence Northeasterly to a point that is nine hundred ninety (990) feet East of and six hundred seventy five (675) feet North of the Southwest corner of the Northeast ¼ of the Southeast ¼ of said Section 32, thence continuing Northeasterly to the point of beginning.

Also, beginning at the point of intersection of the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.) and the West line of the Southeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West, thence South 89°50'15" East a distance of 432.65', thence South 1°40'30" East to the South line of said Section, thence West along said South line to the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.), thence Northerly and Northeasterly along said Southeasterly right-of-way line to the point of beginning.

Also except beginning at a point on the East line of Lot 16 of Kingswood Second Addition that is 250 feet North of the South line of said Lot 16, thence Southerly and Southeasterly along the East line of said Lot 16 and the East line of Lot 6 of South Waterloo Commercial Park to the Easterly most corner of said Lot 6, thence Southwesterly and Westerly along the South line of said Lot 6 to its intersection with the East line of Section 6, Township 88 North, Range 13 West, thence South along the East line of Section 6 to the Northeast corner of the Southeast ¼ of the Southeast ¼ of Section 6, thence West along the North line of the Southeast ¼ of the Southeast ¼ of Section 6 to the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.), thence Northeasterly along the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.) to the Northerly most corner of Lot 3 of South Waterloo Commercial Park, thence Southeasterly along the Northeasterly line of said Lot 3 and an extension of the Northeasterly line of said Lot 3 to its intersection with the Northwesterly line of Lot 6 of South Waterloo Commercial Park, thence Northeasterly along the Northwesterly line of said Lot 6 and the Northwesterly line of Lot 16 of Kingswood Second Addition to its intersection with a line that is 250 feet North of the South line of said Lot 16, thence East along a line that is 250 feet North of the South line of said Lot 16 to the point of beginning.

Also, beginning at the Southerly most corner of Greenbelt Centre Plat No. 6, thence Southwesterly along the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned) to its intersection with the Northeasterly right-of-way line of Greyhound Drive, thence Northwesterly and Northerly along the Northeasterly and Easterly right-of-way line of Greyhound Drive to the Southwest corner of Greenbelt Centre Plat No. 3, thence East along the South line of Greenbelt Centre Plat No. 3 and the South line of Greenbelt Centre Plat No. 5 to the Southeast corner of Greenbelt Centre Plat No. 5, thence South and Southwest along the Westerly and Northwesterly right-of-way line of Titan Trail to the Westerly most corner of Greenbelt Centre Plat No. 2, thence Southeast along the Southwest line of Greenbelt Centre Plat No. 2 to the Northerly most corner

of Greenbelt Centre Plat No. 6, thence Southwesterly along the Northwesterly line of Greenbelt Centre Plat No. 6 to the Westerly most corner of Greenbelt Centre Plat No. 6, thence Southeasterly along the Southwesterly line of Greenbelt Centre Plat No. 6 to the point of beginning.

Also, beginning at the Southwest corner of the Northeast ¼ of the Southwest ¼ of Section 6, Township 88 North, Range 13 West, thence North along the West line of the Northeast ¼ of the Southwest ¼ of said Section 6 to the Northwest corner of the Northeast ¼ of the Southwest ¼ of said Section 6, thence East along the North line of the Northeast ¼ of the Southwest ¼ and the Northwest ¼ of the Southeast ¼ of said Section 6 to the Westerly right-of-way line of Greyhound Drive, thence Southerly along the Westerly right-of-way line of Greyhound Drive to its intersection with the South line of the Northwest ¼ of the Southeast ¼ of said Section 6, thence West along the South line of the Northwest ¼ of the Southeast ¼ and the South line of the Northeast ¼ of the Southwest ¼ of said Section 6 to the point of beginning.

Also, the East ½ of the Northwest Fractional ¼ of Section 6, Township 88 North, Range 13 West lying Easterly of the Westerly 440 feet of said Northwest Fractional ¼ and that part of the Northeast Fractional ¼ of said Section 6 lying Westerly of the Westerly right-of-way line of Greyhound Drive, except the portion of the above described area platted as Lot 1 and Tract A of Greenbelt Centre Plat No. 1, and except the portion of the above described area platted as Lot 2 of Greenbelt Centre Plat No 4.

Also, Lot 1 of Greenbelt Centre Plat No. 2.

Also, Lot 2, Lot 3, and the portion of Lot 1 lying Easterly of the Westerly 150 feet of Lot 1 of Greenbelt Centre Plat No. 3.

Also, Lots 1 thru 12 of Greenbelt Centre Plat No. 5.

Also, Lot 1 of Deer Creek Plat No. 2.

Also, that part of the Southwest ¼ of the Southeast ¼ of Section 32, Township 89 North, Range 13 West, described as beginning at the Southeast Corner of said Southwest ¼ of the Southeast ¼, thence West 475 feet, thence North 790 feet, thence East 475 feet, thence South 790 feet to the point of beginning.

Amendment No. 6 area (2022) (2022 Addition Amendment No. 6 Subarea)

Beginning at the intersection of the centerline of U.S. Highway 63 and the West line of the Northeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West, thence North along said West line to its intersection with a line that is 1,789.59 feet North of the South line of said Section 33, thence West along said line that is 1,789.59 feet North of the South line of said Section 33 to its intersection with the East line of Section 32, Township 89 North, Range 13 West, thence South along the East line of said Section 32 to its intersection with an Easterly extension of the North line of Lot 1 of Brock Addition, thence West along an Easterly extension of the North line of said Lot 1 and the North line of said Lot 1 to the Northwest

corner of said Lot 1, thence South along the West line of said Lot 1 and a Southerly extension of the West line of said Lot 1 to the South line of said Section 32, thence East along the South line of said Section 32 and the South line of said Section 33 to the centerline of U.S. Highway 63, thence Northeasterly along the centerline of U.S. Highway 63 to the point of beginning.

Also, beginning at the intersection of the Northerly right-of-way line of Martin Road and the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned), thence Northeasterly along said Northwesterly right-of-way to the centerline of W 3rd Street, thence East along the centerline of W 3rd Street to its intersection with a Northerly extension of the centerline of Orange Grove Avenue, thence South along said Northerly extension of the centerline of Orange Grove Avenue and the centerline of Orange Grove Avenue to the centerline of Campbell Avenue, thence East along the centerline of Campbell Avenue to the centerline of Fletcher Avenue, thence South and Southeasterly along the centerline of Fletcher Avenue to the centerline of W 4th Street, thence Southwesterly along the centerline of W 4th Street to the centerline of Martin Road, thence West along the centerline of Martin Road to the centerline of Ansborough Avenue, thence North along the centerline of Ansborough Avenue to its intersection with the Southeasterly right-of-way line of U.S. Highway 63, thence Southwesterly along the Southeasterly right-of-way line of U.S. Highway 63 to its intersection with the East line of the West 75 feet of Lot 23 of Park View Gardens, thence South along said East line to its intersection with the North right-of-way line of Upland Drive, thence West along the North right-of-way line of Upland Drive to its intersection with the Southeasterly right-of-way line of U.S. Highway 63, thence Southwesterly along the Southeasterly right-of-way line of U.S. Highway 63 to its intersection with the Northerly right-of-way line of Martin Road, thence West along the Northerly right-of-way line of Martin Road to the point of beginning.

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

AMENDMENT TO MARTIN ROAD DEVELOPMENT PLAN

RECITALS

A. On October 7, 1996, the City Council of the City of Waterloo, Iowa (the "City") adopted Ordinance No. 4204 and adopted Resolution No. 1999-499, determining that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Martin Road Development Plan of the City of Waterloo Iowa (the "Plan") (Original area). In accordance with Iowa Code Chapter 403, the Original area was designated as an "economic development area" as defined by Chapter 403, and the division of revenue provided in section 403.19 with respect to the Original area was limited to twenty years and has expired. Thus, the Original area is no longer in a district subject to section 403.19 unless added back to the Plan pursuant to a later amendment.

B. On August 9, 2004, the City Council adopted Ordinance No. 4708 and Resolution No. 2004-522, to amend the Plan by enlarging the area included therein, and one or more other amendments have been made to the Plan to include additional urban renewal projects or for other purposes (Amendment No. 1 area).

C. On October 27, 2014, the City Council adopted Ordinance No. 5249 and on October 20, 2014 adopted Resolution No. 2014-903, to amend the Plan by enlarging the area included therein, and one or more other amendments have been made to the Plan to include additional urban renewal projects or for other purposes (Amendment No. 2 area).

D. On April 4, 2016, the City Council adopted Ordinance No. 5343 and on March 21, 2016 adopted Resolution No. 2016-197, to amend the Plan by enlarging the area included therein, and one or more other amendments have been made to the Plan to include additional urban renewal projects or for other purposes (Amendment No. 3 area) (also referred to as March 2016 Additions Area).

E. On November 14, 2016, the City Council adopted Ordinance No. 5373 and Resolution No. 2016-904, to amend the Plan by removing area included therein, and one or more other amendments have been made to the Plan to include

additional urban renewal projects or for other purposes (Amendment No. 4 removal area) (also referred to as November 2016 Removal Area).

F. On November 28, 2016 the City Council adopted Ordinance No. 5376 and on November 14, 2016 adopted Resolution No. 2016-905, to amend the Plan by enlarging the area included therein, and one or more other amendments have been made to the Plan to include additional urban renewal projects or for other purposes (Amendment No. 5 area) (also referred to as November 2016 Additions Area).

G. The City desires to amend the Plan again to enlarge the area included therein and to update related information in the Plan. Said amendment may be referred to as Amendment No. 6 area.

AMENDMENT

NOW THEREFORE, the Martin Road Development Plan, as previously amended, is hereby further amended as follows:

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

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

Attachment G (Planning, Programming & Zoning Commission recommendation)
Attachment H (notice of consultation)
Attachment I (resolution adopting this amendment)
Attachment J (ordinance adopting amended TIF district)
Attachment K (published notice of public hearing)
Attachment L (posted notice of public hearing)

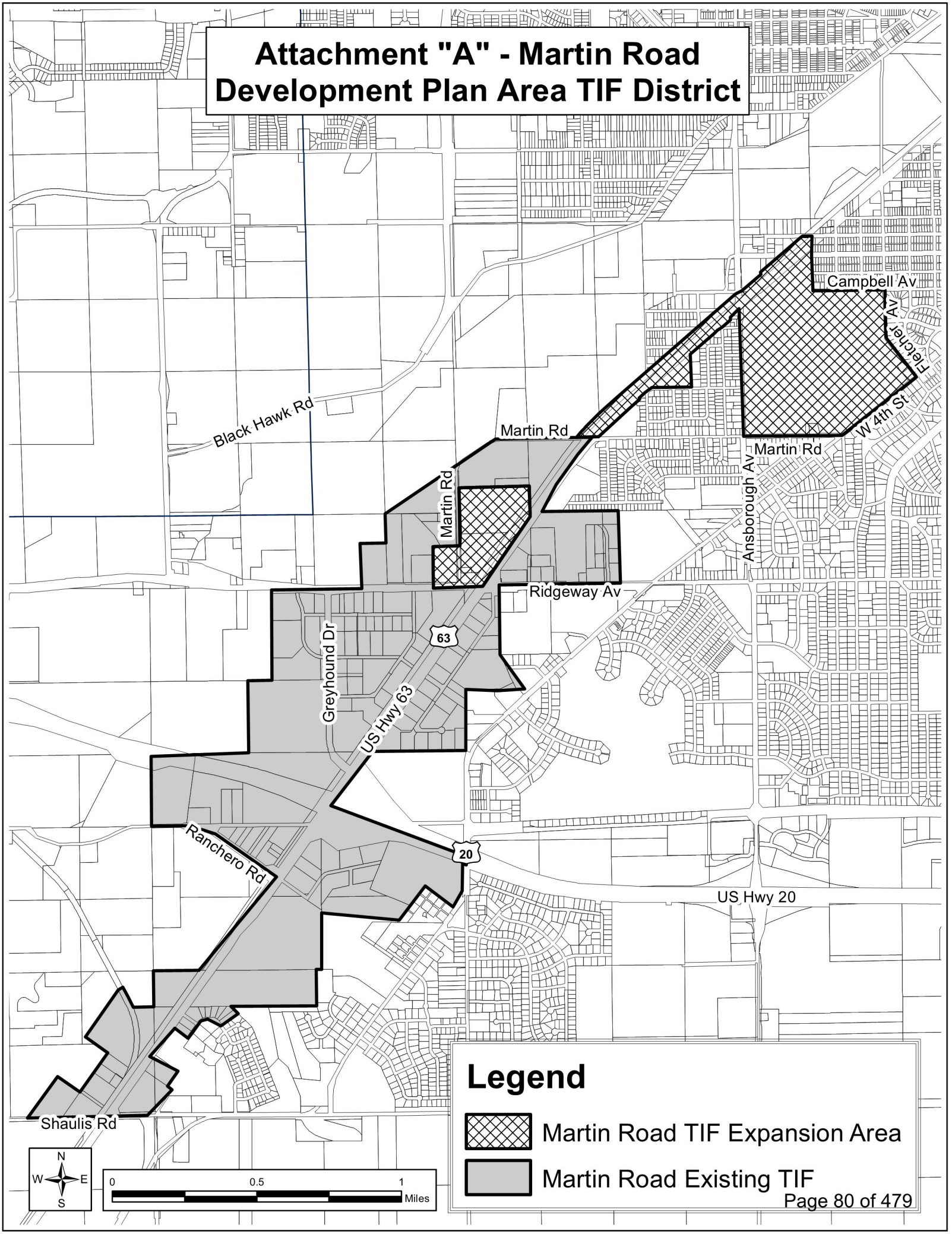
3. Except as modified by this amendment, the Plan, as previously amended, shall continue unmodified in full force and effect.

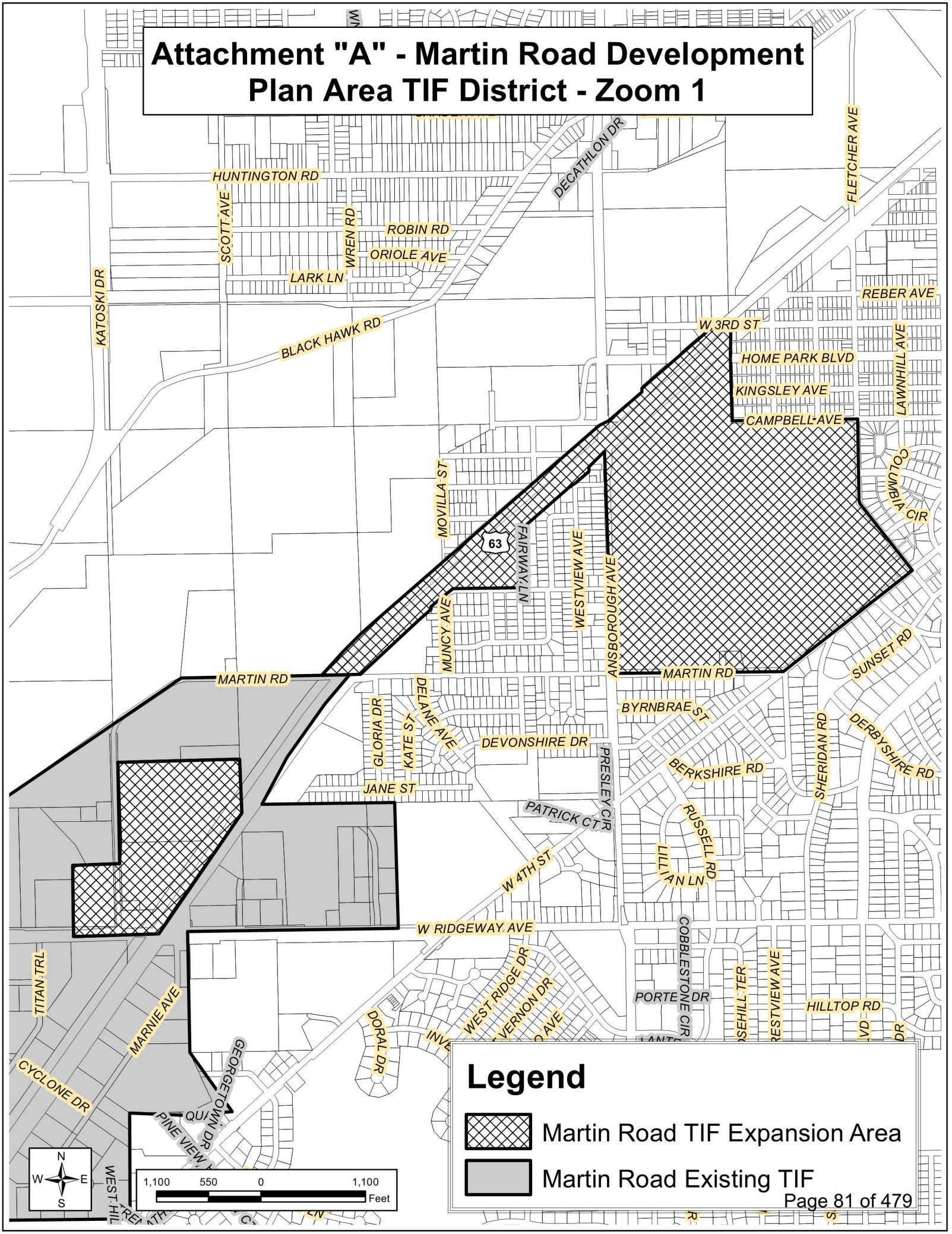
PASSED AND APPROVED this _____ day of _____, 2022.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk


Attachment "A" - Martin Road
Development Plan Area TIF District
Campbell Av
Fletcher Av
W 4th St
Black Hawk Rd
Martin Rd
Martin Rd
Martin Rd
Ansborough Av
Ridgeway Av
63
Greyhound Dr
US Hwy 63
Ranchero Rd
20
US Hwy 20
Shaulis Rd
N
W
E
S
0
0.5
1
Miles
Legend
Martin Road TIF Expansion Area
Martin Road Existing TIF


Attachment "A" - Martin Road Development Plan Area TIF District - Zoom 1
HUNTINGTON RD
SCOTT AVE
WREN RD
ROBIN RD
ORIOLE AVE
LARK LN
KATOSKI DR
BLACK HAWK RD
DECATHLON DR
FLETCHER AVE
REBER AVE
W 3RD ST
HOME PARK BLVD
KINGSLEY AVE
CAMPBELL AVE
LAWNHILL AVE
COLUMBIA CIR
MOVILLA ST
63
FAIRWAY LN
WESTVIEW AVE
ANSBOROUGH AVE
MUNCY AVE
MARTIN RD
MARTIN RD
SUNSET RD
BYRNBRAE ST
GLORIA DR
KATE ST
DELANE AVE
DEVONSHIRE DR
PRESLEY CIR
JANE ST
BERKSHIRE RD
SHERIDAN RD
DERBYSHIRE RD
PATRICK CT
RUSSELL RD
LILLIAN LN
W 4TH ST
W RIDGEWAY AVE
COBBLESTONE CIR
PORTE DR
HILLTOP RD
WEST RIDGE DR
VERNON DR
DORAL DR
TITAN TRL
MARNIE AVE
CYCLONE DR
GEORGETOWN DR
PINE VIEW
WEST
N
W
E
S
1,100 550 0 1,100
Feet
Legend
Martin Road TIF Expansion Area
Martin Road Existing TIF

Attachment B

MARTIN ROAD DEVELOPMENT PLAN
URBAN RENEWAL AREA LEGAL DESCRIPTIONS

Original area (1996) (Original Subarea)

All portions of the Original area have been included in subsequent amendment subareas.

Amendment No. 1 area (2004) (Amendment No. 1 Subarea) (as modified by Amendment No. 4 (2016))

Beginning at the point of intersection of the centerline of U.S. Highway 63 (Sergeant Rd.) and the North line of the Southeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West, thence East along the North line of said Southeast ¼ of the Southwest ¼ of said Section to the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.), thence Southwesterly along said right-of-way to its intersection with the West line of the Southeast ¼ of the Southwest ¼ of said Section, thence South 89°50'15" East a distance of 432.65', thence South 1°40'30" East to the South line of said Section, thence West along said South line to the point where it would intersect the Northerly extension of the East line of Tract A of Kingswood Second Addition to Waterloo, thence South along the extension of and the East line of Tract A to the Northwest corner of Lot 15, Kingswood First Addition, said point also being a point on the Easterly line of Lot 6 of South Waterloo Commercial Park, thence Southeasterly following the Easterly line of said Lot 6 to the most Southeasterly corner of said lot, thence Southwesterly and Westerly along the South line of said lot to an angle point on the South line of said Lot 6, which is also a point on the West line of Section 5, Township 88 North, Range 13 West, thence South along the West line of said Section to the North line of the Southeast ¼ of the Southeast ¼ of Section 6, Township 88 North, Range 13 West, thence West along the North line of the Southeast ¼ of the Southeast ¼ and the North line of the Southwest ¼ of the Southeast ¼ to a point on the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned), thence South 35°31'30" West 850.21 feet along said line, thence North 72°26'10" West 1005.02 feet, thence Westerly 637.85 feet along a 7,789.65 foot radius curve, concave Southerly, having a chord bearing North 75°14'03" West 637.67 feet, thence North 77°34'36" West 835.86 feet, thence North 06°19'51" East 32.15 feet to the South line of the Northwest ¼ of the Southwest ¼ of Section 6, Township 88 North, Range 13 West, thence East along said line to the West line of the Northeast ¼ of the Southwest ¼ of said Section, thence North along the West line of the Northeast ¼ of the Southwest ¼ to the North line of the Northeast ¼ of the Southwest ¼ of said Section, thence East along said North line to a point on the East line of the West 440 feet of the East one-half of the Northwest fractional ¼ of said Section, thence North along the East line of the West 440 feet of the East one-half of the Northwest fractional ¼ to the North line of said

Section 6, thence East along the North line of said Section 6, which is also the South line of Section 32, Township 89 North, Range 13 West, to the West line of the East 475 feet of the Southwest ¼ of the Southeast ¼ of Section 32, thence North 790 feet along said West line, thence East 475 feet to the West line of the Southeast ¼ of the Southeast ¼ of said Section, thence South along the West line of the Southeast ¼ of the Southeast ¼ to the South line of Section 32, thence East along the South line of Section 32, Township 89 North, Range 13 West, and Section 33, Township 89 North, Range 13 West, to the centerline of U.S. Highway 63 (Sergeant Rd.), thence Northeasterly along said centerline to the point of beginning, all in the City of Waterloo, Black Hawk County, Iowa.

Except the following areas removed from the Amendment No. 1 area by Amendment No. 4 (2016): Beginning at the point of intersection of the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.) and the West line of the Southeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West, thence South 89°50'15" East a distance of 432.65', thence South 1°40'30" East to the South line of said Section, thence West along said South line to the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.), thence Northerly and Northeasterly along said Southeasterly right-of-way line to the point of beginning.

Also except beginning at a point on the East line of Lot 16 of Kingswood Second Addition that is 250 feet North of the South line of said Lot 16, thence Southerly and Southeasterly along the East line of said Lot 16 and the East line of Lot 6 of South Waterloo Commercial Park to the Easterly most corner of said Lot 6, thence Southwesterly and Westerly along the South line of said Lot 6 to its intersection with the East line of Section 6, Township 88 North, Range 13 West, thence South along the East line of Section 6 to the Northeast corner of the Southeast ¼ of the Southeast ¼ of Section 6, thence West along the North line of the Southeast ¼ of the Southeast ¼ of Section 6 to the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.), thence Northeasterly along the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.) to the Northerly most corner of Lot 3 of South Waterloo Commercial Park, thence Southeasterly along the Northeasterly line of said Lot 3 and an extension of the Northeasterly line of said Lot 3 to its intersection with the Northwesterly line of Lot 6 of South Waterloo Commercial Park, thence Northeasterly along the Northwesterly line of said Lot 6 and the Northwesterly line of Lot 16 of Kingswood Second Addition to its intersection with a line that is 250 feet North of the South line of said Lot 16, thence East along a line that is 250 feet North of the South line of said Lot 16 to the point of beginning.

Also except beginning at the Southerly most corner of Greenbelt Centre Plat No. 6, thence Southwesterly along the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned) to its intersection with the Northeasterly right-of-way line of Greyhound Drive, thence Northwesterly and Northerly along the Northeasterly and Easterly right-of-way line of Greyhound Drive to the Southwest corner of Greenbelt Centre Plat No. 3, thence East along the South line of Greenbelt Centre Plat No. 3 and the South line of Greenbelt Centre Plat No. 5 to the Southeast corner of Greenbelt Centre Plat No. 5, thence South and Southwest along the Westerly and Northwesterly right-of-way line of Titan Trail to the Westerly most corner of

Greenbelt Centre Plat No. 2, thence Southeast along the Southwest line of Greenbelt Centre Plat No. 2 to the Northerly most corner of Greenbelt Centre Plat No. 6, thence Southwesterly along the Northwesterly line of Greenbelt Centre Plat No. 6 to the Westerly most corner of Greenbelt Centre Plat No. 6, thence Southeasterly along the Southwesterly line of Greenbelt Centre Plat No. 6 to the point of beginning.
Also except beginning at the Southwest corner of the Northeast ¼ of the Southwest ¼ of Section 6, Township 88 North, Range 13 West, thence North along the West line of the Northeast ¼ of the Southwest ¼ of said Section 6 to the Northwest corner of the Northeast ¼ of the Southwest ¼ of said Section 6, thence East along the North line of the Northeast ¼ of the Southwest ¼ and the Northwest ¼ of the Southeast ¼ of said Section 6 to the Westerly right-of-way line of Greyhound Drive, thence Southerly along the Westerly right-of-way line of Greyhound Drive to its intersection with the South line of the Northwest ¼ of the Southeast ¼ of said Section 6, thence West along the South line of the Northwest ¼ of the Southeast ¼ and the South line of the Northeast ¼ of the Southwest ¼ of said Section 6 to the point of beginning.
Also except the East ½ of the Northwest Fractional ¼ of Section 6, Township 88 North, Range 13 West lying Easterly of the Westerly 440 feet of said Northwest Fractional ¼ and that part of the Northeast Fractional ¼ of said Section 6 lying Westerly of the Westerly right-of-way line of Greyhound Drive, but not excepting the portion of the above described area platted as Lot 1 and Tract A of Greenbelt Centre Plat No. 1, and not excepting the portion of the above described area platted as Lot 2 of Greenbelt Centre Plat No 4.
Also except Lot 1 of Greenbelt Centre Plat No. 2.
Also except Lot 2, Lot 3, and the portion of Lot 1 lying Easterly of the Westerly 150 feet of Lot 1 of Greenbelt Centre Plat No. 3.
Also except Lots 1 thru 12 of Greenbelt Centre Plat No. 5.
Also except Lot 1 of Deer Creek Plat No. 2.
And also except that part of the Southwest ¼ of the Southeast ¼ of Section 32, Township 89 North, Range 13 West, described as beginning at the Southeast Corner of said Southwest ¼ of the Southeast ¼, thence West 475 feet, thence North 790 feet, thence East 475 feet, thence South 790 feet to the point of beginning.

Amendment No. 2 area (2014) (Amendment No. 2 Subarea) (as modified by Amendment No. 4 (2016))

Beginning at the intersection of the North line of the Southeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West and the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Road); thence Southwesterly along said right-of-way to its intersection with the West line of the Southeast ¼ of the Southwest ¼ of said Section 33; thence South 89°50’15” East a distance of 432.65’; thence South 1°40’30” East to the South line of said Section; thence East along said South line to the Southeast corner of the Southeast ¼ of the Southwest ¼ of said Section 33; thence North along the East line of said Southeast ¼ of the Southwest ¼ of Section

33 to the Northeast corner of the said Southeast ¼ of the Southwest ¼ of Section 33; thence West along the North line of said Southeast ¼ of the Southwest ¼ of Section 33 to the point of beginning;

And also: Beginning at a point on the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned) that is South 35°31'30" West 850.21 feet from a point on said Northwesterly right-of-way line that intersects the North line of the Southwest ¼ of the Southeast ¼ of Section 6, Township 88, Range 13; thence South to the centerline of U.S. Highway 20 as presently established; thence Southeasterly along the centerline of U.S. Highway 20 as presently established to its intersection with the East line of Section 7, Township 88 North, Range 13 West; thence Southerly along the East line of said Section 7 to a point that is 745.6 feet South of the Northeast corner of said Section 7; thence West 70.6 feet; thence South 419.6 feet; thence Southerly 265.5 feet along a 407.5' radius curve concave Westerly having a chord bearing South 18°40' West 260.8 feet; thence South 37°20' West 149.5 feet; thence North 52°17.5' West 643.0 feet; thence South 37°42' West 450 feet; thence continuing South 37°42' West to the Southeasterly most corner of the following described parcel; the North 17.06 acres of the South ½ of the Northeast ¼ of Section 7, Township 88 North, Range 13 West located West of road, and except that part of Timberline Patio Homes plat bounded as follows: commencing at a point on the centerline of West 4th Street which is 626.32 feet Southwest of the intersection of said centerline with the East line of said Section 7, thence North 89°30' West 881.76 feet, thence North 37°21'30" East 837.49 feet, thence South 52°38'30" East 710 feet, thence Southwesterly along the centerline of West 4th Street to the point of beginning, and except Highway, and except that part of the Northeast ¼ of said Section 7 described as follows: beginning at a point on the West line of said Northeast ¼ which is 1,218 feet South of the Northwest corner of said Northeast ¼, thence North 78°47'45" East 208.37 feet, thence South 35°6'15" West 352.10 feet to the West line of said Northeast ¼, thence Northwest to the point of beginning, and except that part platted as Ekho Ridge Addition; thence Northwesterly along the Southwesterly line of said described parcel to its intersection with the West line of the Northeast ¼ of said Section 7; thence Southerly along the West line of the Northeast ¼ of said Section 7 to the center of said Section 7; thence South 89°46'50" West 99.19 feet along the North line of the Southwest ¼ of said Section 7; thence South 665.54 feet to the Westerly most corner of Lot 3 of Nottingham Heights Addition; thence Westerly along the South line of the North ½ of the North ½ of the Southwest ¼ of said Section 7 to the Northeast corner of Lot C-1 of Southland Park Third Addition; thence Southeasterly along the Northeasterly line of said Lot C-1 to the Easterly most corner of said Lot C-1; thence southwesterly along the Southeasterly line of said Lot C-1 and an extension of the Southeasterly line of said Lot C-1 to the centerline of Charm Drive; thence Northwesterly, Westerly, and Southwesterly along the Centerline of Charm Drive to its intersection with a point on the Southwest line of Southland Park 4th Addition; thence Northwesterly and Northeasterly following the Southwesterly lines of Southland Park 4th Addition to the Southerly most corner of Lot C-8 of said addition; thence Northwesterly along the Southwesterly line of said Lot C-8 to the Westerly most corner of said Lot C-8; thence Southwesterly along the Southeasterly right-of-

way line of U.S. Highway 63 to the Northerly most corner of the following described parcel: Unplatted Waterloo West, a part of the Southwest ¼ of Section 7, Township 88 North, Range 13 West, beginning at a point on the West line of said Section 7 which is 1,066.45 feet North of the Southwest corner of said Section 7, thence North 36°2' East 44 feet, thence South 53°58' East 500 feet, thence South 36°2' West 344 feet, thence North 53°58' West 281.77 feet to the West line of said Section 7, thence North 370.98 feet to the point of beginning; thence Southeasterly along the Northeasterly line of said described parcel to the Easterly most corner of said described parcel; thence Southwesterly along the Southeasterly line of said described parcel to the Southerly most corner of said described parcel; thence South 53°58' East a distance of 107.59'; thence South 35°16'20" West a distance of 139.64'; thence Southwesterly in a straight line to a point on the West line of said Section 7 that is 33 feet North of the Southwest corner of said Section 7; thence South 33' to the Southwest corner of said Section 7; thence Westerly along the South line of Section 12 of Township 88 North, Range 14 West to the intersection of the South line of said Section 12 and a line 1,000' Northwesterly of and parallel to the Northwesterly right-of- way line of the Chicago Great Western Railroad (now abandoned); thence Northeasterly 935 feet along said parallel line; thence Southeasterly at a right angle 500 feet; thence Northeasterly at a right angle 878.6 feet; thence Northwesterly at a right angle to the North line of the South ½ of the Southeast ¼ of said Section 12; thence continuing Northwesterly along the last bearing to the intersection with a line 1,000' Northwesterly of and parallel to the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned); thence Northeasterly along said parallel line to its intersection with the Northeasterly right-of-way line of the Cedar Falls Branch Line of the C NW Transportation Co. (now abandoned); thence Northwesterly along said Northeasterly right-of-way line to its intersection with the North line of the Northeast ¼ of the Southeast ¼ of Section 12, Township 88 North, Range 14 West; thence East along said North line and the North line of the Northwest ¼ of the Southwest ¼ of Section 7, Township 88 North, Range 13 West to its intersection with the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned); thence Northeasterly along said Northwesterly right-of-way line to the centerline of Ranchero Road as presently established; thence Northwesterly and Westerly along said centerline of Ranchero Road to the Southwest corner of Section 6, Township 88 North, Range 13 West; thence Northerly along the West line of said Section 6 to the Northwest corner of the Southwest fractional ¼ of the Southwest fractional ¼ of said Section 6; thence North 89°42'54" East a distance of 818.14 feet; thence South 06°19'51" West a distance of 32.15 feet; thence South 77°34'36" East a distance of 835.86 feet; thence Easterly 637.85 feet along a 7,789.65 foot radius curve, concave Southerly, having a chord bearing South 75°14'03" East 637.67 feet; thence South 72°26'10" East 1005.02' to the point of beginning.
Except the following area removed from the Amendment No. 2 area by Amendment No. 4 (2016): Beginning at the intersection of the Northeasterly right-of-way line of the Cedar Falls Branch Line of the CNW Transportation Co. (now abandoned) and a line that is 1,000 feet Northwesterly of and parallel to the Northwesterly right-of-way line of the Chicago Great Western Railroad (no abandoned), thence Northwesterly along said Northeasterly right-of-way

line of the Cedar Falls Branch Line of the CNW Transportation Co. to its intersection with the North line of the Northeast ¼ of the Southeast ¼ of Section 12, Township 88 North, Range 14 West, thence East along said North line to the East line of said Section 12, thence South along the East line of said Section 12 to the Southeast corner of the Northeast ¼ of the Northeast ¼ of the Southeast ¼ of said Section 12, thence West along the South line of the Northeast ¼ of the Northeast ¼ of the Southeast ¼ of said Section 12 to the Northeasterly right-of-way line of the Cedar Falls Branch Line of the CNE Transportation Co., thence Northwesterly along said Northeasterly right-of-way line to the point of beginning.

Amendment No. 3 area (2016) (2016 Addition Amendment No. 3 Subarea)

Parcel "D" according to Plat of Survey filed on 1/28/2015 as Doc. No. 2015-12088, as described as: That part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Thirty-three (33), Township Eighty-nine North (T89N), Range Thirteen West (R13W) of the Fifth Principal Meridian, Waterloo, Black Hawk County, Iowa, described as follows: Beginning at the Southwest corner of aforesaid Southwest Quarter (SW¼) of the Southeast Quarter (SE¼); thence N01°52'25"W Thirty-three (33.00) feet along the West line of said Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) to the North Right-of-Way line of Ridgeway Avenue; thence N01°53'44"W Six Hundred Twenty-four and Twenty-six Hundredth (624.26) feet still along said West line to the Southeast corner of Parcel "K", Document No. 2003-27008 in the Black Hawk County Recorder's Office; thence N01°37'11"W Six Hundred Sixty-seven and Fifty-two Hundredths (667.52) feet along the East line of said Parcel "K" to the Northwest corner of aforesaid Southwest Quarter (SW¼) of the Southeast Quarter (SE¼), which is also on the South line of Jane Addition; thence N89°14'00"E Two Hundred Ninety-five and Eighty-eight Hundredths (295.88) feet along the South line of said Jane Addition to the Southeast corner of said Jane Addition; thence S01°45'23"E One Thousand Three Hundred Twenty-four and Sixteen Hundredths (1324.16) feet to the South line of aforesaid Southwest Quarter (SW¼) of the Southeast Quarter (SE¼); thence S89°06'56"W Two Hundred Ninety-five and Eighty-eight Hundredths (295.88) feet along said South line to the point of beginning.

Amendment No. 5 area (2016) (2016 Addition Amendment No. 5 Subarea)

Beginning at a point on the East line of Section 32, Township 89 North, Range 13 West that is four hundred twenty (420) feet South of the Northeast corner of the Northeast ¼ of the Southeast ¼ of said Section 32, thence South along said East line to its intersection with the northerly right-of-way line of Martin Road, thence Northeasterly and Easterly along said right-of-way line and an extension thereof to its intersection with the centerline of U.S. Highway 63, thence Southwesterly along said centerline to its intersection with the West line of the Northeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West, thence North along said West line to its intersection with a line that is 1,789.59 feet North of the South line of said

Section 33, thence West along said line that is 1,789.59 feet North of the South line of said Section 33 to its intersection with the East line of Section 32, Township 89 North, Range 13 West, thence South along the East line of said Section 32 to its intersection with an Easterly extension of the North line of Lot 1 of Brock Addition, thence West along an Easterly extension of the North line of said Lot 1 and the North line of said Lot 1 to the Northwest corner of said Lot 1, thence South along the West line of said Lot 1 and a Southerly extension of the West line of said Lot 1 to the South line of said Section 32, thence West along the South line of said Section 32 to the Southwest corner of the Southeast ¼ of the Southeast ¼ of Section 32, thence North to the Southwest corner of the Northeast ¼ of the Southeast ¼ of said Section 32, thence Northeasterly to a point that is nine hundred ninety (990) feet East of and six hundred seventy five (675) feet North of the Southwest corner of the Northeast ¼ of the Southeast ¼ of said Section 32, thence continuing Northeasterly to the point of beginning.

Also, beginning at the point of intersection of the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.) and the West line of the Southeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West, thence South 89°50'15" East a distance of 432.65', thence South 1°40'30" East to the South line of said Section, thence West along said South line to the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.), thence Northerly and Northeasterly along said Southeasterly right-of-way line to the point of beginning.

Also except beginning at a point on the East line of Lot 16 of Kingswood Second Addition that is 250 feet North of the South line of said Lot 16, thence Southerly and Southeasterly along the East line of said Lot 16 and the East line of Lot 6 of South Waterloo Commercial Park to the Easterly most corner of said Lot 6, thence Southwesterly and Westerly along the South line of said Lot 6 to its intersection with the East line of Section 6, Township 88 North, Range 13 West, thence South along the East line of Section 6 to the Northeast corner of the Southeast ¼ of the Southeast ¼ of Section 6, thence West along the North line of the Southeast ¼ of the Southeast ¼ of Section 6 to the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.), thence Northeasterly along the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.) to the Northerly most corner of Lot 3 of South Waterloo Commercial Park, thence Southeasterly along the Northeasterly line of said Lot 3 and an extension of the Northeasterly line of said Lot 3 to its intersection with the Northwesterly line of Lot 6 of South Waterloo Commercial Park, thence Northeasterly along the Northwesterly line of said Lot 6 and the Northwesterly line of Lot 16 of Kingswood Second Addition to its intersection with a line that is 250 feet North of the South line of said Lot 16, thence East along a line that is 250 feet North of the South line of said Lot 16 to the point of beginning.

Also, beginning at the Southerly most corner of Greenbelt Centre Plat No. 6, thence Southwesterly along the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned) to its intersection with the Northeasterly right-of-way line of Greyhound Drive, thence Northwesterly and Northerly along the Northeasterly and Easterly right-of-way line of Greyhound Drive to the Southwest corner of Greenbelt Centre Plat No. 3, thence East along the South line of Greenbelt Centre Plat No. 3 and the South line of Greenbelt Centre Plat No. 5 to

the Southeast corner of Greenbelt Centre Plat No. 5, thence South and Southwest along the Westerly and Northwesterly right-of-way line of Titan Trail to the Westerly most corner of Greenbelt Centre Plat No. 2, thence Southeast along the Southwest line of Greenbelt Centre Plat No. 2 to the Northerly most corner of Greenbelt Centre Plat No. 6, thence Southwesterly along the Northwesterly line of Greenbelt Centre Plat No. 6 to the Westerly most corner of Greenbelt Centre Plat No. 6, thence Southeasterly along the Southwesterly line of Greenbelt Centre Plat No. 6 to the point of beginning.
Also, beginning at the Southwest corner of the Northeast ¼ of the Southwest ¼ of Section 6, Township 88 North, Range 13 West, thence North along the West line of the Northeast ¼ of the Southwest ¼ of said Section 6 to the Northwest corner of the Northeast ¼ of the Southwest ¼ of said Section 6, thence East along the North line of the Northeast ¼ of the Southwest ¼ and the Northwest ¼ of the Southeast ¼ of said Section 6 to the Westerly right-of-way line of Greyhound Drive, thence Southerly along the Westerly right-of-way line of Greyhound Drive to its intersection with the South line of the Northwest ¼ of the Southeast ¼ of said Section 6, thence West along the South line of the Northwest ¼ of the Southeast ¼ and the South line of the Northeast ¼ of the Southwest ¼ of said Section 6 to the point of beginning.
Also, the East ½ of the Northwest Fractional ¼ of Section 6, Township 88 North, Range 13 West lying Easterly of the Westerly 440 feet of said Northwest Fractional ¼ and that part of the Northeast Fractional ¼ of said Section 6 lying Westerly of the Westerly right-of-way line of Greyhound Drive, except the portion of the above described area platted as Lot 1 and Tract A of Greenbelt Centre Plat No. 1, and except the portion of the above described area platted as Lot 2 of Greenbelt Centre Plat No 4.
Also, Lot 1 of Greenbelt Centre Plat No. 2.
Also, Lot 2, Lot 3, and the portion of Lot 1 lying Easterly of the Westerly 150 feet of Lot 1 of Greenbelt Centre Plat No. 3.
Also, Lots 1 thru 12 of Greenbelt Centre Plat No. 5.
Also, Lot 1 of Deer Creek Plat No. 2.
Also, that part of the Southwest ¼ of the Southeast ¼ of Section 32, Township 89 North, Range 13 West, described as beginning at the Southeast Corner of said Southwest ¼ of the Southeast ¼, thence West 475 feet, thence North 790 feet, thence East 475 feet, thence South 790 feet to the point of beginning.

Amendment No. 6 area (2022) (2022 Addition Amendment No. 6 Subarea)

Beginning at the intersection of the centerline of U.S. Highway 63 and the West line of the Northeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West, thence North along said West line to its intersection with a line that is 1,789.59 feet North of the South line of said Section 33, thence West along said line that is 1,789.59 feet North of the South line of said Section 33 to its intersection with the East line of Section 32, Township 89 North, Range 13 West, thence South along the East line of said Section 32 to its intersection with an Easterly extension of the North line of Lot 1 of Brock Addition, thence West along an Easterly extension

of the North line of said Lot 1 and the North line of said Lot 1 to the Northwest corner of said Lot 1, thence South along the West line of said Lot 1 and a Southerly extension of the West line of said Lot 1 to the South line of said Section 32, thence East along the South line of said Section 32 and the South line of said Section 33 to the centerline of U.S. Highway 63, thence Northeasterly along the centerline of U.S. Highway 63 to the point of beginning.
Also, beginning at the intersection of the Northerly right-of-way line of Martin Road and the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned), thence Northeasterly along said Northwesterly right-of-way to the centerline of W 3rd Street, thence East along the centerline of W 3rd Street to its intersection with a Northerly extension of the centerline of Orange Grove Avenue, thence South along said Northerly extension of the centerline of Orange Grove Avenue and the centerline of Orange Grove Avenue to the centerline of Campbell Avenue, thence East along the centerline of Campbell Avenue to the centerline of Fletcher Avenue, thence South and Southeasterly along the centerline of Fletcher Avenue to the centerline of W 4th Street, thence Southwesterly along the centerline of W 4th Street to the centerline of Martin Road, thence West along the centerline of Martin Road to the centerline of Ansborough Avenue, thence North along the centerline of Ansborough Avenue to its intersection with the Southeasterly right-of-way line of U.S. Highway 63, thence Southwesterly along the Southeasterly right-of-way line of U.S. Highway 63 to its intersection with the East line of the West 75 feet of Lot 23 of Park View Gardens, thence South along said East line to its intersection with the North right-of-way line of Upland Drive, thence West along the North right-of-way line of Upland Drive to its intersection with the Southeasterly right-of-way line of U.S. Highway 63, thence Southwesterly along the Southeasterly right-of-way line of U.S. Highway 63 to its intersection with the Northerly right-of-way line of Martin Road, thence West along the Northerly right-of-way line of Martin Road to the point of beginning.

Attachment C

City of Waterloo
Black Hawk County, Iowa

Study of Bonding Capacity as of January 1, 2019

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

Attachment D
Project Budget - Martin Road Development Plan (2022)

Infill of Greyhound Drive area

EXPENSES

Construction	$6,300,000
Architectural & Engineering Fees	$420,000
Construction Administration	$280,000
TOTAL	**$7,000,000**

FUNDING

City (Local Option, GO Bonds)	$800,000
City TIF	$2,800,000
Federal/State (MPO, RISE)	$3,400,000
TOTAL	**$7,000,000**

Infill of Lots along Highway 63 and West Ridgeway Avenue

EXPENSES

Acquisition	$1,800,000
Construction	$2,000,000
Engineering Fees	$240,000
Construction Administration	$80,000
TOTAL	**$4,120,000**

FUNDING

City (Local Option, G.O. Bonds)	$1,000,000
City TIF	$1,800,000
Federal/State (MPO, RISE)	$1,320,000
TOTAL	**$4,120,000**

Potential environmental work along corridor

EXPENSES

Assessments	$300,000
Cleanup	$600,000
Wetland Mitigation	$1,500,000
TOTAL	**$2,400,000**

FUNDING

City (G.O. Bonds)	$400,000
City TIF	$1,300,000
Federal/ State (EPA, DNR)	$700,000
TOTAL	**$2,400,000**

Martin Road Area Sanitary Sewer

EXPENSES

Construction	$1,500,000
Total	**$1,500,000**

FUNDING

City TIF	$1,500,000
Total	**$1,500,000**

Cedar Valley Crossing Road/Infrastructure

EXPENSES

Construction	$1,200,000
Total	**$1,200,000**

FUNDING

City TIF	$1,200,000
Total	**$1,200,000**

Kwik Trip Inc Fuel Blending

EXPENSES

Land Grant	$300,000
Total	**$300,000**

FUNDING

City TIF	$300,000
Total	**$300,000**

Deer Creek

EXPENSES

Grant	$400,000
Rebates	$2,142,969
Total	**$2,542,969**

FUNDING

City TIF	$2,542,969
Total	**$2,542,969**

Cardinal Construction

EXPENSES

Land Grant	$200,000
Rebates	$105,000
Total	**$305,000**

FUNDING

City TIF	$305,000
Total	**$305,000**

3 Stooges Martin Road land grant value

EXPENSES

Land Grant	$200,000
Rebates	$0
Total	**$200,000**

FUNDING

City TIF	$200,000
Total	**$200,000**

A&S Properties (Amy Wienands) Grant

EXPENSES

Grant	$420,000
Rebates	$200,000
Total	**$620,000**

FUNDING

City TIF	$620,000
Total	**$620,000**

Coordination with IDOT for potential roadway improvements to Highway 63

EXPENSES

Construction	$1,600,000
Engineering	$200,000
Construction Administration	$100,000
TOTAL	**$1,900,000**

FUNDING

City (Local Option, G.O. Bonds)	$950,000
State (RISE)	$950,000
TOTAL	**$1,900,000**

Reconstruction of West Ridgeway roadway portion across Black Hawk Creek

EXPENSES

Acquisition	$200,000
Construction	$6,000,000
Engineering Fees	$300,000
Construction Administration	$200,000
TOTAL	**$6,700,000**

FUNDING

City (Local Option, G.O. Bonds)	$3,350,000
State (RISE)	$3,350,000
TOTAL	**$6,700,000**

Traffic signalization improvements at major intersections in Corridor

EXPENSES

Acquisition/purchase	$1,200,000
Construction	$900,000
Engineering Fees	$100,000
Construction Administration	$100,000
TOTAL	**$2,300,000**

FUNDING

State (RISE)	$600,000
City (Local option, G.O. Bonds)	$1,300,000
Federal (MPO)	$400,000
TOTAL	**$2,300,000**

Acquisition of land throughout corridor for expansion of existing and new business

EXPENSES

Acquisition/purchase	$3,500,000
TOTAL	**$3,500,000**

FUNDING

City (G.O. Bonds, TIF funds)	$3,500,000
TOTAL	**$3,500,000**

Public Improvements

EXPENSES

Acquisition	$200,000
Construction	2,000,000
Storm Water Improvements	1,000,000
Engineering fees	$100,000
Construction Administration	$100,000
TOTAL	**$3,400,000**

FUNDING

City (TIF, G.O. Bonds)	$2,500,000
Federal/State (grants, RISE, MPO)	$900,000
TOTAL	**$3,400,000**

Byrnes Acquatics Facility

EXPENSES

Construction	$9,000,000
Engineering Fees	$1,000,000
Total	**$10,000,000**

FUNDING

City (G.O. Bonds)	$10,000,000
Total	**$10,000,000**

Other Martin Road Area road and infastructure improvements

EXPENSES

Acquisition	$100,000
Construction	$2,200,000
Engineering Fees	$100,000
Construction Administration	$100,000
TOTAL	**$2,500,000**

FUNDING

City (Local Option, G.O. Bonds)	$2,000,000
State (RISE)	$500,000
TOTAL	**$2,500,000**

Tax Rebate Projects

EXPENSES

Wilbert	$49,881
Country Estates	44,560
Riley	$13,496
Senad Disderevic	$70,182
JARF	$27,410
Mauer	$58,426
Social Security Building	$175,354
Turnkey PTL	$133,280
Turnkey SVW	$106,238
AVITA	$118,928
Hawkeye Stages	$229,626
Three Stooges (Charm Drive)	$34,000
BCS Properties	$6,000,000
Loves Travel Stop	$700,000
Gubbels	$200,000
M&K Electric (Charm Drive)	$25,000
Warren	$1,000,000
Brent Johnson (truck wash)	$330,000
TOTAL	**$9,316,381**

FUNDING

City (G.O. Bonds, TIF funds)	$9,316,381
TOTAL	**$9,316,381**

Legal, Consulting Fees, and expenses associated with administration and marketing of the urban renewal area

EXPENSES

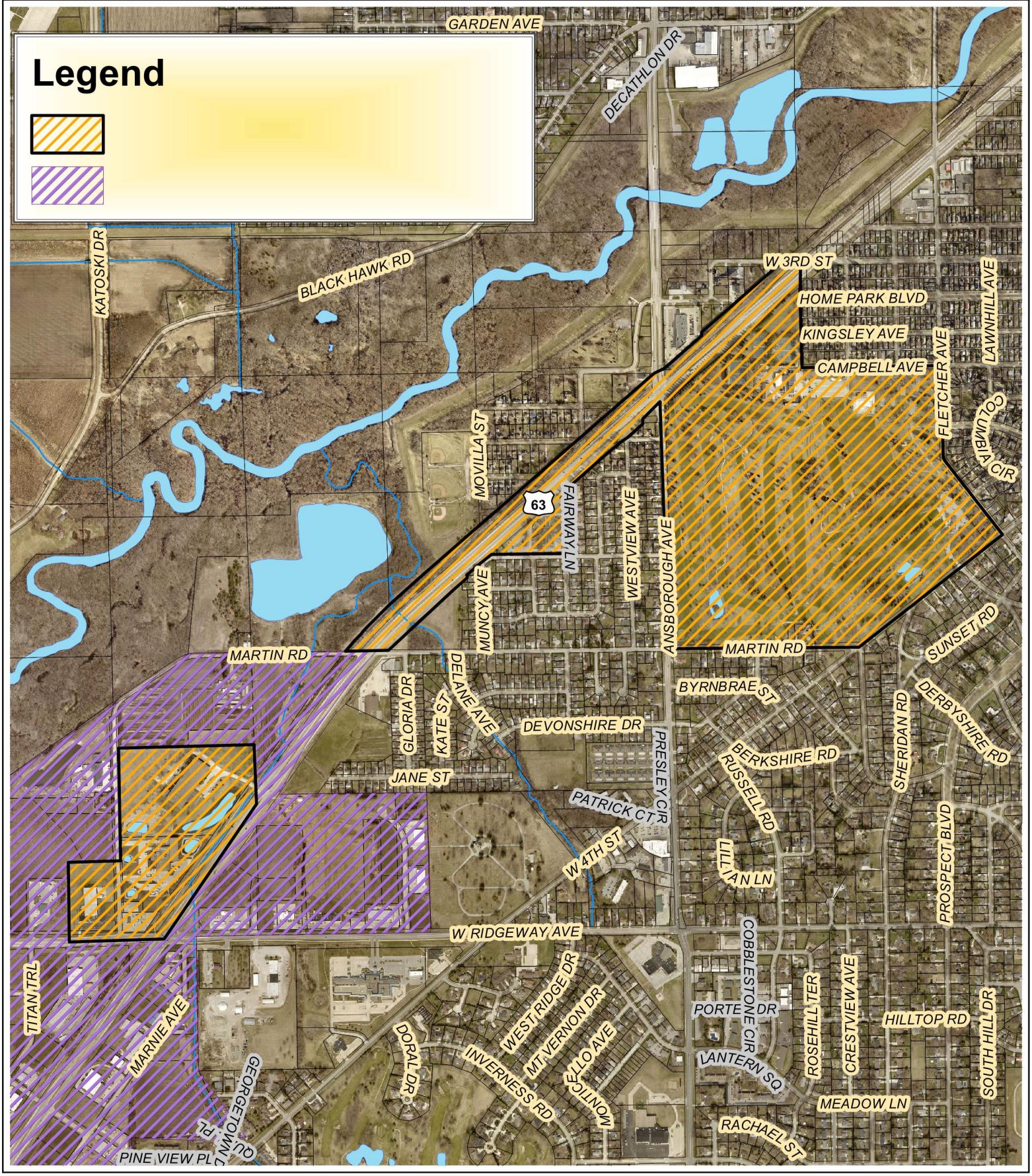
Fees	$1,000,000
TOTAL	**$1,000,000**

FUNDING

City (G.O. Bonds, TIF funds)	$1,000,000
TOTAL	**$1,000,000**

TOTAL EXPENSES

Infill of Greyhound Drive area	$7,000,000
Infill of Lots along Highway 63 and West Ridgeway Avenue	$4,120,000
Potential environmental work along corridor	$2,400,000
Martin Road Area Sanitary Sewer	$1,500,000
Cedar Valley Crossing Road/Infrastructure	$1,200,000
Kwik Trip Inc Fuel Blending	$300,000
Deer Creek	$2,542,969
Cardinal Construction	$305,000
3 Stooges Martin Road land grant value	$200,000
A&S Properties (Amy Wienands) Grant	$620,000
Coordination with IDOT for potential roadway improvements to Highway 63	$1,900,000
Reconstruction of West Ridgeway roadway portion across Black Hawk Creek	$6,700,000
Traffic signalization improvements at major intersections in Corridor	$2,300,000
Acquisition of land throughout corridor for expansion of existing and new business	$3,500,000
Public Improvements	$3,400,000
Byrnes Acquatics Facility	$10,000,000
Other Martin Road Area road and infastructure improvements	$2,500,000
Tax Rebate Projects	$9,316,381
Legal, Consulting Fees, and expenses associated with administration and marketing of the urban renewal area	$1,000,000
TOTAL	**$60,804,350**



City of Waterloo, Iowa
Martin Road TIF Expansion

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CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as June 6, 2022 for the 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, and instruct the City Clerk to publish notice.

City Council Meeting: 5/16/2022
Prepared: 5/4/2022

ATTACHMENTS:

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

SUBJECT:	Resolution setting date of public hearing as June 6, 2022 for the 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, 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 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.

Neighborhood Impact:	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. 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
Legal Descriptions:	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.

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.

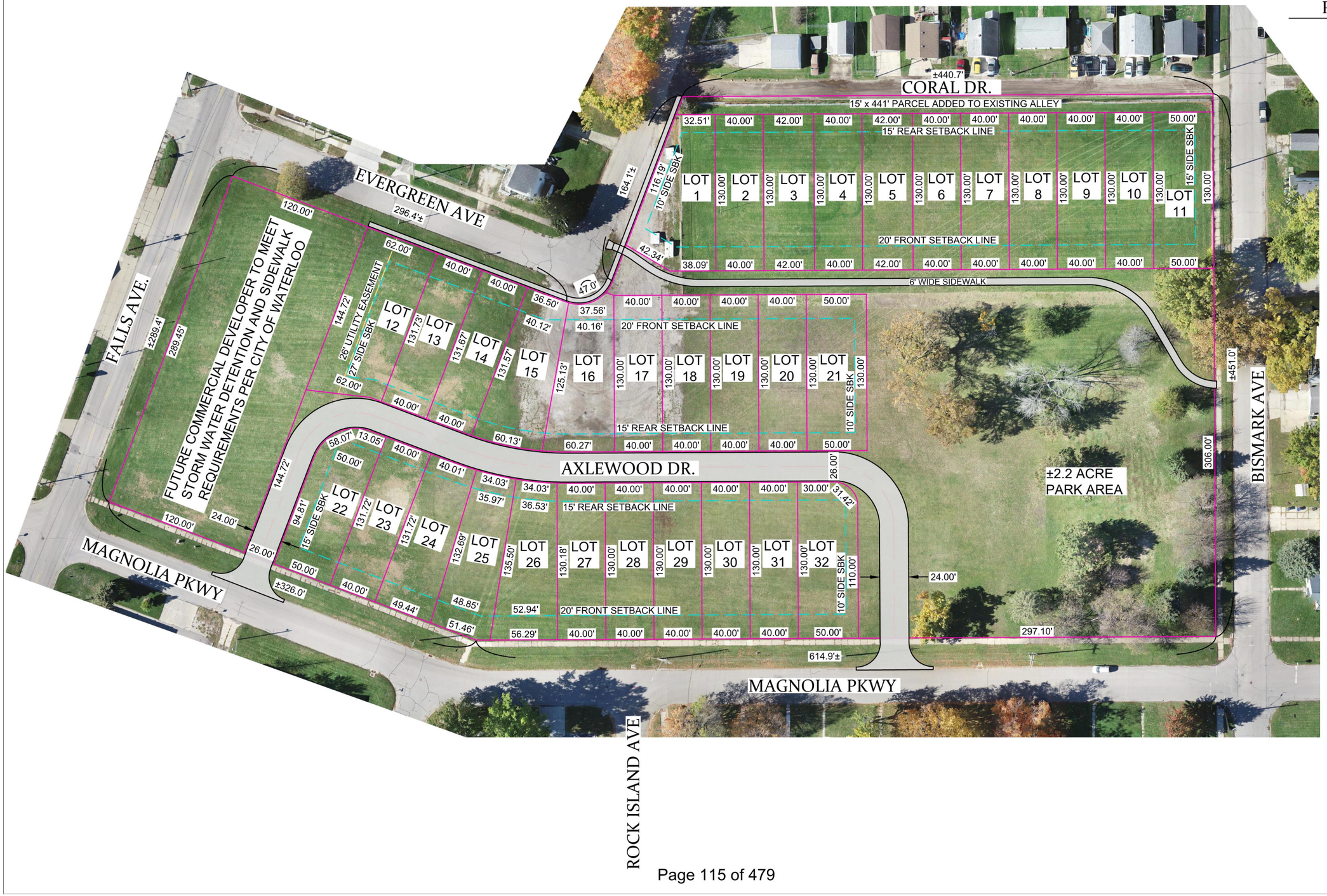
That portion of the vacated alley extending from Magnolia Parkway to Evergreen Avenue in Galloway in the City of Waterloo, Iowa, described as follows: Beginning at the SE-ly corner of Lot 348; running Westerly to the SW-ly corner of Lot 343; thence SW-ly 8 feet to the center line of the alley; thence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

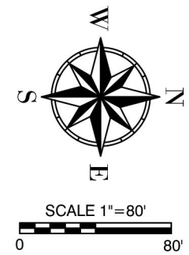
EDISON ADDITON
WATERLOO, IA

CONCEPTUAL DRAWING AND
PRELIMINARY LOT LAYOUT

1/6/2022

PRELIMINARY
NOT FOR CONSTRUCTION





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

CITY OF WATERLOO

Council Communication

Resolution approving preliminary plans, specifications, form of contract , etc. and setting date of bid opening as June 9, 2022 and date of public hearing as June 20, 2022, in conjunction with the FY 2023 CIP Pipelining Phase IVA3, Contact No. 1063, and instruct City Clerk to publish notice.

City Council Meeting: 5/16/2022
Prepared: 5/3/2022

ATTACHMENTS:

Description	Type
Memo	Cover Memo
FY 2023 CIP Pipe Lining Phase IVA3 Plans	Backup Material
CIP Pipelining Phase IVA3 Bid Set	Backup Material
CIPP PHIVA3 Engineer's Estimate	Backup Material

SUBJECT:	Resolution approving preliminary plans, specifications, form of contract , etc. and setting date of bid opening as June 9, 2022 and date of public hearing as June 20, 2022, in conjunction with the FY 2023 CIP Pipelining Phase IVA3, Contact No. 1063, and instruct City Clerk to publish notice.
Submitted by:	Submitted By: Matt Hosford, Collection Systems Superintendent

CITY OF WATERLOO, IOWA

WASTE MANAGEMENT SERVICES DEPARTMENT

3505 Easton Ave. • Waterloo, IA 50703 • Phone (319) 291-4553

Date: May 4, 2022

To: Waterloo Mayor and City Council

From: Matthew Hosford, P.E., Collection Systems Superintendent

Re: Pipelining Phase IVA 3 (Contract No. 1063) Plans, Specifications, Engineer's Estimate of Cost, and Setting of Public Hearing.

Background Discussion

The Cured-in-Place (CIP) Pipelining Project Phase IVA 3 is the annual continuation of the City's sanitary sewer lining and manhole rehabilitation program. This project addresses target areas identified as part of the Sanitary Sewer Master Plan which require repair and is a requirement of the consent decree. Specifically portions of Service Area 19 are included. The project includes cleaning, root removal, televising, CIP pipelining, lateral grouting, and manhole rehabilitation. The project's scheduled completion date is fall of 2022. AECOM was hired to prepare the plans and specifications. The Engineer's Estimate of Cost is $938,779.63. This project is part of the approved Capital Improvements Program and is funded from the sewer fund.

For City Council consideration on the May 16, 2022 regular meeting agenda is setting the date for the public hearing. The bid opening date is scheduled for June 9, 2022. The public hearing, official bid reading, and potential award is scheduled for June 20, 2022.

Recommended Action

It is recommended that the City Council approve setting the date of public hearing, bid reading, and potential award for the CIP Pipelining Phase IVA 3 (Contract No. 1063) at the May 16, 2022 City Council Regular Meeting.

FY 2023 CIP Pipelining Phase IVA3
City of Waterloo, Iowa

City Contract No. 1063

AECOM #60682318

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

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

April 2022

FY 2023 CIP PIPELINING PHASE IVA3
CITY OF WATERLOO, IOWA
CITY CONTRACT NO. 1063

Prepared For:
City of Waterloo, Iowa

Prepared By:
AECOM

April 2022



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

May 16, 2022
CHRISTOPHER G. OELKERS, P.E. Date

License No. 22053

My license renewal date is December 31, 2023.

Pages or sheets covered by this seal:
All Pages

FY 2023 CIP PIPELINING PHASE IVA3
CITY OF WATERLOO, IOWA
CITY CONTRACT NO. 1063

CONTRACT DOCUMENTS

TABLE OF CONTENTS

		Page
1.	NOTICE TO BIDDERS	NTB-1 - 4
2.	NOTICE OF PUBLIC HEARING	NPH-1 - 2
3.	INSTRUCTIONS TO BIDDERS	IB-1 - 10
4.	SRF DOCUMENTATION	SRF-1 - 34
5.	FORM OF BID OR PROPOSAL	BF-1 - 3
6.	SALES TAX EXEMPTION INFORMATION FORM	STE-1
7.	BID BOND	BB-1
8.	NON-COLLUSION AFFIDAVITS	NCA-1 - 2
9.	EQUAL OPPORTUNITY CLAUSE	EOC-1 - 2
9.	TITLE VI CIVIL RIGHTS	TVI-1
10.	BIDDER STATUS FORM	BSF-1 - 2
11.	AFFIRMATIVE ACTION PROGRAM	1 - 8
12.	ITEMS OF POTENTIAL WORK FOR MBE/WBE PARTICIPATION	M-1
	SUBCONTRACTOR'S BID REQUEST FORM,	M-2
	LETTER FORM FOR SUBCONTRACTOR QUOTES	M-3
	MBE/WBE LETTER OF INTENT	M-4
	MBE AND/OR/WBE PREBID CONTACT INFORMATION FORM	5 - 6
13.	WATERLOO/CEDAR FALLS MINORITY AND WOMEN BUSINESS ENTERPRISE CONSTRUCTION AND MAINTENANCE CONTRACTORS GUIDE	1-4
14.	STATEMENT OF BIDDER'S QUALIFICATIONS	SOQ-1 - 2
15.	GENERAL SPECIAL PROVISIONS	GSP-1 - 4
16.	SPECIAL PROVISIONS	SP-1 - 3

The Standard Specifications are amended by the City of Waterloo Supplemental Specifications to the 2022 edition of SUDAS.

The Standard Specifications are also supplemented by the following Technical Specifications which are included in this document to cover the areas not addressed by SUDAS.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01 11 18 Summary of Work ..... 01 11 18-1 to 01 11 18-2
Section 01 22 13 Measurements and Payments ..... 01 22 13-1 to 01 22 13-2

DIVISION 33 - UTILITIES
Section 33 01 31 Cured-in-Place Pipe Sewer Lining..... 33 01 31-1 to 33 01 31-8

17. GENERAL SPECIFICATIONS FOR CONSTRUCTION .....GSC-1 - 13

18. SUPPLEMENTAL GENERAL SPECIFICATIONS FOR CONSTRUCTION SGS-1

19. FORM OF CONTRACT.....C-1 - 4

20. PERFORMANCE BOND.....PFB-1 - 2

21. PAYMENT BOND .....PB-1 - 2

APPENDIX

1. Change Order Form
2. Davis-Bacon Wage Rates - **Requested 5/3/2022**
   US Department of Labor Payroll Form
   Request for Authorization of Additional Classification and Rate
   Notice Poster - Employee Rights Under Davis-Bacon Act

NOTICE TO BIDDERS
For the Taking of Construction Bids for the
FY 2023 CIP PIPELINING PHASE IVA3
In the City of Waterloo, Iowa
CONTRACT NO. 1063

RECEIVING OF BIDS

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in the City Hall of the said City on the **9th day of June, 2022 until 1:00 p.m.** for the construction of the **FY 2023 CIP PIPELINING PHASE IVA3, Contract No. 1063**, as described in detail in the plans and specifications now on file in the Office of the City Clerk.

OPENING OF BIDS

All proposals received will be opened in the First Floor Conference Room at City Hall, in the City of Waterloo, Iowa, on the **9th day of June, 2022, at 1:00 p.m.,** and the proposals will be acted upon at such later time and place as may then be fixed by the City Council.

PUBLIC HEARING

The Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of the above-described improvement project at **5:30 p.m. on June 20, 2022,** said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City.

SCOPE OF WORK

Work of this Contract entails construction of Cured-In-Place (CIP) sanitary sewer lining located in the City of Waterloo, identified as Sewer Service Area 19 (SA #19), as shown on the Drawings. The project includes cleaning, root removal, televising, CIP pipelining and lateral grouting of the following quantities:

8-Inch Diameter CIP - 16,824 LF
10-Inch Diameter CIP - 5,084 LF
12-Inch Diameter CIP - 1,735 LF
Laterals - 333 EA

BEGINNING AND COMPLETION DATES

The work under the proposed contract shall be commenced within ten (10) working days after receipt of "Notice to Proceed" and all items shall be completed on or before **December 30, 2022**.

METHOD OF PAYMENT TO CONTRACTOR

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

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

PLANS AND SPECIFICATIONS

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

Plans and Specifications are available for review only from the Engineering Department.

https://www.cityofwaterlooiowa.com/government/municipalgovermentbids.php .

Complete digital Plans and Specifications are available at **www.questcdn.com**. You may download the digital documents free of charge from Questcdn by inputting Questcdn Project **#8195899** on the website's Project Search page. Please contact Questcdn.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading and working with this digital project information.

Optional paper copies of the Plans and Specifications are available from AECOM, 501 Sycamore Street, Suite 222, Waterloo, Iowa, upon receipt of a $250.00 deposit (CHECK ONLY). Deposits are fully refundable if the plans and specifications are returned in usable condition (i.e., generally free of highlights, ink markings, tears, stickers, water stains and soiling) to the Waterloo AECOM office listed above by the end of the 14th consecutive day after the project has been awarded. No deposits will be refunded for any requests or plans received after the 14th consecutive day, which includes plans returned via mail service. Plan holders are responsible for ascertaining when the project has been awarded. If the plan holder is the prime contractor, or a subcontractor or supplier of the prime contractor that has been awarded the project, Plans and Specifications do not need to be returned to receive the deposit. The prime contractor must submit a list of his subcontractors and suppliers for the City and consulting engineer to verify eligibility for the refundable deposit.

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

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

CONTRACT AWARD

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

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

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

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

PROPOSALS SUBMITTED

The bidder shall submit bids on the items listed in the proposal. The bidder shall clearly write or type the unit bid price and the bid item extension (Unit Price x Estimated Qty) in numerals on the blanks provided.

Should there be any discrepancy between the unit bid price and extension, the City of Waterloo shall consider the unit bid price as being the valid unit bid price.

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

BID SECURITY REQUIRED

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

PERFORMANCE & PAYMENT BONDS

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

MAINTENANCE BOND

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

CONTRACT COMPLIANCE PROGRAM / SUBCONTRACTING

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

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

LIQUIDATED DAMAGES

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

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

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

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

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

BIDDER STATUS

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

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

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

SALES TAX EXEMPTION CERTIFICATES

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

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

CITY OF WATERLOO, IOWA

NOTICE OF PUBLIC HEARING
On Proposed Plans, Specifications, Form of Contract,
And Estimate of Cost
For the
FY 2023 CIP PIPELINING PHASE IVA3
In the City of Waterloo, Iowa

CONTRACT NO. 1063

RECEIVING OF BIDS

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in the City Hall of the said City on the **9th day of June, 2022 until 1:00 p.m.** for the construction of the **FY 2023 CIP PIPELINING PHASE IVA3, Contract No. 1063,** as described in detail in the plans and specifications now on file in the Office of the City Clerk.

OPENING OF BIDS

All proposals received will be opened in the First Floor Conference Room at City Hall, in the City of Waterloo, Iowa, on the **9th day of June, 2022 at 1:00 p.m.,** and the proposals will be acted upon at such later time and place as may then be fixed by the City Council.

PUBLIC HEARING

Notice is hereby given that the Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of the above-described improvement project at **5:30 p.m. on the 20th day of June, 2022,** said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City. The proposed plans, specifications, form of contract, and estimate of cost for said improvements heretofore prepared by the AECOM are now on file in the office of the City Clerk for public examination, and any person interested therein may file written objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto at the meeting above set forth. The NOTICE TO BIDDERS can be viewed at the following locations:

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

1) City of Waterloo web site at http://ci.waterloo.ia.us/

2) Plan rooms:

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

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

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

1) Plan Room Web sites:

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

SCOPE OF WORK

Work of this Contract entails construction of Cured-In-Place (CIP) sanitary sewer lining located in the City of Waterloo, identified as Sewer Service Area 19 (SA #19), as shown on the Drawings. The project includes cleaning, root removal, televising, CIP pipelining and lateral grouting of the following quantities:

8-Inch Diameter CIP - 16,824 LF
10-Inch Diameter CIP - 5,084 LF
12-Inch Diameter CIP - 1,735 LF
Laterals - 333 EA

Published pursuant to the provisions of Chapter 26 of the City Code of Iowa and upon order to the City Council of said Waterloo, Iowa, on the ____ day of _____, 20__.

CITY OF WATERLOO, IOWA

BY: _____
Kelley Felchle
City Clerk

INSTRUCTIONS TO BIDDERS

1. EXPLANATIONS TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the Notice to Bidders, Plans, Specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before submission of their bids. Any interpretation made will be in the form of an amendment of the Notice to Bidders, Plans, Specifications, etc., and will be furnished to all prospective bidders. Its receipt by the bidder must be acknowledged in the space provided on the Proposal Form or by letter or telegram received before the time set for opening of bids. Oral explanations or instructions given before the award of the contract will not be binding.

2. EXAMINATION OF PROPOSED WORK

Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The owner will assume no responsibility for any understanding or representation concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the Notice to Bidders, the Specifications or related documents.

3. PREPARATION OF BIDS

a. Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

   The bidder has the option to submit a computer-generated spreadsheet in lieu of the portion of the Form of Bid or Proposal, which includes the Bid Item Number, Description, Unit, Estimated Quantity, Unit Bid Price, Total Bid Price, and Total Bid. The computer-generated spreadsheet shall include all of the information listed in that portion of the Form of Bid or Proposal as well as bear the signature of the Prime Contractor submitting the bid. For the bidders who submit a computer-generated spread- sheet, the TOTAL BID (with alternates, if applicable) shall also be indicated in the space(s) provided on the Form of Bid or Proposal.

b. The Bid Form may provide for submission of a price or prices for one or more items, which may be lump sum bids, alternate prices, schedule items resulting in a bid on a unit of construction or a combination thereof, etc. When the Bid Form explicitly requires that the bidder bid on all items, failure to do so will disqualify the bid. When submission of a price on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

c. Unless called for, alternate bids will not be considered.

d. Modifications of bids already submitted will be considered if received at the office designated in the Notice to Bidders by the time set for closing of bids. Telegraphic modifications will be considered but should not reveal the amount of the original or revised bid.

e. In preparing his bid, the bidder shall specify the price, written legibly in ink or with the typewriter, at which he proposes to do each item of work. The unit price shall be stated in figures in the blank space provided (i.e., $7.14). In items where unit price is required,

the total amount of each item shall be computed at the unit prices bid for the quantities given on the Bid Form and stated in figures in the blank space provided.

If the bidder chooses to submit the unit prices, total bid price, and total bid on a computer-generated spreadsheet, all numbers shall be easily legible.

f. Any changes or alterations made in the Bid Form, or any addition thereto, may cause the rejection of the bid. No bid will be considered which contains a clause in which the contractor reserves the right to accept or reject a contract awarded him by the city Council of Waterloo. Bids in which the unit prices are obviously unbalanced may be rejected.

g. If the bidder does not qualify as a resident bidder, the nonresident bidder shall specify on the project proposal whether any preference to resident bidders, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country is in effect in the nonresident bidder's state or country of domicile at the time of a bid submittal.

4. SUBMISSION OF BIDS

a. A bid must be sealed in a separate envelope and marked to indicate its contents and be accompanied by the bid security in a separate envelope. If forwarded by mail, the two envelopes shall be placed in a third and mailed to the City Clerk/Auditor. All bids must be filed with the City Clerk/Auditor of the City of Waterloo at her office in the City Hall before the time specified for closing bids.

b. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City of Waterloo, Iowa, that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered.

c. Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall made the bid so modified or amended, subject to rejection.

5. LATE BIDS AND MODIFICATIONS OR WITHDRAWALS

Bids and modifications or withdrawals thereof received at the office designated in the Notice to Bidders after the exact time set for closing of bids will not be considered. However, a modification which is received from an otherwise successful bidder, and which makes the terms of the bid more favorable to the City of Waterloo, will be considered at any time it is received and may therefore be accepted. Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for closing of bids.

6. PUBLIC OPENING OF BIDS

Bids will be publicly opened at that time and place set for opening in the Notice to Bidders. Their content will be made public for the information of bidders and others interested who may be present either in person or by representative.

7. BID SECURITY REQUIRED

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

8. COLLUSIVE AGREEMENTS

a. Each bidder submitting a bid shall execute and include with the bid, a Non-Collusion Affidavit in the form herein provided, to the effect that he has not colluded with any other person, firm, or corporation in regard to any bid submitted.

b. Each bidder submitting a bid shall have each proposed subcontractor, if any, execute and submit to the City Contract Compliance Officer by 5:00 P.M. the business day following the day bids on this project are due, a Non-Collusion Affidavit in the form herein provided, to the effect that he has not colluded with any other person, firm, or corporation in regard to any bid submitted. Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for approval by the City.

9. MINORITY AND/OR WOMEN BUSINESS ENTERPRISE SUBCONTRACTORS

a. CITY OF WATERLOO AND/OR WOMEN BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM

The City of Waterloo Minority and/or Women Business Enterprise Pre-Bid Contact Information Form shall be submitted with the Form of Bid or Proposal. Failure to do so shall be grounds for the bid being rejected if subcontracting is proposed by the prime contractor.

10. MBE/WBE CONTRACT COMPLIANCE PROGRAM

PURPOSE

The purpose of the Contract Compliance Program (hereinafter called Program) is to act as an impetus for increasing the participation of minority and women disadvantaged business enterprise (MBE/WBE) in City awarded construction contracts.

The Program does not propose to eliminate any bonafide contractor or subcontractor from bidding on City contracts, but it will hopefully serve as a needed stimulus to help local MBE/WBE's grow and eventually become mainstream contractors and subcontractors.

This Contract Compliance Program does not propose to include any set-aside or quotas, but only flexible goals where "good-faith efforts" are required by the contractor to use MBE/WBE subcontractors.

This Program shall not eliminate the need for contractors to continue their "good-faith efforts" in using MBE/WBE subcontractors on City contracts estimated at less than $50,000.

The City of Waterloo will make every effort to reduce in-house construction and maintenance work that would be more cost effectively performed by the private sector and, thus, would allow additional bidding opportunities for MBE/WBE firms.

The City Contract Compliance Officer shall be advised of all City of Waterloo awarded construction contracts.

DEFINITIONS

Goals:
A flexible numerically expressed objective which contractors are required to make "good-faith efforts." The key to the requirement is to make documented efforts. Goals are neither set-a-sides nor a device to achieve proportional representation or equal results. Numerical goals do not create set-a-sides for specific groups, nor are they designed to achieve proportional representation or equal results. Rather, the goal-setting process in affirmative action planning is used to target and measure the effectiveness of affirmative action efforts to eradicate and prevent discrimination.

Quota:
A flat numerical requirement that the contractor is required to meet in order to obtain the benefit or be in compliance. The numerical goal component of affirmative action programs is not designed to be, nor may it properly or lawfully be interpreted as, permitting unlawful preferential treatment and quotas with respect to persons of any race, color, religion, sex, or national origin. The regulations at 41 CFR 60-2.12(a), 60-2.15 and 60-2.30, specifically prohibit discrimination and the use of goals as quotas. (U.S. Department of Labor)

Set-Aside:
An arrangement in which a particular contract is reserved for competition solely among minority and women business enterprises.

Contractor:
As used in this document means contractor, subcontractor, supplier, vendor, and professional service provider.

Minority Business Enterprise (MBE)
Any business, which is at least 51%, owned by one or more minorities and whose management and daily business operations are controlled by one or more such individuals and is on the current State Unified Certification List, or were listed on the City of Waterloo Certified MBE/WBE Contractors list as of July 1, 2002

Women Business Enterprise (WBE):
Any business which is at least 51% owned by one or more women and whose management and daily business operations are controlled by one or more such individuals and is on the current State Unified Certification List, or were listed on the City of Waterloo Certified MBE/WBE Contractors list as of July 1, 2002

Minority:
Any person or persons who are considered as socially and economically disadvantaged because of their identity as a group member without regard to their individual qualities. The groups include: Black American, Hispanic American, Native Americans, Eskimos, Aleuts, and Asian-Pacific Americans. 13 C.F.R. 124-1.1(c)(3)(ii)(1983).

Lowest Responsible Bidder:
Bidder who has offered the lowest bid and who has exhibited skill relative to the type of work bid on, judgment, financial responsibility, and evidence of working with the Affirmative Action Employment Program and the Contract Compliance Program.

Broker:
One buying or selling for others on commission or other fee basis without maintaining a warehouse or other similar inventory storage facility.

Mayor's Advisory Committee:
Mayor's Advisory Committee for Minority, Female, and Disadvantaged Business Enterprise.

Good Faith Efforts:
The successful bidder shall be selected on the basis of having submitted the lowest responsible bid. The obligation of the bidder is to make good faith efforts. The bidder can demonstrate that it has done so by the following:

1. The Prime Contractor met the project goal - No Action necessary

2. If the Prime Contractor failed to meet the goal, they must submit documentation of good faith efforts.

CONTRACT COMPLIANCE PROGRAM SUBCONTRACTING

The program proposes numerical projections or goals regarding utilization of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) as subcontractors in the performance of contracts awarded by the City of Waterloo, Iowa.

A goal of at least 10% for MBE participation on all City funded construction projects that are estimated at $50,000 or more and projects under $50,000 where applicable at the Contract Compliance Officer's discretion. There is at least 2% WBE goal on City funded projects. Any project which is funded solely or in part with Federal funds shall follow the respective agencies contract compliance program and goals. Any project which is funded solely or in part with State funds shall follow the respective agencies contract compliance program and goals. The City of Waterloo Contract Compliance Program is for City awarded construction contracts only. The prime contractor shall make "good-faith efforts" to meet the Contract Compliance MBE/WBE goals. The MBE/WBE subcontracts must provide the prime contractor a reasonably competitive price for the service being rendered or the contractor is not required to accept the bid.

Administrative Reconsideration:

As part of this reconsideration, the bidder will have the opportunity to provide written documentation or arguments concerning the issue of whether they made adequate good faith efforts to meet the goals. The bidder will have the opportunity to meet in person with the City of Waterloo's Administrative Reconsideration Committee to discuss the issue of whether they made adequate good faith efforts. The Administrative Reconsideration Committee will forward a written decision on reconsideration to the Mayor and City Council, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

Documentation required will include but is not limited to the following:

* Making portions of the work available for MBE/WBE subcontracting

* Evidence of negotiating with MBE/WBE firms
* MBE/WBE quotes obtained and non-MBE/WBE quotes used
* Reasons agreements were not reached
* Follow-up after initial solicitations
* Efforts to assist in obtaining equipment, supplies and materials (at competitive prices), bonding, lines of credit, insurance, etc.
* Evidence of past compliance or non-compliance by same contractor

The Contract Compliance Officer will determine the weight to be given to each item listed above (supported by appropriate documentation) based on overall program goals.

RESPONSIBILITIES

I. City of Waterloo

A. The City Contract Compliance Officer has the responsibility to assure the City's compliance with Federal, State and Municipal regulations.

B. The City Contract Compliance Officer is responsible for maintaining a current directory of certified firms. Certification of MBE/WBE/DBE contractors is through the Iowa Department of Transportation and its Unified Certification Program. Only firms certified based on guidelines prescribed in 49 CFR Part 26 and provisions of this agreement, shall be recognized as certified by the City of Waterloo.

C. The City Contract Compliance Officer is responsible for making available a list of future project information notices to MBE/WBE firms.

D. The City Contract Compliance Officer shall send notices to appropriate MBE/WBE firms in the directory of each bid solicitation with opening date.

E. The City Contract Compliance Officer will receive MBE/WBE Letter(s) of Intent to Bid and within two (2) business days forward the complete list of MBE/WBE bidders who submitted a Letter of Intent to Bid to prime contractors.

II. Prime Contractors

In order to be in compliance with the guidelines of this program, the prime contractor must show good-faith efforts in following the MBE/WBE Contract Compliance Program. Good-faith efforts include, but are not limited to, the following:

A. Prime contractors shall send solicitation letters (Form CCO-3) to appropriate MBE/WBE (those certified in directory prepared by City Contract Compliance Officer) at least seven (7) working days prior to bid date. Letters should identify specific items to be subcontracted. A minimum of three (3) disadvantaged business contacts must be made and documented, if there are at least three disadvantaged businesses offering services in the area to be subcontracted (See City of Waterloo MBE/WBE Certification List). If less than three (3) are offering the services to be subcontracted, then a contact is required for any that are listed as providing that service. If the Prime Contractor submits a MBE/WBE contact not on the City's MBE/WBE list, attach a copy of the MBE/WBE/DBE Certifications from another government agency.

B. If a prime contract bidder is unable to identify MBE/WBE firms to perform portions of the work, the City Contract Compliance Officer should be contacted for assistance immediately.

C. Prime contract bidders may solicit MBE/WBE proposals by telephone or personal interviews, but all such contacts shall be confirmed by Certified Mail, or subcontract bid request forms (Form CCO-2).

D. If any MBE/WBE business submitting bids is not selected for subcontract award, documentation must accompany the "MBE/WBE Business Enterprise Pre-Bid Contact Information Form" (Form CCO-4 and CCO-4A) on why the MBE/WBE was not selected. These reasons could include:

a. Not low bid. Copies of the competing bids may be required for verification.
b. MBE/WBE did not bid, withdrew bid or non-responsive.
c. Documentation of other business-related reason for not selecting the MBE/WBE business for a subcontract.
d. Prime contractor self performs work.
e. Any other reason relied on by prime.

The Contract Compliance Officer will determine the weight to be given to each item listed above (supported by appropriate documentation) based on overall program goals.

III. MBE/WBE Firms

A. MBE/WBE firms shall be certified by the Iowa Department of Transportation as owners and controllers of their respective businesses or were listed on the City of Waterloo Certified MBE/WBE Contractors list as of July 1, 2002.

B. MBE/WBE firms must perform the work on the project; they cannot act as a broker by subcontracting the work out to others.

C. Each MBE/WBE firm planning to submit quotes on construction projects with goals, shall submit a Letter of Intent to Bid (Form CCO-5) to the City Contract Compliance Officer seven (7) working days prior to bid opening, listing specific items which the MBE/WBE firm is interested in bidding. If sufficient Letters of Intent to Bid are not received by the City Contract Compliance Officer seven (7) working days prior to bid opening, goals on subject project will be reduced accordingly. Agreements between the bidder/proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

NON-COMPLIANCE OF CONTRACTORS

A. Noncompliance exists when the contractor's actions are not consistent with the requirements of the Contract Compliance Program in the areas of employment and subcontracting.
B. A bidder's failure to show good-faith efforts to meet project goals or a failure to use certified MBE/WBE firms may be grounds for finding its bid not responsible.
C. The Contract Compliance Officer shall submit to City Council his/her recommendation on any non-compliant contract in writing.

NOTICE TO PROCEED

Notice to proceed on any project with goals will not be issued until City Contract Compliance Officer determines the lowest responsible bidder has used good-faith efforts to comply with this Compliance Program and the bid was responsive.

CONCLUSION

This program repeals or revises all sections of previous Waterloo Contract Compliance Programs.

11. EMPLOYMENT AND BUSINESS OPPORTUNITY

To the greatest extent feasible, suppliers, subcontractors, and low income workers owning businesses or living in the Waterloo area must be given priority in supplying materials, bidding for subcontract work, or applying for employment by the contractor on this project. Opportunities for training and for employment arising in connection with this project, shall to the greatest extent feasible be made available to lower income persons residing in the project area. The contract area is the City of Waterloo.

The City of Waterloo will require the contractor to document his efforts in securing lower income workers living in the project area and in purchasing supplies from, and awarding subcontracts to, businesses owned by persons residing in the project area.

12. STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder shall, upon request of the City of Waterloo, Iowa, submit on the form furnished for that purpose (a copy of which is included in the contract documents), a statement of bidder's qualifications, his experience record in constructing the type of improvements embraced, and his organization and equipment available for the work contemplated; and, when specifically requested, a detailed financial statement. The City of Waterloo, Iowa, shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish the City of Waterloo, Iowa, all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City of Waterloo, Iowa, that the bidder is qualified to carry out properly the terms of the contract.

13. AWARD OF CONTRACT

a. Award of contract will be made to that responsive and responsible bidder whose bid, conforming to the Specifications, is most advantageous to the City of Waterloo; price and other factors considered. The intention is to award the contract at the time of opening bids, but the right is reserved to postpone such action for a reasonable time, not exceeding thirty (30) days.

b. The City Council may, when in its interest, reject any or all bids or waive any informality in bids received.

c. The bidder shall submit bids on all the items listed in the proposal and shall state the unit bid price in words in the blank spaces provided beneath the item description. Should there be any discrepancy between the unit bid price in words and listed numeral unit bid price, the City of Waterloo shall consider the unit bid price in words as being the valid unit bid price. A computer-generated spreadsheet as herein provided shall also be acceptable. Proposals requiring mathematical computations to determine unit prices or totals will be rejected. A contract will be awarded to the qualified bidder submitting the lowest total bid for the BASE BID plus ALTERNATE(S) chosen by the City as indicated in the NOTICE TO BIDDERS.

d. When a contract for a public improvement is to be awarded to the lowest responsive and responsible bidder, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance

of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

14. EXECUTION OF AGREEMENT, BONDS, AND CERTIFICATE OF INSURANCE

a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the City of Waterloo, Iowa, an agreement in the form included in the contract documents in such number of copies as the City of Waterloo, Iowa, may require.

b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in paragraph "a" above, furnish a surety bond and a payment bond in a penal sum not less than the amount of the contract as awarded, as security for the faithful performance of the contract and terms and conditions therein contained and shall guarantee the prompt payment of all persons, firms, or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. The bonds shall protect and save harmless the City from claims and damages of any kind caused by the operations of the contractor and shall also guarantee the maintenance of the contract improvements for the period stated in the Notice of Hearing from and after completion of said improvements and their acceptance by the City. Such bonds shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to that of the agreement. The current Power of Attorney for the person who signs for any surety company shall be attached to such bonds.

c. The successful bidder shall, within the period specified in paragraph "a" above, furnish a certificate of insurance for approval in amounts of not less than the amounts specified in the General Specifications for Construction, Section F. No. 4 "Liability Insurance," Pages 14 to 15 of 18 Pages. The certificate of insurance shall be furnished in such number of copies as the City of Waterloo may require. The City of Waterloo shall be named as an "Additional Insured." The contractor shall similarly submit his subcontractor's certificates of insurance in the amounts for approval before each commences work. The contractor shall carry or require that there be Workmen's Compensation Insurance for all his employees and those of his subcontractors engaged in work at the site, in accordance with State Workmen's Compensation Laws.

d. The failure of the successful bidder to execute such agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City of Waterloo, Iowa, may grant, based upon reasons determined sufficient by the City of Waterloo, Iowa, may either award the contract to the next lowest bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid an the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the City of Waterloo, Iowa, for a refund.

15. BIDDER STATUS

Attention of bidders is called to the requirement of complying with the provisions of the Resident Bidder/Non-Resident Bidder requirement.

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

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

* * * END OF SECTION * * *

SRF Required Front-End Specifications

PLEASE NOTE: Attachment 10 is a new program requirement and is effective for all SRF projects bid after January 2021.

Attachment 1: Certification of Non-Segregated Facilities Form *(to be completed and signed by Prime Contractor and submitted with the bid)*

Attachment 2: Statement in Advertisement for Bids on Debarment and Suspension/Certification Regarding Debarment and Suspension Form *(to be completed and signed by Prime Contractor and submitted with the bid)*

Attachment 3: Disadvantaged Business Enterprise Certification Form *(to be completed and signed by Prime Contractor and submitted with the bid)*

Attachment 4: DBE Program Subcontractor Performance Form (*to be completed and signed by Prime and DBE Subcontractor for each subcontract and submitted with the bid)*

Attachment 5: DBE Program Subcontractor Utilization Form *(to be completed and signed by Prime Contractor and submitted with the bid)*

Attachment 6: DBE Program Subcontractor Participation Form *(for voluntary use of DBEs)*

Attachment 7: Other Federal Requirements Language

A. Standard Equal Employment Opportunity Specifications
B. Federal Labor Standards Provisions (including Davis-Bacon prevailing wage rates**)
C. Preservation of Open Competition and Government Neutrality
D. Historical and Archeological Finds
E. Prohibitions on Procurement from Violating Facilities

Attachment 8: Right of Entry and Records Retention

Attachment 9: Use of American Iron and Steel

Attachment 10: Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment *(to be completed and signed by Prime Contractor and submitted with the bid)*

***The Davis Bacon wage determination received from the Iowa Finance Authority must also be included in the front-end specifications.*

Attachment 1
SRF Required Front-End Specifications
(This form must be completed and signed by Prime Contractor and submitted with the bid)

U.S. Environmental Protection Agency
Certification of Non-Segregated Facilities

(Applicable to contracts, subcontracts, and agreements with applicants who are themselves performing federally assisted construction contracts, exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national original, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (33 F.R. 7808, May 28, 1968) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

_____
Signature Date

_____
Name and Title of Signer (Please Type)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

EPA-7 5720-4.2

Attachment 2
SRF Required Front-End Specifications

(This form must be completed and signed by the Prime Contractor and submitted with the bid)

Debarments and Suspensions

Any bidder or equipment supplier whose firm or affiliate is listed in on the U.S. General Services Administration Excluded Parties List will be prohibited from the bidding process. The excluded parties records search engine is located at the System for Award Management (SAM) website: https://www.sam.gov/SAM/. Pursuant to 2 CFR Part 180, as supplemented by 2 CFR 1532, any entity submitting a bid while the SAM website lists that entity as having an active exclusion will be determined by the DNR to be a non-responsive bidder and will not be able to receive SRF funding.

United States Environmental Protection Agency Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

_____

Typed Name & Title of Authorized Representative

_____

Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

Attachment 3

SRF Required Front-End Specifications

(This form must be completed and signed by Prime Contractor and submitted with the bid)

Disadvantaged Business Enterprise (DBE) Solicitation

It is EPA's policy that recipients of EPA financial assistance through the State Revolving Fund programs award a "fair share" of subagreements to small, minority and women-owned businesses, collectively know as Disadvantaged Business Enterprises (DBEs). Iowa's Fair Share goals are:

	Minority-Owned Business Enterprise (MBE) Goal	Women-Owned Business Enterprise (WBE) Goal
Construction	1.7%	2.2%
Supplies	0.6%	5.6%
Services	2.5%	11.3%
Goods/Equipment	2.5%	10.4%
Average	1.8%	7.4%

Only work performed by certified DBEs can be counted toward the goals. In Iowa, DBEs must be certified through the Iowa Department of Transportation (IDOT). Information on certification requirements and a list of certified DBEs is on the IDOT website at https://secure.iowadot.gov/DBE/Home/Index/.

Prime contractors' DBE requirements for SRF projects include:

- Taking affirmative steps for DBE participation
- Documenting the efforts and the proposed utilization of certified DBEs

PROJECT INFORMATION

SRF Applicant:	
Bidder:	
Address:	
Contact Person:	
Signature:	
Phone Number:	
E-Mail Address:	
Check if Prime Contractor is: ☐ **Minority-Owned** ☐ **Women-Owned**	

GOOD FAITH EFFORTS CHECKLIST

Please complete the checklist to determine if you have complied with the requirement to make good faith efforts to ensure that certified DBEs have the opportunity to compete for procurements funded by EPA financial assistance funds. Bidders/offerors must make good faith efforts prior to submission of bids/proposals.

1. Did you ensure that DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities? ☐ Yes ☐ No

2. Did you make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process? This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date. ☐ Yes ☐ No

3. Did you consider in the contracting process whether firms competing for large contracts could subcontract with DBEs? This will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process. ☐ Yes ☐ No

4. Did you encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually? ☐ Yes ☐ No

5. Did you use the services of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to identify potential subcontractors? ☐ Yes ☐ No

6. List the potential DBE subcontractors that were contacted. Only list those that are certified through the Iowa Department of Transportation.

Name	**How Contacted (e.g. letter, phone call, fax, e-mail)**	**Response (e.g. did not respond, not interested, not competitive)**

PROPOSED UTILIZATION OF DBE SUBCONTRACTORS

Please include Attachments 4 and 5 to document the proposed utilization of certified DBE subcontractors.

CONTRACT ADMINISTRATION PROVISIONS

Several contract provisions are required to prevent unfair practices that adversely affect DBEs. These include:

1. Prime Contractor must pay its Subcontractor for satisfactory performance no more than 30 days from the Prime Contractor's receipt of payment from the SRF loan recipient.

2. Prime Contractor must notify the SRF loan recipient in writing prior to termination of a DBE subcontractor for convenience.

3. Prime Contractor must employ the six Good Faith Efforts to solicit a replacement subcontractor if a DBE subcontractor fails to complete work under a subcontract for any reason.

Attachment 4
SRF Required Front-End Specifications

(This form must be completed and signed by Prime and DBE Subcontractor for each subcontract and submitted with the bid)

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name	Project Name	
Bid/Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.	Email Address	
Prime Contractor Name	Issuing/Funding Entity	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor

DBE Certified by ____ DOT _____ SBA _____Other: _____	Meets/exceeds EPA certification standards? _____ YES _____ NO _____ Unknown

[1]A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certification as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

IASRF6100-3 DBE Subcontractor Performance Form – Page 1

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	**Date**

Subcontractor Signature	Print Name
Title	**Date**

IASRF6100-3 DBE Subcontractor Performance Form – Page 2

Attachment 5
SRF Required Front-End Specifications

(This form must be completed and signed by Prime Contractor and submitted with the bid if utilizing DBE subcontractors)

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or intended use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name	Project Name	
Bid/Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.	Email Address	
Issuing/Funding Entity		
I have identified potential DBE certified subcontractors _____ YES _____ NO If yes, please complete the table below. If no, please explain: _____		

Subcontractor Name/Company Name	Company Address/Phone/Email	Estimated Dollar Amount	Currently DBE Certified?

Continue on back if needed

[1]A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certification as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

IASRF6100-4 DBE Subcontractor Utilization Form – Page 1

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	**Date**

IASRF6100-4 DBE Subcontractor Utilization Form – Page 2

Attachment 6
SRF Required Front-End Specifications
(This form is for the voluntary use of DBE Subcontractors)

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. ***The use of this form by DBE subcontractors is voluntary and is not required for bidding.*** This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g. in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name	Project Name	
Bid/Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.	Email Address	
Prime Contractor Name	Issuing/Funding Entity	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

[1]A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certification as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

IASRF6100-2 DBE Subcontractor Participation Form – Page 1

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
Title	**Date**

Return to: Regional Coordinator, Small Business Utilization, U.S. Environmental Protection Agency, Region 7, 11201 Renner Blvd., Lenexa, KS 66219

IASRF6100-2 DBE Subcontractor Participation Form – Page 2

Attachment 7
SRF Required Front-End Specifications

Other Federal Requirements Language

A. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:
   a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
   b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
   d. "Minority" includes:
      (i) Black (all persons having origin in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent, or the Pacific Islands); and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 6-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor’s or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employee in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a

Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work in being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal emp1oyment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor employees are assigned to work. The Contractor, where possible will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's effort, to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The

Contractor shall provide notice of these programs to the source complied under 7b above.
f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
1. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
m. Ensure that seniority practices, job classifications work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
p. Conduct a review, at least annually, of all supervisors’ adherence to and performance under the Contractor’s EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetable or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps at least as extensive as those standards prescribed in paragraph 7 of these specifications so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Federal Register, Vol. 43, No. 68 - Friday, April 7, 1978 (Corrected May 5, 1978).
Effective Date: May 8, 1978
Federal Register, Vol. 45, No. 194. Paragraph 4, revised October 3, 1980
Effective Date: September 30, 1980

APPENDICES A and B-80

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

(Executive Order 11246)

1. The Offerors or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

(See Appendix B-80 and Appendix A Below)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and in the regulations in 41 CFR Part 60—4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60—4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60—4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer Identification number of the subcontractor, estimated dollar amount of the subcontract, and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the “covered area” is (State of Iowa).

APPENDIX A

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of $10,000. The goals are applicable to the contractor’s aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

Timetable Goals (percent)
From Apr. 1, 1978 until March 31, 1979 . . . . . .3.1
From Apr. 1, 1979 until March 31, 1980 . . . . . .5.0
From Apr. 1, 1980 until March 31, 1981 . . . . . .6.9

Published, Federal Register May 5, 1978

APPENDIX B-80

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of $10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor’s total onsite construction workforce, regardless of whether or not part of that workforce is performing work in a Federal, federally assisted or nonfederally related project, contract or subcontract. Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60—4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA of EA goal contained in this appendix B-80.

Economic Areas

State: Iowa Goal %

096 Dubuque IA:
SMSA Counties:
2200 Dubuque, IA …….. 0.6
IA Dubuque
Non-SMSA
Counties ……..… 0.5
IA Allamakee, IA Clayton, IA Delaware, IA, Jackson IA, Winneshiek

099 Davenport Rock Island Moline, IA-IL:
SMSA Counties:
1960 Davenport Rock Island Moline, IA-IL …..… 4.6
IL Henry, IL Rock Island Moline, IA Scott

Non-SMA
Counties ……. 3.4
IL Carroll, IL Hancock, IL Henderson, IL ,Mercer, IL Whiteside, IA Clinton, IA Des Moines, IA Henry, IA Lee, IA Louisa, IA, Muscatine, MO Clark

100 Cedar Rapids, IA:
SMSA Counties:
1360 Cedar Rapids, IA …… 1.7
IA Linn

Non-SMSA Counties ……..…… 1.5
IA Benton, IA Cedar, IA Iowa, IA Johnson, IA, Jones, IA, Washington

101 Waterloo, IA:
SMSA Counties:
8920 Waterloo-Cedar Falls, IA …… 4.7
IA Black Hawk

Non-SMSA Counties ……..… 2.0
IA Bremer, IA Buchanan, IA Butler, IA Cerro Gordo, IA Chickasaw, IA Fayette, IA Floyd, IA Franklin, IA Grundy, IA Hancock, IA Hardin, IA Howard, IA Mitchell, IA Winnebago, IA Worth

102 Fort Dodge, IA:
Non-SMSA Counties …….. 0.4
IA Buena Vista, IA Calhoun, IA Carroll, IA Clay, IA Dickinson, IA Emmet, IA Greene, IA Hamilton, IA Humboldt, IA Kossuth, IA Palo Alto, IA Pocahontas, IA Sac, IA Webster, IA Wright

103 Sioux City, IA:
SMSA Counties:
7720 Sioux City, IA-NE ……..……..… 1.9
IA Woodbury, NE Dakota

Non-SMSA Counties …… 1.2
IA Cherokee, IA Crawford, IA Ida, IA Monona, IA O'Brien, IA Plymouth, IA Sioux, NE Antelope, NE Cedar, NE Cuming, NE Dixon, NE Knox, NE Madison, NE Pierce, NE Stanton, NE Thurston, NE Wayne, SD Bon Homme, SD Clay, SD Union, SD Yankton

104 Des Moines, IA:
SMSA Counties:
2120 Des Moines, IA ……..…… 4.5
IA Polk, IA Warren

Non SMSA Counties: ……..……. 2.4
IA Adair, IA Appanoose, IA Boone, IA Clarke, IA Dallas, IA Davis, IA Decatur, IA Guthrie, IA Jasper, IA Jefferson, IA Keokuk, IA Lucas, IA Madison, IA Mahaska, IA Marion, IA Marshall, IA Monroe, IA Poweshiek, IA Ringgold, IA Story, IA Tama, IA Union, IA Van Buren, IA Wapello, IA Wayne

143 Omaha, NE:
SMSA Counties:
5920 Omaha, NE-IA ……..……..…… 7.6
IA Pottawattamie, NE Douglas, NE Sarpy

Non-SMSA Counties ……..... 5.3
IA Adams, IA Audubon, IA Cass, IA Fremont, IA Harrison, IA Mills, IA Montgomery, IA Page, IA Shelby, IA Taylor, NE Burt, NE Cass, NE Colfax, NE Dodge, NE Platte, NE Saunders, NE Washington

Published, Federal Register October 3, 1980

B. Federal Labor Standards Provisions (including Davis-Bacon prevailing wage rates)

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill,

except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that, the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The EPA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/programs/dbra/forms.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its

own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a ``Statement of Compliance,'' signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the ``Statement of Compliance'' required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's

hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (and any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The loan recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

C. Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects (Executive Order 13202, as amended by Executive Order 13208)

Executive Order 13202, signed February 17, 2001 and amended April 4, 2001, requires all executive agencies that issue grants to ensure Government neutrality toward contractors' labor relations. This applies to recipients of SRF assistance. The Executive Order prohibits discrimination against contractors and their employees in construction contracts based upon labor affiliation or lack thereof.

SRF assistance recipients and any construction managers acting on their behalf must ensure that bidding specifications, project agreements, and other controlling documents do not require, prohibit, or otherwise discriminate, with respect to labor affiliation or lack thereof.

D. Historical and Archeological Finds

If, during the course of construction, evidence of deposits of historical or archeological interest is found, the contractor shall cease operations affecting the find. The owner shall then notify the State Revolving Fund Environmental Review Specialist, who shall in turn notify the State Historic Preservation Office. The SRF shall consult with the SHPO and other interested parties to determine the proper course of action regarding the discovery. No further disturbance of the deposits shall ensue until the SRF Environmental Review Specialist determines that the project activities in that area may proceed. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

Authority for this derives from the National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*) and 36 CFR Part 800. If human remains are discovered then state law also applies IC 263B.

E. Prohibitions on Procurement from Violating Facilities (Section 306, Clean Air Act; Section 508, Clean Water Act; Executive Order 11738)

Both the Clean Water Act and the Clean Air Act prohibit federal agencies from extending assistance by way of loans or contracts to persons who have been convicted of violations of either law. Executive Order 11738 was issued to coordinate enforcement by the U.S. Environmental Protection Agency, which shall designate facilities which have given rise to a conviction for an offense under the criminal provisions of the Clean Air Act and the Clean Water Act.

The Executive Order also prohibits agencies from extending assistance to facilities that are not in compliance with either Act.

SRF assistance recipients may not procure goods, services, or materials from suppliers listed by the EPA as violators.

The Excluded Parties Listing search engine is located at the System for Award Management (SAM) website: https://www.sam.gov/SAM/.

Attachment 8
SRF Required Front-End Specifications

Right of Entry and Records Retention

The recipient shall provide access at all times for the Department of Natural Resources, the Iowa Finance Authority, the state auditor, and the U.S. EPA Office of the Inspector General to all project records and documents for inspection and audit purposes for a period of three years after the date of last loan payment. The same access to the project site(s) shall be provided for inspection purposes.

567 Iowa Administrative Code paragraph 92.8(2).e. State inspections. Personnel of the department shall have the right to examine all construction aspects of the project, including materials and equipment delivered and stored on site for use on the project.

Attachment 9
SRF Required Front-End Specifications

"American Iron and Steel" Requirements

H.R. 3547, the "Consolidated Appropriations Act, 2014," enacted January 17, 2014 by the U.S. Congress, includes "American Iron and Steel" provisions that require Clean Water and Drinking Water State Revolving Fund assistance recipients of these funds to use iron and steel produced in the United States.

H.R. 3547 includes the following language in Division G, Title IV, under the heading, "Use of American Iron and Steel":

> Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.
>
> (2) In this section, the term "iron and steel products" means the following products made primarily of iron and steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
>
> (b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") find that—
>
> (1) Applying subsection (a) would be inconsistent with the public interest;
>
> (2) Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quantity; or
>
> (3) Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.
>
> (c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

The final guidance and any published waivers are found at: https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement. In particular the contractor should pay attention to the guidance for documentation of compliance. There is also a waiver for incidental items; in order to qualify for this waiver the total materials and costs for the project must be tracked and incidental items identified.

Sample "American Iron and Steel" Contract Language

In order to fulfill the requirements, the assistance recipient must in good faith design the project and solicit bids for construction with U.S.-made iron and steel. The following information will be included in any contracts resulting from this request for bids:

The Contractor acknowledges to and for the benefit of the City of _____ ("Purchaser") and the State of Iowa (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund and such law contains provisions commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Sample Certifications

As indicated in the contract language, it will be the responsibility of the Contractor to obtain certifications that the products and materials used in the project are U.S.-made. EPA recommends the use of a step certification process for documenting compliance with AIS requirements, similar to one used by the Federal Highway Administration. Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. Each handler (supplier, fabricator, manufacturer, processor, coater, etc.) of the iron and steel products certifies that their step in the process was domestically performed.

The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead. In this example, there may be multiple letters from different manufacturers if one manufacturer did not perform all of the steps.

Date

Company Name
Company Address
City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx

2. Xxxx

3. Xxxx

Such process took place at the following location:

_____

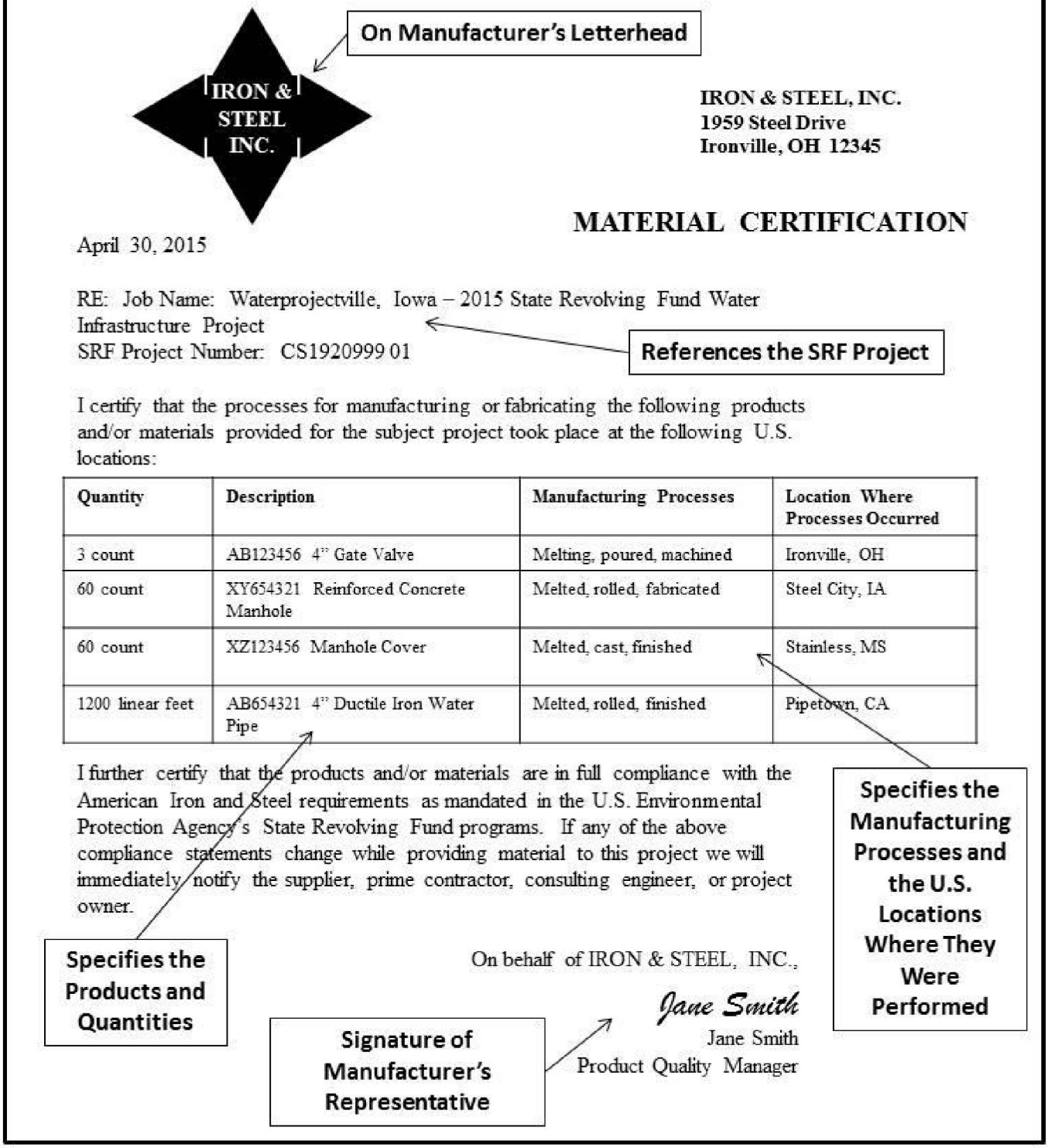
If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the U.S. and providing detailed information on the steps involved.

The following is a template for this type of final certification.

Template American Iron and Steel Certification Letter



On Manufacturer's Letterhead

IRON & STEEL INC.

IRON & STEEL, INC.
1959 Steel Drive
Ironville, OH 12345

MATERIAL CERTIFICATION

April 30, 2015

RE: Job Name: Waterprojectville, Iowa – 2015 State Revolving Fund Water Infrastructure Project
SRF Project Number: CS1920999 01

References the SRF Project

I certify that the processes for manufacturing or fabricating the following products and/or materials provided for the subject project took place at the following U.S. locations:

Quantity	Description	Manufacturing Processes	Location Where Processes Occurred
3 count	AB123456 4" Gate Valve	Melting, poured, machined	Ironville, OH
60 count	XY654321 Reinforced Concrete Manhole	Melted, rolled, fabricated	Steel City, IA
60 count	XZ123456 Manhole Cover	Melted, cast, finished	Stainless, MS
1200 linear feet	AB654321 4" Ductile Iron Water Pipe	Melted, rolled, finished	Pipetown, CA

I further certify that the products and/or materials are in full compliance with the American Iron and Steel requirements as mandated in the U.S. Environmental Protection Agency's State Revolving Fund programs. If any of the above compliance statements change while providing material to this project we will immediately notify the supplier, prime contractor, consulting engineer, or project owner.

Specifies the Products and Quantities

Specifies the Manufacturing Processes and the U.S. Locations Where They Were Performed

On behalf of IRON & STEEL, INC.,

Jane Smith

Jane Smith
Product Quality Manager

Signature of Manufacturer's Representative

Covered and Non-Covered Items

The EPA issued a waiver for De Minimis incidental components of eligible water and wastewater infrastructure projects. Funds used for such De Minimis incidental components cumulatively may comprise no more than a total of 5% of the total cost of the materials used in and incorporated into a project. The cost of an individual incidental item may not exceed 1% of the total cost of the materials used in and incorporated into a project.

De Minimis incidental items include miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives are not readily or reasonably identifiable prior to procurement in the normal course of business. For others, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental.

Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes, treatment and storage tanks, large structural supports, etc.

In consultation with their contractors, assistance recipients should determine the items to be covered by this waiver and must retain relevant documentation (i.e. invoices) as to those items. Assistance recipients must summarize in reports to the State of Iowa the types and/or categories of items to which this waiver is applied, the total cost of incidental components for each type or category, and the calculations by which they determined the total cost of materials used in and incorporated into the project.

The successful bidder will fill out the materials spreadsheet (shown below) and submit it to the assistance recipient to indicate iron and steel items proposed to be procured for the project.

American Iron and Steel Materials Spreadsheet – to be Submitted by Successful Bidder
Iowa Department of Natural Resources - January 2021
Based on EPA Memorandum (4/15/2014): De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriation Acts (CAA), 2014

Project:			
Bidder:		Date:	

*Covered Product Categories include: Lined or unlined pipes or fittings; manhole covers; municipal castings; pipe clamps and restraints; valves; structural steel; hydrants, tanks; flanges; reinforced precast concrete; construction materials.

**Incidental items are miscellaneous, generally low-cost items, often procured in bulk, such as washers, screws, fasteners, small amounts of wire, etc.

	Covered Products Category*	Description of Covered Products	Documentation Will be Obtained	Item is Incidental and will be claimed under De Minimis Waiver**	Bid Amount Covered Products	Bid Amount Incidentals
1	Choose an item.					
2	Choose an item.					
3	Choose an item.					
4	Choose an item.					
5	Choose an item.					

.

At the end of construction, the contractor will submit a final list showing covered items being claimed as incidental components under the De Minimis Waiver. Assistance recipients will complete a De Minimis Waiver Incidental Components List for the entire project to demonstrate compliance with the De Minimis Waiver cost requirements outlined above.

American Iron and Steel - De Minimus Waiver Incidental Components List

Iowa Department of Natural Resources – January 2021

Based on EPA Memorandum (4/15/2014): De Minimus Waiver of Section 436 of P.L. 113-76, Consolidated Appropriation Acts (CAA), 2014

This form is to be used by the State Revolving Fund (SRF) applicant to identify all non-domestic iron and steel incidental components permanently incorporated into an SRF project that meet the requirements of the public interest De Minimis Waiver. This form can also be used by individual contractors to submit their final incidental components list to the SRF applicant.

SRF Applicant:					
SRF Project #:		Submitted By:			
Date:		Individual Contractor De Minimis List ☐		Final De Minimis List for SRF Project ☐	
Total Materials Cost:		Total amount claimed as De Minimis Incidental Components:		Percent: *(must be 5% or less of total materials cost)*	

	Contractor Name	Covered Products	Description of Covered Products *(list each item type separately)*	Date Purchased	Individual Item/Unit Cost	Quantity Claimed as Incidental	Dollar Amount Incidental Components
Example	*JB Construction*	*Construction materials*	*Steel Doors*	*1-21-2020*	*$500*	*5*	*$2500*
1		Choose an item.					
2		Choose an item.					
3		Choose an item.					

These documents are available on-line at [http://www.iowasrf.com/about_srf/use-of-american-iron-and-steel/.](http://www.iowasrf.com/about_srf/use-of-american-iron-and-steel/)

Attachment 10
SRF Required Front-End Specifications
(This form must be completed and signed by Prime Contractor and submitted with the bid)

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain, extend or renew a contract to procure or obtain;
(b) Enter into a contract (or extend or renew a contract) to procure; or
(c) Obtain the equipment, services, or systems that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system.

Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list, website: **https://www.sam.gov/SAM/**.

(1) As described in Public Law 115-232, section 889, covered telecommunications equipment or services includes:

(i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(iii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

(i) Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services to procure (enter into, renew or extend contracts) or obtain the equipment, services, or systems as described in 2 CFR 200.216.

I understand the above prohibitions and certify that the project will be in compliance with all the requirements.

_____
Typed Name & Title of Authorized Representative

_____
Signature of Authorized Representative Date

FORM OF BID OR PROPOSAL

FY 2023 CIP PIPELINING PHASE IVA3

CONTRACT NO. 1063

CITY OF WATERLOO, IOWA

Honorable Mayor and City Council
Waterloo, Iowa

Gentlemen:

1. The undersigned, being a Corporation existing under the laws of the State of_____, a Partnership consisting of the following partners:_____, having familiarized (himself) (themselves) (itself) with the existing conditions on the project area affecting the cost of the work, and with all the contract documents listed in the Table of Contents and Addenda (if any), as prepared by AECOM now on file in the office of the City Clerk, City Hall, Waterloo, Iowa, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment, and services, including utility and transportation services required to construct and complete this **FY 2023 CIP PIPELINING PHASE IVA3, CITY CONTRACT NO. 1063**, all in accordance with the above-listed documents and for the unit prices for work in place for the following items and quantities:

FY 2023 CIP PIPELINING PHASE IVA3
CITY OF WATERLOO, IOWA
CITY CONTRACT NO. 1063

Item	Description	Unit	Estimated Quantiles	Unit Price	Total Amount
BASE BID					
1	8" Diameter CIP Pipe Lining	LF	16,824.0	$	$
2	10" Diameter CIP Pipe Lining	LF	5,084.0	$	$
3	12" Diameter CIP Pipe Lining	LF	1,735.0	$	$
4	Lateral Reinstatement	EA	333.0	$	$
5	3-FT Lateral Grouting	EA	333.0	$	$
6	Pipe Televising - 8"	LF	33,648.0	$	$
7	Pipe Televising - 10"	LF	10,168.0	$	$
8	Pipe Televising - 12"	LF	3,470.0	$	$
9	Type A Pipe Cleaning - 8"	LF	16,824.0	$	$
10	Type A Pipe Cleaning - 10"	LF	5,084.0	$	$
11	Type A Pipe Cleaning - 12"	LF	1,735.0	$	$
12	Type C Root Removal - 8"-10"	LF	10,954.0	$	$
13	Type C Root Removal - 12"-15"	LF	867.0	$	$
14	Type D Lumberjack - 8"-10"	LF	10,954.0	$	$
15	Type D Lumberjack - 12" - 15"	LF	867.0	$	$
16	Protruding Taps Removal	EA	50.0	$	$
			TOTAL BASE BID	**$**	

Item	Description	Unit	Estimated Quantiles	Unit Price	Total Amount
BID ALTERNATE NO. 1 - SA NO. 19					
101	36" Patching or Grouting	LS	1.0		
			BID ALTERNATE NO. 1 TOTAL		**$**
			PROJECT TOTAL		**$**

2. It is understood that the quantities set forth are approximate only and subject to variation and that the unit bid price for the work done shall govern in the actual payment to Contractor. The Contract shall be awarded based on the TOTAL BASE BID.

3. In submitting this bid, the bidder understands that the right is reserved by the City of Waterloo, Iowa, to reject any or all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond and certificate of the insurance within ten (10) days after the agreement is presented to him for signature, and start work within ten (10) days after "Notice to Proceed" is issued.

4. Security in the sum of _____Dollars ($_____ _____) in the form of _____, is submitted herewith in accordance with the INSTRUCTIONS TO BIDDERS.

5. Attached hereto is a Non-Collusion Affidavit of Prime Contractor.

6. Attached hereto is the Bidder Status Form indicating Resident Bidder Certification (_____), or Non-Resident Bidder Certification (_____). (Mark one.)

7. The bidder is prepared to submit a financial and experience statement upon request.

8. The Prime Contractor and Subcontractor(s), which have performed an aggregate of $10,000.00 in work for the City in the current calendar year, are prepared to submit an AAP or Update and an EOC, within ten (10) days of notification that the bid submitted is lowest and acceptable.

9. The bidder has received the following Addendum or Addenda:

Addendum No.	Date
_____	_____
_____	_____
_____	_____

10. The bidder shall list the MBE/WBE subcontractor(s), amount of subcontracts and bid items on the City of Waterloo Minority and/or Women Business Pre-bid Contact Information Form submitted with this Form of Bid or Proposal. The apparent low Bidder shall submit a list of all other Subcontractor(s) to be used on this Project to the City of Waterloo by 5:00 p.m. the business day following the day Bids on this Project are due along with the Non-Collusion Affidavits of All Subcontractor(s).

    The Contractor shall submit information on subcontractors on “SUBCONTRACTOR REQUEST AND APPROVAL” Form to be provided by City prior to approval of contract.

    The subcontractors listed on this proposal and/or submitted to the Contract Compliance Officer cannot be changed except for the following reasons:

1) The City of Waterloo does not approve the subcontractors.

2) The subcontractors submit in writing that they cannot fulfill their subcontracts.

11. The bidder has filled in all blanks on this proposal. Those blanks not applicable are marked "none" or "NA".

12. The bidder has attached all applicable forms.

13. The Owner reserves the right to select alternates, delete line items, and/or to reduce quantities prior to the award of a contract due to budgetary limitations.

_____

(Name of Bidder) (Date)

BY:_____ Title_____

Official Address: (Including Zip Code):

_____

_____

I.R.S. No. _____

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INFORMATION NEEDED
FOR
IOWA CONSTRUCTION SALES TAX EXEMPTION CERTIFICATE

CONTRACTOR NAME: _____

ADDRESS: _____

_____

(Check One) **PRIME** _____ **SUBCONTRACTOR** _____

FEDERAL ID#: _____

PROJECT NAME: FY 2023 CIP PIPELINING PHASE IVA3

PROJECT CONTRACT NO.: 1063

DESCRIPTION OF WORK:

- ☐ **Brickwork**
- ☐ **Carpentry**
- ☐ **Concrete**
- ☐ **Drywall-Plaster-Insulation**
- ☐ **Electrical**
- ☐ **Excavation/Grading**
- ☐ **Flooring**
- ☐ **Heavy Construction**
- ☐ **Heating-Ventilating-Air Cond**
- ☐ **Landscaping**
- ☐ **Painting**
- ☐ **Paving**
- ☐ **Plumbing**
- ☐ **Roofing-Siding-Sheet Metal**
- ☐ **Windows**
- ☐ **Wrecking-Demolition**
- ☐ **Other (Please specify)**

_____

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal, and _____

as Surety are held and firmly bound unto the CITY OF WATERLOO, Iowa, hereinafter called

"OWNER." In the penal sum _____

Dollars ($_____) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated the _____ day of _____, 20_____, for _____
_____.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Owner in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, A.D. 20___.

_____(Seal)
Principal

By _____
(Title)

_____ _____(Seal)
Witness Surety

_____ By _____
Witness Attorney-in-fact

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NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
)ss
County of _____)

_____, being first duly sworn, deposes and says that:

1. He is _____(Owner, Partner, Officer, Representative, or Agent)__, of _____ _____, the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in the Proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____
Title

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
Title

My commission expires _____.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
) ss:
County of _____)

_____, being first duly sworn, deposes and says that:

1. He is _____(Owner, Partner, Officer, Representative, or Agent)_____, of _____ _____ hereinafter referred to as the "Subcontractor;"

2. He is fully informed respecting the preparation and contents of the subcontractor's proposal submitted by the subcontractor to _____, contract pertaining to the _____ _____ project in _____ _____;
(City or County and State)

3. Such subcontractor's proposal is genuine and is not a collusive or sham proposal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham proposal in connection with such contract or to refrain from submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other bidder, firm or person to fix the price or prices in said subcontractor's proposal, or to fix any overhead, profit or cost element of the price of prices in said subcontractor's proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in the proposed contract; and

5. The price or prices quoted in the subcontractor's proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)_____

_____
Title

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Title

My commission expires _____.

EQUAL OPPORTUNITY CLAUSE

(As provided in Executive Order No. 11246)

All contractors, subcontractors, vendors and suppliers of goods and services doing business with the City and value of said business equals or exceeds ten thousand dollars ($10,000.00) annually agree as follows:

1. The contractors, subcontractor, vendor and supplier of goods and services will not discriminate against any employee or applicant for employment because of race, color, creed, sex, national origin, economic status, age, mental or physical handicap, political opinions or affiliations. The contractor, subcontractor, vendor and supplier will develop an Affirmative Action program to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin, religion, economic status, age, mental or physical disability, political opinions or affiliations. Such actions shall include but not be limited to the following:

    a. Employment
    b. Upgrading
    c. Demotion or Transfer
    d. Recruitment and Advertising
    e. Layoff or Termination
    f. Rates of Pay or Other Forms of Compensation
    g. Selection for Training Including Apprenticeship

2. The contractor, subcontractor, vendor and supplier of goods and services will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, religion, economic status, age, mental or physical disabilities, political opinion or affiliations.

3. The contractor, subcontractor, vendor and supplier or his/her collective bargaining representative will send to each labor union or representative of workers which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of the contractor's commitment under this section.

4. The contractor, subcontractor, vendor and supplier of goods and services will comply with all published rules, regulations, directives, and order of the City of Waterloo Affirmative Action Program Contract Compliance Provisions.

5. The contractor, subcontractor, vendor and supplier of goods and services will furnish and file compliance reports within such time and upon such forms as provided by the Affirmative Action Officer. Said forms will elicit information as to the policies, procedures, patterns, and practices of each subcontractor as well as the contractor himself/herself and said contractor, subcontractor, vendor and supplier will permit access to his/her employment books, records and accounts to the City's Affirmative Action Officer, for the purpose of investigation to ascertain compliance with this contract and with rules and regulations of the City's Affirmative Action Program—Contract Compliance Provisions relative to Resolution No. 24664.

6. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations and orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized by the City Council.

7. The contractor, subcontractor, vendor and supplier of goods and services will include, or incorporate by reference, the provisions of the non-discrimination clause in every contract,

subcontract or purchase order unless exempted by the rules, regulations or orders of the City's Affirmative Action Program, and will provide in every subcontract, or purchase order that said provisions will be binding upon each contractor, subcontractor, or supplier.

8. We, the undersigned, recognize that we are morally and legally committed to non-discrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, creed, color, sex, national origin, economic status, age, mental or physical disabilities.

(Signed) _____
Appropriate Official)

_____
(Title)

_____
(Date)

TITLE VI CIVIL RIGHTS

During the performance of this contract, the contractor (for itself), its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall allow access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Contracting Authority, the Iowa DOT, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Contracting Authority, the Iowa DOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Contracting Authority, the Iowa DOT, or the FHWA shall impose such contract sanctions as they may determine to be appropriate, including, but not limited to:

    a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
    b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Contracting Authority, the Iowa DOT, or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event of a contractor becomes involved in, or it threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Contracting Authority or the Iowa DOT to enter into such litigation to protect the interests of the Contracting Authority or the Iowa DOT; and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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Bidder Status Form

To be completed by all bidders — Part A

Please answer "Yes" or "No" for each of the following:

☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No My company has an office to transact business in Iowa.

☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders — Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ /_____ /_____ to _____ /_____ /_____ Address: _____

City, State, Zip: _____

Dates: _____ /_____ /_____ to _____ /_____ /_____ Address: _____

City, State, Zip: _____

Dates: _____ /_____ /_____ to _____ /_____ /_____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders — Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

_____

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

_____

_____

You may attach additional sheet(s) if needed.

To be completed by all bidders — Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

309-6001 (09-15)

BSF-1

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.

☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.

☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.

☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.

☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.

☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.

☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.

☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.

☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.

☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.

☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

Revised February 2003

CONTRACTOR'S OR SUBCONTRACTOR'S AFFIRMATIVE ACTION PROGRAM

Check box that applies to party completing program:

( ) General Contractor
( ) Subcontractor

I. Section A to be completed by **GENERAL CONTRACTORS** only:

A.

Name of Company _____

Address of Company _____ Zip _____

Telephone Number (_____) _____

Federal ID Number (if no Federal ID Number, Owner/President's Social Security Number)
_____

Name of Equal Employment Officer _____

Name of Project _____

Project Contract Number _____

Estimated Construction Work Dates _____/_____
Start Finish

Section B to be completed by **SUBCONTRACTORS** only:

B.

Name of General or Prime Contractor _____

Name of Subcontractor _____

Subcontractor's Address _____ Zip _____

Subcontractor's Telephone Number (____) _____

Subcontractor's Federal ID Number (if no Federal ID Number Owner/President's Social Security Number) _____

Name of Equal Employment Officer _____

C. Remainder of program to be completed by party completing program, either Prime or Subcontractor.

1. The Owners and/or Principals of your company:

Name	Address	Position	Sex	Ethnic Origin

2. Other Areas of Interest:
If your company has branches or subsidiaries, or if your company is a branch or subsidiary of a parent organization, give the following information:

Name	Address	Type of Affiliation	Degree

II. EMPLOYER'S POLICY (Please read carefully.)

A. We, the undersigned, recognize that we are morally and legally committed to nondiscrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, color, creed, sex, national origin, economic status, age, mental or physical handicap.

B. The employment policies and practices of the undersigned are to recruit and hire employees without discrimination, and to treat them equally with respect to compensation and opportunities for advancement, including training, upgrading, promotion, and transfer. However, we realize the inequities associated with employment training, upgrading, contracting and subcontracting for minorities and women and we will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our SUBCONTRACTORS and suppliers.

C. We submit this program to assure compliance with Executive Order 11246, as amended, and other subsequent orders that may pertain to equal employment opportunity and merit employment policies, fully realizing that our qualification and/or merit system should be evaluated and revised, if necessary.

D. We agree to put forth the maximum effort to achieve full employment and utilization of capabilities and productivity of all our citizens without regard to race, creed, color, sex, national origin, economic status, age, and mental or physical handicap.

E. _____ will give training
(Name of Company)
and employment opportunities to local residents of Waterloo, Iowa, to the greatest extent feasible.

III. AFFIRMATIVE ACTION

A. _____recognizes that the
(Name of Company)
effective application of a policy of merit employment involves more than just a policy statement, and _____
(Name of Company)
will, therefore, re-evaluate our Affirmative Action Program to ensure that equal employment opportunities are available on the basis of individual merit, and to actively encourage minorities, women and local residents to seek employment with our company on this basis.

B. _____will undertake the
(Name of Company)
following six (6) steps to improve our Affirmative Action Program:

1. Minority Recruitment and Employment;
2. Local Recruitment and Employment;
3. Disabled Veteran and Vietnam Era Veteran Recruitment and Employment;
4. Handicapped Recruitment and Employment;

5. Female Recruitment and Employment; and
6. Training, Upgrading and Promotional Opportunities.

C. _____will take
(Name of Company)
whatever steps are necessary to ensure that our total work force has adequate minority, female, and local representation. We will utilize the following methods in our recruitment attempts:

1. Local advertising media (newspapers, radio, TV);
2. Community organizations (churches, clubs, schools);
3. Public and private institutions in the area (UNI, Hawkeye Community College);
4. Job Service of Iowa; and
5. Other.

D. _____will seek qualified minority,
(Name of Company)
female, and local group applicants for all job categories and will make asserted efforts to increase minority, female and group representation in occupations at the higher levels or skill and responsibility.

E. All sources of employment used shall be aware that we are an Equal Employment Opportunity Employer. Labor organizations representing our employees will be notified of our Equal Employment Opportunity Policy and Affirmative Action Program.

F. Training, upgrading, promotion and transfer activities at all levels will be monitored to ensure that full consideration has been given to qualified minority, female, and local group employees.

G. _____will encourage other
(Name of Company)
companies with whom we are associated and/or do business, to do the same and we will assist them in their efforts.

H. _____has taken the following
(Name of Company)
Affirmative Action to ensure that minority, female, local contractors and/or suppliers were provided opportunities to negotiate and/or bid on this project: (if none, write "NONE")

1. _____

2. _____

I. As a result of the above efforts, we have involved minority, female, and local contractors and/or suppliers in the following areas of subcontracting: (if none, write "NONE")

1. _____

2. _____

J. _____will require approved
(Name of Company)
Affirmative Action Programs from all nonexempt contractors who propose to work on this project and will take whatever steps are necessary to ensure that non-minority contractors have adequate representation of minority, female and local persons in their total work force.

K. In further accordance with rules and guidelines issued pursuant to Executive Order 11246 as amended, we establish the goals for our company, based on parity percentages supplied by the City, and we realize these goals will be reviewed on an annual basis.

L. _____ will keep records of
(Name of Company)
specific actions relative to recruitment, employment, training, upgrading and promotion and will provide the City of Waterloo with any information relative to same, including activities of our SUBCONTRACTORS and suppliers as necessary or when requested.

M. Parity figures for companies located in Waterloo are as follows:

Minority Parity = .08 (8%)

N. _____ Affirmative Action
(Name of Company)
Employment Goals:

The definition of Affirmative Action Goals is as follows: "Goals may not be rigid and inflexible quotas which must be met, but must be targets, reasonably attainable by means of applying every good faith effort to make all aspects of the entire Affirmative Action Program work."

For the year 20__, please submit percentage targets for employing minorities and women. If you already have reached your target for hiring minorities and women, please submit that percentage.

*Goals for Minorities: _____%
Goals for Women: _____%

*Your affirmative action goals should be between 1% and 10% or more for minorities and 1% and 5% or more for women.

Please be advised that the goals or targets are purely your estimation of how many women and minorities your company can reasonably expect to hire in 20__. Note, that none of the goals are rigid or inflexible. They are targets that your company calculates as reasonably attainable. This will help the City in its monitoring procedures as required by City of Waterloo Resolution No. 1984-142(4).

CONTRACTOR'S TOTAL WORK FORCE
(WATERLOO)

NAME AND ADDRESS	JOB CATEGORY	RACE	SEX	HOURLY WAGE

INDICATE:

DISABLED VETERAN:	DV
VIETNAM ERA VETERAN:	VV
HANDICAPPED:	H

We hereby certify that we are in compliance with all City and Federal Affirmative Action Regulations and agree to accept all liability for failure to comply.

Respectfully submitted,

By: _____
Company Executive

_____
Date

By: _____

Equal Employment
Opportunity Officer

_____
Date

City of Waterloo Affirmative Action Officer

_____ Approved

_____ Disapproved Reason: _____

_____

By: _____

Date: _____

DESCRIPTION OF JOB CATEGORIES

1. **Officials/Manager**: Occupations in which employees set broad policies, exercise overall responsibility for execution of all policies, or direct individual departments or special phases of the agency's operations or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy directors, controllers, examiners, wardens, superintendents, unit supervisors, sheriffs, police and fire chiefs and inspectors and kindred workers.

2. **Professionals**: Occupations which require specialized and theoretical knowledge which is usually required through college training or thorough work experience and other training which provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, system analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, police and fire captains and lieutenants and kindred workers.

3. **Technicians**: Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education and through equivalent on-the-job training. Includes: computer programmers and operations, draftsmen, surveyors, licensed practical nurses, photographs, radio operators, technical illustrators, police and fire sergeants and kindred workers.

4. **Office/Clerical**: Workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paper work required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearing reporters, statistical clerks, dispatchers, license distributors, payroll clerks and kindred workers.

5. **Skilled Craft Workers**: Workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training programs. Includes: Mechanics and repairman, electricians, heavy equipment operators, stationary engineers, skilled machine occupations, carpenters, compositors and typesetters and kindred workers.

6. **Sales Workers**: Occupations engaging wholly and primarily in direct selling. Includes: advertising agents and salesman, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks, grocery clerks and cashier checkers, and kindred workers.

7. **Operatives (semi-skilled)**: Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics), plumbers, building trades, metal working trades, bricklayers, carpenters, electricians, machinists, mechanics, printing trades, etc., operatives, attendants (auto service and parking), plasterers, chauffeurs, deliverymen and furnacemen, heaters (metal), laundry and dry cleaning operatives, milliners, mine operatives and laborers, motormen, oilers and greasers, (except auto painters), (except construction and maintenance), photographic process workers, stationary fireman, truck and tractor drivers, weavers, (textile), welders and flame cutters and kindred workers.

8. **Laborers (unskilled)**: Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen, and stevedores, lumbermen, craftsmen and woodchoppers, laborers performing lifting, digging, mixing, loading and pulling operations and kindred workers.

9. **Apprentices**: Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally an apprenticeship, regardless of whether the program is registered with a Federal or State agency.

10. **Trainees (on-the-job)**: Production. . . persons in formal training for craftsmen when not trained under apprentice programs--operative laborer, and service occupations.

White Collar. . . persons engaged in formal training for clerical, managerial, professional, technical, sales, office and clerical occupations.

ITEMS OF POTENTIAL MBE/WBE PARTICIPATION

NOTICE TO PROSPECTIVE BIDDERS:

The following are items from **the FY 2023 CIP PIPELINING PHASE IVA3, CITY CONTRACT NO. 1063,** that have a potential for MBE/WBE Participation. This listing, however, is not intended to be all encompassing; to preclude MBE/WBE Contractors from bidding on any items of the Proposal as a Subcontractor or the entire Proposal as a Prime Contractor.

BID ITEM	DESCRIPTION	UNIT	EST. QTY.
1	8" Diameter CIP Pipe Lining	LF	16,824.0
2	10" Diameter CIP Pipe Lining	LF	5,084.0
3	12" Diameter CIP Pipe Lining	LF	1,735.0
4	Lateral Reinstatement	EA	333.0
5	3-FT Lateral Grouting	EA	333.0
6	Pipe Televising - 8"	LF	33,648.0
7	Pipe Televising - 10"	LF	10,168.0
8	Pipe Televising - 12"	LF	3,470.0
9	Type A Pipe Cleaning - 8"	LF	16,824.0
10	Type A Pipe Cleaning - 10"	LF	5,084.0
11	Type A Pipe Cleaning - 12"	LF	1,735.0
12	Type C Root Removal - 8"-10"	LF	10,954.0
13	Type C Root Removal - 12"-15"	LF	867.0
14	Type D Lumberjack - 8"-10"	LF	10,954.0
15	Type D Lumberjack - 12" - 15"	LF	867.0
16	Protruding Taps Removal	EA	50.0

MBE/WBE GOALS FOR THIS PROJECT

IMPORTANT: Prime Contract Bidders should be aware that ten percent (10%) MBE goal and a two percent (2%) WBE goal is attached to this project. "Certified Return Receipt" letters are no longer needed with the bid showing proof of contacting MBE or WBE Subcontractors, but the Pre-Bid Contact Information Form must be filled out completely.

City of Waterloo Contract Compliance Officer:

Contract Compliance Officer
Community Development Board
Carnegie Annex, Suite 202
620 Mulberry Street
Waterloo, IA 50703
Phone: (319) 291-4429

SUBCONTRACTOR'S BID REQUEST FORM
PRIME BIDDER'S LETTERHEAD

Contract No.: _____
Letting Date: _____

I, (subcontractor's name), hereby attest that I have been solicited for a bid on (project name) in the area of (description of work and bid item no.).

(Prime contractor) has informed me that if I am interested in bidding, a subcontracting bid proposal must be submitted to the company office by (date) and (time).

_____
Subcontractor's Company Name

_____ _____
Date Subcontractor's Signature

_____ _____
Date Prime Bidder's Signature

LETTER TO BE USED WHEN SOLICITING FOR SUBCONTRACTOR QUOTES

Subcontractor Company Name
Address

RE: Contract No.: _____

Dear _____:

(Prime Contractor's Company Name) is presently soliciting for the following work in connection with the above referenced project.

(Insert bid Item Nos. and Description of Work)

(Prime Contractor's Company Name) is an Equal Opportunity Employer, and all qualified bidders will not be discriminated against due to race, religion, color, sex, or origin.

If interested in bidding your proposal must be turned in to this office by _____ and _____.
(Date) (Time)

Sincerely,

(Prime Contractor's Representative)

Form CCO- 3 (11/28/2001)

LETTER OF INTENT TO BID
(MBE/WBE LETTER)

According to the Current MBE/WBE Contract Compliance Program - 2002, all MBE/WBE Contractors interested in submitting subcontractor quotes on construction projects with goals, MUST submit a LETTER OF INTENT TO BID to the City of Waterloo Contract Compliance Officer at least seven (7) days prior to bid opening.

The LETTER OF INTENT TO BID must list the specific items which the MBE/WBE Contractor is interested in bidding.

Letter should include the following:

Name of Project: _____
Your Company Name: _____
Address: _____
Phone:_____ Date: _____

List of Specific items to be bid:

Item No. _____ Description: _____

Item No. _____ Description: _____

Item No. _____ Description: _____

Item No. _____ Description: _____

Item No. _____ Description: _____

_____
(Subcontractor's Company Name and authorized signature)

Return this LETTER OF INTENT TO BID to:

Contract Compliance Officer
Community Development Board
620 Mulberry St.
Carnegie Annex, Suite 202
Waterloo, IA 50703
Phone: (319) 291-4429

Form CCO-5 (06-20-2002)

MBE/WBE BUSINESS ENTERPRISE
PRE-BID CONTACT INFORMATION FORM INSTRUCTIONS

Prime Contractor Responsibilities:

Prime Contractors bidding on City of Waterloo contract work are required to ensure that MBE/WBE businesses are provided the opportunity to participate in the performance of contracts and subcontracts. Prime contractors are required to assist MBE/WBE businesses in overcoming barriers to participation and must make good faith efforts to secure bids from, and award subcontracts to, MBE/WBE businesses. For all contract bids of $50,000 or more, the following is required to demonstrate good faith efforts in accordance with this policy:

1. "MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM" submitted with the prime contractor bid, properly completed and signed on Form CCO-4 (Rev. 06-20-02). Please note that this document must include all subcontractor contacts, bids received, and awarded - not just those related to disadvantaged business enterprise vendors.

2. A minimum of three (3) MBE/WBE business contacts must be made and documented, if there are at least three (3) MBE/WBE businesses offering services in the areas to be subcontracted (see City of Waterloo MBE/WBE Certified List). If less than three (3) are offering the services to be subcontracted, then a contact is required for any that are listed as providing that service. If you have submitted a MBE/WBE contact not on the City's MBE/WBE list, attach a copy of the certification from another government agency.

3. Contacts to each MBE/WBE businesses are required to be a minimum of seven (7) working days prior to the date the prime contractor submits the bid to the City of Waterloo.

4. The following documentation must accompany the "MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM" for each MBE/WBE business contacted:
   a. A copy of the bid received from the MBE/WBE, OR
   b. If no bid was received, a copy of correspondence received from the MBE/WBE with a "no bid" response, OR
   c. If no response was received, a copy of the solicitation sent to the MBE/WBE with proof of mailing attached.

5. If any MBE/WBE business submitting bids are not selected for subcontract award, documentation must accompany the "MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM" on why the MBE/WBE was not selected. These reasons could include:
   a. Not low bid. Copies of the competing bids may be required for verification.
   b. MBE/WBE did not bid, withdrew bid or was non-responsive.
   c. Documentation of other business-related reason for not selecting the MBE/WBE business for a subcontract.
   d. Prime contractor self performs work.
   e. Any other reason relied on by the Prime Contractor.

The Contract Compliance Officer will determine the weight to be given to each item listed above (supported by appropriate documentation) based on overall program goals.

Subcontractors Responsibilities:

1. Each MBE/WBE firm planning to submit quotes on construction projects with goals, shall submit a Letter of Intent to Bid (Form CCO-5) to the City Contract Compliance Officer seven (7) working days prior to bid opening, listing specific items which the MBE/WBE firm is interested in bidding. If the City Contract Compliance Officer does not receive sufficient scope letters seven (7) working days prior to bid opening, goals on subject project will be reduced accordingly. Agreements between the bidder/proposer and an MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

Form CCO-4A Rev. 07-08-02

MBE/WBE BUSINESS ENTERPRISE
PRE-BID CONTACT INFORMATION FORM

Prime Contractor Name: _____ Project: _____ Letting Date: _____

NO MBE/WBE SUBCONTRACTORS: If you are NOT using any MBE/WBE subcontractors to complete this project, sign below. Attach a brief explanation as to why subcontracting was not feasible with this project. If any MBE/WBE subcontractors will be used, please use the bottom portion of this form.

Contractor Signature: _____ Title: _____ Date: _____

SUBCONTRACTORS APPLICABLE: You are required, in order for your bid to be considered responsive, to provide the information on this form showing ALL of your MBE/WBE subcontractor contacts made for your bid submission. This information is subject to verification. Any questions should be directed to Contract Compliance Office 319-291-4429.

You are required, in order for your bid to be considered responsive, to provide the information on this Form showing your MBE/WBE Business Enterprise contacts made prior to your bid submission. This information is subject to verifications and confirmation.
If you are unable to identify MBE/WBE firms to perform portions of the work, please contact Louis Starks, Contract Compliance Officer, for assistance at (319) 291-4429.

In the event it is determined that the MBE/WBE Business Enterprise goals are not met, then before awarding the contract the City of Waterloo will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

TABLE OF INFORMATION SHOWING BIDDER'S PRE-BID MBE/WBE BUSINESS ENTERPRISE CONTACTS

		Quotes Received			Quotation used in bid
MBE/WBE Subcontractors	**Dates Contacted**	**Yes/No**	**Dates Contacted**	**Yes/No**	**Dollar Amount Proposed to be Subcontracted**

(Form CCO-4) Rev. 06-20-02

CERTIFIED

MBE / WBE CONTRACTORS

CITY OF WATERLOO, IOWA

CONTRACT COMPLIANCE OFFICE
Community Development Board
Carnegie Annex, Suite 202
620 Mulberry Street
Waterloo, Iowa 50703

City WEB Site:	**www.ci.waterloo.ia.us**
Contract Compliance WEB Site for listing updates:	**http://www.cityofwaterlooiowa.com/contractcompliance**
Contact:	**Rudy Jones, Community Development Director**
Email:	**rudy.jones@waterloo-ia.org**
Phone:	**(319) 291-4429**
Fax:	**(319) 291-4431**

CERTIFIED MBE CONTRACTORS

CARTER ELECTRIC
725 Adams Street
Waterloo, IA 50703
Phone: (319) 232-9808
Pager: (319) 235-4021
Contact: Derrick Carter
Specializing in:
ELECTRICAL CONTRACTOR

CULPEPPER ELECTRIC
1731 Cottage Grove Avenue
Waterloo, IA 50707
Phone: (319) 235-0885
Fax: (319) 236-8177
Contact: Martin Culpepper
Certified: City of Waterloo Certified MBE, Licensed Electrician
Specializing in:
ELECTRICAL CONTRACTOR

DANIELS HOME IMPROVEMENT
339 Albany Street
Waterloo, IA 50703
Phone: (319) 961-1659
Contact: Sammy Daniels
Specializing in:
ALL TYPES OF CONCRETE FLATWORK, POURED WALLS—ALL TYPES, FOOTINGS, LIGHT DEMOLITION

D.C. CORPORATION
426 Beech Street
Waterloo, IA 50703
Phone: (319) 493-2542
FAX: (319) 236-0515
Contact: Terry Phillips
Certified: City of Waterloo Certified MBE, Iowa DOT, TSB Certified
Specializing in:
COMMERCIAL AND RESIDENTIAL DEMOLITION, CONCRETE PAVING, DRIVEWAYS, TRUCKING (ALL TYPES), GENERAL CONSTRUCTION

GREER'S WORKS
2003 Plainview Street
Waterloo, IA 50703
Phone: (319) 233-4701
Contact: Willie Greer
Specializing in:
DRIVEWAYS, SIDEWALKS, CARPENTRY, ROOFING, GENERAL CONSTRUCTION

OLD GREER'S WORKS
2309 Springview Street
Waterloo, IA 50707
Phone: (319) 233-2150
Contact: David L. Greer, Sr.
Specializing in:
ROOFING & GENERAL CONSTRUCTION

QUICK CONSTRUCTION
217 Bates Street
Waterloo, IA 50703
Phone: (319) 215-4166
Contact: Leroy Harrington
Specializing in:
ALL TYPES OF CONCRETE FLATWORK AND GENERAL CONSTRUCTION

D & D CONSTRUCTION
1124 West Donald Street
Waterloo, IA 50703
Phone: (319) 961-4208
Contact: Darrell E. Caldwell, Sr.
Specializing in:
ROOFING AND GENERAL CONSTRUCTION

E. CASTRO ROOFING
702 Riehl Street
Waterloo, IA 50701
Phone: (319) 215-5683
Contact: Emillio Castro
Specializing in:
ROOFING, SIDING, GENERAL CONSTRUCTION

CERTIFIED WBE CONTRACTORS

ATLAS PAINTING, INC.*
911 Sycamore Street
P.O. BOX 65
Waterloo, IA 50704
Phone: (319) 232-9164
Specializing in:
COMMERCIAL AND INDUSTRIAL PAINTING

WATCO CONSTRUCTION, INC.*
2920 Texas Street
Waterloo, IA 50702
Phone: (319) 233-7481
Certified: City of Waterloo WBE
Contact: Patricia J. Kimball
Specializing in:
STORM SEWER, INLETS, DRAIN TILE, WATER MAIN, SANITARY SEWER, INTAKE STRUCTURES

PETERMAN & HAES CARPET ONE*
4003 University
Waterloo, IA 50701
Phone: (319) 233-6131
Fax: (319) 233-6133
Certified: City of Waterloo WBE
Email: JR11486@cfu.net
Contact: Carol Reese
Specializing in:
FLOOR COVERING

*** DENOTES WOMEN BUSINESS ENTERPRISE***

STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder only upon the specific request of the City of Waterloo, Iowa.)

All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of bidder.

2. Permanent main office address.

3. When organized.

4. If a corporation, when incorporated.

5. How many years have you been engaged in the contracting business under your present firm or trade name?

6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

7. General character of work performed by your company.

8. Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract? If so, where and why?

10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.

11. List your major equipment available for this contract.

12. Experience in construction work similar in importance to this project.

13. Background and experience of the principal members of your organization, including the officers.

14. Credit available: $ _____.

15. Give bank reference: _____.

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Waterloo, Iowa? _____

17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Waterloo, Iowa, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____, this ____ day of _____, 20___.

_____
(Name of Bidder)

By: _____

Title: _____

State of _____)
) ss:
County of _____)

_____, being duly sworn deposes and says that he is _____ of _____
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

_____

Subscribed and sworn to before me this ___ day of _____, 20____.

_____
Notary Public

My commission expires _____, _____.

GENERAL SPECIAL PROVISIONS

1. SCOPE OF WORK

The work covered by this contract consists of furnishing all labor, equipment, and materials and performing all operations, in connection with the **FY 2023 CIP PIPELINING PHASE IVA3, CITY CONTRACT NO. 1063**, as shown on the contract drawings and in accordance with these specifications.

The contract drawings, which accompany and form a part of this contract and specifications are dated **May 16, 2022** , They have the general title of **FY 2023 CIP PIPELINING PHASE IVA3, CITY CONTRACT NO. 1063.**

The drawings are numbered and separately entitled as follows:

DRAWING NO.	TITLE
	TITLE SHEET AND LOCATION MAP
OV	PROJECT OVERVIEW
ALT NO. 1 OV	ALTERNATE NO. 1 - PROJECT OVERVIEW
28	SERVICE AREA NO. 19
29	SERVICE AREA NO. 19
30	SERVICE AREA NO. 19
31	SERVICE AREA NO. 19
32	SERVICE AREA NO. 19
33	SERVICE AREA NO. 19
34	SERVICE AREA NO. 19
36	SERVICE AREA NO. 19
37	SERVICE AREA NO. 19
38	SERVICE AREA NO. 19
ALT NO. 1	SERVICE AREA NO. 16

The standard specifications of the City of Waterloo are to be used along with the special provisions described herein and shall be considered as part of the contract documents.

The 2022 Standard Specifications for the Iowa Statewide Urban Design and Specifications Program (SUDAS) (as referenced) are to be used along with the special provisions and General Specifications for Construction described herein and shall be considered as part of the contract documents.

2. CONFLICTING SPECIFICATIONS

All requirements of other specifications contained in the contract documents which conflict with the provisions of the special provisions will be considered void.

3. DUMPING AREAS

Excess material resulting from construction operations shall be hauled to the County Landfill or other area secured by the Contractor and approved by the City Engineer. Rubble, rubbish, trees, brush, and other unsuitable backfill material, as designated by the City Engineer, shall be hauled to the County Landfill. All Landfill charges are to be considered incidental to the contract and are the responsibility of the Contractor.

CONTRACTOR may dispose of debris from pipe cleaning activities at the Waterloo WWTP Monday through Friday between the hours of 8 a.m. to 2 p.m. CONTRACTOR will register with the operator of the WWTP prior to disposal.

4. CONSTRUCTION DAMAGE

The Contractor shall exercise care during construction operations to ensure the safety and protection to existing features located near or within the limits of construction. Damage caused by negligence or poor workmanship, as determined by the Engineer, shall be considered the Contractor's responsibility.

5. REMOVED MATERIALS

All materials removed as part of this Contract shall remain the property of the City unless the City determines that the materials are not salvageable, and the City does not want to retain ownership of the materials. Materials designated in the field by the Engineer as non-salvageable shall be hauled and disposed of by the Contractor at no cost to the City. All other materials shall be transported to locations as directed by the Engineer. No separate measurement or payment will be made for hauling or disposing of removed materials and it shall be considered incidental to applicable items.

6. OVERHAUL

Overhaul will not be paid for "surplus material" obtained from any of the items of construction under this contract. The cost of overhaul will be considered as incidental to the items to which it applies.

7. MAILBOXES/STOP SIGNS

The Contractor shall notify the United States Postal Department of mailboxes, which interfere with any part of the work before removing them, and the Contractor will relocate them as required by the Postmaster. The removal and replacement of mailboxes will not be considered for direct payment but will be considered incidental to the item to which it applies.

The removal and replacement of stop signs will not be considered for direct payment but will be considered incidental to the item to which it applies.

8. PAY ITEMS

All pay items are listed in the proposal and shall include the purchase of all materials, delivery of these materials, and furnishing all labor, plant and miscellaneous work needed to make the item complete. All such cost shall be incidental to the proposed item to which it applies and shall not be considered for separate payment.

9. BREAKDOWN OF LUMP SUM CONTRACT PRICE ITEMS

The Contractor shall, immediately upon execution and delivery of the contract, before the first estimate for payment is made, deliver to the City Engineer a detailed estimate giving a complete

breakdown of the lump sum contract prices. The submitted breakdown shall be approved by the City Engineer prior to any payment of any lump sum price item.

10. PERMISSION TO HAUL OVER STREETS, RAILROADS AND HIGHWAYS

The Contractor will be required to secure, from the proper authorities, permission or permit which may be required to haul over streets, highways, railroads or private property, and any hauling operations of the Contractor shall be subject to the requirements of such permits, permission, and to all applicable regulations, laws, and ordinances governing hauling and movement of equipment over streets, railroads, highways and private property. Any costs or inconvenience caused by obtaining any necessary permits or permission shall be considered completely covered by the price bid for the items in the proposal.

11. CONSTRUCTION SCHEDULING

The City Engineer shall approve Contractor's work schedule prior to starting. All revisions shall also be approved. The City Engineer may change the schedule to accommodate changing construction conditions.

The Contractor shall coordinate the work under this contract with contractors performing work under other contracts which may be performed concurrently.

The Contractor shall be responsible to notify the Police, Fire, Street and Engineering Departments of the closing and opening of streets.

The Contractor shall commence work within ten (10) days after receipt of the "Notice to Proceed" and diligently execute the work of the contract to completion.

12. PRE-CONSTRUCTION CONFERENCE

Before any work is started, the Contractor shall arrange with the City Engineer to hold a pre-construction conference to discuss problems and schedules of contracts.

13. UNDERGROUND UTILITIES

It is the responsibility of the Contractor to obtain the location of gas lines, water lines, electric, telephone, and cable television cables or wires from the various utility companies and the City electrician before starting any excavation. The Contractor shall be responsible for any damage to any underground utilities. The Contractor shall expose those utilities indicated on the plans so that elevations may be determined before beginning construction. This work shall be considered incidental to other items of work.

If the Contractor believes that additional costs have been incurred due to a utility being improperly located, the resolution of the additional costs incurred shall be made between the Contractor and the respective utility company.

14. TRAFFIC SIGNS AND STREET SIGNS

The Contractor shall contact the City of Waterloo Traffic Operations Department to have any street sign that will be affected by construction removed and replaced when the work has been completed.

15. TRAFFIC CONTROL DURING CONSTRUCTION

The Contractor shall, at his own expense and without further or other order, provide, erect and maintain, at all times during the progress and suspension of the work and until completion and

final acceptance thereof, suitable and requisite barricades, signs or other adequate protection, as required by the latest edition of Part VI of the “Iowa Manual on Uniform Traffic Control Devices for Streets and Highways” and shall provide, keep and maintain such barricades, signs, etc., as may be required or as may be ordered by the Engineer, to ensure the safety of the public as well as those engaged on the work. All barricading plans shall be reviewed by the Engineer.

The Contractor shall determine, provide and obtain approval from the City Engineer on all detour locations for all street closings, barricades and posting prior to construction. These shall meet requirements of the City Police Traffic Department. The Contractor shall notify the City Engineer's Office and the Police, Fire and Street Departments when the street is closed for construction. All barricading shall be in accordance with the latest edition of Part VI of the "Iowa Manual on Uniform Traffic Control Devices." Encapsulated lens sheeting is not required on this project.

16. GRADES, LINES, LEVELS AND SURVEYS

All necessary grades, lines, levels and surveys shall be established and maintained by the Contractor.

The Contractor shall verify all grades, lines, levels and dimensions as shown on the drawings, and he shall report any errors or inconsistencies in the same to AECOM before commencing work.

17. SAFETY OF WORKERS AND PUBLIC

The Contractor shall, at all times, take necessary precautions to protect the life and health of all persons employed on this project and the public. He shall provide necessary safety devices and safeguards in accordance with latest and best accident prevention practices. All such protection shall be furnished to employees without cost.

No direct measurement of payment shall be made for this protection but shall be considered incidental to other items of work. The public shall be kept outside of any work area.

18. WORKING ON SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS

The Contractor shall notify the Engineer in writing forty-eight (48) hours in advance if work on Saturday is planned. By noon the Friday before the planned Saturday work, the Contractor shall confirm the Saturday work schedule with the project inspector.

Work on Sunday and/or holidays requires prior approval of the City in accordance with the Waterloo Standard Specifications. The Contractor shall not work the following days in 2020 due to City holidays:

May 30, 2022 - Memorial Day
July 4, 2022 - Independence Day
September 5, 2022 - Labor Day
November 11, 2022 - Veteran's Day
Thursday and Friday, November 24 and 25, 2022 - Thanksgiving
Friday, December 23, and Monday, December 26, 2022 - Christmas

SPECIAL PROVISIONS

CONCRETE AND ASPHALT PAVEMENTS; DRIVEWAYS AND SIDEWALKS

1. TRAFFIC CONTROL

The Engineer, or authorized representative, shall periodically review traffic control that has been put in place by the Contractor. If traffic control devices are found to be without proper maintenance, penalties shall be assessed. Improper maintenance shall include, but not be limited to, the following situations:

A. Less than 100 percent of lights in working order.
B. Any barricade or sign moved or tipped over.
C. Fencing not supported in a vertical position.
D. Fencing not placed around excavations when workers/equipment are not working at the location.
E. Lack of proper barricades or signage.

Each incident is treated as a separate citation on an individual basis. It is not intended that minor deficiencies be price adjusted if corrected the day notification is given. In addition to a price adjustment, the Engineer may suspend work for irresponsible and/or repeated failure to construct the project using proper traffic control procedures.

Penalties:	1st Offense	Written warning given by City.
	2nd Offense	$ 100
	3rd Offense	$ 250
	4th Offense	$ 500
	5th Offense	$1,000
	6th Offense	Engineer's discretion (amount or more equal or greater than $1,000)

2. LIQUIDATED DAMAGES

Time is an essential element of this contract. It is important that the work be diligently pursued to completion. If the work is not completed within the specified contract period, plus authorized extensions, the Contractor shall pay to the City Liquidated Damages in the amount of $500.00 per day, for each day, as further described herein, in excess of the authorized time.

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

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

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

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

3. STANDARD SPECIFICATIONS

The Standard Specifications, which are referenced in the contract documents, are designated as follows:

SUDAS STANDARD SPECIFICATIONS - "2021 Standard Specifications for the Iowa Statewide Urban Design and Specifications Program" (unless otherwise noted) and current revisions thereof.

IDOT STANDARD SPECIFICATIONS - "Standard Specifications for Highway and Bridge Construction, Iowa Department of Transportation, Ames, Iowa, Series 2012" (unless otherwise noted) and current revisions thereof.

WATERLOO STANDARD SPECIFICATIONS - "Standard Specifications for Municipal Public Works Construction, City of Waterloo, Iowa."

4. PERCENT OF CONTRACT TO BE PERFORMED BY PRIME CONTRACTOR

The Prime Contractor shall be required to perform at least 30 percent of the total contract amount of this project. Purchasing of materials for subcontractors will not be an acceptable method for the prime contractor to meet the 30 percent requirement.

5. SPECIAL PROVISIONS

Standard Specifications are amended by the following additions. These are Special Provisions and shall prevail over those published in the Standard Specifications.

Section 01 11 18	Summary of Work
Section 01 22 13	Measurement and Payment
Section 33 01 31	Cured-In-Place Pipe Sewer Lining

6. SHOP DRAWINGS, CERTIFICATES, AND EQUIPMENT LISTS

A. Submission of Drawings:

1) The Contractor shall submit to the Engineer all shop drawings and equipment drawings or lists as called for in the contract documents or as requested by the Engineer. Drawings and listings shall be complete and shall contain all required detail information conveyed according to the latest recommended standards for detailing.

2) The Contractor shall make any corrections required by the Engineer and submit the revised shop or equipment drawings or listings for review. After review by the Engineer, the shop or equipment drawings or listings will be so marked, dated, signed by the Engineer, and forwarded to the Contractor for reproduction and distribution.

B. Submission of Equipment Lists:

1) If requested in the contract documents, as soon as practicable after award of contract and before any items of material or equipment are purchased, the Contractor shall submit to the Engineer for review a complete list of the principal fixtures and equipment to be incorporated into the work.

2) The Contractor shall also submit applicable brochures, technical data, catalogs, cuts, diagrams, manufacturer's drawings and installation instructions, samples if required,

and other descriptive data including the complete description, trade name, model number, type, size, and rating.

C. Engineer's Review:

1) Review by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detail is satisfactory. The Engineer assumes no responsibility for errors in dimensions in the shop drawings and assumes the Contractor will use material complying with requirements of the contract documents or, where not specified, those of sound and reasonable quality, and will erect the subjects of such shop drawings according to recognized standards of first quality work or, when specified, according to standards of the contract documents.

2) Any work done or material ordered by the Contractor prior to review by the Engineer shall be at the Contractor's risk.

7. PROJECT RECORD DOCUMENTS

A. Maintain at the project site one record copy of the drawings, project manual, addenda, change orders and other modifications to contract, field orders or clarifications, shop drawings, field test records, and associated permits.

B. Provide one marked up set of drawings to Engineer at substantial completion for use in preparation of record drawings.

C. Maintain record documents in clean, dry, legible condition and in good order. Do not use record documents for construction purposes. Make record documents available for inspection by Engineer.

D. Electronic files of internal inspections prior to and upon completion of liner insertion.

E. Electronic files of television inspection reports.

8. ACCESS TO PROPERTIES

The intent of construction staging is to maintain access to businesses, schools, churches, apartments, etc. Other staging proposals submitted by the Contractor will be considered as long as adequate access is maintained.

The Contractor shall make every effort to minimize the amount of time that access to private properties and driveways is blocked. To allow businesses the opportunity to arrange alternate directional signing for customers, the Contractor shall inform businesses ten (10) days in advance of the anticipated street closing. In cases where residential ingress-egress is limited by the Contractor's operations, he shall give the property owner involved at least 36 hours' notice.

The contractor shall provide the Engineer with a copy of the notice (see order of construction) mailed or delivered, the date of mailing or delivery, and a list of addresses, properties, or persons contacted.

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SECTION 01 11 18
SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

A. Work of this Contract entails construction of Cured-In-Place (CIP) sanitary sewer lining located in the City of Waterloo, identified as Sewer Service Area 19 (SA #19), as shown on the Drawings. The project includes cleaning, root removal, televising, CIP pipelining and lateral grouting of the following quantities:

8-Inch Diameter CIP - 16,824 LF
10-Inch Diameter CIP - 5,084 LF
12-Inch Diameter CIP - 1,735 LF
Laterals - 333 EA

1.02 DEFINITIONS

A. Standard Specifications: SUDAS 2022 Edition, except where otherwise noted.

1.03 FORM OF SPECIFICATIONS

A. These Specifications are written in imperative and abbreviated form. Imperative language of Specification sections is directed at CONTRACTOR, unless specifically noted otherwise. Incomplete sentences in Specifications shall be completed by inserting “shall,” “CONTRACTOR shall,” “shall be,” and similar mandatory phrases by inference in same manner as they are applied to notes on Drawings. Words “shall be” shall be supplied by inference where colon (:) is used within sentences or phrases. Except as worded to contrary, fulfill (perform) indicated requirements whether stated imperatively or otherwise.

B. Items of Work are specified by section. Specifications or requirements of one or more sections may apply or be referenced in other sections.

C. Provide Work described and comply with requirements stated in each Specification section and Drawings unless specifically assigned to other Contractors or OWNER.

1.04 CONTRACTS

A. Perform Work under unit price Contract(s) with OWNER.

1.05 MILESTONES (WORK SEQUENCE)

A. Construct Work in stages to provide for public convenience.

1. Do not close off public use of facilities until completion of one stage of construction provides alternative usage.
2. Stages of construction are those indicated on Drawings.

1.06 CONTRACTOR’S USE OF PREMISES

A. Limit use of premises for Work and storage to allow for following.

1. Public use.

B. Conduct operations to ensure least inconvenience to general public. Coordinate use of premises with OWNER.

C. Assume full responsibility for protection and safekeeping of products under this Contract.

D. Obtain and pay for use of additional storage or Work areas needed for operations at no additional cost to OWNER.

E. Confine operations to areas within Contract limits indicated. Do not disturb portions of site beyond areas in which Work is indicated.

F. Keep driveways, roads, and entrances serving premises clear and available to OWNER and public at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on Site.

1.07 EASEMENTS, LICENSES, AND PERMITS

A. Easements, construction licenses, and permits obtained for Work shown on Drawings.

1. OWNER has copies of documents on file for review.
2. Comply with provisions of easements, licenses, and permits.
3. Obtain additional construction licenses necessary to complete Work.
4. Easements and are shown on Drawings.
5. Perform construction within existing rights-of-way or within limits of easements.
6. Obtain written authorization from affected property owners or maintaining authorities if construction is outside these areas.
7. Comply with requirements of OWNERS or maintaining authorities.
8. Obtain written approval of restoration from easement and construction license grantors shown on Drawings.

1.08 STAKING

A. Proposed Work will be staked once, by ENGINEER, at no expense to CONTRACTOR. Should CONTRACTOR request restaking, this Work will be done as ENGINEER'S schedule permits and at expense of CONTRACTOR. Notify ENGINEER at least 3 days prior to start of open-cut work or 7 days prior to start of jacked or augered work and when making periodic requests for line and grade stakes.

1. ENGINEER will provide one line of survey stakes for utility work and prepare separate cut sheets where multiple pipes are located in common trench.
2. CONTRACTOR shall maintain survey stakes.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

* * * END OF SECTION * * *

SECTION 01 22 13
MEASUREMENTS AND PAYMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

A. This section identifies Bid items by number and lists applicable Specification sections and method of payment and measurement.

B. Provide labor, materials, equipment, supervision, and other services to construct each Bid item as required by Contract Documents.

C. Payment for all items shall be quantity shown on bid schedule unless dimensions of work are revised by OWNER through change order or unless subsequent recompilation shows plan quantity to be incorrect.

D. Payment for all items will be made based on amount of work completed at time of pay request.

1.02 DESCRIPTION OF BID ITEMS - GENERAL

A. Bid Item No. 1: 8” CIP Pipelining,
Bid Item No. 2: 10” CIP Pipelining,
and
Bid Item No. 3: 12” CIP Pipelining,

1. Includes furnishing and installation of Pipelining in accordance with SECTION 33 01 31 CURED-IN-PLACE PIPE SEWER LINING, SUDAS 4050, and the drawings.
2. Incidentals to this Bid Item:

   a. Any Pipelining inside manholes (thru flow trough)
   b. All work other work necessary to line each pipe segment from manhole to manhole

3. Not included with this Bid Item:

   a. Pipe Televising.
   b. Pipe Cleaning.
   c. Type C Root Removal.
   d. Type D Lumberjacking.

4. Measurement by the number of Lineal Feet of Pipelining installed from manhole pipe opening to manhole pipe opening.

B. Bid Item No. 4: Lateral Reinstatement
and
Bid Item No. 5: Lateral Grouting

1. Includes reinstating all active laterals in accordance with SECTION 33 01 31 CURED-IN-PLACE PIPE SEWER LINING and SUDAS 4050.
2. Measurement and payment based on bid price for each individual Lateral Reinstatement.

C. Bid Item No. 6: Pipe Televising - 8”,
Bid Item No. 7: Pipe Televising - 10”,
and
Bid Item No. 8: Pipe Televising - 12”,

1. Includes documenting the Pre-Televising and Post-Televising of the sanitary sewer in accordance with SECTION 33 01 31 CURED-IN-PLACE PIPE SEWER LINING, SUDAS 4050 and 4060, and the drawings.
2. Measurement and payment based on Lineal Feet of cleaning.

D. Bid Item No. 9: Pipe Cleaning - 8”,
Bid Item No. 10: Pipe Cleaning - 10”,
and
Bid Item No. 11: Pipe Cleaning - 12”,

1. Includes sanitary sewer pipe cleaning in accordance with SECTION 33 01 31 CURED-IN-PLACE PIPE SEWER LINING, SUDAS 4050, SUDAS 4060, and the drawings.
2. Measurement and payment based on Lineal Feet of cleaning.

E. Bid Item No. 12: Type C Root Removal - 8”-10”,
and
Bid Item No. 13: Type C Root Removal - 12”-15”,

1. Includes root removal in accordance with SECTION 33 01 31 CURED-IN-PLACE PIPE SEWER LINING, SUDAS 4050, SUDAS 4060, and the drawings.
2. Quantity is estimated based on 50% of the CIPP installed per diameter.
3. Measurement and payment based on Lineal Feet of cleaning.

F. Bid Item No. 14: Type D Lumberjack - 8”-10”,
and
Bid Item No. 15: Type D Lumberjack - 12”-15”,

1. Includes root removal in accordance with SECTION 33 01 31 CURED-IN-PLACE PIPE SEWER LINING, SUDAS 4050, SUDAS 4060, and the drawings.
2. Quantity is estimated based on 50% of the CIPP installed per diameter.
3. Measurement and payment based on Lineal Feet of cleaning.

G. Bid Item No. 16: Protruding Taps Removal

1. Includes root removal in accordance with SECTION 33 01 31 CURED-IN-PLACE PIPE SEWER LINING, SUDAS 4050, SUDAS 4060, and the drawings.
2. Measurement and payment based on Each Protruding Tap Removed.

* * * END OF SECTION * * *

SECTION 33 01 31
CURED-IN-PLACE PIPE SEWER LINING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Installation of cured-in-place pipe liner into existing sewer, including pipeline cleaning, internal inspections, flow control, obstruction removal, reconnection of existing active service laterals, testing, cleanup, restoration and associated Work.

B. Measurement and Payment:

1. See Specification Section 01 22 13.

C. This Specification Section shall be supplemented by SUDAS Section 4050.

1.02 PERFORMANCE REQUIREMENTS

A. Design Criteria:

1. Design cured-in-place liner thickness in accordance with ASTM F1216 and following additional requirements:

a. Design Safety Factor 2.0
b. Creep Retention Factor 50%
c. Ovality 2% or As Measured by Field Inspection
d. Constrained Soil Modulus: 1,000 PSI
e. Groundwater Depth: 2’ Above the Invert of the Pipe
f. Soil Depth: Distance from Surface Elevation to Invert of Pipe
g. Live Load Highway
h. Soil Load (Assumed) 120 lb/cu. Ft.
i. Minimum Service Life 50 Years

2. Bond between layers shall be strong and uniform. Layers, after cure, shall form one homogeneous structural pipe wall with no part of tube left unsaturated by resin.

1.03 SUBMITTALS

A. Product Data:

1. Manufacturer's literature and product certification for materials used in liner.

B. Miscellaneous: FLASH DRIVE, INCLUDING THE FOLLOWING:

1. Internal inspections prior to and upon completion of liner insertion.
2. Television inspection reports.

C. Proposed plan for bypassing sewage during liner installation.

D. Submit in accordance with SUDAS Section 1050.

1.04 QUALITY ASSURANCE

A. Installing CONTRACTOR'S Qualifications:

1. 4-yr minimum demonstrated successful application of lining process.

B. Corrosion:

1. Fabricate finished liner from materials which, when cured, will be chemically resistant to withstand internal exposure to domestic sewage including expose to hydrogen sulfide gas.

a. Use chemical solution and concentrations shown in ASTM F 1216, Table X2.1, for purpose of defining chemical resistance requirements.

C. Manhole Connections:

1. Assure manhole connections watertight as possible considering condition of existing manholes.

a. Use of "Hydro-Tight" or equal seal will be acceptable.

D. Testing:

1. Flat plate test tube, in-plant, in accordance with F 1216.
2. Test finished liner.

PART 2 PRODUCTS

2.01 LINING PROCESS MANUFACTURERS

A. Insituform.

B. National Liner.

C. In-Liner.

D. C.I.P.P. Corporation

E. Or equal.

2.02 CURED-IN-PLACE LINER TUBE

A. Resin:

1. Liner Bag: Polyester resin for domestic sewage and general chemical applications.

a. Resins may contain pigments, dyes, or colorants which will not interfere with visual inspection of cured liner.

B. Reinforcing Material:

1. Non-woven needle interlocked polyester felt formed into sheets of required thickness.
2. Felt tubes may be made of single or multiple layer construction, with any layer not less than 1.5 mm thick.

3. Mechanical strengthener membrane or strips may be sandwiched in between layers where required to control longitudinal stretching.
4. Polyurethane membrane used during insertion of inflation bag may be left on internal surface of liner after curing.
5. Minimum thickness of bonded polyurethane membrane and inner liner, if used, shall be 0.25 mm, +5%, and shall not affect structural dimension requirements of cured liner.

C. Felt Content:

1. Content shall ensure cured thickness of liner as specified.
2. Thickness of cured liner to be as specified (+10% - 4%) and shall not include thickness of polyurethane inner liner.

D. Resin Content:

1. 10 to 15% by volume greater than volume of felt in liner bag.

E. Cured liner shall conform to minimal structure standards listed one test per pallet or truck load:

	Pipe	Standard	Value
Tensile Stress	Pressure Pipes Only	ASTM D 638	3,000 psi
Modulus of Elasticity	All	ASTM D 790	400,000 psi
Flexural Stress	All	ASTM D 790	4,500 psi

2.03 FABRICATION

A. Fabricate liner to size that when installed, will fit internal circumference of pipe, including allowances for circumferential stretching during insertion and maximum pipe out of roundness specified for complete installation.

1. Conform to ASTM F1216.

2.04 CLEANING EQUIPMENT

A. Selection:

1. Equipment selected for cleaning shall be capable or removing sludge, grease, debris and other deleterious materials and obstructions from sewers without damage to existing lines.
2. Selection of equipment shall be based on conditions of lines at time work commences and at sole discretion of CONTRACTOR to achieve removal of materials specified.

PART 3 INSTALLATION

3.01 EXAMINATION

A. CONTRACTOR shall Pre-Televise and Log all lines and laterals prior to lining and provide OWNER an electronic copy of video and written Log. Pre-Televising Log shall be made available to the ENGINEER during Post-Televising work as described in this Specification 3.06 C.

B. CONTRACTOR shall notify the ENGINEER immediately of any excessive sedimentation of any kind that could result in extra work. If the CONTRACTOR proceeds with cleaning internally believed to be extra work prior to approval from the ENGINEER, the CONTRACTOR proceeds at its own risk.

C. CONTRACTOR shall notify the ENGINEER immediately of any main line or lateral blockages that would prevent planned lining or lateral reinstatement and grouting.

D. Refer to SUDAS 4060 for video inspection requirements.

3.02 PREPARATION

A. Prior to liner installation, clean grease, sludge, and other debris from line to provide proper installation of product.

B. Remove or repair those offset joints, protruding services, or other deflects that would prevent insertion of liner.

1. CONTRACTOR shall make own determination of removal or repair required by review of video inspection DVDs and reports.

C. If CONTRACTOR determines that existing pipe is 15% or more out of roundness, notify ENGINEER of condition of pipe prior to redesign of liner.

D. Sewage Bypassing:

1. Provide for flow of sewage around sections of pipe to be lined.

a. Pump or bypass lines shall be of adequate size and capacity to handle flow.
b. Coordinate bypassing operations with OWNER.

3.03 SEWER CLEANING

A. Use high-pressure jet cleaning (Type A) unless high-pressure (~10,000 psi) cleaning (Type D) is authorized by City; high-pressure (~10,000 psi) cleaning (Type D) to be considered Extra Work for which incremental additional compensation will be provided. Adjustment prices for cleaning will be basis for negotiation of additional compensation. Notify the ENGINEER immediately if line is discovered to be excessively blocked or damaged.

B. Material Removed:

1. Remove sludge, grease, debris and other solid or semi-solid material resulting from cleaning operations at downstream manhole. Do not pass material from upstream sewer segment to next downstream sewer segment.
2. If hydraulic cleaning equipment is used, construct weir or dam in downstream manhole to trap solids for removal.
3. **Remove material resulting from cleaning operations from site on daily basis**.

a. **CONTRACTOR may dispose of debris from pipe cleaning activities at the Waterloo WWTP Monday through Friday between the hours of 8 a.m. to 2 p.m. CONTRACTOR will register with the operator of the WWTP prior to disposal.**

C. High-Pressure Jet Cleaning - TYPE A

1. Use high-pressure jet cleaning machine; use spinning head nozzle appropriate for size of sewer and debris present; traverse sewer against flow and from downstream manhole sufficient number of passes to ensure proper cleaning; minimum of two (2) passes per section.
2. Trap debris at downstream manhole to prevent carrying of debris into lower reaches of sewer section being cleaned.

3. Conduct all operations so as to prevent water being blown out of fixtures in adjacent buildings.
4. Maintain continuous minimum pressure of 1,000 psi on operating hoses.
5. Use of high-pressure jet cleaning for certain reaches of sewer based on observations made of previous studies; if heavy root growth is evident, notify City immediately; City will evaluate need for alternative methods of cleaning, if justified.

D. Root Removal – TYPE C

1. Use rotating cutter head on jet machine or similar equipment to cut and remove roots from sewer pipe. Use cutter head with a diameter equal to the pipe diameter unless the Engineer gives written permission to do otherwise.
2. Chemical treatment for roots not required: chemical treatment will be considered Extra Work for which compensation will be negotiated.
3. Type C cleaning will take place only after televising reveals significant presence of roots and Contractor is directed by Engineer to stop televising and to undertake Type C cleaning.

E. High-Pressure (~10,000 psi) Cleaning or Lumberjack Cleaning - TYPE D

1. Necessary to remove heavy grease from pipes not successfully removed by other means.
2. Necessary to remove hardened calcium deposits in pipes not successfully removed by other means.
3. Necessary to remove tuberculation in cast iron or ductile iron type pipes.

F. Protection During Cleaning Operations:

1. Protect sewer and manholes from damage during cleaning operations.

3.04 INSTALLATION

A. General:

1. Conform to ASTM F 1216 and as specified.

B. Preparation of Liner:

1. Designate location where uncured resin in original containers and unimpregnated liner will be vacuum-impregnated prior to installation.
2. Use resin and catalyst system compatible with installation of this method. Quantities of liquid thermosetting materials shall be to manufacturer's standards to provide lining thickness required.
3. Transport resin impregnated liner to site, prior to inversion, in suitable light-proof container with temperature maintained below 40°F (4°C).

C. Insertion of Liner:

1. Insert liner through an existing manhole or other access by means of an inversion process and application of hydrostatic head sufficient to fully extend liner to next designated manhole or termination point or by means of winching liner through last pipe to next designated manhole or termination point. Lubricant may be used.

D. Curing Liner:

1. Using Circulated Heated Water

a. After inversion is completed, suitable heat source and water re-circulation equipment are required to circulate heated water throughout the pipe.

1) The equipment should be capable of delivering hot water throughout the section to uniformly raise the water temperature above the temperature required to affect a cure of the resin.
2) The heat source should be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. Another such gauge should be placed between the impregnated tube and the pipe invert at both ends to determine the temperatures during cure.

b. Water temperature in the line during the cure period should be as recommended by the resin manufacturer.
c. Initial cure will occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exothermic or cure in the resin.
d. Initial cure is reached, the temperature should be raised to the post-cure temperature recommended by the resin manufacturer.

1) The post-cure temperature should be held for a period as recommended by the resin manufacturer, during which time the re-circulation of the water and cycling of the boiler to maintain temperature continues.
2) The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of soil).

e. Required Pressures

1) Before the curing begins, the pressure required to hold the flexible tube tight against the existing conduit shall be provided by the tube manufacturer.
2) Once the cure has started and dimpling for laterals is completed, the required pressure shall be maintained until the cure has been completed. If required by the owner, a continuous log of pressure during cure shall be maintained.

2. Using Steam

a. After inversion is completed, suitable steam-generating equipment is required to distribute steam throughout the pipe.

1) The equipment should be capable of delivering steam throughout the section to uniformly raise the temperature within the pipe above the temperature required to affect a cure of the resin.
2) The temperature in the line during the cure period should be as recommended by the resin manufacturer.

b. The steam-generating equipment should be fitted with a suitable monitor to gauge the temperature of the outgoing steam.

1) The temperature of the resin being cured should be monitored by placing a gauge between the impregnated tube and the existing pipe at the termination end to determine the temperature during cure.

c. Initial cure will occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound and the remote temperature

sensor indicates that the temperature is of a magnitude to realize an exotherm or cure in the resin.

1) After initial cure is reached, the temperature should be raised to post-cure temperatures recommended by the resin manufacturer.
2) The post-cure temperature should be held for a period as recommended by the resin manufacturer, during which time the distribution and control of steam to maintain the temperature continues.
3) The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of soil).

3. Cool-Down

a. Using Cool Water After Heated Water Cure

1) The new pipe should be cooled to a temperature below 100°F(38°C) before relieving the static head or air pressure in the inversion standpipe.
2) Cool-down may be accomplished by the introduction of cool water into the inversion standpipe water being drained from a small hole made in the downstream end.
3) Care should be taken in the release of head so that a vacuum will not be developed that could damage the newly installed pipe.

b. Using Cool Water After Steam Cure

1) The new pipe should be cooled to a temperature below 113°F(45°C) before relieving the internal pressure within the section.
2) Cool-down may be accomplished by the introduction of cool water into the section to replace the mixture of air and steam being drained from a small hole made in the downstream end.
3) Care should be taken in the release of the air pressure so that a vacuum will not be developed that could damage the newly installed pipe

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E. Finished Liner:

1. Liner shall be continuous over entire length of inversion run and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes, and delamination.
2. During curing process, gauge watertightness under positive head.

a. Rate of Exfiltration: Not greater than 200 gal per day per in. dia per mile.

3. Liner shall conform to shape of pipe existing before installation and not be out of round by more than 15%.

3.05 CONNECTIONS

A. Service Lateral Connections:

1. Locations:

a. Contractor to determine active/inactive laterals by reviewing the pre-cleaning televising records to determine which laterals will not need to be reinstated and by direct measurement. CONTRACTOR shall notify the ENGINEER to verify INACTIVE OR BLOCKED LATERALS. **SUDAS DYE TESTING REQUIREMENT DOES NOT APPLY**

1) Use steel tape for measuring distances.
2) Reference connection location measurements from inside face of manhole wall.

2. Reinstatements:

a. Reinstate and reconnect service laterals unless lateral connection is determined by CONTRACTOR to be either inactive or abandoned. Document inactive or abandoned laterals and notify the ENGINEER to verify their state.
b. Reconnect service laterals from within pipe using cutting device that re-establishes service for minimum of 95% of flow capacity.

1) Liner shall be sufficiently tight so there is no annular space between connection and liner.

B. Manhole Connections:

1. Provide watertight seal between sewer pipe and liner pipe.
2. Reconstruct channels in manhole to match new invert elevations OR leave CIP in manhole channel and cut to match bench

3.06 FIELD QUALITY CONTROL

A. Liner Thickness:

1. Cured liner thickness shall not be more than 5% less than thickness specified.

B. Felt and Resin Content of Liner:

1. Visually inspect liner to ensure number of layers of felt conforms to specified number of layers and thickness.
2. Calculate resin to felt ratio by weight.
3. Ratio shall fall in range 1.10:1 to 1.15:1.

C. Examination:

1. Notify the ENGINEER 24 hours prior to Post-Televising work. The ENGINEER assumes this will be a daily task during the majority of the project and staff will be available to observe the work as to not delay the CONTRACTOR'S work.
2. Provide the ENGINEER with the Pre-Televising Log prior to the Post-Televising.
3. Televise interior of pipe after completion of Work in the presence of the ENGINEER and provide an electronic copy of the video and written report to OWNER.
4. Refer to SUDAS 4060 for video inspection requirements.

* * * END OF SECTION * * *

GENERAL SPECIFICATIONS FOR CONSTRUCTION

CITY OF WATERLOO, IOWA
Department of Engineering

SECTION A - Definitions of Terms
SECTION B - Scope of work
SECTION C - Control of Materials and Work
SECTION D - Procedure and Progress
SECTION E - Measurements and Payments
SECTION F - Legal Relations and Responsibility

SECTION A - DEFINITIONS OF TERMS

1. **CITY**. The City of Waterloo, Iowa, which is the Party of the First Part of the accompanying contract, acting through its authorized representative.

2. **COUNCIL**. The duly elected Council of the City of Waterloo, Iowa.

3. **ENGINEER**. The City Engineer of Waterloo, Iowa, or his authorized representative.

4. **INSPECTOR**. The authorized representative of the Engineer, assigned to the detailed inspection of the work or materials therefor and to such other duties as may be delegated to him in these specifications.

5. **CONTRACTOR**. The Party of the Second Part in the accompanying contract for the improvement covered by these specifications, or his authorized representative.

6. **SUBCONTRACTOR**. Any person, firm, or corporation who has, with the approval of the Council, contracted with the Contractor to execute and perform in his stead all or any part of the contract.

7. **BIDDER**. Any individual, firm, or corporation submitting a proposal for all or a part of the work provided for in these specifications.

8. **PROPOSAL GUARANTEE**. The security designed in the Notice of Bidders or Proposal to be furnished by the bidder as a guarantee of good faith to enter into a contract and furnish an acceptable bond for the work contemplated if it be awarded him.

9. **SURETY**. The corporate body bound with and for the Contractor for the acceptable performance of the contract.

10. **PROPOSAL**. The written Proposal, submitted by the bidder in the prescribed manner and on the standard form, for the improvements covered by these specifications.

11. **SPECIFICATIONS**. The documents that set forth the manner in which the proposed work is to be accomplished which have been prepared by the Engineer and approved by the City Council, official copies of which are now on file with the City Clerk.

12. **SPECIAL PROVISIONS**. Clauses or memoranda not contained herein, applying to the contract of which these specifications are a part, which change or supplement these specifications.

13. **CONTRACT**. The agreement entered into between the City and the Contractor, setting forth the terms under which the work covered by the plans and specifications is to be performed. The contract includes all conditions, definitions, and instructions set forth in the official publications relating to

the work, the official contract and specifications, the Proposal, official plans, and all supplemental agreements entered into by the parties to the contract.

14. **NOTICE TO BIDDERS**. The notice called attention of bidders to the time and place for receiving bids, containing a brief description of the work, and briefly setting forth the requirements and conditions for submission of Proposals.

15. **INSTRUCTIONS TO BIDDERS**. The clauses setting forth in detail the information relative to the proposed work and requirements for the submission of Proposals.

16. **PLANS**. The plans for the improvement covered by the specifications and approved by the Council, official copies of which are on file with the City Clerk.

17. **CONTRACT BOND**. The bond executed by the Contractor and his surety in favor of the City of Waterloo, Iowa, guaranteeing the complete execution of the contract in accordance with the plans and specifications, the payment of all debts pertaining to the work, and maintenance of the work as provided by law or by the specifications.

18. **CONTRACT PERIOD**. The period from the specified date for beginning the work to the specified date of completion, both dates inclusive. The contract period may be extended by the Council, as provided in these specifications, in which event the contract period includes the new date of completion.

19. **OFFICIAL PUBLICATIONS**. The official publications are the formal resolutions and notices relative to the proposed improvement that are required by law to be published in a prescribed manner and that have actually been published in accordance with the statutes relating thereto. Attention is directed to the fact that these official publications are by statute vested with all of the force and effect of contract obligations.

20. **A.S.T.M.** Abbreviation for American Society for Testing Materials.

21. **WORK**. The term "Work" of the Contractor and Subcontractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the contract.

22. **TIME**. All time limits stated in the contract documents are of the essence in the contract.

SECTION B - SCOPE OF WORK

1. **CORRELATION AND INTENT OF DOCUMENTS**. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor, materials, equipment, and transportation necessary for the proper execution of the work. Materials or work described in words which, so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standard.

2. **DRAWINGS AND SPECIFICATIONS**. Unless otherwise provided in the contract documents, the engineer shall furnish to the Contractor, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

The Contractor shall keep one (1) copy of all drawings and specifications on the work available to the Engineer and to his representatives.

3. **CONTRACTOR'S UNDERSTANDING**. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature, character and location of the work, the conformance to the ground, the character, quality, and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work,

the general and local conditions, and all other matters which can, in any way, affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

4. **REPORTING ERRORS AND DISCREPANCIES**. If the Contractor, in the course of the work, finds any discrepancies between the plans and the physical conditions of the locality, or any errors of omission in plans or in the layout as given by said stakes and instructions, it shall be his duty to inform the Engineer immediately, in writing, and the Engineer shall promptly correct the same.

5. **ALTERATION OR CORRECTION OF PLANS**. The plans are made up from surveys that are presumably correct and represent the foreseen construction requirements. Any modification of the plans which may be required by the exigencies of the construction or any corrections made necessary because of errors in the original surveys, will be made by the Engineer. Should corrections or modifications of the plans or specifications require a different quality or class of work than that upon which the unit prices in the Proposal are based, or if the modifications or corrections are required in parts of the work partially completed and such modifications result in an increased cost to the Contractor, the amount to be paid for work resulting from such changes shall be agreed upon in writing at the time the changes are ordered and before the work is begun by the Contractor. No allowance will be made for anticipated profits on work not performed.

6. **CHANGES IN THE WORK**. The City, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted by agreement or arbitration before such changed work is undertaken. All such work shall be executed under the conditions of the original contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

7. **INCREASED OR DECREASED QUANTITIES**. The right is reserved without impairing the contract, to order the performance of such work of a class not contemplated in the Proposal or to increase or decrease the quantities as may be considered necessary to complete fully and satisfactorily the work included in the contract. However, when the work is completed without change in the plans, and the measured quantity of any item of work varies by more than twenty percent (20%) from the estimated quantity specified in the contract, an adjustment in price may be made for such item of work by agreement between the Engineer and the Contractor, subject to the approval of the City Council. Either party to the contract may request such an adjustment.

8. **LANDS AND RIGHT OF WAY.** The City shall provide the lands upon which the work under this contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of his material, together with the right of access to same.

9. **CITY WATER**. The Contractor shall be allowed to use City Water but before any water is used, he shall make application to the Waterloo Water Works for a temporary water connection from a fire hydrant or by some other connection method. Water usage will be charged at the rate for temporary water service. The rules, regulations, and water rates are available at the Waterloo Water Works offices at 325 Sycamore Street or their telephone number is 319-232-6280.

10. **RIGHTS OF VARIOUS INTERESTS**. Whenever work being done by the City's forces or by other Contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work in general harmony.

11. **CLOSING STREETS TO TRAFFIC**. The Engineer shall be the judge of how many streets or parts of streets it is necessary for the Contractor to close at any time and may refuse to permit the closing of additional streets until such of the work is finished and opened to traffic as he may direct.

12. **OBSTRUCTION OF STREETS**. The work is to be carried on in such manner as to obstruct the streets, highways, and alleys as little as possible. The Contractor shall carry on the different parts of the work so as to complete the whole, as nearly as practicable, at the same time. In doing the work, the Contractor shall follow the directions of the Engineer as to the place or places where work shall be started or be carried on and the direction in which it shall be done.

13. **SHANTIES AND BUILDINGS**. Shanties or other buildings shall not be erected in or upon any street, highway, or alley without permission of the Engineer. If such permission be granted, it may be upon any reasonable terms prescribed by the person or body granting such permission.

14. **SANITARY CONVENIENCES**. The Contractor shall furnish the necessary sanitary conveniences, properly secluded, for the laborers on the work, and these shall be maintained in a manner that will be inoffensive to the public.

15. **CLEANING UP**. The Contractor shall, as directed by the Engineer, remove from the City's property and from all public and private property, at his own expense, all temporary structures, rubbish, and waste materials resulting from his operations before work can be considered completed. The Contractor shall also renew or replace any and all fences, sidewalks, or other property damaged or disturbed by his work.

16. **OMISSION OF PARTS OF GENERAL SPECIFICATIONS**. Parts of the General Specifications deemed not to apply to some particular work may be omitted by special reference in other parts of the contract documents.

SECTION C - CONTROL OF MATERIALS AND WORK

1. **SUPERVISION AND INSPECTION.** The Engineer shall have supervision of the construction provided for in this Contract and shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress on the work, and all questions regarding the acceptable fulfillment of the terms of the Contract. Materials and construction work shall, at all times, be subject to the inspection of the Engineer or his representatives. The Contractor shall be held strictly to the true intent of these specifications as regards the quality of materials, workmanship, and the diligent prosecution of the work.

The Engineer and his representatives shall, at all times, have access to the work wherever it is in preparation of progress, and the Contractor shall provide proper facilities for such access and for inspection.

If the specifications, the Engineer's instructions, law ordinances, or any public authority require any work and/or materials to be especially tested or approved, the Contractor shall give the Engineer timely notice of readiness for inspection. If the inspection is to be made by authority other than the Engineer, the Contractor shall notify the engineer of the date fixed for inspection. Inspections by the Engineer will be promptly made and, where practicable, at the source of supply. If any work should be covered up without the approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the Engineer, and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract, the Contractor shall pay such cost unless he shall show that the defect in the work was caused by another Contractor, and, in that event, the City shall pay the cost.

2. **AUTHORITIES AND DUTIES OF INSPECTORS**. Inspectors may be stationed on the work to report to the Engineer as to the progress of the work and the manner in which it is being performed; also, to report whenever it appears that materials furnished and work performed by the

Contractor fail to fulfill the requirements of the specifications and Contract, and to direct the attention of the Contractor to such failure or infringement; but such inspection shall not relieve the Contractor from any obligations to furnish acceptable materials or to provide completed construction that is satisfactory in every particular.

In case of any dispute arising between the Inspector and the Contractor as to materials furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and decided by the Engineer. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications. The Inspector shall, in no case, act as foreman or perform other duties for the Contractor, or interfere with the management of the work by the latter.

3. **STATUS OF THE ENGINEER**. The Engineer shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject any work and/or materials which do not conform to the specifications, to direct the application of forces to any portion of the work as, in his judgment, is required, and to order the force increased or diminished, and to decide questions which arise in the execution of the work.

4. **ENGINEER'S DECISIONS.** The Engineer shall, within a reasonable time, make decisions on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

All such decisions of the Engineer shall be final except as to the element of time and financial consideration involved, which, if no agreement in regard thereto is reached, shall be subject to arbitration.

5. **STAKES AND INSTRUCTIONS**. The Contractor shall provide reasonable and necessary opportunities and facilities for setting stakes and making measurements. The Contractor shall not furnish stakes or men to set them. He shall not proceed until he has received from the Engineer such stakes and instructions as may be necessary to the progress of the work.

The Contractor shall carefully preserve bench marks, reference points, and stakes, and in case of willful or careless destruction, he shall be charged with the resulting extra expense and shall be responsible for any mistakes that may be caused, by their loss or disturbance.

6. **SUPERINTENDENCE.** The Contractor shall keep on his work during its progress a competent superintendent and any necessary assistants, all satisfactory to the Engineer. The Superintendent shall not be changed except with the consent of the Engineer, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Superintendent shall represent the Contractor in his absence, and all directions given to him shall be as binding as if given to the Contractor. Important decisions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.

The Contractor shall give efficient supervision to the work using his best skill and attention. He shall carefully study and compare all drawings, specifications, and other instructions, and shall report at once to the Engineer any error, inconsistency, or omission which he may discover.

7. **REMOVAL OF UNAUTHORIZED WORK**. Work done without lines and grade being give, work done beyond lines shown on the plans or as given, except as herein provided, or any extra or additional work done without authority, will be considered as unauthorized and at the expense of the Contractor and will not be paid for under the provisions of the Contract. Work so done may be ordered removed and replaced at the Contractor's expense.

8. **REMOVAL OF DEFECTIVE MATERIALS OR WORK**. The Contractor shall promptly remove from the premises all materials condemned by the engineer as failing to conform to the Contract; whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his

own work in accordance with the contract and without expense to the City, and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the City may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within a reasonable time thereafter, the City may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expense that should have been borne by the Contractor; or, if the net proceeds of such sale are insufficient to pay the expenses of removal, the City may deduct the balance from any amounts due the Contractor.

9. **MATERIALS, EQUIPMENT, APPLIANCES, AND FACILITIES**. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work. Materials shall be of the quality specified for each particular part of the work.

Whenever, in construction of the work or in the manufacture of any article of appliance necessary for the construction or operation of the work, it is necessary to use any material that is not fully specified in these specifications, it shall be of good quality and shall meet with the approval of the Engineer.

Any appliance that is necessary for the construction or operation of the work and is commonly recognized as a part of the work, shall be furnished by the Contractor as part of the work, whether or not it is specifically called for in the plans and specifications, and such appliance shall be of good quality and standard make and shall meet with the approval of the Engineer.

10. **MATERIAL SAMPLES**. Before the contract is awarded, the bidder may be required to furnish a statement of the origin, composition, and manufacture of any and all materials proposed for use in the performance of the Contract, together with samples of the material. These samples will be considered as representative and typical of the material to be obtained from any particular source.

11. **CHARACTER OF WORKMEN AND EQUIPMENT**. The Contractor shall employ competent and efficient workmen for every kind of work. Any person employed on the work who shall refuse or neglect to obey the directions of the engineer or Inspector, or who shall be deemed incompetent or disorderly, or who shall commit trespass upon public or private property in the vicinity of the work, shall be dismissed when the Engineer so orders, and shall not be re-employed unless express permission be given by the Engineer. The Contractor shall, at all times, enforce discipline and good order among his employees.

The methods, equipment, and appliances used on the work, and the labor employed, shall be such as will produce a satisfactory quality of work and shall be adequate to complete the contract within the specified time limit.

12. **HIRING CITY EMPLOYEES**. The Contractor shall not employ and hire any of the City's employees without the permission of the Engineer.

13. **LABOR.** Local labor shall be given preferences so far as practicable.

14. **THE CITY'S RIGHT TO DO WORK**. If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City of Waterloo, after three (3) days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the Engineer shall approve both such action and the amount charged to the Contractor.

SECTION D - PROCEDURE AND PROGRESS

1. **ORDER OF COMPLETION - USE OF COMPLETED PORTIONS**. The Contractor shall complete any portion or portions of the work in such order or time as the Engineer may require. The City shall have the right to take possession of and use completed or partially completed portion of the work at any time, but such taking possession and use shall not be deemed an acceptance of work so taken or used, or any part thereof. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as the Engineer may determine.

2. **WEATHER**. During stormy or inclement weather, all work shall be suspended, except such as can be done in an acceptable manner. Permission to work during freezing, stormy, or inclement weather shall in no way be construed as a release of the Contractor's responsibility regarding the quality of the finished work at such time.

3. **SUNDAYS AND LEGAL HOLIDAYS**. Except for such work as may be required to properly maintain or protect completed or partially completed construction or to maintain lights and barricades, no work will be permitted on Sundays or legal holidays without specific permission of the Engineer.

4. **DELAYS AND EXTENSION OF TIME.** If the Contractor be delayed in the completion of the work by an act of neglect of the City, or its employees; or by any other Contractor employed by the City; or by changes ordered in the work; or by strikes, lockouts, fire, unusual delays in transportation, unavoidable casualties, or any cause beyond the Contractor's control; or by delay authorized by the Engineer pending arbitration; or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide will compensate for such delay.

No such extension shall be made for delay occurring more than thirty (30) days before claim therefor is made in writing to the Engineer. In the case of a continuing cause of delay, only one claim is necessary.

This article does not exclude the recovery of damages for delay by either party under provisions in the contract documents.

5. **TEMPORARY SUSPENSION OF WORK**. The Engineer shall have authority to suspend the work, wholly or in part, for such period or periods of time as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as is necessary due to the failure to the Contractor to carry out orders given or to perform any or all provisions of the Contract.

6. **NOTICES - HOW SERVED**. Any notice to be given by the City to the Contractor under this contract shall be deemed to be served if the same be delivered to the man in charge of any office used by the Contractor or his foreman or agent at or near the work, or deposited in the post office, postpaid, addressed to the Contractor at his last known place of business.

7. **PROGRESS OF WORK**. The progress of the work shall be such that, at the expiration of one-fourth (1/4) of the contract period, one-eighth (1/8) of the work shall be completed; at the expiration of one-half (1/2) of the contract period, three-eighths (3/8) of the work shall be completed; at the expiration of three-fourths (3/4) of the contract period, the work shall be three-fourths (3/4) completed, and the whole work shall be completed at the expiration of the contract period.

If, at any time the above schedule is not being maintained, the Council may give written notice to the Contractor and his sureties that the specifications are not being complied with. Such notice shall state what action on the part of the Contractor is required to bring the work within the requirements of the specifications. If the Contractor fails, within ten (10) days, to proceed as directed in the said notice, then the Council shall have authority to annul this contract without process or action at law and take over the prosecution and completion of the work, as provided under the article covering City's right to terminate contract.

8. **CITY'S RIGHT TO TERMINATE CONTRACT**. If the Contractor should be adjudged a bankrupt; or if he should make a general assignment for the benefit of this creditor; or if a Receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough skilled workmen or proper materials; or if he should fail to make prompt payment to Subcontractors or for materials or labor; or if he should persistently disregard laws, ordinances, or the instructions of the Engineer; or if he should otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other rights or remedy, and after giving the Contractor seven (7) days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he may deem expedient. In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administration services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided and the damage incurred through the Contractor's default shall be certified by the Engineer.

9. **REMOVAL OF EQUIPMENT**. In the case of annulment of this contract before completion, from any cause whatsoever, the Contractor, if notified to do so by the City; shall promptly remove any part or all of his equipment and supplies from the property of the City, failing which, the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

SECTION E - MEASUREMENTS AND PAYMENT

1. **STANDARD OF MEASUREMENT**. All work completed under the contract shall be measured by the Engineer according to the United States standard measures.

2. **SCOPE OF PAYMENTS**. The Engineer's measurements of quantities shall be the basis for final payment for the work performed under this Contract. After the work is completed, the Engineer will make measurements and computations of the number of units of each of the various items of work completed, and the Contractor will be paid for the actual amount of work performed at the rates specified in his Proposal. Before final settlement is made, the Council may require the Contractor to submit a list of all persons furnishing labor or materials, with evidence that such persons have been paid in full. Payment shall be made in the manner set forth in official publications and Council Proceedings relative thereto.

3. **PAYMENT FOR EXTRA WORK**. Such extra work as may have been ordered by the Engineer and performed by the Contractor shall be compensated for as provided herein. If work is to be done or materials are to be furnished by the Contractor which cannot properly be classified under unit prices included in the Proposal, the Contractor shall be paid therefor the actual reasonable cost of the labor and materials entering permanently in such work, plus fifteen percent (15%) of the cost thereof. In computing the labor cost on such extra work, the following items shall be included:

(a) Actual payroll expenditures for labor at the current rate therefor, and cost of materials.

(b) Pay of foreman and timekeepers for actual time required on the extra work.

(c) Liability insurance, prorated, for the extra work.

Labor cost items on extra work shall be furnished in duplicate by the Contractor to the Inspector daily. The Inspector shall check the items, and if he finds them to be correct, he shall so certify on the statement of cost, returning one copy to the Contractor and filing one copy with the Engineer.

The Engineer shall determine the cost of materials entering into extra work from the materials and receipted freight bills for the same.

For any special machine, power tools, or equipment, including fuel and lubricants, but not including small hand tools, which may be deemed necessary or desirable to use, the Contractor shall be allowed a reasonable rental thereon, to be agreed upon in writing by the Engineer before such work is begun, and to which sum no percentage is to be added.

The item of cost shall not include repairs or replacement of equipment or overhead expenses of any character. The fifteen percent (15%) allowed is considered to cover the use of hand tools and all overhead expenses except liability insurance.

In no case will a claim for extra compensation be allowed unless the work upon which the claim is based has been ordered in writing, except as provided hereinafter.

4. **CLAIMS FOR EXTRA COST**. If the Contractor claims that any instructions, by drawings or otherwise, involved extra cost under this contract, he shall give the Engineer written notice thereof within ten (10) days after completion of the work.

No such claim shall be valid unless so made.

5. **CLAIMS FOR EXTRA COMPENSATION**. If the Contractor deems that extra compensation is due him for work and/or materials that he considered is not clearly covered in the items for which he submitted unit prices in his bid and that were not ordered in writing by the Engineer as an extra s heretofore provided, the Contractor shall notify the Engineer, in writing, of his intention to make claim for extra compensation for work and/or material before starting construction. If such written notification is not given or the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual cost as defined herein, then the Contractor hereby agrees to waive the claim for extra compensation. Such notice to the engineer and the fact that the Engineer has kept account of cost as aforesaid, shall not in any way be construed as proving the validity of the claim, which must be passed upon by the Council. In the event that the Council finds the claim to be just, it shall be allowed and paid for as extra work as provided herein.

6. **COMPLETION REPORT AND OBJECTIONS THERETO**. Within ten (10) days after the full completion of the work to be done under this contract, the Engineer shall make a written statement of all the work done by the Contractor hereunder, stating the quantity of each item as found by him and including a statement of all credits for extra work and all credits or debits for changes, alterations, omissions, and defects, and shall forthwith deliver a copy of such statement to the Contractor. The Contractor shall compare such statement with his own records and shall then, in writing, either approve such statement or point out any claimed errors or omissions. If any of such claims are found correct, the Engineer shall, within ten (10) days, prepare a new statement, a copy of which shall in like manner be delivered unto the Contractor. The Engineer will not file a formal completion report with the City until the Contractor has approved the same.

If the figures of the Engineer and the Contractor cannot be reconciled, or there is a difference of opinion regarding some item or items, then such difference of opinion shall be submitted to arbitration as hereinafter provided, and the decision of the arbitrator or arbitrators shall be final, and the Engineer shall, within a period of five (5) days, file his completion report.

Before action by the City Council upon such completion report, the Contractor shall also file a written statement of any claims he may have against the City, other than those shown by such completion report, growing out of this contract or the work done hereunder. The City shall retain ten percent (10%) of the amount due the Contractor on the completion report for a period of thirty (30) days. If no claims are filed against the Contractor within thirty (30) days, the final ten percent (10%) shall then be paid to the Contractor.

7. **WAIVER**. By the execution of this contract ,the Contractor agrees that any objections he may have to the statement of the amount of work done hereunder included by the Engineer in this completion report, and any claims of the Contractor against the City growing out of this contract and the work done hereunder which are not stated in writing in the manner and within the time provided in Article 6, Section E hereof, shall be waived, and no such claim shall thereafter be asserted against the City.

SECTION F - LEGAL RELATIONS AND RESPONSIBILITIES

1. **LAWS RELATING TO WORK**. The Contractor is presumed to be familiar with all laws, ordinances, and regulations which may, in any manner, affect those engaged or employed upon the work or the materials or equipment used in or upon the work, and shall conduct the work so as not to conflict with such laws, ordinances, and regulations.

2. **PROTECTION OF WORK AND PROPERTY**. The Contractor for any part of the improvement shall be held responsible for the care of materials and of partially completed and completed work until final acceptance of the same by the Council. He will be required to make good at his own expense any damage which the work may sustain from any cause prior to the filing of the engineer's certificate of completion. He shall take all risk from floods and casualties of every description and make no charge for delay due to such cause. He may, however, be allowed a reasonable extension of time on account of such delays. He shall correct or make good at his own expense all damages to adjacent property due to the acts or negligence of his employees of the prosecution of his work, and save the City harmless therefor.

The Contractor shall be held liable and responsible for all damages done to water, sewer, drain, or other underground pipes and structures, and to sidewalks and private property.

3. **RESPONSIBILITY FOR ACCIDENTS**. The Contractor shall assume full responsibility for all damages sustained by persons or property due to the carrying on of his work until final acceptance thereof, or until released by the Engineer in writing.

4. **LIABILITY INSURANCE**. The Contractor shall carry liability insurance which shall save the City harmless and protect the public and any person from injury sustained by the reason of the prosecution of the work or the handling or storing of materials therefor, and said Contractor shall also carry liability insurance which shall meet the requirements of the Iowa Worker's Compensation Law.

Before work shall be started on this contract, the Contractor shall furnish the City Clerk with proper affidavit or Affidavits executed by representatives of duly qualified insurance companies, evidencing that said insurance company or companies have issued liability insurance policies, effective during the life of the contract, or for a period of a least ten (10) days following the filing of written notice of cancellation, protecting the public and any person from injuries or damages sustained by reason of carrying on the work involved in the Contract. The affidavit shall specifically evidence the following forms of insurance protection:

(a) Public liability insurance covering all operations performed by persons directly employed by the Contractor.

(b) Public liability insurance covering all operations performed by any Subcontractor to whom a portion of the work may have been assigned.

(c) Public liability insurance covering all work upon the project performed by any independent Contractor working under the direction of either the principal Contractor or a Subcontractor.

(d) Motor vehicle bodily injury liability insurance and property damage liability insurance on all motor vehicles employed on the work, whether owned by the Contractor or by other persons, firms, or corporations.

(e) The minimum protection shall be as follows:

Comprehensive General Liability Insurance	
General Aggregate Limit	$ 5,000,000.00
Products—Completed Operations Aggregate Limit	$ 5,000,000.00
Each Occurrence Limit	$ 5,000,000.00
Comprehensive Automobile Liability Insurance	$ 1,000,000.00

The Contractor shall have the City of Waterloo, Iowa, named as an "Additional Named Insured". A certificate, or a policy if requested, shall be filed with the Owner.

All certificates and/or policies of insurance furnished by the Contractor to be filed with the City Clerk shall include the name and address of the agency issuing the same. It shall also be required that the City Clerk be notified by registered mail of the cancellation or expiration of the above insurance.

5. **BARRICADES AND SIGNS**. The Contractor shall, at his own expense and without further or other order, provide, erect, and maintain, at all times during the progress and suspension of the work and until completion and final acceptance thereof, suitable and requisite barricades, signs, or other adequate protection, as required by the latest edition of the "Iowa Manual on Uniform Traffic Control Devices for Streets and Highways" and shall provide, keep, and maintain such barricades, signs, etc., as may be required or as may be ordered by the City Engineer, to insure the safety of the public as well as those engaged on the work. All barricading plans shall be approved by the City Engineer.

6. **ROYALTIES AND PATENTS**. The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof, except that the City shall be responsible for all such loss when a particular process or the product of a particular manufacturer is specified.

7. **PERMITS AND REGULATIONS**. Permits and licenses of a temporary nature for the prosecution of the work shall be secured and paid for by the Contractor. Permits, license, and easements for permanent changes in existing facilities shall be secured and paid for by the City.

8. **CLAIMS FOR DAMAGES**. Any claim for damages arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and no later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement or arbitration.

The Contractor shall be held for the payment of all just claims against him arising out of the prosecution of this contract, and his bond will not be released until such claims are paid for dismissed.

9. **ASSIGNMENT OF CONTRACT**. The Contractor shall not sell or assign the contract or sublet any portion of the work provided for therein without the written consent of the City Council.

10. **SUBCONTRACTORS**. The Contractor shall, as soon as practicable after the signature of the contract, notify the Engineer in writing of the names of the Subcontractors proposed for the work

and shall not employ any that the Engineer may, within a reasonable time, object to as incompetent or unfit.

The Contractor agrees that he is as fully responsible to the City for the acts and omission of his Subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any Subcontractor and the City.

11. **ARBITRATION**. All questions subject to arbitration under this Contract shall be submitted to arbitration at the choice of either party to the dispute.

The Contractor shall not cause a delay of the work during any arbitration proceedings, except by agreement with the Engineer.

The demand for arbitration shall be filed in writing with the Engineer, in the case of an appeal from his decision, within ten (10) days of its receipt, and in any other case, within a reasonable time after cause thereof, and in no case later than the time of final payment, except as otherwise expressly stipulated in the contract. If the Engineer fails to make a decision within a reasonable time, an appeal to arbitration may be taken as if his decision had been rendered against the part appealing.

No one shall be nominated or act as an arbitrator who is in any way financially interested in the contract or in the business affairs of either the City or the Contractor.

The general procedure shall conform to the laws of the State of Iowa. Unless otherwise provided by such laws, the parties may agree upon one arbitrator; otherwise, there shall be three--one named in writing by each party to this contract to the other party, and the third chosen by these two arbitrators, or, if they fail to select a third within ten (10) days, then he shall be chosen by the Comptroller of the State of Iowa. Should either party refuse or neglect to supply the arbitrators with any papers or information demanded in writing, the arbitrators are empowered by both parties to proceed ex parte.

If there be one arbitrator, his decision shall be binding; if three, the decision of any two shall be binding. Such decision shall be a condition precedent to any right of legal action, and, wherever permitted by law, it may be filed in Court to carry it into effect.

The arbitrators, if they deem that the case demands it, are authorized to award to the party whose contention is sustained such sums as they shall deem proper for the time, expense, and trouble incident to the appeal, and, if the appeal was taken without reasonable cause, damages for delay, the arbitrators shall fix their own compensation unless otherwise provided by agreement, and shall assess the costs and charges of the arbitration upon either or both parties.

The award of the arbitrators must be in writing, and it shall not be open to objections on account of the form of proceeding or the award, unless otherwise provided by the laws of Iowa.

In the event of such laws providing on any matter covered by this article otherwise than as hereinbefore specified, the method of procedure throughout and the legal effect of the award shall be wholly in accordance with the laws of the State of Iowa, it being intended hereby to lay down a principle of action to be followed, leaving its local application to be adopted to the legal requirements of the place in which the work is to be done.

12. **PERFORMANCE AND PAYMENT BONDS**. The Contractor shall, at the time of execution and delivery of this contract and before the taking effect of same, furnish and deliver to the City written bonds of indemnity to the amount required by law in form and substance, and with surety thereon satisfactory and acceptable to the City, to insure the faithful performance and payment by the Contractor

of all the covenants and agreements on the part of the Contractor contained in this contract. These bonds shall remain in force and effect for the full amount of the Contract.

13. **PERSONAL LIABILITY OF PUBLIC OFFICIALS**. In carrying out any of the provisions of the Contract or in exercising any power or authority granted him thereby, there shall be no liability upon the Engineer or his authorized assistants, either personally or as an official of the City, it being understood that in such matters he acts as the agent and representative of the City.

14. **JURISDICTION**. Any action in Court against the Contractor or sureties on his bond because of damages to property or individuals by said Contractor or his workmen, or because of the violation of any provisions of the specifications, or on account of the failure of said Contractor to comply fully with these provisions, shall be brought in the District Court of the State of Iowa in and for Black Hawk County.

15. **TERMINATION OF RESPONSIBILITY**. The Contract shall be considered as completed and the Contractor released from further obligations except as to the requirements of his bond, after the work has been completed and finally accepted and final estimates have been allowed and the completion report of the engineer has been filed and approved by the Council.

16. **CITY'S LEGAL RIGHTS**. The City shall not be precluded by any measurements, estimate, or certificate made, either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or the work or materials do not, in fact, conform to the Contract.

The City shall not be precluded, notwithstanding any such measurements, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and his surety such damages as it may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the City or any of its representatives, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver on any portion of the contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

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SUPPLEMENTAL GENERAL SPECIFICATIONS FOR CONSTRUCTION

1. SUBCONTRACTS

The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract for the improvements embraced in this contract.

2. REVIEW BY THE CITY OF WATERLOO

The City of Waterloo, its authorized representatives and agents, shall at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this contract, provided, however, that all instructions and approval with respect to the work will be given to the contractor only by the City of Waterloo through its authorized representative or agents.

3. INSPECTION

a. The contractor shall furnish promptly all materials reasonably necessary for any tests, which may be required. All tests by the City of Waterloo will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

b. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the project site.

4. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the City of Waterloo free from any claims, liens, or charges. Neither the contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the contractor for their protection or any rights under any law permitting such persons to look to funds due the contractor in the hands of the City of Waterloo. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

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FORM OF CONTRACT

CONTRACT FOR THE CONSTRUCTION OF

FY 2023 CIP PIPELINING PHASE IVA3

CITY OF WATERLOO, IOWA

CONTRACT NO. 1063

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

PAR. 1 Contractor agrees to build and construct the **FY 2023 CIP PIPELINING PHASE IVA3, Contract No. 1063,** and furnish all necessary tools, equipment, materials, and labor necessary to do all the work called for in the plans and specifications in a workmanshiplike manner and for the prices set forth in Contractor's proposal, which was accepted by the City, and which is understood and agreed to be a part of this contract.

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

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

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

PAR. 5 The Contractor agrees to commence said work within ten (10) working days after receipt of "Notice to Proceed" and all items shall be completed on or before **December 30, 2022.**

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

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

brought against the City by reason of any injuries that may be sustained by any person or property allegedly caused by the Contractor, or his agents, while work is done pursuant to this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF WATERLOO, IOWA

_____
Mayor

_____
City Clerk

_____
Contractor

BY: _____

Title:_____

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

ATTEST: _____, City Clerk
Waterloo, Iowa

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ of _____ _____ (the "Principal"), and _____ of _____ _____ (the "Surety"), are held and firmly bound unto the City of Waterloo, Iowa (the "Obligee"), in the penal sum of _____ Dollars ($_____), lawful money of the United States, for the payment of said sum in connection with a contract (the "Contract") dated on or about _____ for the purpose of _____ _____. The Contract is incorporated herein by reference as though fully set forth herein.

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

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

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

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

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

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

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

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

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

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

PRINCIPAL	SURETY
_____	_____
Name	Name
By: _____	By: _____
Title: _____	Title: _____
	[attach Power of Attorney]

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

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

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

and,

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars $_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

FY 2023 CIP PIPELINING PHASE IVA3

CITY OF WATERLOO, IOWA

CITY CONTRACT NO. 1063

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

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be

performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS HEREOF, this instrument is executed in _____ counterparts, each one of
(number)

which shall be deemed an original, this the ____ day of _____, 20_____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

(SEAL) By _____(s)

_____
(Address)

_____

_____
Witness as to Principal

_____
(Address)

_____
Surety

ATTEST: By _____
Attorney-in-Fact

_____ _____
Witness as to Surety (Address)

_____ _____
(Address)

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

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

APPENDIX

1. Change Order Form
2. Davis-Bacon Wage Rates, and Associated Information (Requested 5/3/2022)

CHANGE ORDER NO. _____

Owner _____ Date _____

Project _____

Owner's Contract No. _____ Contractor _____

Date of Contract Start _____ $ _____

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

Reason for Change Order:

CONTRACT PRICE To substantial completion		**CONTRACT TIMES (Calendar Days)** To Final completion		
Original:	$_____	Original Completion Date:	_____	_____
Previous CIO's (ADD/DEDUCT):	$_____	Previous CIO's (ADD/DEDUCT):	_____	_____
This C.O. (ADD/DEDUCT):	$_____	This C.O. (ADD/DEDUCT):	_____	_____
Contract Price with All Approved Change Orders:	$_____	REVISED:	_____	_____
		Revised Completion Date:	_____	_____

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

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

APPROVED:

By: _____ _____
OWNER (Authorized Signature) Date

ACCEPTED:

By: _____ _____
CONTRACTOR (Authorized Signature) Date

AECOM, Inc.
60682318 / _____
Project Number Change Order No.

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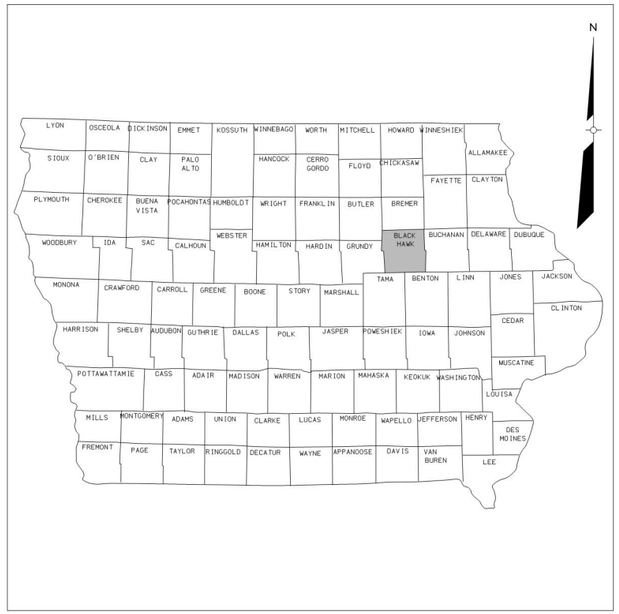
Davis Bacon Act Wage Rate Determination
(Requested 5/3/2022)

FOR BIDDING
05-03-2022

CITY OF WATERLOO

FY 2023 CIP PIPELINING PHASE IVA3
SERVICE AREA 19

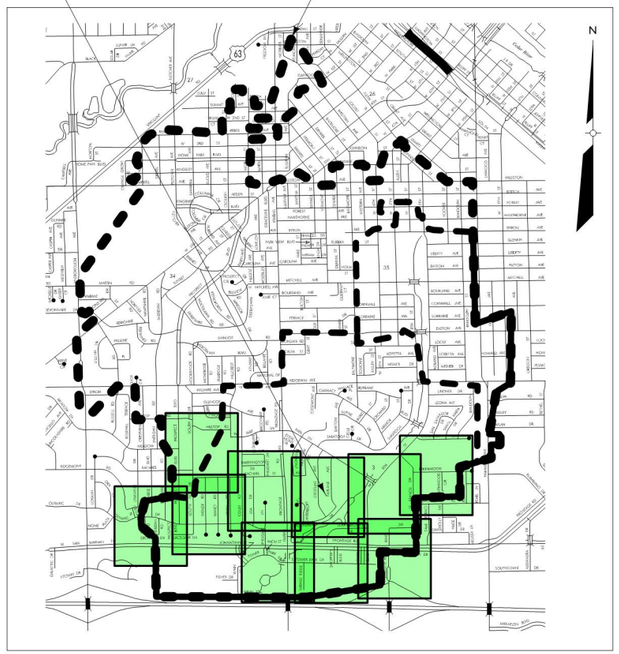
CITY CONTRACT NO. 1063
WATERLOO, IOWA
MAY 2022



VICINITY MAP
NTS

PHASE IVA3
SERVICE AREA 19
BASE BID BOUNDARY

PROJECT LOCATION
SERVICE AREA #19



LOCATION MAP
NTS

INDEX OF DRAWINGS

DWG NO.	DESCRIPTION
	TITLE SHEET AND LOCATION MAP
OV	PROJECT OVERVIEW
ALT NO. 1 OV	ALTERNATE NO. 1 - PROJECT OVERVIEW
28	SERVICE AREA NO. 19
29	SERVICE AREA NO. 19
30	SERVICE AREA NO. 19
31	SERVICE AREA NO. 19
32	SERVICE AREA NO. 19
33	SERVICE AREA NO. 19
34	SERVICE AREA NO. 19
36	SERVICE AREA NO. 19
37	SERVICE AREA NO. 19
38	SERVICE AREA NO. 19
ALT NO. 1	SERVICE AREA NO. 16

PREPARED FOR

CITY OF WATERLOO
715 MULBERRY STREET
WATERLOO, IOWA 50703
319-291-4311

LICENSED PROFESSIONAL ENGINEER
CHRISTOPHER G. OELKERS
22053
IOWA

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

05/03/2022
CHRISTOPHER G. OELKERS Date
License number 22053
My license renewal date is December 31, 2023
Pages or sheets covered by this seal:
ALL

PREPARED BY

AECOM

501 SYCAMORE STREET, SUITE 222
WATERLOO, IOWA 50704-1497

T 319.232.6531 F 319.232.0271

Waterloo, Iowa
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Printed from MicroStation V8i
Plotted:5/3/2022 8:30:01 AM
Design File L:\DCS\Projects\WTR\60682318.CIPP_Ph_IVA3\900.CAD.GIS\03-SHEETS IVA3\PH IVA3 SA19-00.DGN, Model 00

W. 4th ST.

SA 19

BALTIMORE ST.

RIDGEWAY AVE.

BASE BID AREA

28

29

30

31

32

33

34

36

37

38

ANSBOROUGH AVE.

PROSPECT BOULEVARD

KIMBALL AVENUE

PARK LN.

W. 9th ST.

BROOKERIDGE DR.

OLYMPIC DR.

WEST SAN MARNIAN DRIVE

HAMMOND AVE.

E. SAN MARNAN ACCESS DR.

N

0' 250' 500' 1000'

SCALE

1-INCH — VERIFY SCALE IF PLAN SHEET IS REDUCED

REV	DESCRIPTION	DRN	CHK	DATE
	FOR BIDDING	CGO	GIL	05/03/22

DRN | DES | CHK | APP

AECOM
501 Sycamore Street, Suite 222
Waterloo, Iowa 50704-1497
T 319.232.6531 F 319.232.0271
WWW.AECOM.COM

FY 2023 CIP PIPELINING PHASE IVA3
CITY OF WATERLOO
CITY CONTRACT NO. 1063

SERVICE AREA NO. 19

DATE	MAY 2022
PROJECT NO	60682318
FILENAME	CIP PH IV3
SHEET NO	
DRAWING NO	OV

Waterloo, Iowa
Plotted: 5/3/2022, 9:30:15 AM
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HIGHWAY 218

SA 16

FALLS AVENUE

FALLS AVENUE

FALLS AVENUE

ANSBOROUGH AV

ANSBOROUGH-FLETCHER EXIT

FLETCHER AVENUE

UNIVERSITY AVENUE

BLACK HAWK ROAD

FLETCHER AVENUE

HWY 63 - SERGEANT ROAD

HIGHWAY 218

BID ALTERNATE NO. 1

N

0' 250' 500' 1000'
SCALE

DRN
DES
CHK
APP

REV	DESCRIPTION	DRN	CHK	DATE
	FOR BIDDING	CGO	GIL	05/03/22

1-INCH — VERIFY SCALE IF PLAN SHEET IS REDUCED

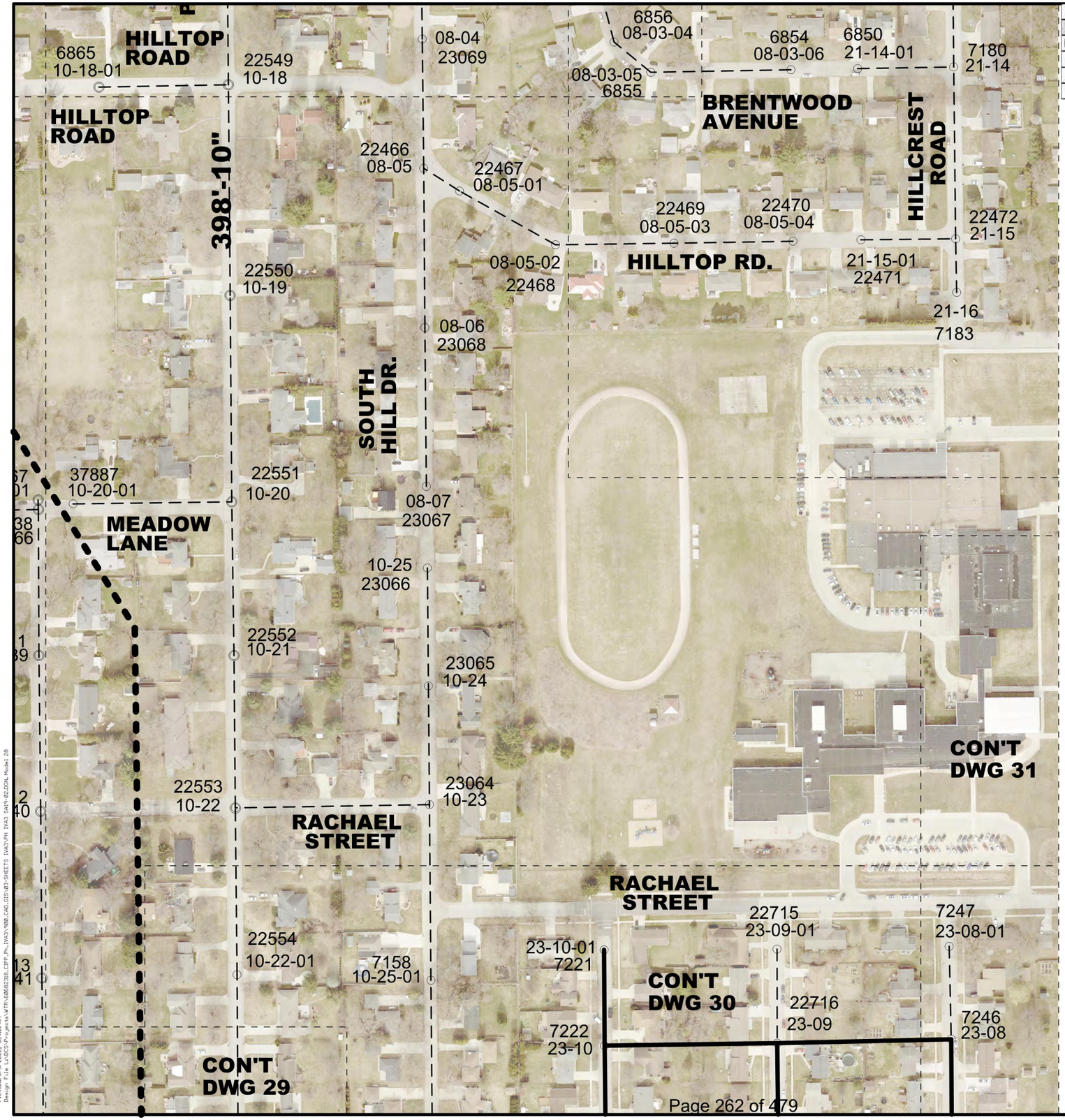
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501 Sycamore Street, Suite 222
Waterloo, Iowa 50704-1497
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WWW.AECOM.COM

FY 2023 CIP PIPELINING PHASE IVA3
CITY OF WATERLOO
CITY CONTRACT NO. 1063

PROJECT OVERVIEW
BID ALTERNATE NO. 1 - SA NO. 16

DATE	MAY 2022
PROJECT NO	60682318
FILENAME	CIP PH IVA3
SHEET NO	
DRAWING NO	ALT NO.1 OV

Waterloo, Iowa
Plotted:5/3/2022, %2:%0 AM
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CIPP						BID ITEM			
						1	2	3	4
DWG	MH	City MH	MH	City MH	Route	8"	10"	12"	Lat
28	23-09	22716	23-08	7246	Nancy Rd / Lynda Rd	329			4
28	23-10	7222	23-09	22716	Wendy Rd / Narcy Rd	327			4
28	23-10-01	7221	23-10	7222	Wendy Road	182			4

N

0′ 50′ 100′ 200′

SCALE

NOTES

1. LATERAL QUANTITIES ARE BASED ON SEGMENT HOUSE COUNT TAKEN FROM AERIAL. THESE QUANTITIES SHALL BE CONSIDERED APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY THE QUANTITY TO ENSURE ALL ACTIVE LATERALS ARE REINSTATED AND GROUTED.
2. CONTRACTOR SHALL CONTACT THE ENGINEER PRIOR TO ANY OUT OF SCOPE MAIN LINE CLEANING OR ROOT REMOVAL. ANY EXTRA CLEANING OR ROOT REMOVAL UNDERTAKEN BY CONTRACTOR PRIOR TO BEING GRANTED PERMISSION BY THE OWNER IS AT THE CONTRACTORS RISK. IN THESE CASES, THE CONTRACTOR SHALL STOP WORK ON THAT SEGMENT TO ALLOW THE ENGINEER AND OWNER TO REVIEW THE SITUATION AND DETERMINE THE BEST WAY FORWARD.
3. THE CONTRACTOR SHALL DOCUMENT ANY SIGNIFICANT DAMAGE TO THE MAIN LINE ON THE SEGMENT LOG. CONTACT THE ENGINEER IF THE MAIN LINE PIPE IS TOO DAMAGED TO LINE. THE CONTRACTOR SHALL PROVIDE THE OWNER A SNAP SHOT PICTURE OF THE DAMAGE FROM THE PRE- VIDEO FOOTAGE.
4. THE CONTRACTOR SHALL CONTACT THE ENGINEER REGARDING ANY EXISTING DAMAGE TO LATERALS DISCOVERED DURING THE CLEANING AND PRE- VIDEO ACTIVITIES THAT WOULD PREVENT LINING OR GROUTING WORK.
5. THE CONTRACTOR SHALL DOCUMENT AND VERIFY WITH THE ENGINEER ALL PRESUMED ABANDONED LATERALS. THE SEGMENT SHALL NOT BE LINED UNTIL THE ABANDONMENT IS VERIFIED.

1-INCH — VERIFY SCALE IF PLAN SHEET IS REDUCED

REV	DESCRIPTION	DRN	CHK	DATE
	FOR BIDDING	CGO	GIL	05/03/22

DRN DES CHK APP

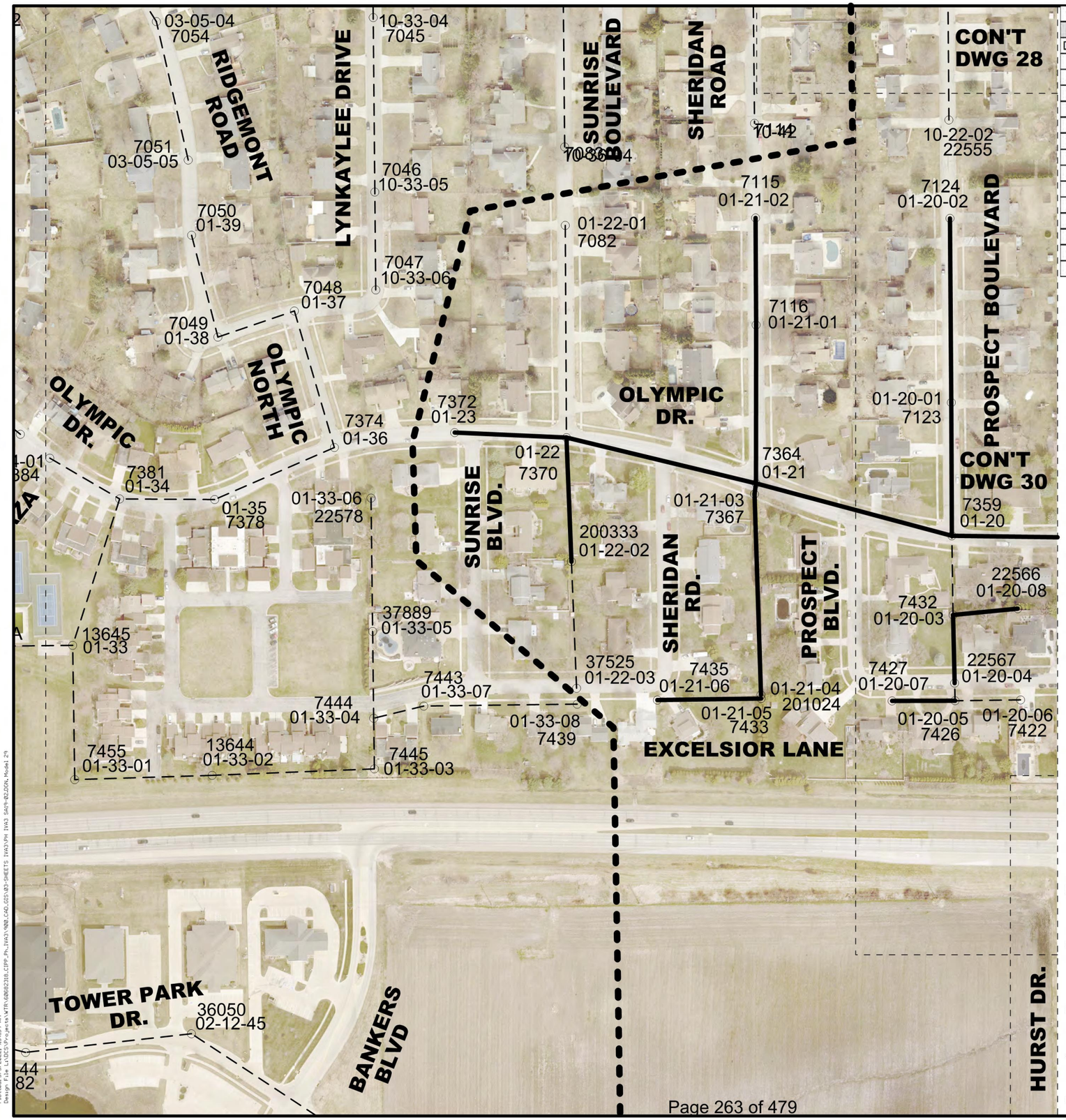
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501 Sycamore Street, Suite 222
Waterloo, Iowa 50703-1497
T 319.232.6531 F 319.232.0271
WWW.AECOM.COM

FY 2023 CIP PIPELINING PHASE IVA3
CITY OF WATERLOO
CITY CONTRACT NO. 1063

SERVICE AREA NO. 19

DATE	MAY 2022
PROJECT NO	60682318
FILENAME	CIP PH IV3
SHEET NO	
DRAWING NO	28

Waterloo, Iowa
Plotted:5/3/2022, 9:34:01 AM
Design File Ly\DCS\Projects\WTR\60682318_CIPP_PH_IV3\400_CAD_GIS\03-SHEETS IVA3\PH IVA3 SAN-02.DGN, Model 28



CIPP						BID ITEM			
						1	2	3	4
DWG	MH	City MH	MH	City MH	Route	8"	10"	12"	Lat
29	01-20-01	7123	01-20	7359	Prospect Boulevard	253			2
29	01-20-02	7124	01-20-01	7123	Prospect Boulevard	349			8
29	01-20-04	22567	01-20-03	7432	Prospect Boulevard	129			2
29	01-20-07	7427	01-20-05	7426	Excelsior Lane	120			2
29	01-20-08	22566	01-20-03	7432	Prospect Boulevard	123			2
29	01-21	7364	01-20	7359	Olympic Drive		384		1
29	01-21-01	7116	01-21	7364	Sheridan Road	300			5
29	01-21-02	7115	01-21-01	7116	Sheridan Road	203			6
29	01-21-03	7367	01-21	7364	Sheridan Road	21			
29	01-21-04	201024	01-21-03	7367	Sheridan Road	380			6
29	01-21-06	7435	01-21-05	7433	Sheridan Road	197			2
29	01-22	7370	01-21	7364	Olympic Drive		370		
29	01-22-02	200333	01-22	7370	Sunrise Boulevard	235			4
29	01-23	7372	01-22	7370	Olympic Drive		212		2

N

0′ 50′ 100′ 200′
SCALE

NOTES

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REV	DESCRIPTION	DRN	CHK	DATE
	FOR BIDDING	CGO	GIL	05/03/22

1-INCH VERIFY SCALE IF PLAN SHEET IS REDUCED

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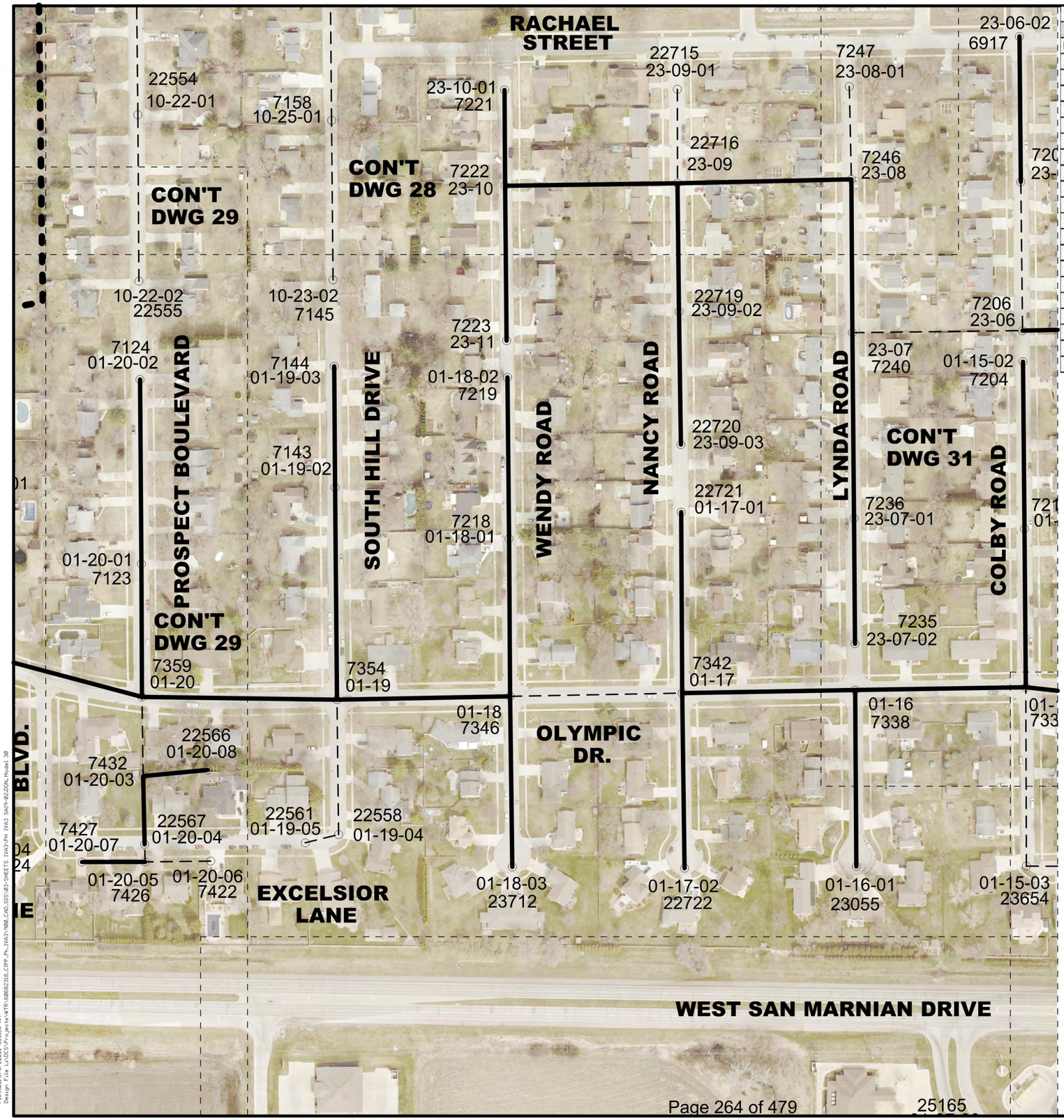
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FY 2023 CIP PIPELINING PHASE IVA3
CITY OF WATERLOO
CITY CONTRACT NO. 1063

SERVICE AREA NO. 19

DATE	MAY 2022
PROJECT NO	60682318
FILENAME	CIP PH IV3
SHEET NO	
DRAWING NO	29

Waterloo, Iowa
Plotted:5/3/2022, 9:34:59 AM
Design File Ltr\DES\Projects\WTR\60682318_CIPP_Ph_IVA3\900_CAD_GIS\03-SHEETS IVA3\PH IVA3 SA19-BZ.DGN, Model 29



CIPP						BID ITEM			
						1	2	3	4
DWG	MH	City MH	MH	City MH	Route	8"	10"	12"	Lat
30	01-16-01	23055	01-16	7338	Lynda Road	334			9
30	01-17	7342	01-16	7338	Olympic Drive		328		1
30	01-17-01	22721	01-17	7342	Nancy Road	343			5
30	01-17-02	22722	01-17	7342	Nancy Road	332			9
30	01-18-01	7218	01-18	7346	Wendy Road	299			6
30	01-18-02	7219	01-18-01	7218	Wendy Road	306			6
30	01-18-03	23712	01-18	7346	Wendy Road	323			9
30	01-19	7354	01-18	7346	Olympic Drive		328		1
30	01-19-02	7143	01-19	7354	South Hill Road	402			6
30	01-19-03	7144	01-19-02	7143	South Hill Road	230			6
30	01-20	7359	01-19	7354	Olympic Drive		370		2
30	23-07-01	7236	23-07	7240	Lynda Road	352			8
30	23-07-02	7235	23-07-01	7236	Lynda Road	237			6
30	23-08	7246	23-07	7240	Lynda Road	290			5
30	23-09	22716	23-08	7246	Nancy Rd / Lynda Rd	329			
30	23-09-02	22719	23-09	27716	Nancy Road	243			8
30	23-09-03	22720	23-09-02	22719	Nancy Road	252			7
30	23-10	7222	23-09	22716	Wendy Rd / Narcy Rd	327			
30	23-10-01	7221	23-10	7222	Wendy Road	182			6
30	23-11	7223	23-10	7222	Wendy Road	293			8

N

0′ 50′ 100′ 200′
SCALE

NOTES

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VERIFY SCALE IF PLAN SHEET IS REDUCED
1-INCH

REV	DESCRIPTION	DRN	CHK	DATE
	FOR BIDDING	CGO	GIL	05/03/22

DRN | DES | CHK | APP

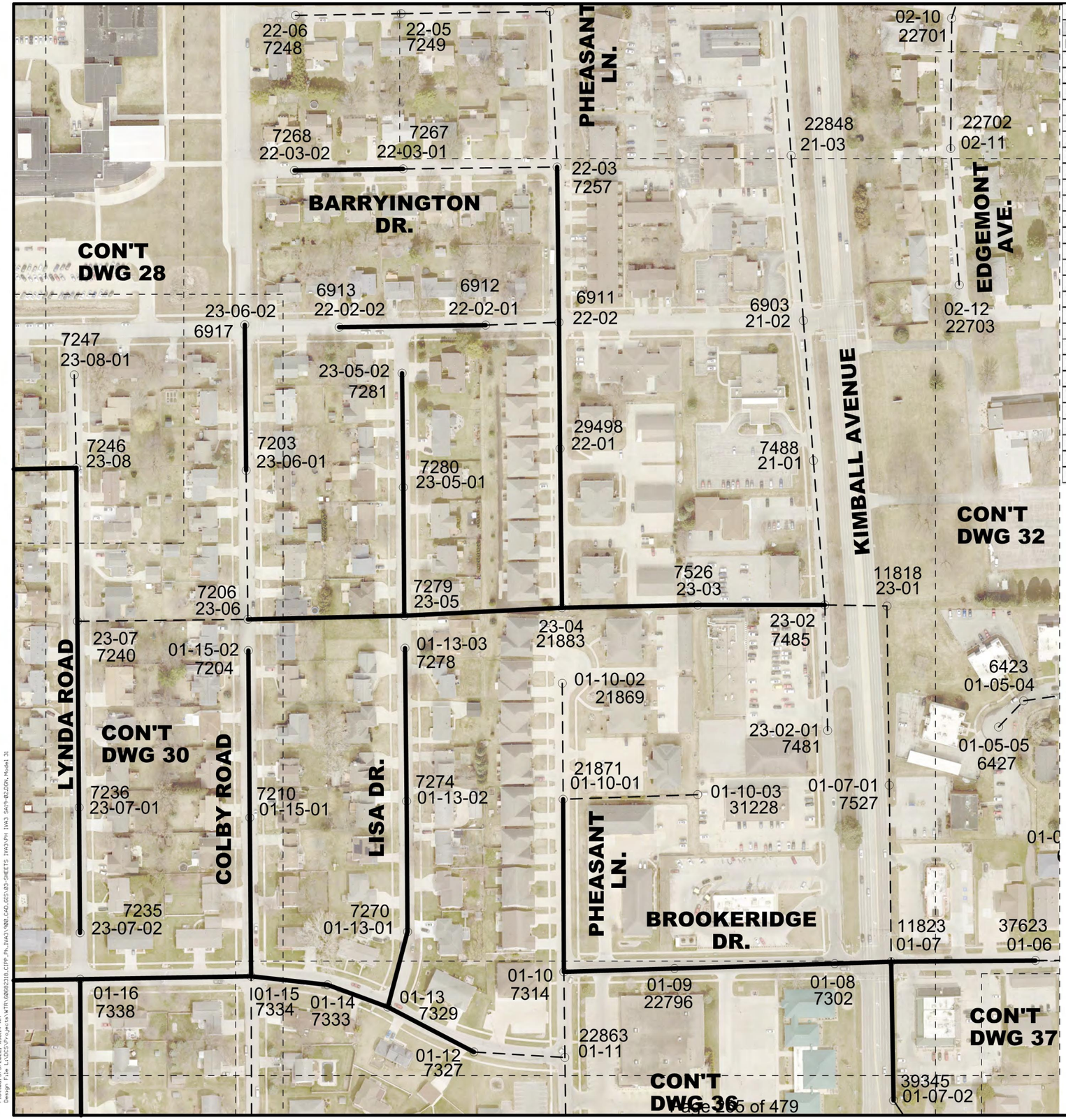
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FY 2023 CIP PIPELINING PHASE IVA3
CITY OF WATERLOO
CITY CONTRACT NO. 1063

SERVICE AREA NO. 19

DATE	MAY 2022
PROJECT NO	60682318
FILENAME	CIP PH IV3
SHEET NO	
DRAWING NO	30

Waterloo, Iowa
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Printed for: Nicholas Hall
Plotted: 5/3/2022, 9:35:53 AM
Design File L:\DCS\Projects\WTR\60682318_CIPP_Ph_IV3*ROD.CAD\GIS\03-SHEETS IV3\PH IV3 SHT-02.DGN, Model 30



CIPP						BID ITEM			
						1	2	3	4
DWG	MH	City MH	MH	City MH	Route	8"	10"	12"	Lat
31	01-07	11823	01-06	37623	Brookridge Drive			273	2
31	01-07-02	37882	01-07	11823	Kimball Avenue			263	2
31	01-08	7302	01-07	11823	Brookridge Drive			108	
31	01-09	22796	01-08	7302	Brookridge Drive			303	2
31	01-10	7314	01-09	22796	Brookridge Drive			210	2
31	01-10-01	21871	01-10	7314	Pheasant Lane	327			8
31	01-13	7329	01-12	7327	Olympic Drive		184		4
31	01-13-01	7270	01-13	7329	Lisa Drive	147			2
31	01-13-02	7274	01-13-01	7270	Lisa Drive	247			5
31	01-13-03	7278	01-13-02	7274	Lisa Drive	289			9
31	01-14	7333	01-13	7329	Olympic Drive		121		1
31	01-15	7334	01-14	7333	Olympic Drive		146		1
31	01-15-01	7210	01-15	7334	Colby Road	300			5
31	01-15-02	7204	01-15-01	7210	Colby Road	316			8
31	01-16	7338	01-15	7334	Olympic Drive		323		2
31	22-01	29498	23-04	21883	Pheasant Lane	301			9
31	22-02	6911	22-01	29498	Pheasant Lane	239			10
31	22-02-02	6913	22-02-01	6912	Rachael Street	277			3
31	22-03	7257	22-02	6911	Pheasant Lane	294			6
31	22-03-02	7268	22-03-01	7267	Barryington Drive	206			6
31	23-03	7526	23-02	7485	Pheasant Ln / Kimball Av		241		3
31	23-04	21883	23-03	7526	Pheasant Ln / Kimball Av		257		1
31	23-05	7279	23-04	21883	Lisa Dr / Pheasant Ln	299			1
31	23-05-01	7280	23-05	7279	Lisa Drive	243			6
31	23-05-02	7281	23-05-01	7280	Lisa Drive	216			5
31	23-06	7206	23-05	7279	Colby Rd / Lisa Dr	296			
31	23-06-02	6917	23-06-01	7203	Colby Road	275			5

NOTES

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N

0' 50' 100' 200'
SCALE

DRN | DES | CHK | APP

REV	DESCRIPTION	DRN	CHK	DATE
	FOR BIDDING	CGO	GIL	05/03/22

VERIFY SCALE IF PLAN SHEET IS REDUCED
1-INCH

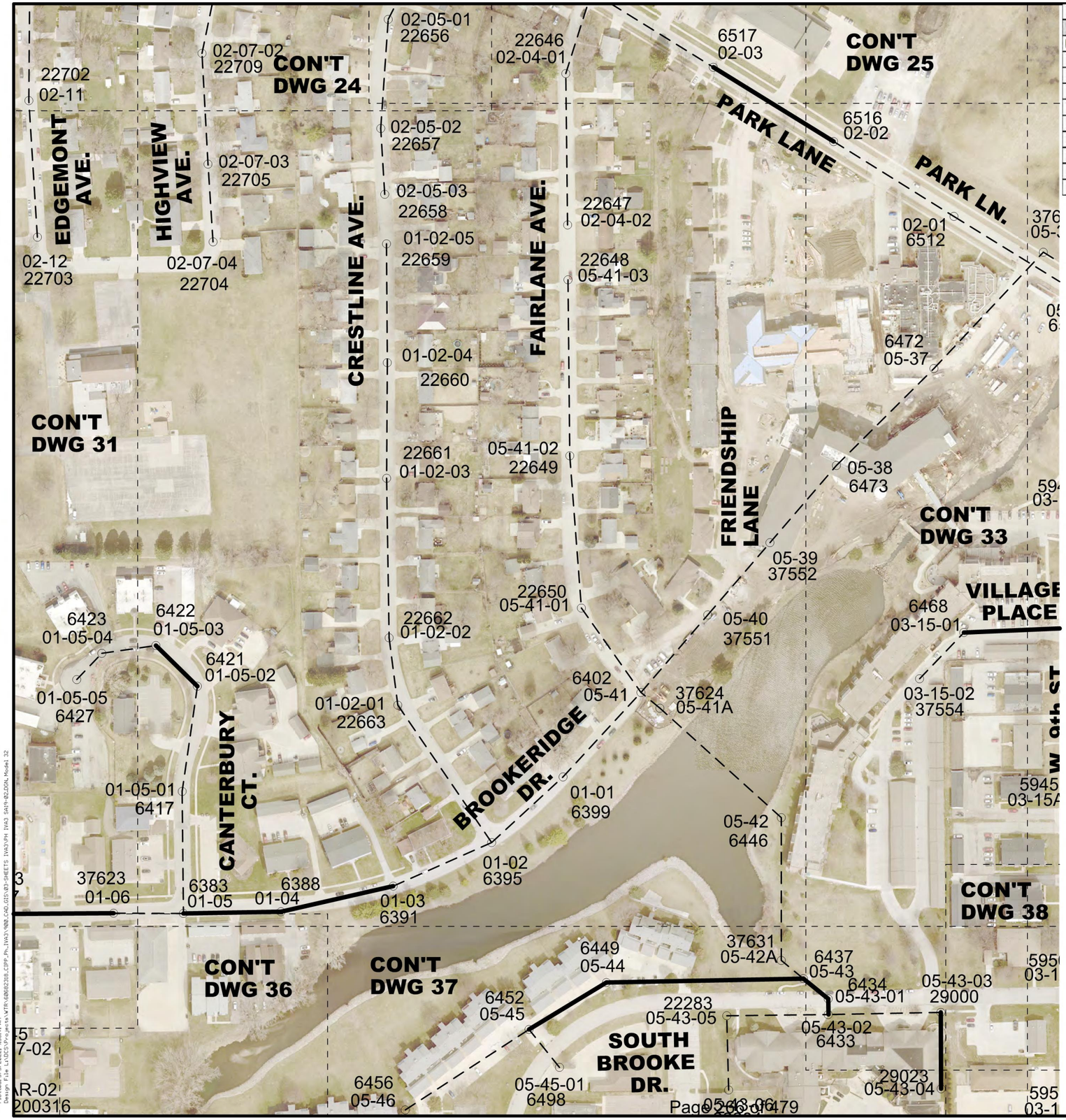
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FY 2023 CIP PIPELINING PHASE IVA3
CITY OF WATERLOO
CITY CONTRACT NO. 1063

SERVICE AREA NO. 19

DATE	MAY 2022
PROJECT NO	60682318
FILENAME	CIP PH IV3
SHEET NO	
DRAWING NO	31

Waterloo, Iowa
Plotted: 5/2/2022, 9:36:14 AM
Design File L:\DCS\Projects\WTR\60682318_CIPP_Ph_IVA3\900_CAD_GIS\03-SHEETS IVA3\PH IVA3 SA19-B2L0N, Model 31



CIPP						BID ITEM			
						1	2	3	4
DWG	MH	City MH	MH	City MH	Route	8"	10"	12"	Lat
32	01-04	6388	01-03	6391	Brookridge Drive			218	2
32	01-05	6383	01-04	6388	Brookridge Drive			185	2
32	01-05-03	6422	01-05-02	6421	Canterbury Court	110			3
32	02-03	6517	02-02	6516	Park Lane	267			1
32	05-43-01	6434	05-43	6437	Southbrook Drive	65			
32	05-43-02	6433	05-43-01	6434	Southbrook Drive	30			
32	05-43-04	29023	05-43-03	29000	Southbrook Drive	145			3
32	05-44	6449	05-43	6437	Southbrook Drive	373			4
32	05-45	6452	05-44	6449	Southbrook Drive	172			4

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1-INCH — VERIFY SCALE IF PLAN SHEET IS REDUCED

REV	DESCRIPTION	DRN	CHK	DATE
	FOR BIDDING	CGO	GIL	05/03/22

DRN | DES | CHK | APP

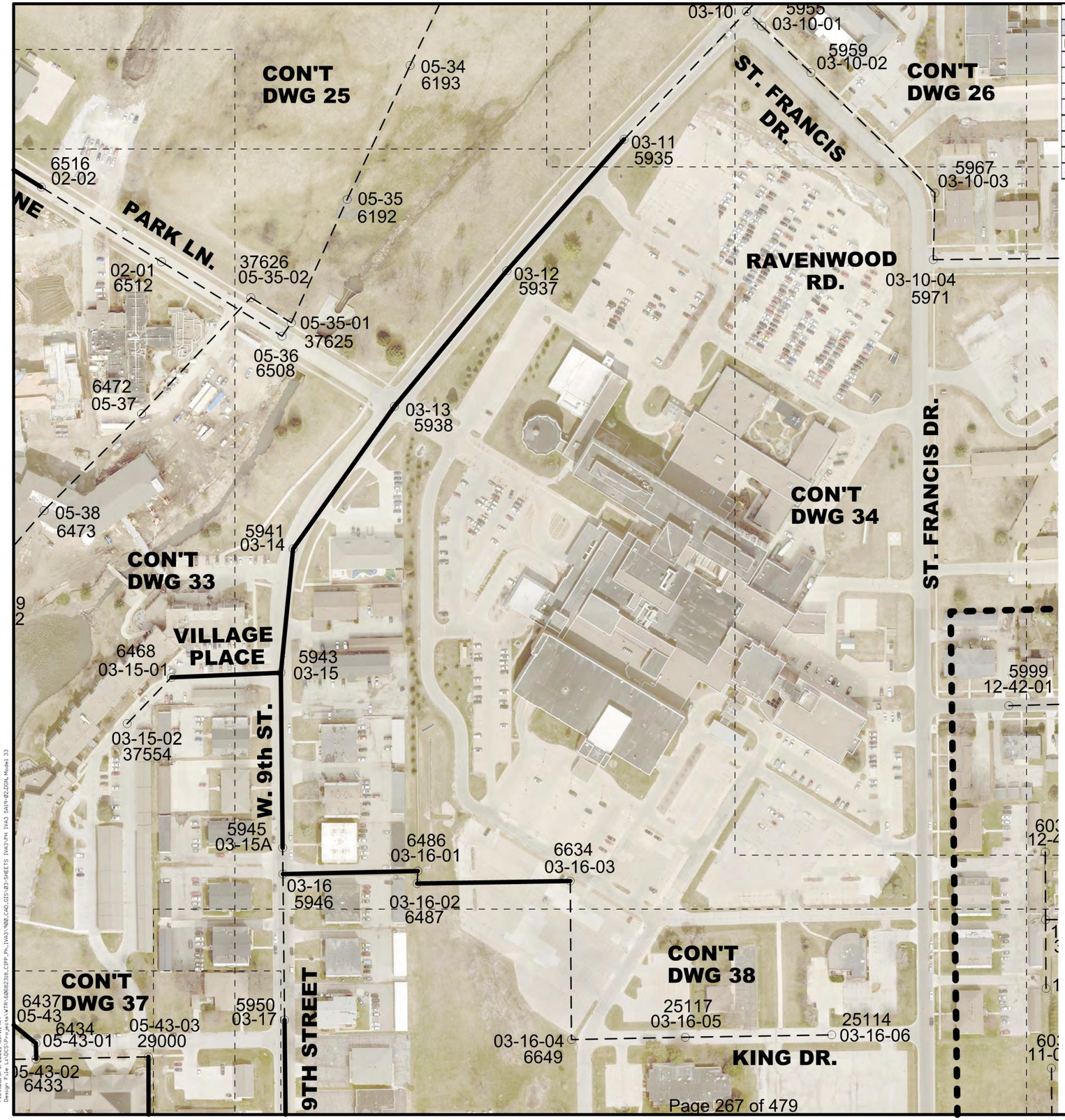
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FY 2023 CIP PIPELINING PHASE IVA3
CITY OF WATERLOO
CITY CONTRACT NO. 1063

SERVICE AREA NO. 19

DATE	MAY 2022
PROJECT NO	60682318
FILENAME	CIP PH IV3
SHEET NO	
DRAWING NO	32

Waterloo, Iowa
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Printed for: Jason Gillespie, V81
Plotted:5/3/2022, 9:36:41 AM
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CIPP						BID ITEM			
						1	2	3	4
DWG	MH	City MH	MH	City MH	Route	8"	10"	12"	Lat
33	03-12	5937	03-11	5935	W. 9th Street		334		1
33	03-13	5938	03-12	5937	W. 9th Street		334		1
33	03-14	5941	03-13	5938	W. 9th Street		331		1
33	03-15	5943	03-14	5941	W. 9th Street		236		3
33	03-15-01	6468	03-15	5943	Village Place	207			4
33	03-15A	5945	03-15	5943	W. 9th Street		331		6
33	03-16-01	6468	03-16	5946	W. 9th Street	255			
33	03-16-03	6634	03-16-02	6487	W. 9th Street	290			

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	FOR BIDDING	CGO	GIL	05/03/22

1-INCH VERIFY SCALE IF PLAN SHEET IS REDUCED

DRN DES CHK APP

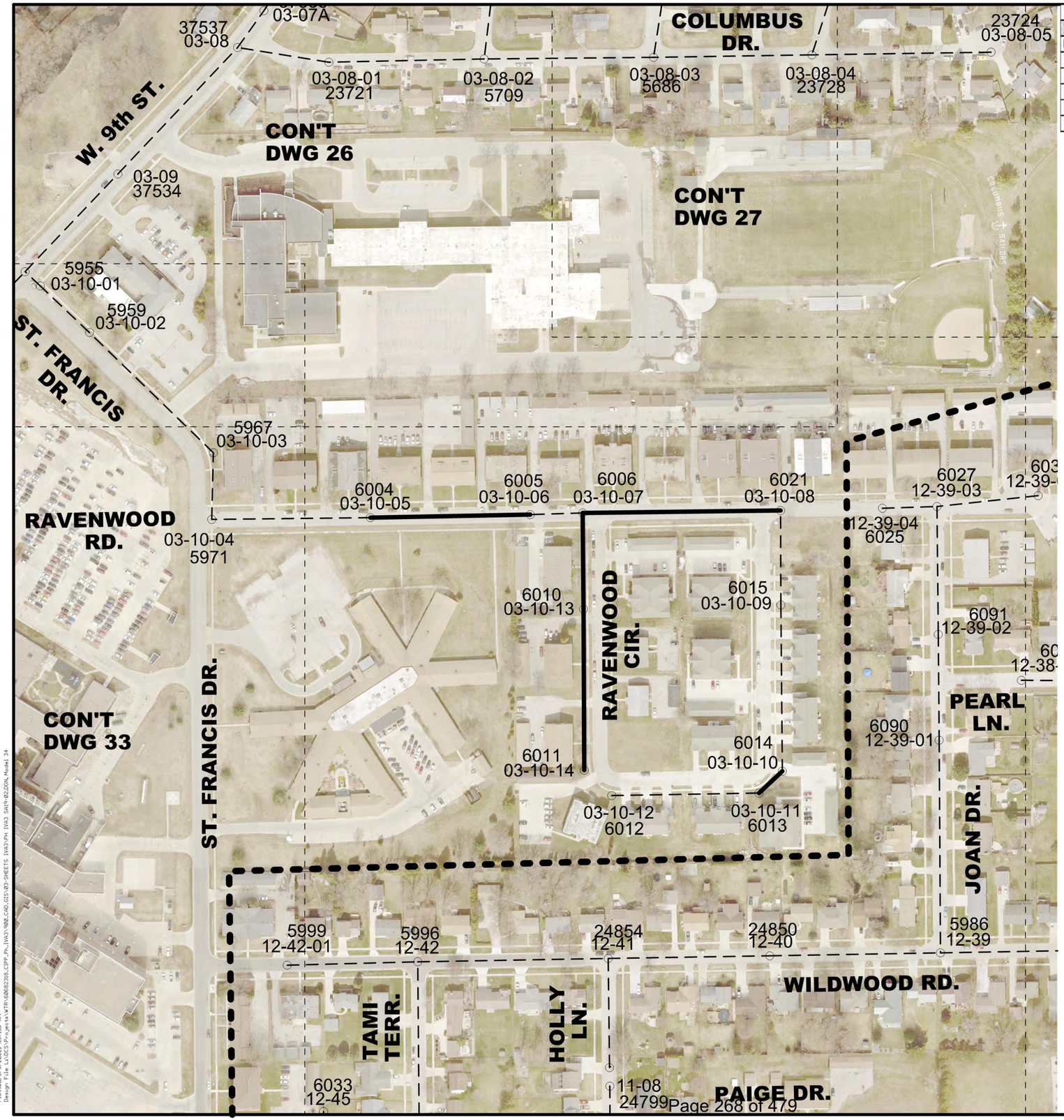
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FY 2023 CIP PIPELINING PHASE IVA3
CITY OF WATERLOO
CITY CONTRACT NO. 1063

SERVICE AREA NO. 19

DATE	MAY 2022
PROJECT NO	60682318
FILENAME	CIP PH IV3
SHEET NO	
DRAWING NO	33

Waterloo, Iowa
Plotted By: Wesley.Kiser@aecom.com
Plotted: 5/3/2022, 9:37:01 AM
Design File L:\DES\Projects\WTR\60682318_CIPP_Ph_IVA3\900_CAD_GIS\03-SHEETS_IVA3\PH IVA3 SA19-BZ&SN_Model 33



CIPP						BID ITEM			
						1	2	3	4
DWG	MH	City MH	MH	City MH	Route	8"	10"	12"	Lat
34	03-10-06	6005	03-10-05	6004	Ravenwood Drive	303			3
34	03-10-08	6021	03-10-07	6006	Ravenwood Drive	375			4
34	03-10-11	6013	03-10-10	6014	Ravenwood Circle	61			1
34	03-10-13	6010	03-10-07	6006	Ravenwood Circle	183			2
34	03-10-14	6011	03-10-13	6010	Ravenwood Circle	305			4

N

0' 50' 100' 200'
SCALE

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REV	DESCRIPTION	DRN	CHK	DATE
	FOR BIDDING	CGO	GIL	05/03/22

VERIFY SCALE IF PLAN SHEET IS REDUCED
1-INCH

DRN | DES | CHK | APP

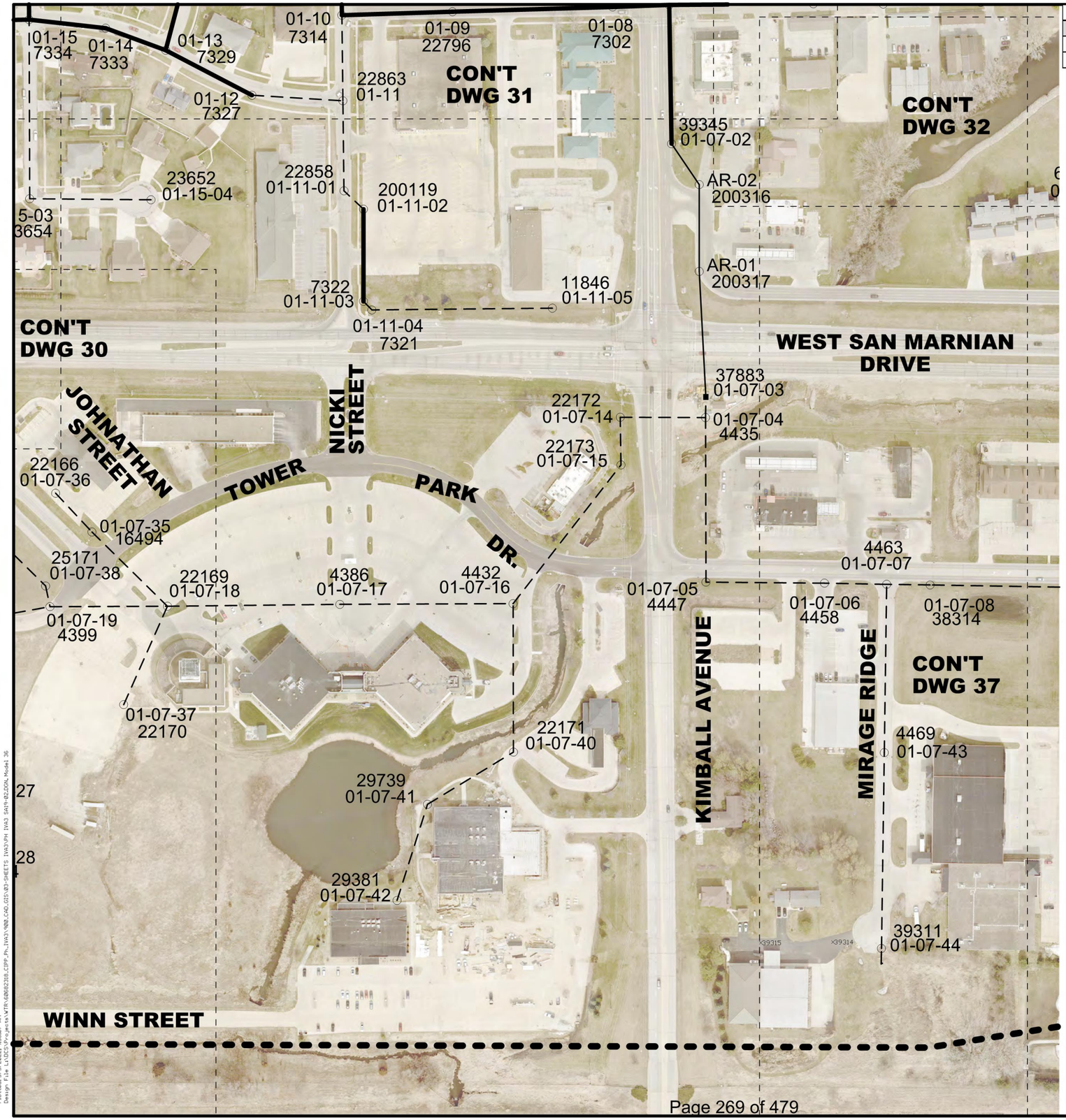
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FY 2023 CIP PIPELINING PHASE IVA3
CITY OF WATERLOO
CITY CONTRACT NO. 1063

SERVICE AREA NO. 19

DATE	MAY 2022
PROJECT NO	60682318
FILENAME	CIP PH IV3
SHEET NO	
DRAWING NO	34

Waterloo, Iowa
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Plotted By: Wesley Kiesel 981
Plotted 5/3/2022, %37:38 AM
Design File L:\GIS\Projects\WTR\60682318_CIPP_Ph_IVA3\900_CAD_GIS\03-SHEETS IVA3\PH IVA3 SA19-BZ.DGN, Model 34



CIPP						BID ITEM			
						1	2	3	4
DWG	MH	City MH	MH	City MH	Route	8"	10"	12"	Lat
36	01-11-03	7322	01-11-02	200119	Pheasant Lane			175	1

0′ 50′ 100′ 200′
SCALE

NOTES

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1-INCH

REV	DESCRIPTION	DRN	CHK	DATE
	FOR BIDDING	CGO	GIL	05/03/22

DRN | DES | CHK | APP

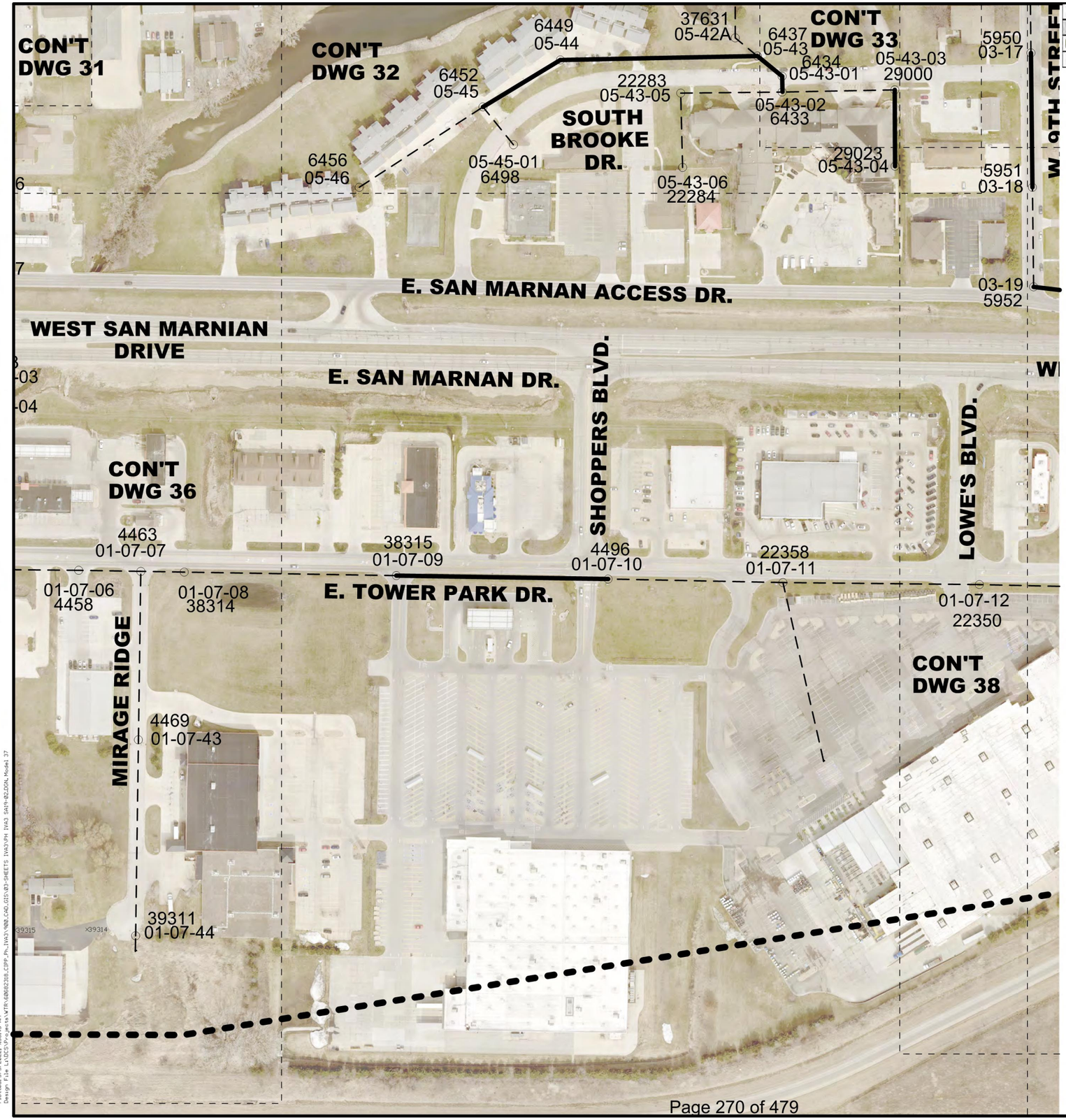
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FY 2023 CIP PIPELINING PHASE IVA3
CITY OF WATERLOO
CITY CONTRACT NO. 1063

SERVICE AREA NO. 19

DATE MAY 2022
PROJECT NO 60682318
FILENAME CIP PH IV3
SHEET NO
DRAWING NO 36

Waterloo, Iowa
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Printed by: Wesley.Hoffman
Plotted: 5/2/2022, 9:38:07 AM
Design File L:\DCE\Projects\WTR\60682318_CIP_Ph_IVA3\900_CAD_GIS\03-SHEETS IVA3\PH IVA3 SA19-BLDGN, Model 36



CIPP						BID ITEM			
						1	2	3	4
DWG	MH	City MH	MH	City MH	Route	8"	10"	12"	Lat
37	01-07-10	4496	01-07-09	38315	E. Tower Park Drive	400			3

N

0' 50' 100' 200'
SCALE

NOTES

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1-INCH — VERIFY SCALE IF PLAN SHEET IS REDUCED

REV	DESCRIPTION	DRN	CHK	DATE
	FOR BIDDING	CGO	GIL	05/03/22

DRN DES CHK APP

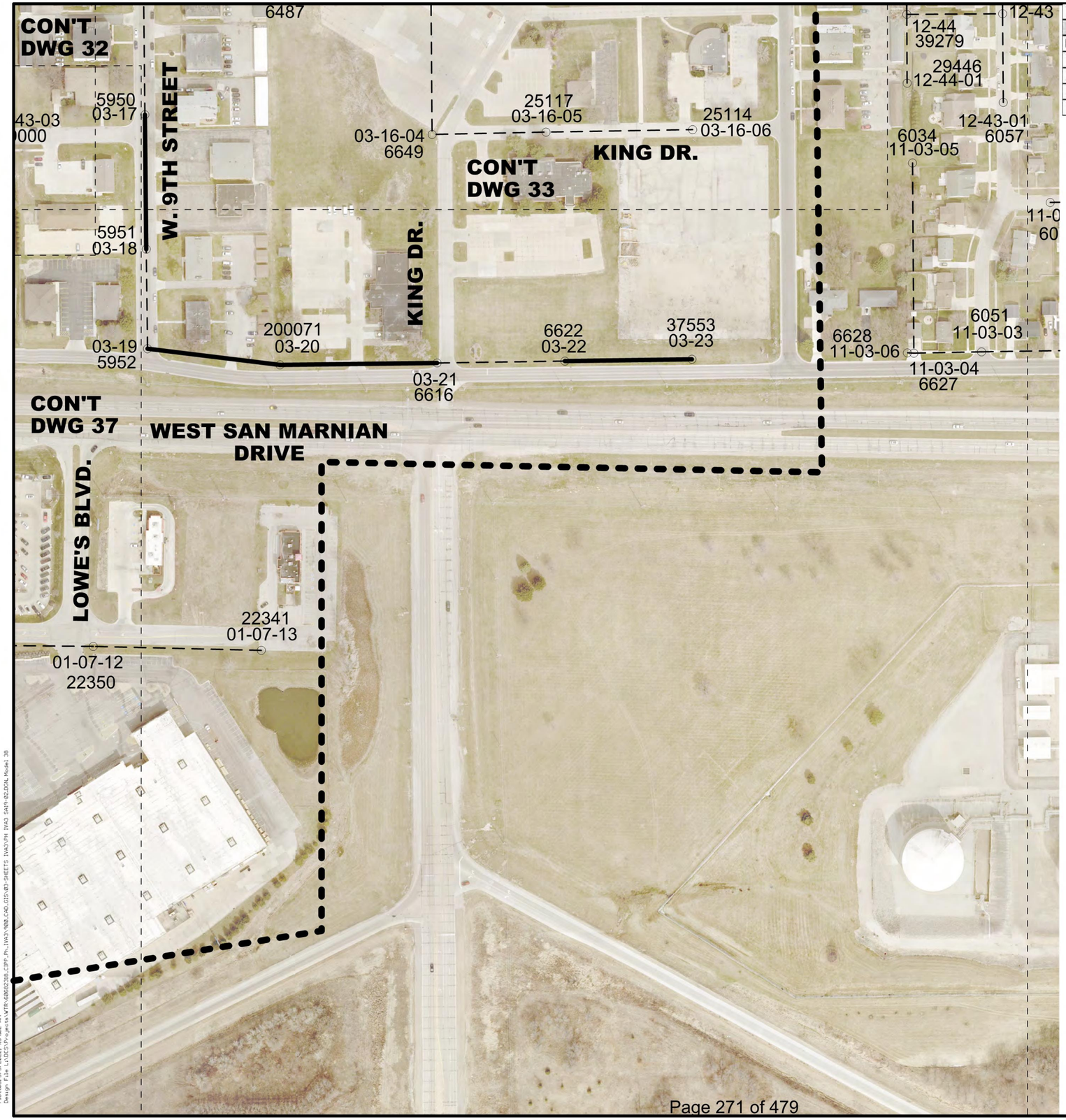
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FY 2023 CIP PIPELINING PHASE IVA3
CITY OF WATERLOO
CITY CONTRACT NO. 1063

SERVICE AREA NO. 19

DATE	MAY 2022
PROJECT NO	60682318
FILENAME	CIP PH IV3
SHEET NO	
DRAWING NO	37

Waterloo, Iowa
Plotted: 5/3/2022, 9:38:43 AM
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CIPP						BID ITEM			
						1	2	3	4
DWG	MH	City MH	MH	City MH	Route	8"	10"	12"	Lat
38	03-18	5951	03-17	5950	W. 9th Street		254		6
38	03-20	200071	03-19	5952	E. San Marnan Access Dr.	252			1
38	03-21	6616	03-20	200071	E. San Marnan Access Dr.	297			3
38	03-23	37553	03-22	6622	E. San Marnan Access Dr.	240			

N

0' 50' 100' 200'
SCALE

NOTES

1. LATERAL QUANTITIES ARE BASED ON SEGMENT HOUSE COUNT TAKEN FROM AERIAL. THESE QUANTITIES SHALL BE CONSIDERED APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY THE QUANTITY TO ENSURE ALL ACTIVE LATERALS ARE REINSTATED AND GROUTED.
2. CONTRACTOR SHALL CONTACT THE ENGINEER PRIOR TO ANY OUT OF SCOPE MAIN LINE CLEANING OR ROOT REMOVAL. ANY EXTRA CLEANING OR ROOT REMOVAL UNDERTAKEN BY CONTRACTOR PRIOR TO BEING GRANTED PERMISSION BY THE OWNER IS AT THE CONTRACTORS RISK. IN THESE CASES, THE CONTRACTOR SHALL STOP WORK ON THAT SEGMENT TO ALLOW THE ENGINEER AND OWNER TO REVIEW THE SITUATION AND DETERMINE THE BEST WAY FORWARD.
3. THE CONTRACTOR SHALL DOCUMENT ANY SIGNIFICANT DAMAGE TO THE MAIN LINE ON THE SEGMENT LOG. CONTACT THE ENGINEER IF THE MAIN LINE PIPE IS TOO DAMAGED TO LINE. THE CONTRACTOR SHALL PROVIDE THE OWNER A SNAP SHOT PICTURE OF THE DAMAGE FROM THE PRE- VIDEO FOOTAGE.
4. THE CONTRACTOR SHALL CONTACT THE ENGINEER REGARDING ANY EXISTING DAMAGE TO LATERALS DISCOVERED DURING THE CLEANING AND PRE- VIDEO ACTIVITIES THAT WOULD PREVENT LINING OR GROUTING WORK.
5. THE CONTRACTOR SHALL DOCUMENT AND VERIFY WITH THE ENGINEER ALL PRESUMED ABANDONED LATERALS. THE SEGMENT SHALL NOT BE LINED UNTIL THE ABANDONMENT IS VERIFIED.

1-INCH — VERIFY SCALE IF PLAN SHEET IS REDUCED

REV	DESCRIPTION	DRN	CHK	DATE
	FOR BIDDING	CGO	GIL	05/03/22

DRN | DES | CHK | APP

AECOM
501 Sycamore Street, Suite 222
Waterloo, Iowa 50703-1497
T 319.232.6531 F 319.232.0271
WWW.AECOM.COM

FY 2023 CIP PIPELINING PHASE IVA3
CITY OF WATERLOO
CITY CONTRACT NO. 1063

SERVICE AREA NO. 19

DATE	MAY 2022
PROJECT NO	60682318
FILENAME	CIP PH IV3
SHEET NO	
DRAWING NO	38

Waterloo, Iowa
Printed for: Nicholas Kelly
Plotted: 5/3/2022, 9:39:02 AM
Design File L:\DCS\Projects\WTR\60682318_CIPP_PH_IV3\400_CAD_GIS\03-SHEETS IVA3\PH IVA3 SHT-02.DGN, Model 38

CIPP						BID ITEM			
						101			
DWG	MH	City MH	MH	City MH	Route	36"			
					ALT NO. 1				
ALT1	21-06	14566	21-05	13721	FALLS AVENUE	448			

BECK AVENUE
VAUGHN STREET
DURYEA STREET
HIGHWAY 218
FALLS AVENUE
BLACK HAWK ROAD
UNIVERSITY AVENUE
UNIVERSITY AVE.
PREVIOUS 8-IN BY-PASS LAYOUT USED IN 2022
FLAP GATE E
GATEWELL J1-B
19992 17-04B
19997 17-04A
17-06 19984
17-05 19991
17-04 19998
17-03-01 20042
20005 17-03
20011 15-03-01
20032 17-02
20036 17-01
14582 0-02-04
14567 20-01-01
14580 20-02-03
20-02 14578
21-07 14562
21-06 14566
21-05 13721
21-04 14756
21-03 14821
200383 08-16
200384 08-15
200385 08-14
22-08-09 200392
22-08-10 200393
14820 21-02
22-08-08 200391
200386 08-13
200387 08-12
22-08-07 200390
22-08-06 200389
200388 22-08-05
200381 08-08-03
22-08-04 200382
08-08-04 200374
08-08-02 200375
14818 09-06
09-02 200372
09-01 200373
09-01-0 200377
08-21 20349
30511 22-08-03
2003 08-08
22-15 20370
22-14 20371
22-13 20372
22-12 20373
35923 22-11
35917 22-10
21-01A 14837
21-01 14838
13-01 14757
21-01B 14567
14836 08-09A
08-11-03 16940
09-07 14834
08-11-04 14822
14859 13-02
14858
14816 13-04
16936 13-05
N
0′ 50′ 100′ 200′
SCALE

NOTES

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1-INCH — VERIFY SCALE IF PLAN SHEET IS REDUCED

REV	DESCRIPTION	DRN	CHK	DATE
	FOR BIDDING	CGO	GIL	05/03/22

DRN | DES | CHK | APP

AECOM
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Waterloo, Iowa 50704-1497
T 319.232.6531 F 319.232.0271
WWW.AECOM.COM

FY 2023 CIP PIPELINING PHASE IVA3
CITY OF WATERLOO
CITY CONTRACT NO. 1063

BID ALTERNATE NO. 1
SERVICE AREA NO. 16

DATE	MAY 2022
PROJECT NO	60682318
FILENAME	CIP PH IVA3
SHEET NO	
DRAWING NO	ALT NO. 1

Waterloo, Iowa
Printed by: ...\tables\pen\BSC_Pen.tbl
Plotted 5/2/2022 10:31:28 AM
Design File La\DES\Projects\WTR\60682318_CIPP_Ph_IVA3\900_CAD_GIS\03-SHEETS IVA3\PH IVA3 SHTS-03 ALTS.DGN, Model ALT01

Engineers Probable Cost of Construction
Phase IVA3 SA 19
City of Waterloo
City Contract No. 1063
AECOM Proj. No. 60682318
Thursday, April 14, 2022

AECOM

				Engineers Estimate Average	
Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
	BASE BID				
1	8" Diameter CIP Pipe Lining	LF	16,824.0	$ 23.00	$ 386,952.00
2	10" Diameter CIP Pipe Lining	LF	5,084.0	$ 28.00	$ 142,352.00
3	12" Diameter CIP Pipe Lining	LF	1,735.0	$ 33.00	$ 57,255.00
4	Lateral Reinstatement	EA	333.0	$ 80.50	$ 26,806.50
5	3-FT Lateral Grouting	EA	333.0	$ 391.00	$ 130,203.00
6	Pipe Televising - 8"	LF	33,648.0	$ 0.86	$ 29,021.40
7	Pipe Televising - 10"	LF	10,168.0	$ 0.86	$ 8,769.90
8	Pipe Televising - 12"	LF	3,470.0	$ 0.86	$ 2,992.88
9	Type A Pipe Cleaning - 8"	LF	16,824.0	$ 1.27	$ 21,282.36
10	Type A Pipe Cleaning - 10"	LF	5,084.0	$ 1.27	$ 6,431.26
11	Type A Pipe Cleaning - 12"	LF	1,735.0	$ 1.61	$ 2,793.35
12	Type C Root Removal - 8"-10"	LF	10,954.0	$ 1.73	$ 18,895.65
13	Type C Root Removal - 12"-15"	LF	867.0	$ 2.01	$ 1,744.84
14	Type D Lumberjack - 8"-10"	LF	10,954.0	$ 3.45	$ 37,791.30
15	Type D Lumberjack - 12"-15"	LF	867.0	$ 4.60	$ 3,988.20
16	Protruding Taps Removal	EA	50.0	$ 230.00	$ 11,500.00
	BASE BID TOTAL				**$ 888,779.63**

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
	BID ALTERNATE NO. 1				
101	36" PATCHING OR GROUTING	LS	1.0	$ 50,000.00	$ 50,000.00
	BID ALTERNATE NO. 1 TOTAL				**$ 50,000.00**
	PROJECT TOTAL				**$ 938,779.63**

CITY OF WATERLOO

Council Communication

Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as June 2, 2022 and date of public hearing as June 6, 2022, in conjunction with the FY 2022 Sidewalk and Trail Repair Program - Zone 2, Contract No. 1061, and instruct the City Clerk to publish notice.

City Council Meeting: 5/16/2022
Prepared: 5/4/2022

SUBJECT:	Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as June 2, 2022 and date of public hearing as June 6, 2022, in conjunction with the FY 2022 Sidewalk and Trail Repair Program - Zone 2, Contract No. 1061, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Oumie Ceesay, Associate Engineer
Summary Statement:	Plans prepared by the City Engineer's Office.
Implementation, Accountability, and Communication:	GO Bonds
Expenditure Required/Source of Funds:	TBD

CITY OF WATERLOO

Council Communication

Resolution approving Completion of Project and Acceptance of Work for work performed by Boomerang Corporation, of Anamosa, Iowa, for a total amount of $4,176,861.94, and release of retainage in the amount of $208,843.09, in conjunction with the Dry Run Creek Interceptor Project, Contract No. 877.

City Council Meeting: 5/16/2022
Prepared: 5/9/2022

ATTACHMENTS:

Description	Type
Cover Memo	Cover Memo
AECOM Memo	Backup Material
Maintenance Bond	Backup Material

SUBJECT:	Resolution approving Completion of Project and Acceptance of Work for work performed by Boomerang Corporation, of Anamosa, Iowa, for a total amount of $4,176,861.94, and release of retainage in the amount of $208,843.09, in conjunction with the Dry Run Creek Interceptor Project, Contract No. 877.
Submitted by:	Submitted By: Matt Hosford, Collection Systems Supervisor
Recommended Action:	Approve payment of retainage to Boomerang Corporation, of Anamosa, IA
Expenditure Required/Source of Funds:	$208,843.09 Sewer funds

CITY OF WATERLOO, IOWA

WASTE MANAGEMENT SERVICES DEPARTMENT

3505 Easton Ave. • Waterloo, IA 50703 • Phone (319) 291-4553

Date: May 9, 2022

To: Waterloo Mayor and City Council

From: Matthew Hosford, P.E., Waste Management Services

Re: Resolution approving Completion of Project, Acceptance of Work, and Release of Retainage for the Dry Run Creek Interceptor Project (Contract No. 877)

Background Discussion

The Dry Run Creek Interceptor Project was awarded to Boomerang Corporation of Anamosa, Iowa in December of 2019. The original contract amount was $4,267,662.00. The work has been completed in accordance with the contract plans and specifications and the maintenance bond received. The project is ready for final acceptance and the release of retainage in the amount of $208,843.09 to the contractor. The final contract price amount was $4,176,861.94.

Recommended Action

It is recommended that City Council support the resolution approving the Completion of Project, Acceptance of Work, and Release of Retainage in the amount of $208,843.09, in conjunction with the Dry Run Creek Interceptor Project, Contract No. 877.

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

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

April 06, 2022

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

Subject: **Dry Run Creek Interceptor**
City of Waterloo, Iowa
City Contract No. 877
AECOM #60507076

Dear Mr. Bennett:

Attached is Pay Estimate No. 19 submitted by Boomerang, Corp., for the Dry Run Creek Interceptor project. This Pay Estimate covers the work completed from October 19, 2021 through March 30, 2022. Also attached is Change Order #04 (Final Quantity Adjustment).

AECOM has reviewed this pay estimate. We recommend the City of Waterloo pay Boomerang Corp., for Pay Estimate No. 19 in the amount of $3,135.00, including work completed to date.

The construction work for this project is now complete. The Contractor still needs to provide a Maintenance Bond. The final pay estimate to release retainage in the amount of $208,843.09 (attached) can be paid to Boomerang, Corp., per the requirements of the contract after the Maintenance Bond has been received.

The original contract was for $4,267,662.00. With adjustments in quantities in the field and change orders the final contract total was $4,176,861.94. The project has a net deduction of ($90,900.06).

Please let us know if you have any questions.

Yours sincerely,

Ross A. Hillsman, PE

Attachment: As Noted

Z:\Waterloo-USWAT1\Legacy\Projects\60507076\600_Construction_Support\660_Pay Applications\2022.04._DRC_PA19Final_Memo_Boomerang.docx

DRY RUN CREEK INTERCEPTOR
CITY OF WATERLOO
CITY CONTRACT NO. 877
WATERLOO, IOWA

Period Ending: March 30, 2022
Release Retainage
Contractor: Boomerang, Corp.

Item	Description	Units	Unit Price	Original Contract Quantity	Original Contract $ Amount	Completed Quantity	Completed Cost	% Of Item Complete
1	Mobilization	LS	$ 250,000.00	1.00	$ 250,000.00	1.00	$ 250,000.00	100.0%
2	Traffic Control	LS	$ 5,000.00	1.00	$ 5,000.00	1.00	$ 5,000.00	100.0%
3	Clearing and Grubbing	LS	$ 15,000.00	1.00	$ 15,000.00	1.00	$ 15,000.00	100.0%
4	Existing Pump Vault, Valve Vault and Equalization Tank Removal	LS	$ 15,000.00	1.00	$ 15,000.00	1.00	$ 15,000.00	100.0%
5	Import Fill for Lift Station Site	CY	$ 25.00	254.80	$ 6,370.00	198.00	$ 4,950.00	100.0%
6	Import Fill for Trench Removals	CY	$ 5.00	5,800.00	$ 29,000.00	405.00	$ 2,025.00	100.0%
7	Lift Station Wet Well and Valve Vault	LS	$ 400,000.00	1.00	$ 400,000.00	1.00	$ 400,000.00	100.0%
8	Electrical Equipment Building	LS	$ 500,000.00	1.00	$ 500,000.00	1.00	$ 500,000.00	100.0%
9	Site Electrical	LS	$ 28,000.00	1.00	$ 28,000.00	1.00	$ 28,000.00	100.0%
10	Stand-By Generator	LS	$ 85,000.00	1.00	$ 85,000.00	1.00	$ 85,000.00	100.0%
11	Metering Manhole	LS	$ 15,000.00	1.00	$ 15,000.00	1.00	$ 15,000.00	100.0%
12	Air Release Manhole	LS	$ 33,000.00	1.00	$ 33,000.00	1.00	$ 33,000.00	100.0%
13	Retaining Wall	LS	$ 50,000.00	1.00	$ 50,000.00	1.00	$ 50,000.00	100.0%
14	Unclassified Material (Removal of Rippable Rock)	CY	$ 10.00	2,500.00	$ 25,000.00	1,680.00	$ 16,800.00	100.0%
15	Foundation Rock	TON	$ 50.00	82.00	$ 4,100.00	82.00	$ 4,100.00	100.0%
16	Trench Compaction Testing	LS	$ 8,000.00	1.00	$ 8,000.00	1.00	$ 8,000.00	100.0%
17	Abandon and Plug 8-Inch Sanitary Sewer	LF	$ 10.00	215.00	$ 2,150.00	215.00	$ 2,150.00	100.0%
18	Sanitary Sewer Force Main Testing	LS	$ 5,000.00	1.00	$ 5,000.00	1.00	$ 5,000.00	100.0%
19	Cleaning, Inspection and Testing of Sanitary Sewer Gravity Mains	LS	$ 20,000.00	1.00	$ 20,000.00	1.00	$ 20,000.00	100.0%
20	24-Inch Sanitary Sewer Gravity Main - Open Cut	LF	$ 70.00	5,178.70	$ 362,509.00	5,210.00	$ 364,700.00	100.0%
21	24-Inch Sanitary Sewer Gravity Main - Directional Drilling	LF	$ 1,400.00	754.90	$ 1,056,860.00	-	$ -	100.0%
22	20-Inch Sanitary Sewer Gravity Main Ductile Iron - Open Cut	LF	$ 200.00	92.00	$ 18,400.00	49.50	$ 9,900.00	100.0%
23	18-Inch Sanitary Sewer Gravity Main - Open Cut	LF	$ 55.00	2,399.20	$ 131,956.00	2,406.60	$ 132,363.00	100.0%
24	12-Inch Sanitary Sewer Force Main - Directional Drilling	LF	$ 100.00	524.00	$ 52,400.00	524.00	$ 52,400.00	100.0%
25	12-Inch Sanitary Sewer Force Main - Open Cut	LF	$ 35.00	1,958.00	$ 68,530.00	1,910.00	$ 66,850.00	100.0%
26	8-Inch Sanitary Sewer Gravity Main - Open Cut	LF	$ 75.00	43.00	$ 3,225.00	22.00	$ 1,650.00	100.0%
27	6-Inch Sanitary Sewer Gravity Main Ductile Iron - Open Cut	LF	$ 150.00	15.00	$ 2,250.00	15.00	$ 2,250.00	100.0%
28	30-Inch Steel Casing, With 18-Inch Sanitary Sewer Gravity Main	LF	$ 470.00	235.00	$ 110,450.00	235.00	$ 110,450.00	100.0%
29	24-Inch Steel Casing, With 12-Inch Sanitary Sewer Force Main	LF	$ 350.00	196.00	$ 68,600.00	-	$ -	100.0%
30	Force Main Fittings	LBS	$ 10.00	655.00	$ 6,550.00	622.30	$ 6,223.00	100.0%
31	48-Inch Manhole Replacement	EA	$ 6,000.00	2.00	$ 12,000.00	2.00	$ 12,000.00	100.0%
32	72-Inch Manhole Replacement	EA	$ 16,000.00	1.00	$ 16,000.00	1.00	$ 16,000.00	100.0%
33	48-Inch Manhole	EA	$ 5,000.00	28.00	$ 140,000.00	27.00	$ 135,000.00	100.0%
34	24-Inch Circular Area Intake - SW-512, With SW-604, Type 3B	EA	$ 1,700.00	1.00	$ 1,700.00	1.00	$ 1,700.00	100.0%
35	Connection to Existing Sanitary Manhole	EA	$ 1,300.00	4.00	$ 5,200.00	4.00	$ 5,200.00	100.0%
36	8-Inch Drop Connection	EA	$ 2,000.00	1.00	$ 2,000.00	1.00	$ 2,000.00	100.0%
37	24-Inch RCP Storm Sewer	LF	$ 100.00	20.00	$ 2,000.00	44.00	$ 4,400.00	100.0%
38	24-Inch RCP Apron	EA	$ 1,200.00	1.00	$ 1,200.00	1.00	$ 1,200.00	100.0%
39	18-Inch RCP Storm Sewer	LF	$ 95.00	20.00	$ 1,900.00	23.00	$ 2,185.00	100.0%
40	18-Inch RCP Apron	EA	$ 1,100.00	2.00	$ 2,200.00	1.00	$ 1,100.00	100.0%
41	12-Inch RCP Storm Sewer	LF	$ 90.00	32.00	$ 2,880.00	16.00	$ 1,440.00	100.0%
42	12-Inch RCP Apron	EA	$ 1,000.00	1.00	$ 1,000.00	2.00	$ 2,000.00	100.0%
43	Drain Tile Replacement	LF	$ 16.00	80.00	$ 1,280.00	235.00	$ 3,760.00	100.0%
44	6-Inch PCC Pavement	SY	$ 70.00	477.00	$ 33,390.00	405.00	$ 28,350.00	100.0%
45	8-Inch PCC Pavement	SY	$ 80.00	130.00	$ 10,400.00	99.00	$ 7,920.00	100.0%
46	8-Inch HMA Pavement	SY	$ 120.00	71.00	$ 8,520.00	256.96	$ 30,835.20	100.0%
47	Gravel Surfacing	SY	$ 12.00	198.00	$ 2,376.00	553.00	$ 6,636.00	100.0%
48	Crushed Stone - Class "A"	SY	$ 11.00	477.00	$ 5,247.00	791.00	$ 8,701.00	100.0%
49	Pavement Removal	SY	$ 19.00	201.00	$ 3,819.00	308.50	$ 5,861.50	100.0%
50	Seeding, Fertilizing and Mulching for Hydraulic Seeding - Type 1 Seed Mix	AC	$ 3,700.00	6.10	$ 22,570.00	11.68	$ 43,216.00	100.0%
51	Seeding, Fertilizing and Mulching for Hydraulic Seeding - Type 2 Seed Mix	AC	$ 3,400.00	5.70	$ 19,380.00	6.50	$ 22,100.00	100.0%
52	Seeding, Fertilizing and Mulching for Hydraulic Seeding - Type 4 Seed Mix	AC	$ 3,000.00	6.10	$ 18,300.00	7.16	$ 21,480.00	100.0%
53	Seeding, Fertilizing and Mulching for Hydraulic Seeding - Type 5 Seed Mix	AC	$ 2,900.00	5.70	$ 16,530.00	-	$ -	100.0%
54	Erosion Stone	SY	$ 50.00	240.00	$ 12,000.00	432.50	$ 21,625.00	100.0%
55	Silt Fence	LF	$ 2.00	6,700.00	$ 13,400.00	10,147.00	$ 20,294.00	100.0%
56	Temporary Rolled Erosion Control Products (RECP)	SY	$ 0.50	51,860.00	$ 25,930.00	48,236.50	$ 24,118.25	100.0%
57	SWPPP Requirements	LS	$ 4,500.00	1.00	$ 4,500.00	0.90	$ 4,050.00	100.0%
58	6-Foot Chain-Link Fence	LF	$ 30.00	233.00	$ 6,990.00	250.00	$ 7,500.00	100.0%
59	24-Foot Chain-Link Gate	EA	$ 1,300.00	2.00	$ 2,600.00	2.00	$ 2,600.00	100.0%
60	Texas St. Lift Station Generator	LS	$ 420,000.00	1.00	$ 420,000.00	1.00	$ 420,000.00	100.0%
61	Rock Excavation	CY	$ 50.00	1,500.00	$ 75,000.00	1,346.00	$ 67,300.00	100.0%
62	CO NO. 1 - Sarah Drive - STA 137+40 to 139+26	LS	$ 300,000.00			1.00	$ 300,000.00	100.0%
63	CO NO. 1 - Walmart - STA 129+33 to 133+34	LS	$ 300,000.00			1.00	$ 300,000.00	100.0%
64	CO NO. 1 - Crossroads Creek - STA 121+45 to 122+28	LS	$ 187,500.00			1.00	$ 187,500.00	100.0%
65	CO NO. 1 - Hawkeye Road - STA 88+74 to 90+70	LS	$ 68,600.00			1.00	$ 68,600.00	100.0%
66	CO NO. 1 - MH 28 Mod	LS	$ 6,248.32			1.00	$ 6,248.32	100.0%
67	CO NO. 2 - Hammond Ave.	LS	$ 110,000.00			1.00	$ 110,000.00	100.0%
68	CO NO. 2 - Alexandria Dr.	LS	$ 13,314.86			1.00	$ 13,314.86	100.0%
69	CO NO. 2 Texas Street Generator Pad	LS	$ 2,598.19			1.00	$ 2,598.19	100.0%
70	CO NO. 2 Texas Street Transformer Upgrade	LS	$ 60,318.72			1.00	$ 60,318.72	100.0%
71	CO NO. 3 City Repairs During Construction	LS	$ (8,101.10)			1.00	$ (8,101.10)	100.0%
	TOTAL				$ 4,267,662.00		$ 4,176,861.94	100.0%

CITY OF WATERLOO — Date 5/9/2022

AECOM — Date 4/6/2022

BOOMERANG, CORP. — Date 4-6-2022

TOTAL COMPLETED TO DATE	$ 4,176,861.94
LESS 5% RETAINAGE	$ -
SUBTOTAL	$ 4,176,861.94
LESS PREVIOUS PAYMENTS (PA #1-19)	$ 3,968,018.85
DUE THIS ESTIMATE	$ 208,843.09

UNITED FIRE & CASUALTY COMPANY

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

MAINTENANCE BOND Bond Number 54228374

KNOW ALL BY THESE PRESENTS: That we Boomerang Corp 132225 Circle Drive, Suite A, PO Box 227, Anamosa IA 52205 of _____ as Principal , and **UNITED FIRE & CASUALTY COMPANY**, an Iowa corporation of Cedar Rapids, Iowa, and authorized to do business in the State of Iowa as Surety, are held and firmly bound unto City of Waterloo 715 Mulberry Street Waterloo IA 50703

in the penal sum Four Million One Hundred Seventy Six Thousand Eight Hundred Sixty One Dollars and Ninety Four Cents of ($4,176,861.94) Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a certain contract, dated December 2, 2019, to furnish all the material and labor necessary for the construction of
Dry Run Creek Interceptor - City Contract No. 877 - Waterloo IA

in conformity with certain specifications; and

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

WHEREAS, the said UNITED FIRE & CASUALTY COMPANY, of Cedar Rapids, Iowa, for a valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said City of Waterloo 715 Mulberry Street Waterloo IA 50703 as aforesaid;

NOW, THEREFORE, the Condition of This Obligation is Such, that if the said Principal does and shall, at his/her own cost and expense, remedy any and all defects that may develop in said work, within the period of 2 years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work , then this obligation to be null and void; otherwise to be and remain in full force and virtue in law. SIGNED, AND DELIVERED this 6th day of May A.D., 20 22

BOOMERANG CORP
Principal

By _____

UNITED FIRE & CASUALTY COMPANY

By _____
Attorney-in-Fact Cassandra J. Daley - Attorney In Fact

CONT0006 0101

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

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

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

TIMOTHY J. GASSMANN, KEVIN S. MEASE, CASSANDRA J. DALEY, JENNIFER J. FREYMARK, JOAN A. BONEWITZ, MICHAEL L. BYL, LORI A. FRERICHS, KATIE A. MCGLAUN, ANDREW J. SCANLON, MEGAN A. KUKER, GLENDA R. TIBBEN, KASSONIA R. DOCKER, RACHEL M. FRANKS, ASHLEY N. JACOBSEN, CHANDLER M. LAMM, EACH INDIVIDUALLY

old void void

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 3rd day of November, 2023 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

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

"Article VI – Surety Bonds and Undertakings"

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

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 3rd day of November, 2021

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

By: Dennis J Richmann
Vice President

State of Iowa, County of Linn, ss:

On 3rd day of November, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2022

Patti Waddell
Notary Public
My commission expires: 10/26/2022

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 6th day of May, 2022

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

This paper has a colored background and void pantograph.

UNITED FIRE & CASUALTY COMPANY

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

MAINTENANCE BOND Bond Number 54228374

KNOW ALL BY THESE PRESENTS: That we Boomerang Corp 132225 Circle Drive, Suite A, PO Box 227, Anamosa IA 52205 of _____ as Principal , and **UNITED FIRE & CASUALTY COMPANY**, an Iowa corporation of Cedar Rapids, Iowa, and authorized to do business in the State of Iowa as Surety, are held and firmly bound unto City of Waterloo 715 Mulberry Street Waterloo IA 50703

in the penal sum Four Million One Hundred Seventy Six Thousand Eight Hundred Sixty One Dollars and Ninety Four Cents of ($4,176,861.94) Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a certain contract, dated December 2, 2019, to furnish all the material and labor necessary for the construction of
Dry Run Creek Interceptor - City Contract No. 877 - Waterloo IA

in conformity with certain specifications; and

COPY

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

WHEREAS, the said UNITED FIRE & CASUALTY COMPANY, of Cedar Rapids, Iowa, for a valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said City of Waterloo 715 Mulberry Street Waterloo IA 50703 as aforesaid;

NOW, THEREFORE, the Condition of This Obligation is Such, that if the said Principal does and shall, at his/her own cost and expense, remedy any and all defects that may develop in said work, within the period of 2 years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work , then this obligation to be null and void; otherwise to be and remain in full force and virtue in law. SIGNED, AND DELIVERED this 6th day of May A.D., 20 22

BOOMERANG CORP
Principal

By _____

UNITED FIRE & CASUALTY COMPANY

By _____
Attorney-in-Fact Cassandra J. Daley - Attorney In Fact

CONT0006 0101

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
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118 Second Ave SE
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their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 3rd day of November, 2023 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

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

"Article VI – Surety Bonds and Undertakings"

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

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 3rd day of November, 2021

COPY

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

By: Dennis J. Richmann
Vice President

State of Iowa, County of Linn, ss:

On 3rd day of November, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2022

Patti Waddell
Notary Public
My commission expires: 10/26/2022

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this _____ day of _____, 20_____.

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

CITY OF WATERLOO

Council Communication

Resolution authorizing an exception to the City of Waterloo's Purchasing Procedure Policy to approve the purchase of one (1) Tool Cat Drive Unit with Vacuum Sweeper from Black Hawk Rental of Waterloo, Iowa, in the amount of $114,950.89.

City Council Meeting: 5/16/2022
Prepared: 5/9/2022

ATTACHMENTS:

Description	Type
quote	Cover Memo

SUBJECT:	Resolution authorizing an exception to the City of Waterloo's Purchasing Procedure Policy to approve the purchase of one (1) Tool Cat Drive Unit with Vacuum Sweeper from Black Hawk Rental of Waterloo, Iowa, in the amount of $114,950.89.
Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager
Recommended Action:	Approve Resolution
Summary Statement:	This unit is vendor specific. This is a one (1) person trash collecting unit that can be used on and off road.

Expenditure Required/Source of Funds: GO Bond Funding

Bobcat

Product Quotation

Quotation Number: MMB-00386
Date: 2022-04-22 12:31:26

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF WATERLOO 1687330 **625 Glenwood St** **Waterloo, IA 50703-4063**	**Josh Bresson** **Bobcat of Waterloo - Cedar Falls,** **Cedar Falls, IA** **4325 UNIVERSITY AVENUE** **CEDAR FALLS IA 50613** **Phone: 319-277-4421** **Fax: 319-234-7312**	**Clark Equipment Company** **dba Bobcat Company** **250 E Beaton Dr** **West Fargo, ND 58078** **Phone: 701-241-8719** **Fax: 855-608-0681** **Contact: Heather Messmer** **Heather.Messmer@doosan.com**

Description	Part No	Qty	Price Ea.	Total
Bobcat UW56	M1225	1	$52,220.80	$52,220.80
Deluxe Road Package Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights	M1225-P01-C01	1	$2,316.00	$2,316.00
High Flow Package	M1225-R03-C02	1	$1,388.80	$1,388.80
29 X 12.5 Turf Tires	M1225-R05-C05	1	$628.80	$628.80
Attachment Control	M1225-R08-C02	1	$188.80	$188.80
Power Bob-Tach	M1225-R14-C03	1	$879.20	$879.20
Radio Option	M1225-R15-C02	1	$426.40	$426.40
Engine Block Heater	M1225-A01-C02	1	$104.00	$104.00
Interior Trim	M1225-A01-C04	1	$164.00	$164.00
IES Trash Vacuum with Closed Cage		1	$45,000.00	$45,000.00
68" Standard Duty Bucket	7272771	1	$704.52	$704.52
--- Bolt-On Cutting Edge, 68"	7104508	1	$157.07	$157.07

Total of Items Quoted	**$59,178.39**
Dealer P.D.I.	**$150.00**
Freight Charges	**$3,501.00**
Dealer Assembly Charges	**$2,062.50**
Other Charges: Material and Logistics	**$5,059.00**
Quote Total - US dollars	**$114,950.89**

Notes:

Scheduled build date is December 2022; estimated delivery date is January 2023. Subject to change.

CITY OF WATERLOO

Council Communication

Resolution authorizing an exception to the City of Waterloo's Purchasing Procedure Policy to approve the purchase of one (1) 2022 Case 580SN WT Backhoe, in the amount of $117,065.34, from Titan Machinery, Center Point, Iowa.

City Council Meeting: 5/16/2022
Prepared: 5/6/2022

ATTACHMENTS:

Description	Type
quote	Backup Material

SUBJECT:	Resolution authorizing an exception to the City of Waterloo's Purchasing Procedure Policy to approve the purchase of one (1) 2022 Case 580SN WT Backhoe, in the amount of $117,065.34, from Titan Machinery, Center Point, Iowa.
Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager
Recommended Action:	Approve Resolution
Summary Statement:	The backhoe will be used for snow removal along with various jobs performed by the Street Department. This will not replace the other 1999 John Deere backhoe being used.

Expenditure Required/Source of Funds: Total - $117,065.34 - Road Use Tax Funding

May 4, 2022

Richard Strange
Waterloo, City of



NEW 2022 Case 580SN WT
(tag 2992324)

- Wide Track Configuration
- H-Type transmission w/Direct-drive Travel
- Standard Tires
  - 12.5/80x18 10pr Sure Grip Lug Front
  - 21Lx24 12pr Rear
- 1-way/2-way Aux Hydraulics
- Heavy Front Counterweight
- Extendahoe
- Pilot Controls w/Power LIft
- Mechanical/Manual Quick Coupler/Rear
- 24” Universal Bucket
- Flip over/Stabilizer combo pads
- Ride Control
- Comfort Steer
- Forward Aux Hydraulics
- 93” long lip front bucket w/cutting edge (pin on)
- Cab, 2-door w/Heat/AC
- Premium Air suspended/heated seat
- LED Light package
- Cold start Dual battery

Sourcewell Pricing

$ 117,065.34

Includes factory freight, dealer prep, and delivery.



Bruce Rempe, Field Marketer
Titan Machinery - Center Point, IA
bruce.rempe@titanmachinery.com
319-213-4120 texts are welcome

This quote is good for 30 days.
The right to fix any honest errors is reserved.
Payments are estimated only.

CITY OF WATERLOO

Council Communication

Motion approving appointment of Pat Treloar as Chief of Fire Services and Kelley Felchle as City Clerk, pursuant to City of Waterloo Ordinance No. 5641.

City Council Meeting: 5/16/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Ord. 5641	Backup Material

SUBJECT: Motion approving appointment of Pat Treloar as Chief of Fire Services and Kelley Felchle as City Clerk, pursuant to City of Waterloo Ordinance No. 5641.

Prepared by Kelley Felchle, City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4323.

ORDINANCE NO. 5641

AN ORDINANCE AMENDING THE CITY OF WATERLOO CODE OF ORDINANCES BY REPEALING ARTICLE A, CITY CLERK OF CHAPTER 5, MUNICIPAL OFFICIALS, TITLE 1, ADMINISTRATION AND ARTICLE B, FIRE DEPARTMENT OF CHAPTER 6, MUNICIPAL DEPARTMENTS, TITLE 1, ADMINISTRATION, AND ENACTING IN LIEU THEREOF A NEW ARTICLE A, CITY CLERK OF CHAPTER 5, MUNICIPAL OFFICIALS, TITLE 1, ADMINISTRATION AND ARTICLE B, FIRE DEPARTMENT OF CHAPTER 6, MUNICIPAL DEPARTMENTS, TITLE 1, ADMINISTRATION.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA AS FOLLOWS:

Section 1: That Article A, City Clerk of Chapter 5, Municipal Officials, Title 1, Administration is hereby repealed and a new Article A, City Clerk of Chapter 5, Municipal Officials, Title 1, Administration, and is hereby enacted in lieu thereof as follows:

TITLE 1 ADMINISTRATION
CHAPTER 5 MUNICIPAL OFFICIALS
ARTICLE A. CITY CLERK

SECTION:
1-5A-1: APPOINTMENT, QUALIFICATION, AND TERM
1-5A-2: DEPUTY CITY CLERK
1-5A-3: DUTIES AND RESPONSIBILITIES
1-5A-4: REPORTS
1-5A-5: FEES OF OFFICE

1-5A-1: APPOINTMENT, QUALIFICATION, AND TERM:
The city clerk shall be appointed by the city council. Said appointment shall be in accordance with all city policies and procedures regarding recruitment, selection, and appointment of employees. The city clerk shall serve as an at-will employee, and unless the city clerk resigns or is terminated by the city council, shall continue to serve in the position. Within ten (10) days from such appointment, the city clerk shall qualify as provided by state law and city code.

1-5A-2: DEPUTY CITY CLERK:
The city clerk may, with the approval of the city council, appoint a deputy city clerk who shall perform the duties of the city clerk during the absence or disability of the city clerk. Said appointment shall be in accordance with all city policies and procedures regarding recruitment, selection, and appointment of employees. The deputy city clerk shall serve as an at-will employee, and unless the deputy clerk resigns or is terminated by the city clerk, shall continue to serve in the position.

1-5A-3: DUTIES AND RESPONSIBILITIES:
The city clerk shall perform the following duties:

A. General Duties:

1. Coordinate the preparation of council meeting agendas, attend meetings of the city council, and take minutes of said meetings; and

2. Write resolutions, ordinances, and amendments and publish hearing notices; and

3. Issue notices of regular and special elections required to be given by law or in pursuance of any provision of this code, or other city ordinance or resolution of the city council, issue all notices of special meetings of the city council when called, as provided by law; and

4. Notify committees of business referred to them by the city council; and

5. Maintain and safeguard records of the city and keep records in the manner and duration required by law; and

6. Administer the city liability insurance program, procure liability insurance for the city, and set liability limits and requirements as may be advisable and necessary to prevent unnecessary risk to the city; and

7. Direct, coordinate, and oversee the work of the employees of the city clerk's office; and

8. Perform such other duties as may be required by the laws of the state, this code, other city ordinances or resolutions, or as may be directed by the mayor and city council.

B. Certification of Assessments: Certify to the county auditor, as provided by law, all assessments and taxes of every kind and nature levied by the city council which are required to be so certified.

C. Records:

1. Deeds and Contracts: Keep copies of all deeds and contracts executed by or in favor of the city, and shall properly index them.

2. Licenses, Permits, Policies, and Petitions: Keep all licenses and permits granted by the city clerk's office for a period in accordance with state law, this code, or city policy, noting the date when issued, the person to whom issued, and the date of expiration of the license or permit. Keep on file a copy of all policies adopted by the city council. File and preserve in the city clerk's office all petitions, remonstrances, and other papers presented to the city council by the public at a public meeting.

D. Purchases: Procure materials for the city council to use during council meetings and materials, products, and supplies necessary to facilitate the operation of the city clerk's office.

1-5A-4: REPORTS:

The city clerk shall report upon any of the matters connected with the office of the city clerk whenever called upon by the city council to do so; keep all returns of assessments, and the election and appointment of city officers, and shall as soon as practicable after each meeting of the city council, prepare minutes of the business transacted and a correct copy of all resolutions and ordinances adopted, and deliver ordinances to the official newspaper for publication, and shall not allow any papers or documents to be taken from the office of the city clerk without the consent of the city council.

1-5A-5: FEES OF OFFICE:

For attested certificates and transcripts other than those ordered by the city council, the city clerk shall charge the same fees as are allowed to county officers for like services; and shall keep a record of such fees and turn the same into the general fund.

Section 2. That Article B, Fire Department of Chapter 6, Municipal Departments, Title 1, Administration, is hereby repealed and a new Article A, City Clerk of Chapter 5, Municipal Officials, Title 1, Administration and Article B, Fire Department of Chapter 6, Municipal Departments, Title 1, Administration, is hereby enacted as follows:

TITLE 1 ADMINISTRATION
CHAPTER 6 MUNICIPAL DEPARTMENTS
ARTICLE B. FIRE DEPARTMENT

SECTION:

1-6B-1: FIRE CHIEF APPOINTMENT TERM AND AUTHORITY:

1-6B-2: DEPARTMENT POWERS AND DUTIES:
1-6B-3: EXTRATERRITORIAL ASSISTANCE:
1-6B-4: DEPARTMENT ESTABLISHED; MEMBERS:

1-6B-1: FIRE CHIEF APPOINTMENT TERM AND AUTHORITY:
A. Appointment: The chief of the fire department shall be appointed by the mayor with approval of the city council from the fire chief civil service list. Nothing herein contained shall prevent the removal of and the termination of the appointment of the chief as provided by law or employment agreement. The supervision and management of the department shall be executed in accordance with this Article.

B. Authority to Order Removal of Buildings: To order the removal of any building or property that he may deem necessary for the purpose of checking or stopping the progress of fire in the city.

C. Prescribe Limits Where Entry Is Prohibited: Prescribe limits in the vicinity of any fire within which no person, except those who reside therein, shall be permitted to enter.

D. Fire Arson Investigator: The fire chief shall appoint the fire arson investigator to perform all of the duties and responsibilities of investigating the cause, origin, and circumstances of fires as set forth in this code. The fire arson investigator may be a peace officer as set forth in Iowa law and said investigator may have all the powers, duties and responsibilities attendant to the function of a peace officer, which shall include, but not be limited to, the power of arrest.

1-6B-2: DEPARTMENT POWERS AND DUTIES:
A. Police Authority: All members of the fire department shall have and exercise all the powers of police officers at the scene of a fire.

B. Presence for Duty: The members of the fire department shall remain in the quarters provided for them by the city, day and night, when not necessarily in other parts of the city attending to their duties prescribed by this article, or by the rules and regulations of the fire department, and no officer or member of the fire department shall be absent from duty at any time of day or night without permission from the chief of the fire department or person acting as such, and the procurement of a satisfactory substitute to act when absent.

C. Command at Fire Scene: It shall be the duty of the first officer of the fire department at a fire in the city to take charge thereof until a superior officer shall arrive, and for such purpose he shall have all the powers of the chief of the fire department.

D. Authority to Summon Assistance: If he deems it necessary, to summon any or all persons able to perform labor, including operators of vehicles for hire, to aid in the extinguishment of fires or removing property in danger thereof, and in guarding the property, and any person refusing to obey such summons shall be guilty of an offense.

E. Inspect Fire Hazards: After careful inquiry and investigations, immediately notify, in writing, the owner or occupants of any building in the city where there are any defective chimneys, smoke pipes or flues, or where there are any fires or inflammable materials not sufficiently secured and guarded, used or kept in, or in connection with, any such building, to forthwith repair, remove, change or secure the same, as the case may require.

F. Emergency Medical Services, Hazardous Materials, and Rescue Services: The department is authorized to provide ambulatory, hazardous materials, and rescue services in addition to fire services.

G. Records: Provide the record keeping and reporting systems necessary to assure proper maintenance and repair of fire department buildings, facilities, apparatuses and equipment; provide record keeping and reporting systems for all fire, fire inspection, emergency medical services, hazardous materials, and rescue services calls.

1-6E-3: EXTRATERRITORIAL ASSISTANCE:

A. The fire department of the city is hereby authorized to answer calls for firefighting or other emergency assistance outside the limits of the city, but within the county, at the discretion of the chief of the fire department or a duly authorized designee acting if the fire chief is absent.

B. The fire department of the city is further authorized to respond to calls for firefighting or other emergency assistance outside the limits of the city, but within the state, when requested by the mayor or the chief of the fire department of any city or town having an organized fire department, at the discretion of the fire chief of the city fire department, or a duly authorized assistant acting during the absence of the chief of the fire department.

C. When the firefighters or equipment of the city are engaged in rendering assistance pursuant to this subsection, they shall be considered to be within their jurisdiction, and the city shall have the same governmental immunity when responding to such calls as when operating within the city.

1-6B-4: DEPARTMENT ESTABLISHED; MEMBERS:

A. Composition of Department: There is hereby created and established a fire department in and for the city, consisting of:

1. One (1) fire chief, who shall be appointed pursuant to section 1-6B-1 of this chapter; and
2. Three (3) or more battalion chiefs; and
3. One (1) fire marshal; and
4. One (1) medical supervisor; and
5. Three (3) or more medical officers; and
6. One (1) or more fire lieutenant inspector/investigation; and
7. One (1) or more training officer; and
8. Three (3) or more fire captains; and
9. Twenty one (21) or more fire lieutenants; and
10. Twenty one (21) or more fire engineers; and
11. Fifty eight (58) or more fire fighters/paramedics and civilian staff.

Section 3. Effect and Severability: This ordinance shall be in full force and effect from and after its passage and publication as provided by law. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

INTRODUCED:	May 2, 2022
PASSED 1st CONSIDERATION:	May 2, 2022
PASSED 2nd CONSIDERATION:	May 2, 2022
PASSED 3rd CONSIDERATION:	May 2, 2022

PASSED AND ADOPTED this 2nd day of May 2022.

Ray Feuss

Ray Feuss, Mayor Pro Tem

ATTEST:

Kelley Felchle

Kelley Felchle
City Clerk
SEAL

CITY OF WATERLOO

Council Communication

Motion to approve Change Order No. 3 with Arends Excavating, of Waterloo, Iowa, for a net increase of $13,827.36, in conjunction with the FY 2021 Leversee Road Lift Station, Contract No. 983, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 5/16/2022
Prepared: 5/4/2022

ATTACHMENTS:

Description	Type
Cont 983_CO #3	Cover Memo

SUBJECT:	Motion to approve Change Order No. 3 with Arends Excavating, of Waterloo, Iowa, for a net increase of $13,827.36, in conjunction with the FY 2021 Leversee Road Lift Station, Contract No. 983, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Matt Schindel, Associate Engineer
Recommended Action:	Approve change order.
Implementation, Accountability, and Communication:	

CITY OF WATERLOO, IOWA

CHANGE or EXTRA WORK ORDER NO. 3

PROJECT: FY 2021 Leversee Road Lift Station, CONTRACT NO. 983

Date Prepared: 4/28/2022 AMOUNT: **$ 13,827.36** **Increase**

TO: **Arends Excavating**, 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 December 28, 2020.

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

2003 Installation of Wet Well Control Rack

B. Reason for ordering change or extra work:

2003 Add additional rack for NEMA 4X terminal boxes and explosion proof cord connectors so to not cut cable or pipe to replace pumps/floats

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

2003 Wet Well Control Rack Installation 1 Lump Sum x $12,570.33 + 10% Prime Markup = $13,827.36

Total Net Increase **$13,827.36**

CITY OF WATERLOO

BY: _____
Mayor Date

ATTEST:

_____
City Clerk Date

Arends Excavating
CONTRACTOR

BY: Mike Arends 5-3-22
Date

PRINTED NAME: Mike Arends

TITLE: Member

APPROVED:

_____
City Engineer Date

CITY OF WATERLOO

Council Communication

Bonds.

City Council Meeting: 5/16/2022
Prepared:

ATTACHMENTS:

Description	Type
Bonds for apprval 05.16.2022	Backup Material

SUBJECT: Bonds.

BONDS FOR COUNCIL APPROVAL
May 16, 2022

RIGHT OF WAY CONSTRUCTION BOND — AMOUNT $15,000.00

RLI0513265	B.C. CONSTRUCTION, INC.	CEDAR FALLS, IA
58435266	DENNIS C. CHRISTENSEN	CEDAR FALLS, IA
3399051	DENNIS EVEN	GILBERTVILLE, IA
2324751	DIAMOND CONCRETE LLC	WATERLOO, IA
7901063130	EARTHWORX CIVIL SOLUTIONS, LLC	CEDAR FALLS, IA
IA5388733	HANKINS CRANE & CONSTRUCTION, LLC	COGGON, IA
IA5889181	MCROBERTS CONCRETE & CONSTRUCTION, LLC	CEDAR FALLS, IA
64901176	NICHOLAS JACKSON DBA NJ PLUMBING	DYSART, IA
IA 595956	PAUL ZESCHKE DBA ZMS	WATERLOO, IA
66237411	PURDY PRETTY PROJECTS, INC.	LA PORTE CITY, IA
7901081576	RICK GAUTNEY	EVANSDALE, IA
W150021970	RONALD DEW DBA RON'S CONSTRUCTION	LA PORTE CITY, IA
66248661	SANTIAGO MATAMOROS	WATERLOO, IA
64662883	VERACITY EXCAVATING LLC	LA PORTE CITY, IA

CITY OF WATERLOO

Council Communication

FYE 2022 Budget Amendment.

City Council Meeting: 5/16/2022
Prepared: 4/19/2022

ATTACHMENTS:

	Description	Type
🗋	FYE22 Budget Amendment Council Comm	Backup Material
🗋	Budget Amendment FYE22 Published Notice	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 Budget Amendment for the fiscal year ending June 30, 2022.

Submitted by:

Submitted By: Michelle Weidner, Chief Financial Officer

Summary Statement:

The purpose of filing budget amendments is to comply with state law regarding expending city funds. The Code of Iowa requires that any of the nine budget program areas that are anticipated to exceed the amount originally appropriated be amended no later than May 31 of each fiscal year. The nine program areas prescribed by Iowa Code include Public Safety, Public Works, Health and Social Services, Culture and Recreation, Community and Economic Development, General Government, Debt Service, Capital Projects and Business Type/Enterprise activities.

Neighborhood Impact:

Data/Analysis and Strategies:

Since state law prohibits the City from spending more in any major program area than budgeted, we have budgeted generously with expenses. We do not anticipate that we will spend all amounts budgeted by June 30, 2022.

Implementation, Accountability, and Communication:

If you have questions, I'm happy to discuss them!

These amendments include numerous departmental amendments requested throughout the year and approved by the Finance Committee when required by the budget line item amendment policy. They all consist of changes made subsequent to certifying the budget March 25, 2021.
Highlights from amendments made for general fund activities include the following:

1. In the Public Safety program category, expenses and related revenue for various law enforcement grants and non-property-tax funded projects were increased.
2. The Public Works category reflects the increase in motor pool revenue and expense.

3. The Health and Social Services category reflects the change in personnel costs due to contract negotiations.
4. The Culture & Recreation program category was increased to reflect additional grants and donations received by the Cultural & Arts department, the Library and Leisure Services. The use of restricted fund balance was increased for Golf Course improvements.
5. In the Community and Economic Development program category, adjustments to grant revenue and expense for the Community Development Block Grant and Housing departments were made.
6. Amendments to the General Government category include reflecting the use of assigned fund balance for workers compensation insurance due to increases in expenses throughout the year and increases in revenue to record stop loss insurance reimbursements received and related expenses.

Highlights of amendments made in other funds are as follows:

7. In the Public Works category, the use of Local Option Tax fund balance was added to fund anticipated payments for street construction and repair projects that exceeded the original budgeted amounts. In the Road Use Tax fund, the use of $5,200,0000 of Transfer of Jurisdiction funds was added for University Avenue construction that is proceeding more quickly than originally anticipated.

Expenditure Required/Source of Funds:

8. In the Capital Projects program, additional expenses relating to grant revenue awarded during the year that not originally budgeted were added. Several construction projects were adjusted to more accurately reflect the amount of work that is expected to be paid for by June 30, 2021.
9. In the Business Type/Enterprise activity, which accounts for the activities of the sewer, storm water and sanitation funds, line item adjustments were made to more accurately reflect the amount that will be spent for operations and capital project construction by June 30, 2021, including the addition of $1,500,000 in University Avenue construction funded with storm water fees.

The Transfers Out line was amended to reflect the following:

1. The transfer of an additional $3,000,000 of TIF revenue to the capital improvement fund that will be used for potential TIF projects.
2. Transfers necessary to property account for the sewer portion of the General Obligation refunding bond issues were added.

The line on the budget amendment form titled Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out indicates that when the first budget amendment was filed, we anticipated spending $16,875,743 more than we expected to collect in current year revenue, primarily due to spending bond and grant funds received in prior fiscal years. This amendment increases the amount that expenses are anticipated to exceed revenues by an additional $12,179,617 to a total of $29,055,360. This is due to the following:

1. General Fund – To plan to spend project revenue (grants and donations) received in prior years in the amount of $151,319, the use of assigned fund balance for worker's compensation insurance claims premiums of $360,000.
2. Other Funds – To budget to use revenue received in prior years and the use of grant and bond funds received in prior years in the amount of $11,668,298.

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

TO: Mayor Hart
City Council Members

DATE: May 2, 2022

FROM: Michelle Weidner, Chief Financial Officer

RE: Proposed Amendments to Budget for the fiscal year ending June 30, 2022

Enclosed is a proposed amendment to the budget for the fiscal year ending June 30, 2022 as published May 5, 2022. The purpose of filing budget amendments is to comply with state law regarding expending city funds. The Code of Iowa requires that any of the nine budget program areas that are anticipated to exceed the amount originally appropriated be amended no later than May 31 of each fiscal year. The nine program areas prescribed by Iowa Code include Public Safety, Public Works, Health and Social Services, Culture and Recreation, Community and Economic Development, General Government, Debt Service, Capital Projects and Business Type/Enterprise activities.

These amendments include numerous departmental amendments requested throughout the year and approved by the Finance Committee when required by the budget line item amendment policy. They all consist of changes made subsequent to certifying the budget in March 2021.

Highlights from amendments made for general fund activities include the following:

1. In the Public Safety program category, expenses and related revenue for various law enforcement grants and non-property-tax funded projects were increased. Ambulance revenue was increasing to reflect revenue from the Ground Emergency Medical Transport Program, increasing expense related to that revenue and to budget for the purchase of ambulance medical equipment.
2. The Public Works category reflects anticipated increases in motor pool revenue and related expense and also to budget for CARES maintenance funds received for the airport.
3. The Culture & Recreation program category was increased to reflect a number of additional grants and donations received by the Cultural & Arts department, the Library, and Leisure Services. The use of restricted fund balance was increased for Golf Course improvements. Leisure revenue and expense were amended to reflect increasing expense and lower-than-expected revenue Leisure activities.

5. Amendments to the General Government category include reflecting the use of assigned fund balance for increased workers compensation claims expense.

Highlights of amendments made in other funds are as follows:

6. In the Public Works category, the transfer of interest revenue earned on the Transfer of Jurisdiction funds received from the State of Iowa was budgeted to be used for University Avenue construction. Additional revenue and expense was budgeted for airport grant-funded projects.
7. Amendments to the Community & Economic Development program include budgeting for federal funds awarded to the Community Development department. The housing program also budgeted to receive and spend additional federal funding.
8. In the Capital Projects program, additional expenses relating to grant revenue awarded during the year that was not originally budgeted were added, including broadband design and state funds for the SportsPlex.
9. In the Business Type/Enterprise fund activity, which accounts for the activities of the sewer, storm water and sanitation funds, line item adjustments were made to more accurately reflect the amount that will be spent for operations by June 30, 2022.

The transfers in and out lines were amended to reflect the following:

10. The transfer of additional TIF revenue to the debt service fund for increases in TIF-funded project expense and the transfer of additional TIF revenue to reimburse the Capital Projects fund.

The line on the budget amendment form titled Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out indicates that when the certified budget was filed, we anticipated spending $13,265,091 more than we expected to collect in current year revenue, primarily due to spending bond and grant funds received in prior fiscal years. This amendment increases the amount that expenses are anticipated to exceed revenues by an additional $8,611,169 to a total of $21,878,260. This is due to the following:

1. General Fund – To plan to spend restricted ARPA funds in the amount of $2,200,000 for the fiber design contract, $859,105 interest earned on the Transfer of Jurisdiction funds to be used to University Avenue construction and other restricted funds for designated uses in the total amount of $202,598. It also includes the additional use of general fund cash in the amount of $782,000 for workers compensation claims and $142,662 for Young Arena activities.
2. Other Funds – To budget for adjustments to revenue and the use of grant and bond funds received in prior years in the total amount of $4,623,702.

Since state law prohibits the City from spending more in any major program area than budgeted, we have budgeted generously with expenses. We do not anticipate that we will spend all amounts budgeted by June 30, 2022.

If you have any questions about the information presented, please contact me.

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET
City of WATERLOO
Fiscal Year July 1, 2021 - June 30, 2022

The City of WATERLOO will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2022

Meeting Date/Time: 5/16/2022 05:30 PM	**Contact:** Michelle Weidner	**Phone:** (319) 291-4323

Meeting Location: City Hall Council Chambers, 715 Mulberry Street

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		**Total Budget as Certified or Last Amended**	**Current Amendment**	**Total Budget After Current Amendment**
Taxes Levied on Property	1	43,275,701	0	43,275,701
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	43,275,701	0	43,275,701
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	10,699,761	0	10,699,761
Other City Taxes	6	18,797,843	35,768	18,833,611
Licenses & Permits	7	1,429,835	0	1,429,835
Use of Money & Property	8	1,413,850	0	1,413,850
Intergovernmental	9	39,170,268	5,994,407	45,164,675
Charges for Service	10	34,732,156	748,751	35,480,907
Special Assessments	11	198,000	0	198,000
Miscellaneous	12	9,304,280	1,284,749	10,589,029
Other Financing Sources	13	28,101,000	14,263,941	42,364,941
Transfers In	14	19,518,178	4,640,430	24,158,608
Total Revenues & Other Sources	15	206,640,872	26,968,046	233,608,918
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	38,919,401	1,103,642	40,023,043
Public Works	17	31,586,894	4,684,885	36,271,779
Health and Social Services	18	339,554	0	339,554
Culture and Recreation	19	12,256,947	222,960	12,479,907
Community and Economic Development	20	18,326,800	2,104,186	20,430,986
General Government	21	10,308,803	794,000	11,102,803
Debt Service	22	13,403,500	206,325	13,609,825
Capital Projects	23	36,140,150	21,425,329	57,565,479
Total Government Activities Expenditures	24	161,282,049	30,541,327	191,823,376
Business Type/Enterprise	25	39,105,736	397,458	39,503,194
Total Gov Activities & Business Expenditures	26	200,387,785	30,938,785	231,326,570
Tranfers Out	27	19,518,178	4,640,430	24,158,608
Total Expenditures/Transfers Out	28	219,905,963	35,579,215	255,485,178
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-13,265,091	-8,611,169	-21,876,260
Beginning Fund Balance July 1, 2021	30	88,091,629	0	88,091,629
Ending Fund Balance June 30, 2022	31	74,826,538	-8,611,169	66,215,369

Explanation of Changes: Budget amendments are needed to reflect the bonds issued and grant paid for the theme park, additional workers' compensation claims expense, additional debt service expenses, additional grants and donations received and related expenses, and to adjust capital project expenses to align with amounts anticipated to be spent by June 30, 2022.

CITY OF WATERLOO

Council Communication

Request by Mark Moser to rezone 3.68 acres from “A-1” Agricultural District to “R-1,C-Z” Conditional Zoning District for a contractor business, located at 4528 Kimball Avenue.

City Council Meeting: 5/16/2022
Prepared: 12/8/2021

ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving request by Mark Moser to rezone 3.68 acres from “A-1” Agricultural District to “R-1,C-Z” Conditional Zoning District for a contractor business, located at 4528 Kimball Avenue.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt the ordinance.

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

Recommended Action: Approval

Summary Statement:

Transmitted herewith is a request by Mark Moser to rezone 3.68 acres from “A-1” Agricultural District to “R-1,C-Z” Conditional Zoning District located at 4528 Kimball Avenue.

The Planning and Zoning Commission voted unanimously to recommend approval of the request at their April 12, 2022 Meeting.

The request would not appear to have a negative impact on the surrounding area, as the contractor business is currently operational at this site

The request would not appear to have a negative impact on vehicular or pedestrian traffic movements in the area. The site in question is served by Kimball Avenue which is considered a Minor Arterial Street.
There are no sidewalks along Kimball Avenue.
The Shaulis Road Trail is 0.4 miles to the south of the area to be rezoned.
The proposed rezone area is currently zoned "A-1" Agricultural District and has been zoned as such since the adoption of the Zoning Ordinance No.

2479 in 1969.
The site is predominately surrounded by agricultural uses with the exception of Trinity Episcopal Parish and Preschool zoned "R-1,C-Z" Conditional Zoning District located to the northeast and vacant land to the north zoned "B-P" Business Park.

The applicant is requesting to rezone 3.68 acres of land to the “R-1,C-Z” Conditional District to allow for the construction of a 56' x 72' building, a 12' x 30' building, two 20' x 77' lean to's, and a 40' x 32' extension to an existing building to store vehicles and equipment in for their construction company, Mark Moser Construction, and to allow outside storage of equipment and vehicles.

Neighborhood Impact:

The "C-Z" Conditional Zoning classification works to allow uses in unique locations or transitional sites between different land use. Staff is in support of the request as additional buildings will provide storage for equipment and vehicles necessary to the applicant's construction company, and help eliminate much of the outside storage area. The proposed buildings will be screened from Kimball Avenue and located behind the house in the rear yard.
At their April 12 meeting, the Planning, Programming and Zoning Commission voted unanimously to recommend approval of the rezone request.

Therefore, staff recommends that the request by Mark Moser to rezone 3.68 acres from “A-1” Agricultural District to “R-1,C-Z” Conditional Zoning District located at 4528 Kimball 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 have a negative impact on the surrounding area, as the contractor business is currently operational at this site.
Subject to the following condition:
1. That the use of the site shall be limited to a contractor business in addition to the existing single family home, and shall be limited to the layout as shown on the attached site plan.

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

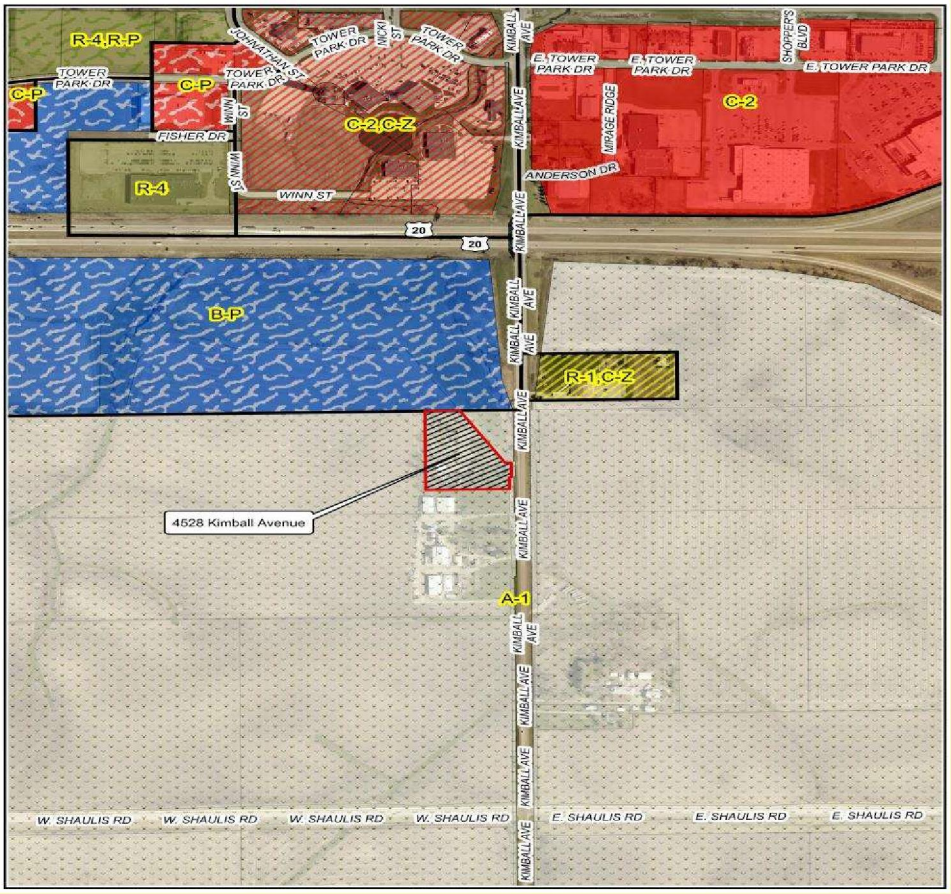
Expenditure Required/Source of Funds: None

Legal Descriptions:

Beginning at a point on the East line of said Southeast Quarter that is 334.4 feet South of the Northeast corner of said Southeast Quarter, as measured along said East line; thence South 0 Degrees 10 minutes West along said East line 175 feet; thence South 89 degrees 15 minutes 30 seconds West 452 feet; thence North 0 degrees 10 minutes West 509.4 feet to the North line of said Southeast Quarter; thence North 89 degrees 15 minutes 30 seconds East along said North line 163 feet; thence South 32 degrees 35 minutes East 393.11 feet; thence North 89 degrees 24 minutes 30 seconds East 79 feet to the point of beginning, except that part condemned for road purposes by Black Hawk County, Iowa, by Condemnation Proceedings #204 filed in the

Auditor's Office of said County and also except that part conveyed to the City of Waterloo, Iowa, in 550 LD 322.

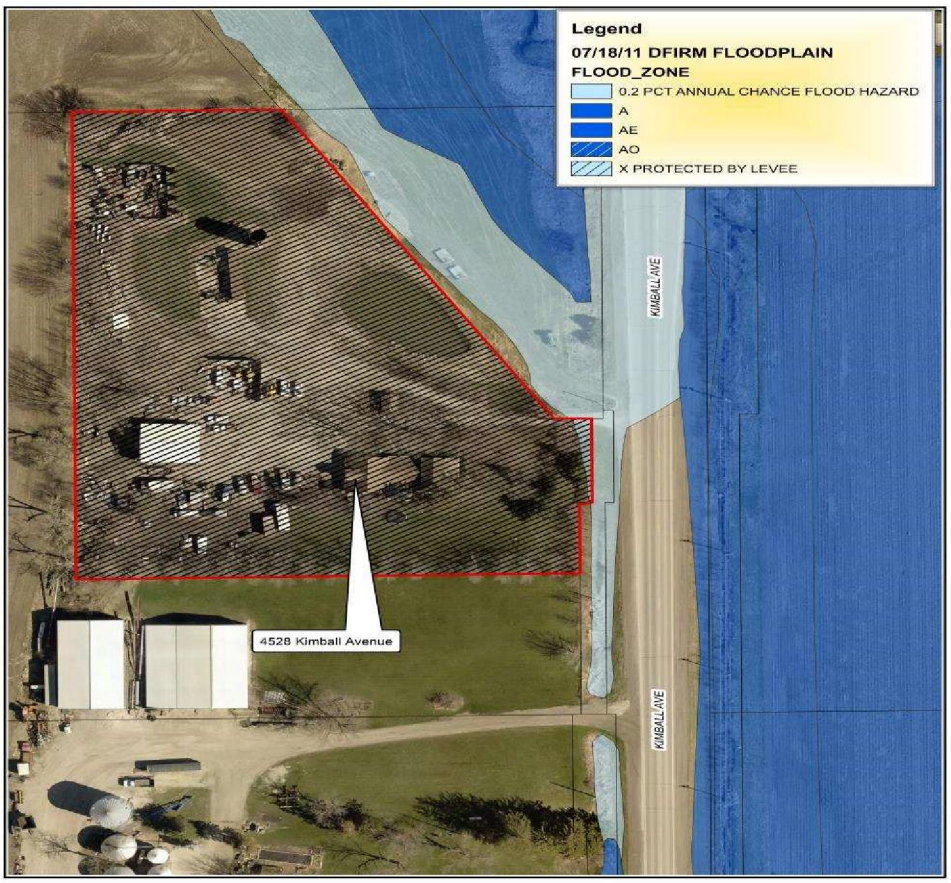
REQUEST:	Request by Mark Moser to rezone approximately 3.68 acres from “A-1” Agriculture District to “R-1,C-Z” Conditional Zoning District, to allow for the development of additional storage buildings associated with a contractor business located at 4528 Kimball Avenue.
APPLICANT:	Mark Moser, 4528 Kimball Avenue, Waterloo, Iowa, 50701
GENERAL DESCRIPTION:	The applicant is requesting to rezone the site in question to allow for the construction of a 56’ x 72’ building, a 12’ x 30’ building, two 20’ x 77’ lean to’s, and a 40’ x 32’ extension to an existing building to store vehicles and equipment in for their construction company, Mark Moser Construction, and to allow outside storage of equipment and vehicles.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The site is predominately surrounded by agriculture uses with the exception of Trinity Episcopal Parish and Preschool zoned “R-1,C-Z” Conditional Zoning District located to the northeast and vacant land to the north zoned “B-P” Business Park. Rezoning of the property to “R-1,C-Z” would not appear to have a negative impact on the area as the construction business has been operating on the property since 2005 as a home based business.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The site in question is served by Kimball Avenue which is considered a Minor Arterial Street. There are no sidewalks along Kimball Avenue.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN:	The Shaulis Road Trail is 0.4 miles to the south of the area to be rezoned.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The proposed rezone area is currently zoned “A-1” Agricultural District and has been zoned as such since the adoption of the Zoning Ordinance No. 2479 in 1969.
DEVELOPMENT HISTORY:	The surrounding area is mostly comprised of “A-1” Agricultural Use with the exception of Trinity Episcopal Parish and Preschool zoned “R-1,C-Z” and the vacant land to the north of the site zoned “B-P” Business Park. It would appear that rezoning of the property to “R-1, C-Z” would not appear to have a negative impact on the area. The church in the area was built in 1981 and an addition was added in 2005.



BUFFERS/ SCREENING: At this time, there would not appear to be any need for screening.

DRAINAGE: Rezoning of the property for the addition of storage buildings would not appear to have a negative impact upon drainage in the area.

FLOODPLAIN: The area to be rezoned is in the Zone X, which is not a special flood hazard area as established by the Federal Emergency Management Association (FEMA) Flood Insurance Rate Map dated July 11, 2011.



PUBLIC /OPEN SPACES/ SCHOOLS:

Orange Elementary School is located approximately 1.2 miles to the south of the site in question. Hoover Middle School is located approximately 1 mile to the northwest. West High School is located 1.5 miles to the northeast.

UTILITIES: WATER, SANITARY SEWER, STORM SEWER

There is no sanitary sewer or storm sewer serving this property. Power lines are located along the east and west sides of Kimball Avenue.

RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:

The Future Land Use Map designates this area as Business Park: Professional Offices; Commercial; and Compatible Light Industrial. This rezone request is in conformance with the Future Land Use Map and Comprehensive Plan for this area. The site is located within the Secondary Growth Area.

STAFF ANALYSIS – ZONING ORDINANCE:

The “C-Z” Conditional Zoning classification works to allow uses in unique locations or transitional sites between different land uses. Staff is in support of the request as additional buildings will provide storage for vehicles and equipment necessary to the applicant’s construction company, and help eliminate much of the outside storage area. The proposed buildings will be screened from Kimball Avenue and located behind the house in the rear yard.

At Tech Review Knutson mentioned that a storm water detention plan would be required since the proposed additional buildings total over 5000 square feet. Knutson questioned whether hard

surfacing would be required at this site because of the new commercial zoning. Schroeder mentioned hard surfacing would need to be discussed further. Ahlhelm noted the applicant will need stamped drawings to recieve a permit for the buildings.



Picture 1: Looking west along driveway with main house on the left.



Picture 2: Existing building on site.



Picture 3: Existing Shed and Building beside and behind the house.



Picture 4: Looking northwest.

STAFF ANALYSIS – SUBDIVISION ORDINANCE:

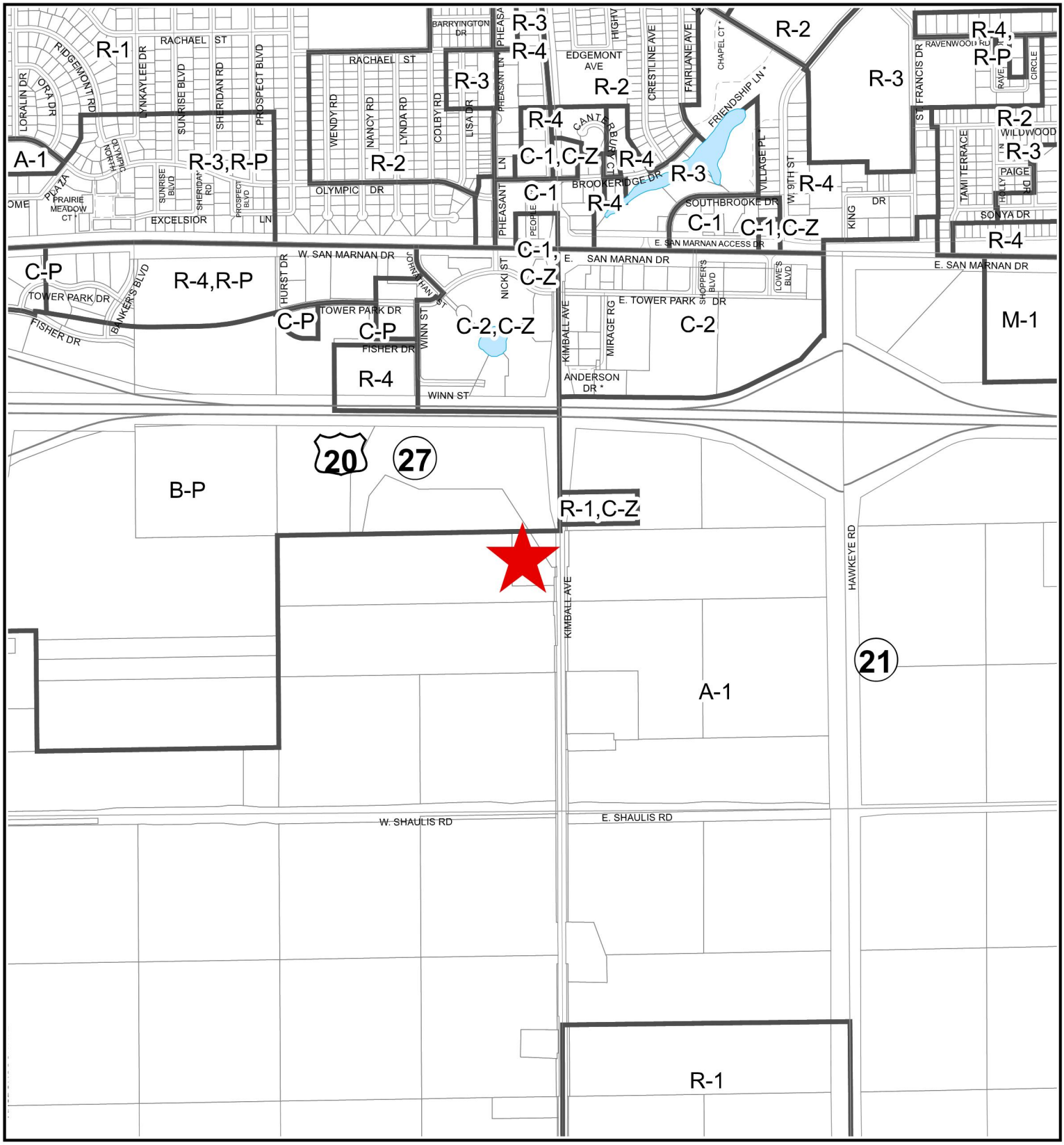
There is no platting required for this request.

STAFF RECOMMENDATION:

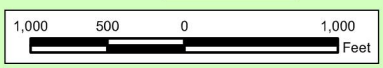
Therefore, staff recommends the request by Mark Moser to rezone approximately 3.68 acres from "A-1" Agricultural District to "R-1,C-Z" Conditional Zoning District, to allow for the development of additional storage buildings associated with a contractor business located at 4528 Kimball Avenue be approved for the following reasons:

1. The request would not have a negative impact on traffic conditions in the area.
2. The request would not have a negative impact on the surrounding area, as the contractor business is currently operational at this site.

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









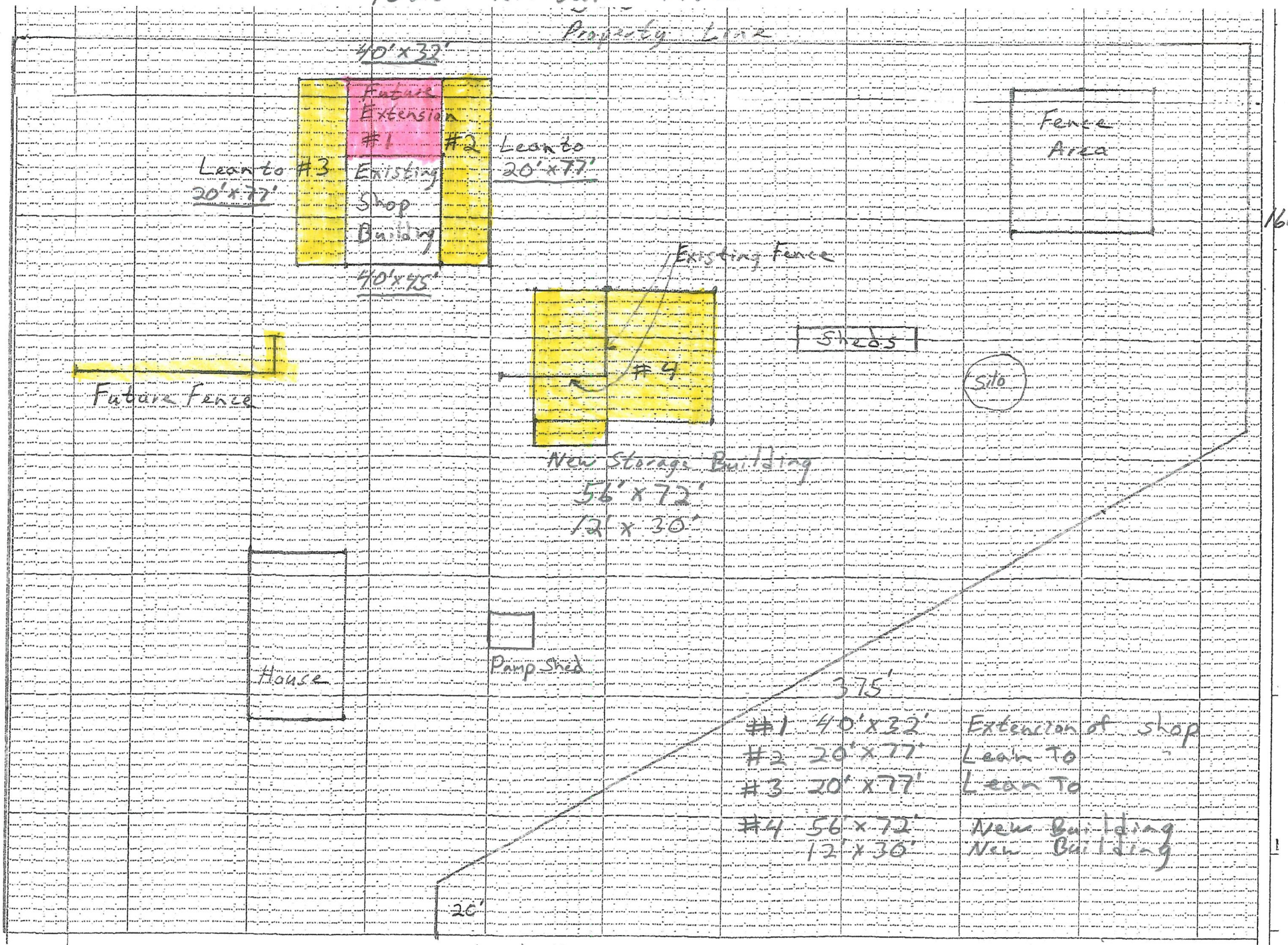
4528 Kimball Avenue
Rezone from "A-1" to "R-1,C-Z"
Mark Moser

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



4528 Kimball Avenue
Rezone from "A-1" to "R-1,C-Z"
Mark Moser

4528 kimball Ave



PLAT FOR PERMIT APPLICATION kimball Ave PERMIT APPLICATION FOR : CITY ____ COUNTY ____

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

1. APPLICATION INFORMATION:

a. Applicant's name (please print): Mark Moser
Address: 4528 Kimball Ave Phone: 319-239-5200 Fax: _____
City: Waterloo State: IA Zip: 50701
Email: mpmmoser@gmail.com

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

c. Property owner's name if different than above (please print): _____
Address: _____ Phone: _____ Fax: _____
City: _____ State: _____ Zip: _____
Email: _____

2. PROPERTY INFORMATION:

a. General location of property to be rezoned: 4528 Kimball Ave

b. Legal description of property to be rezoned: Unplatted Waterloo West Tract of land in N½ASE Sec 9 T88R13

c. Dimensions of Proposed Zoning Boundary (Excluding Right of Way): _____

d. Area of Proposed Zoning Boundary (Excluding Right of Way): _____

e. Current zoning: "A-1" Agricultural Requested zoning: "A-1, C-2" Conditional Zoning

f. Reason(s) for rezoning and proposed use(s) of property: To add additional storage buildings to keep vehicles and equipment inside.

g. Conditions (if any) agreed to: _____

h. Other pertinent information (use reverse side if necessary): _____

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

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

Mark Moser 2-14-22
Signature of Applicant Date

Mark Moser 2-14-22
Signature of Owner Date

CITY OF WATERLOO

Council Communication

Sale and conveyance of City property located west of 3180 West Airline Highway, in the amount of $1.00, to RNK Investments, LLC, with five years of tax rebates of 50 percent, and approval of a Development and Minimum Assessment Agreement, in the amount of $822,000.00.

City Council Meeting: 5/16/2022
Prepared: 5/5/2022

ATTACHMENTS:

	Description	Type
	Development Agreement - RNK Investments.pdf	Backup Material
	Aerial Map	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 3180 West Airline Highway, in the amount of $1.00, with five years of tax rebates of 50 percent, to RNK Investments, LLC, and authorizing the Mayor and City Clerk to execute said document. Resolution approving a Development Agreement and Minimum Assessment Agreement, with RNK Investments, LLC, in the amount of $822,000.00, in conjunction with the development of a 16,800 square foot building, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	The City 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 16,800 square feet and second building will be 10,000 square feet. The company shall obtain a building permit within four months of the date of the agreement, and phase two shall begin within 36 months of this agreement. The property in question is located east of 3180 West Airline Highway.
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:	TIF rebates of five years at 50%

Legal Descriptions:	Phase One: Lots 4 and 5 of West Port, City of Waterloo, Black Hawk County, Iowa. Phase Two: Lot 3 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 _____, by and between RNK Investments, 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 Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Airport Area Development Plan area ("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 "Phase 1 Property" and the "Phase 2 Property") (collectively 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 the Project 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) general utility and right-of-way easements serving the Project 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 Phase 1 Property and the Phase 2 Property 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. One commercial building of approximately 16,800 square feet (the "Phase 1 Improvements").

B. Phase 2. One commercial building or addition of 10,000 square feet (the "Phase 2 Improvements").

Improvements completed within the schedule established by Section 5 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.

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 each phase of 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 Plans") to the City for review. Modified Plans shall be subject to approval by the City as provided in this Section. City shall approve the modified Plans in writing if: (a) the Modified Plans conform to the terms and conditions of this Agreement; (b) the Modified Plans conform to the terms and conditions of the urban renewal plan; (c) the Modified Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations and City permit and design review requirements; (d) the Modified Plans are adequate for purposes of this Agreement to provide for the construction of the Improvements, and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Plans or Modified Plans pursuant to this Section shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Plans or Modified Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

The Modified Plans must be rejected in writing by City within thirty (30) days of submission or shall be deemed to have been approved by the City. If City rejects the Modified Plans in whole or in part, Company shall submit new or corrected Modified Plans within thirty (30) days after receipt by Company of written notification of the rejection, accomplished by a written statement of the City specifying the respects in which Company's Modified Plans fail to conform to the requirements of this Section. The provisions of this Section relating to approval, rejection and resubmission of corrected Modified Plans shall continue to apply until the Modified Plans have been approved by the City; provided, however, that in any event Company shall submit Modified Plans which are approved by City prior to commencement of construction of the additional or modified Improvements.

Approval of the Plans or Modified Plans by the City shall not relieve Company of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, state and local laws, ordinances and regulations, nor shall approval of the Plans or Modified Plans by City be deemed to constitute a waiver of any Event of Default. Approval of Plans or Modified Plans hereunder is solely for

purposes of this Agreement and shall not constitute approval for any other City purpose nor subject the City to any liability for the Improvements as constructed.

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 to Company and that without said commitment City would not do so.

A. Deadlines to commence and complete. Company must obtain a building permit and begin construction on Phase 1 Improvements within four (4) months after the date of this Agreement (the "Phase 1 Start Date") and Substantially Complete construction within twelve (12) months after the date of this Agreement (the "Phase 1 Completion Deadline"). Company must obtain a building permit and begin construction of Phase 2 Improvements within thirty-six (36) months after the date of this Agreement (the "Phase 2 Start Date") and must Substantially Complete construction of same within twelve (12) months after commencement of construction (the "Phase 2 Completion Deadline"). For purposes of this Agreement, "Substantially Completed" means the date on which the Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto. All deadlines are subject to Unavoidable Delays as defined in paragraph B below. Also see Section 10.

B. Events triggering termination and/or reverter of title. If, by the Phase 1 Start Date or the Phase 2 Start Date, as applicable, Company has not in good faith begun construction of the Improvements upon the Project 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 respective Start Date or within any agreed period of extension and is stopped and/or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each such condition or event being an "Unavoidable Delay"), the requirement that construction is to be Substantially Completed by the respective Completion Deadline shall be tolled for a period of time equal to the period of such stoppage or delay. If construction is not Substantially Completed by the respective Completion Deadline or within the allowed period of extension, then 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 to Substantially Complete said 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, and City shall have no duty to reimburse Company for any costs expended by Company with respect to the Project or to compensate Company for any value added to the Project Property by any improvements. For

clarification, Company's failure to meet applicable deadlines with respect to construction of Phase 1 Improvements will result in a reverter of title as to the entire Project Property, but Company's failure to meet applicable deadlines with respect to construction of Phase 2 Improvements will result in a reverter of title only as to the Phase 2 Property.

6. **Reverter of Title; Indemnity.** In the event of any reverter of title, Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to a special warranty deed, or take such other actions as the City may reasonably request to effectuate said reverter and to deliver to City title to the Project Property, free and clear of any lien, claim, charge, security interest, mortgage or encumbrance (collectively, "Liens") arising by or through Company. Concurrently with delivery of the deed, Company shall also deliver to City the abstract of title. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the Project 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.

If title reverts only as to the Phase 2 Property, then City shall execute one or more instruments granting to Company such easements for ingress and egress over and across such property as may be reasonably necessary for Company's use of the Phase 1 Property.

7. **No Encumbrances; Limited Exception.** Until the Improvements are Substantially Completed, 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 $822,000.00 (the "Phase 1 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 a separate amendment to the MAA 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 Phase 2 Improvements shall increase the minimum actual value of the Project Property by no less than $475,000.00.

10. **Tax Rebates.** Provided that Company has Substantially Completed Phase 1 and 2 Improvements before the Phase 2 Completion Deadline or allowed extension, City agrees to rebate property tax (with the exceptions noted below) with respect to 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 (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 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 Phase 1 and Phase 2 Improvements on the Property are completed prior to January 1, 2026 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, 2026 assessed value would be for the Fiscal Year ending June 30, 2028, with the taxes payable one-half by September 30, 2027 and one-half by March 31, 2028, then the first Rebate could be applied for after March 31, 2028 and prior to April 1, 2029.

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 the Improvements are Substantially Completed, Company shall make such reports to City, in such detail and at such times as may be reasonably requested by City, as to the actual progress of Company with respect to construction of the Improvements.

C. Company will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Improvements.

D. Company will comply with all applicable land development laws and City and county ordinances, and all laws, rules and regulations relating to its

businesses, other than laws, rules and regulations where the failure to comply with the same or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, or condition, financial or otherwise, of Company.

E. 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, or applicable portion thereof, 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, or applicable portion thereof, 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, or applicable portion thereof, and related site improvements, will equal or exceed the assessor's minimum actual value for the Project Property, or applicable portion thereof, 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 conveyed to it. Company agrees that (1) it will not seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute or regulation relating to the taxation of real property included within the 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 arising after Company's acquisition of the same or resulting from any defect in the Improvements. The indemnified parties shall not be liable for any damage or injury to the persons or property of Company or its directors, officers, employees, contractors or agents, or any other person who may be about the 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 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. 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, any part of 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 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.

Materiality of Company's Promises, Covenants, Representations, Warranties. Each and every promise, covenant, representation, and warranty set this Agreement on the part of Company to be performed is a material term of agreement, and each and every such promise, covenant, representation, and constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, would not have entered this Agreement. Upon breach of any promise or covenant, event of the incorrectness or falsity of any representation or warranty, City its sole option and in addition to any other right or remedy available to it, this Agreement and declare it null and void.

Performance by City. Company acknowledges and agrees that all of the of City under this Agreement shall be subject to, and performed by City in with, all applicable statutory, common law or constitutional provisions and consistent with City's lawful authority. All covenants, stipulations, promises, and obligations of City contained in this Agreement shall be deemed to be 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 6245 Partners Avenue, Marion, Iowa 52302, Attention: President.

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.

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

RNK INVESTMENTS, LLC

By: _____
Ronald L. Koelker, President

EXHIBIT "A"

Legal Description of Project Property

Phase 1 Property: Parcel being platted as Lots 4 and 5 of West Port, City of Waterloo, Black Hawk County, Iowa.

Phase 2 Property: Parcel being platted as Lot 3 of West Port, City of Waterloo, Black Hawk County, Iowa.

§ 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 Phase 1 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

RNK INVESTMENTS, LLC

By: _____
Ronald L. Koelker, President

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

On this 13th day of April, 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)

BAILEY JONES
Commission Number 835625
My Commission Expires
November 10, 2024

Subscribed and sworn to before me on April 13th, 2022, by Ronald L. Koelker as President of RNK Investments, LLC.

Bailey Jones
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 Eight Hundred Twenty-two Thousand Dollars ($822,000.00) 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)

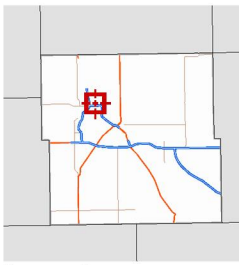
Subscribed and sworn to before me on _____, 2022, by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

_____
Notary Public

Beacon™ Black Hawk County, IA



Overview



Legend

Water

Date created: 5/5/2022
Last Data Uploaded: 5/4/2022 11:19:14 PM

Developed by Schneider GEOSPATIAL

CITY OF WATERLOO

Council Communication

Resolution approving a variance to the requirements of the Subdivision Ordinance in Section 11-1-13 Variances, relating to the approval of the Preliminary Plat of Paradise Estates Addition, subject to the condition that any final plat or final plats for any portion of the approved Preliminary Plat of Paradise Estates Addition submitted for approval on or prior to May 14, 2024 shall be subject to any new zoning restrictions or subdivision regulations adopted by the City of Waterloo prior to submittal of any such Final Plat for any portion of said area.

City Council Meeting: 5/16/2022
Prepared: 4/29/2020

ATTACHMENTS:

Description	Type
2022 Variance Request Petition	Backup Material
Aerial Photo	Backup Material
Public Comment 1	Backup Material
Public Comment 2	Backup Material

SUBJECT:	Resolution approving a variance to the requirements of the Subdivision Ordinance in Section 11-1-13 Variances, relating to the approval of the Preliminary Plat of Paradise Estates Addition, subject to the condition that any final plat or final plats for any portion of the approved Preliminary Plat of Paradise Estates Addition submitted for approval on or prior to May 14, 2024 shall be subject to any new zoning restrictions or subdivision regulations adopted by the City of Waterloo prior to submittal of any such Final Plat for any portion of said area.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Resolution approving a variance to the requirements of the Subdivision Ordinance in Section 11-1-13 Variances, relating to the approval of the of the Preliminary Plat of Paradise Estates Addition, located near the northeast corner of Kimball Avenue and West Orange Road. The subdivision ordinance requires that a final plat be filed within one year of approval of the preliminary plat. The preliminary plat was approved on May 14, 2018 by the city council and the city council granted a variance in May of 2019 to the Subdivision Ordinance to allow that time period to be extended to May 14, 2020 and another variance to extend the timeframe until May 14, 2022. The owner is requesting another variance to the timeframe for final platting but for a two year timeframe to May 14, 2024. Staff has researched and found that the Subdivision Ordinance would allow for two years. Due to the preliminary plat being approved, staff does not believe that issuance of the variance would be detrimental to public safety, health, welfare or in any way injurious to adjacent property.

Staff is adding a condition that any final plat or final plats for any portion of the approved Preliminary Plat of Paradise Estates Addition submitted for approval on or prior to May 14, 2024 shall be subject to any new zoning restrictions or subdivision regulations adopted by the City of Waterloo prior to submittal of any such Final Plat for any portion of said area.

City staff, council members, and Mayor Hart met with the developer and Orange Neighborhood Association following the May 2, 2022 council meeting. As part of the discussion Orange Neighborhood Association requested the following items be included as a condition of the variance. The conditions are as follows:

WHEREAS, the Orange Neighborhood Association, a City of Waterloo Recognized Neighborhood Association, (ONA) has asked for certain commitments associated with the approval of this variance, the City and developer hereby commit as follows:

Neighborhood Impact:

1) Commitment to good communication between all parties, including meetings between the City, developer, and ONA as needed to provide milestone updates.
2) Commitment to adherence to traffic and safety studies, and to take action regarding identified issues.
3) Commitment to work with Waterloo Waterworks to address water issues, including water pressure, to the existing ONA area and proposed development.
4) Commitment to work with Waterloo Community School District regarding issues that relate to Orange Elementary School.
5) Commitment to work with the Complete Streets Advisory Committee and Leisure Services Commission on improvements to the proposed development that relate to complete streets and recreational opportunities.

Data/Analysis and Strategies: Subdivision Ordinance

Implementation, Accountability, and Communication: N/A

Expenditure Required/Source of Funds: None

PETITION FOR VARIANCE

COMES NOW the undersigned, Paradise Acres, LLC ("Owner"), current owner of Paradise Estates Addition located next to 5805 Kimball Avenue, Waterloo, Iowa between Kimball Avenue and Highway 21 and north of East Orange Road and states as follows:

1. Owner's predecessor, Hope M. Anderson, filed a Preliminary Plat for Paradise Estates Addition which was approved by the city council of the City of Waterloo, Iowa on May 14, 2018, said Resolution No. 2018-321, a copy of which is attached hereto and marked Exhibit "A".

2. That Hope M. Anderson had not yet finalized a portion of said Paradise Estates Addition to be presented for Final Plat approval. Said city code provides that a Final Plat should be filed within one year of the approval of the Preliminary Plat which would mean on or before May 14, 2019.

3. On May 6, 2019, a Petition for Variance was filed by Hope M. Anderson which was taken up and approved at the city council meeting on May 13, 2019 extending the final plat for approval for one year from that date, a copy of said Resolution No. 2019-360 attached hereto and marked Exhibit "B".

4. That in accordance with City of Waterloo Code Ordinance 1.14 Variances, Hope M. Anderson requested a variance to allow him another two year period to and including May 14, 2022 in order to provide to the city for Final Plat approval a portion of Paradise Estates Addition which was taken up and approved at the city council meeting on May 4, 2020 extending the final plat for approval to May 14, 2022, a copy of said Resolution No. 2020-311 attached hereto and marked Exhibit "C".

5. Owner is requesting a variance to allow it another one-year period to and including May 14, 2023, in order to provide to the City for Final Plat approval a portion of Paradise Estates Addition.

6. In accordance with said 1.14 Variances provisions under (1) General, this request is made to avoid the City of Waterloo, Iowa and its planning, programming and zoning staff from revisiting this addition which has already been approved given that no changes have been made to the property originally approved as Paradise Estates Addition on May 14, 2018, other than the passage of time from then until now.

7. Owner, pursuant to Variance provision 1.14(1)(a) does not see that extending the time to produce a Final Plat on a portion of Paradise Estates Addition is in any way detrimental to any public safety, health, welfare or in any way is injurious to adjacent property.

8. Owner states under Variance provision 1.14(1)(b) that this variance is unique as to this property only and will not affect any other property as he continues work to prepare for presentation a portion of the Final Plat of Paradise Estates Addition to the City of Waterloo and

its planning, programming and zoning department and for presentation to the Waterloo City Council.

9. Pursuant to Variance provision 1.14(1)(c) Hope M. Anderson believes that the surroundings of this property to the new Orange Elementary School is critical for proper development in light of the new Orange Elementary School. Owner as the owner of Paradise Estates Addition wants to produce the most appropriate development that will surround the new Orange Elementary School as this addition will be in effect alongside said new school for many years to come.

10. That in accordance with Variance provision 1.14(1)(d), this request for an extension to be able to produce a Final Plat for a portion of Paradise Estates Addition will not in any manner vary the provisions of the zoning ordinance, comprehensive plan or official street plan for this addition.

Again, this Petition is presented to essentially gain an extension for Final Plat approval for at least a portion of the Paradise Estates Addition, said extension through this Variance Petition request to be up to and including May 14, 2023.

Dated April 8, 2022.

Respectfully submitted,

Paradise Acres, LLC

H. M. Anderson

By: Hope M. Anderson
Its: Manager
100 Anderson Drive
Waterloo, IA 50701

Exhibit "A"

Prepared by LeAnn M. Even, Deputy City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, 319-291-4323.

RESOLUTION NO. 2018-321

RESOLUTION APPROVING A REQUEST BY HOPE M. ANDERSON, FOR THE PRELIMINARY PLAT OF 129.16 ACRES FOR THE PARADISE ESTATES ADDITION, LOCATED NEXT TO 5805 KIMBALL AVENUE, BETWEEN KIMBALL AVENUE AND HIGHWAY 21, AND NORTH OF EAST ORANGE ROAD, TO ALLOW FOR THE DEVELOPMENT OF 209 RESIDENTIAL LOTS AND NINE LAND TRACTS FOR THE SUBDIVISION.

WHEREAS, on this 14th day of May 2018, at a regular meeting of the City Council of the City of Waterloo, Iowa, the preliminary plat of the Paradise Estates Addition, a 209-lot subdivision located next to 5805 Kimball Avenue, between Kimball Avenue and Highway 21, and north of East Orange Road, was presented for approval by Hope M. Anderson, and

WHEREAS, said preliminary plat has been previously submitted to and was approved by the City of Waterloo City Planning, Programming and Zoning Commission on April 3, 2018, and

WHEREAS, said Preliminary Plat has been considered and should receive approval of this Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, the preliminary plat of the Paradise Estates Addition, a 209-lot subdivision located next to 5805 Kimball Avenue, between Kimball Avenue and Highway 21, and north of East Orange Road, Black Hawk County, Iowa, is hereby approved.

PASSED AND ADOPTED this 14th day of May 2018.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle
City Clerk

CERTIFICATE

I, Kelley Felchle, City Clerk of the City of Waterloo, Iowa, do hereby certify that the preceding is a true and complete copy of Resolution No. 2018-321 as passed and adopted by the City Council of the City of Waterloo, Iowa, on the 14th day of May 2018.

Witness my hand and seal of office this 14th day of May 2018.

Kelley Felchle
City Clerk

SEAL

Exhibit "B"

Prepared by LeAnn M. Even, Deputy City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4323.

RESOLUTION NO. 2019-360

RESOLUTION APPROVING A VARIANCE TO THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE IN SECTION 11-1-13 VARIANCES, RELATING TO THE APPROVAL OF THE PRELIMINARY PLAT OF PARADISE ESTATES ADDITION.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, that the variance to the requirements of the Subdivision Ordinance in Section 11-1-13 Variances, relating to the approval of the Preliminary Plat of Paradise Estates Addition, is hereby approved.

PASSED AND ADOPTED this 13th day of May 2019.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle
City Clerk

EXHIBIT C

Prepared by LeAnn M. Even, Deputy City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4323.

RESOLUTION NO. 2020-311

RESOLUTION APPROVING A VARIANCE TO THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE IN SECTION 11-1-13 VARIANCES, RELATING TO THE APPROVAL OF THE PRELIMINARY PLAT OF PARADISE ESTATES ADDITION, SUBJECT TO THE CONDITION THAT ANY FINAL PLAT OR FINAL PLATS FOR ANY PORTION OF THE APPROVED PRELIMINARY PLAT OF PARADISE ESTATES ADDITION SUBMITTED FOR APPROVAL ON OR PRIOR TO MAY 14, 2022 SHALL BE SUBJECT TO ANY NEW ZONING RESTRICTIONS OR SUBDIVISION REGULATIONS ADOPTED BY THE CITY OF WATERLOO PRIOR TO SUBMITTAL OF ANY SUCH FINAL PLAT FOR ANY PORTION OF SAID AREA.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, that the variance to the requirements of the Subdivision Ordinance in Section 11-1-13 Variances, relating to the approval of the Preliminary Plat of Paradise Estates Addition, subject to the condition that any final plat or final plats for any portion of the approved Preliminary Plat of Paradise Estates Addition submitted for approval on or prior to May 14, 2022 shall be subject to any new zoning restrictions or subdivision regulations adopted by the City of Waterloo prior to submittal of any such Final Plat for any portion of said area, is hereby approved.

PASSED AND ADOPTED this 4th day of May 2020.

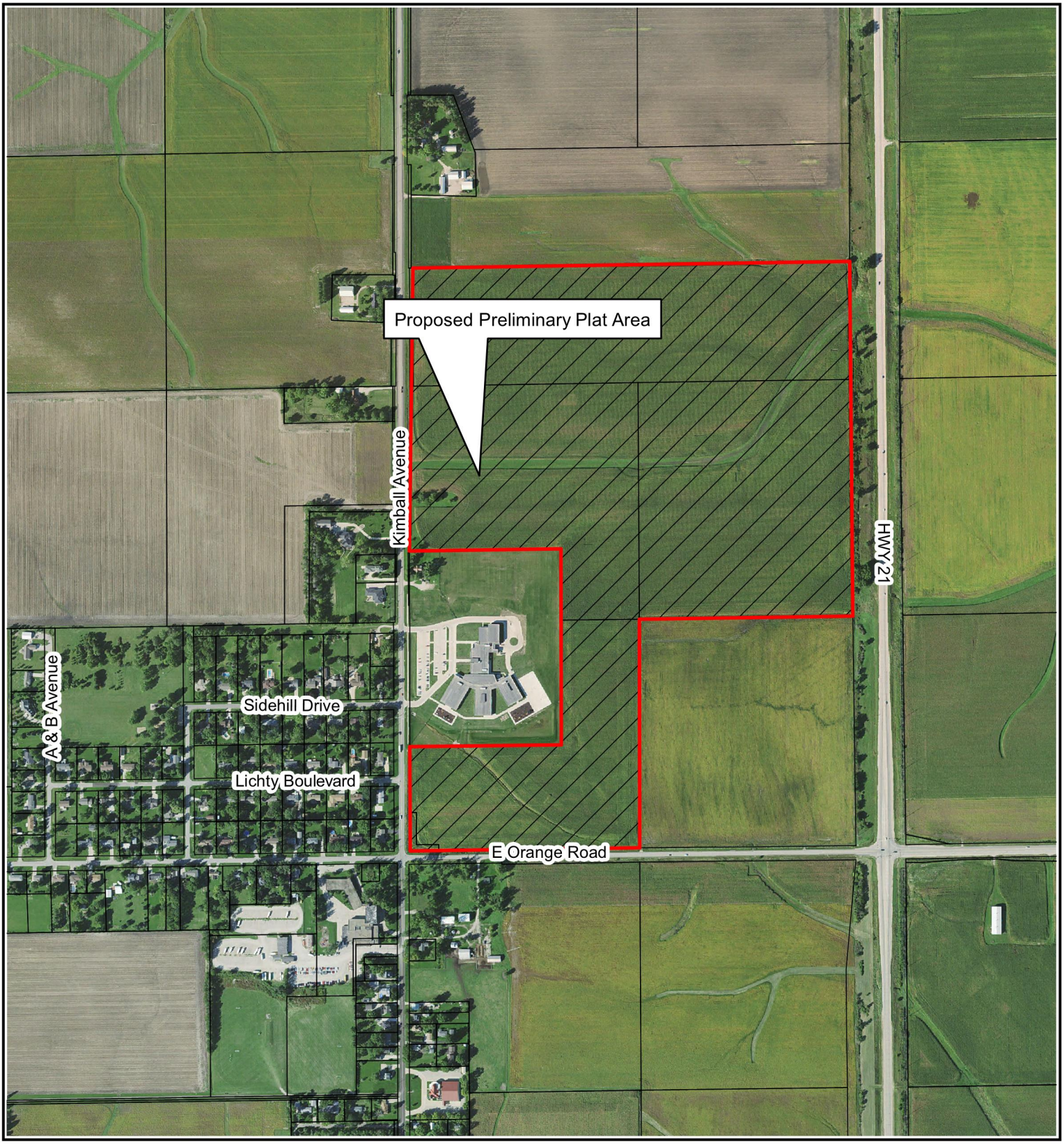
Quentin Hart, Mayor

ATTEST:

Kelley Felchle
City Clerk

CITY WATERLOO IOWA SEAL

City of Waterloo Planning, Programming and Zoning Commission
April 3, 2018



N
W E
S

750 375 0 750 Feet

Waterloo Iowa

E of 5805 Kimball Avenue
Preliminary Plat
Paradise Estates
Hope M Anderson

KELLEY FELCHLE

From: Kendra Wyatt
Sent: Monday, May 2, 2022 8:24 AM
To: QUENTIN HART; COUNCIL MEMBERS; KELLEY FELCHLE
Subject: FW: Resolution 9 on council agenda for May 2.2022

From: wildflowers1@mediacombb.net <wildflowers1@mediacombb.net>
Sent: Saturday, April 30, 2022 5:58 AM
To: Mayor <Mayor@WATERLOO-IA.ORG>
Subject: Resolution 9 on council agenda for May 2.2022

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

Dear Councilperson: This letter is one of total agreement in support of the letter/information/recommendations you have already received from our Orange Neighborhood Chairperson , Mike Henning. As members of our Orange neighborhood for over 50 years and active members in 2018 when our neighbors overflowed the council chambers out of concern regarding how Paradise Estates would evolve, we believe more then adequate time has been allowed for development of the original plat. We also requested of the Waterloo Water Works during that original plat planning time that an answer to our areas lack of water pressure occur before adding 200 additional homes to the area. We continue to lack enough water pressure in our Orange community for the existing homes to shower, water gardens, or perform multiple water tasks at the same time. Please VOTE AGAINST Resolution 9 for yet one more extension for Paradise Estates at your May 2.2022 council meeting. Thank you. Concerned citizens, Bob and Trudie Friedly, 145 West Orange Road.

KELLEY FELCHLE

From: Kendra Wyatt
Sent: Friday, April 29, 2022 8:22 AM
To: QUENTIN HART; KELLEY FELCHLE
Subject: FW: Third extension

From: Mary Sandberg <maryhsandberg@gmail.com>
Sent: Thursday, April 28, 2022 6:35 PM
To: Mayor <Mayor@WATERLOO-IA.ORG>; Jonathan Grieder <Jonathan.Grieder@WATERLOO-IA.ORG>; Rob Nichols <Rob.Nichols@WATERLOO-IA.ORG>; Dave Boesen <Dave.Boesen@WATERLOO-IA.ORG>; Ray Feuss <Ray.Feuss@WATERLOO-IA.ORG>; Jerome Amos Jr <Jerome.Amos@WATERLOO-IA.ORG>; Nia Wilder <Nia.Wilder@WATERLOO-IA.ORG>; John Chiles <John.Chiles@WATERLOO-IA.ORG>
Subject: Third extension

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

Dear City Leaders:

Reference: Resolution 9 on May 2, 2022, City Council Agenda

The Orange Neighborhood Association of Waterloo:

A. <u>OPPOSES a Third Extension Variance for Paradise Estates</u> final plat or partial plat(s).

Preliminary Plat was approved in May 2018, Final plat extensions granted in 2019 (1 year) and again in 2020 (2 years).

- Attached Waterloo Courier article entitled *"**Trouble in Paradise: Inactivity on Waterloo housing project upsets city leaders**" from May 6, 2020* is a good refresher of the 2020 council discussion.
- The Current City Council and Current Planning and Zoning Commission SHOULD EXPECT a NEW PRELIMINARY PLAT to review and approve. Only Councilman Amos and Commissioners Wilber and Holdiman remain from May 2018 preliminary plat discussions.
- There are some IMPORTANT expectations the 2018 City Council wanted met BEFORE a Final Plat would be considered… Including a comprehensive SAFETY STUDY still NOT done!

- Anderson Enterprises RECENT advertisements for developers in the Waterloo Courier "*Gallery of Homes*" magazine indicates the plan has SIGNIFICANT changes from 2018.

  Note: Orange Neighborhood Association has received NO communication from Hope Anderson or Anderson Enterprises since May 2018… even After communication was recommended by Mayor Hart in 2020…… so we don't know details.

- There are also significant changes in the area located around the proposed addition, increasing the 2018 concerns of Safety, Water, Traffic, recreation area, etc. that now need included.

B. <u>SUPPORTS the position Dave Boesen stated in the 2020 extension discussion.</u>

a. "*<u>Juon, Dave Boesen and Jonathan Grieder voted against the variance, with Boesen saying Anderson could come back with a new preliminary plat when he had developers on board willing to begin work</u>*." (From attached May 6, 2020 article)

- Interesting notes:

a. Property Owner changed July 1, 2020 Owner: Hope M Anderson - 100 Anderson Drive

To: 4 parcels Owner: Paradise Acres LLC -- PO Box 777 (*Owners?*)

b. The entire property recently fertilized for a 2022 corn crop indicating a farm lease through March 1, 2023….. So, it's not "shovel ready" until at least then, even if current owner has finally found a developer and related group to replace the complete group Anderson Enterprises had in 2018.

<u>Again – Please deny the Third extension request. A new Preliminary Plat IS needed.</u>

Thank you for hearing our Concerns.

Terry and Mary Sandberg

230 West Orange Rd.

CITY OF WATERLOO

Council Communication

Resolution approving policy for recreational fires, and rescinding Resolution No. 2003-230.

City Council Meeting: 5/16/2022
Prepared: 4/29/2022

ATTACHMENTS:

	Description	Type
🗋	Policy | Recreational Fire	Backup Material

SUBJECT:	Resolution approving policy for recreational fires, and rescinding Resolution No. 2003-230.
Submitted by:	Submitted By: Pat Treloar, Fire Chief

This Resolution prepared by Kelley Felchle, City Clerk, 715 Mulberry Street, Waterloo, Iowa.

RESOLUTION NO. 2022-XXX

RESOLUTION APPROVING POLICY FOR RECREATIONAL FIRES.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WATERLOO, IOWA, that the Policy for Recreational Fires, be and the same is hereby approved as follows:

Recreational Fires are allowed in the City of Waterloo. Recreational fires are not required to be reported to the fire department prior to the burn. A recreational fire is a campfire started for the enjoyment of a person or person(s). These fires are generally used for outdoor cooking or just to sit by for the enjoyment of those present.

The following rules do apply to recreational fires:

1. The fire can be no larger than 3 feet wide in diameter and 2 feet tall in height.

2. The fire must be constructed in a fire "ring" or pit at least 25 feet away from any combustible material or structure.

3. The wind speed must be below 20 miles per hour.

4. Buckets, shovels, garden hose or fire extinguisher should be readily available for use at recreational fires.

5. Notify your neighbors about your recreational fire.

6. The wood to be burned shall be clean and produce little detectable smoke or odor.

7. The fire must be attended at all times by at least one responsible person 18 years or older.

   The following items are not to be burned within the city limits:

Leaves	Grass	Garbage	
Tires	Dead Animals	Rubber Products	
Tar	Contaminated Wood	Brush Piles	
Paint	Used Oil	Plastic	Construction Materials

8. The fire must be completely extinguished before leaving it unattended.

9. The fire department is authorized to require that recreational fires be immediately discontinued if the fire department determines that smoke emissions are offensive to occupants of surrounding property or if the fire is determined to constitute a hazardous condition.

PASSED AND ADOPTED this XX day of May, 2022.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

Resolution approving a two-year School Resource Officer Agreement with the Waterloo Community School District, to provide six (6) School Resource Officers in the schools for FY 2023, in the amount of $308,053.00 and FY 2024 in the amount of $323,455.00, to include funding for officer training, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 5/16/2022
Prepared: 4/16/2022

ATTACHMENTS:

	Description	Type
🗋	SRO CONTRACT FY 23 and 24	Backup Material

SUBJECT:	Resolution approving a two-year School Resource Officer Agreement with the Waterloo Community School District, to provide six (6) School Resource Officers in the schools for FY 2023, in the amount of $308,053.00 and FY 2024 in the amount of $323,455.00, to include funding for officer training, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Capt. Aaron McClelland
Recommended Action:	Request that the City Council pass a resolution authorizing Mayor Hart to sign the School Resource agreement with Waterloo Community School District to provide 6 (six) School Resource Officers in the schools for the FY 23 generating revenue of $308,053.00 and FY 24 $323,455.00.
Summary Statement:	This is a two year contract which will provide 6 (six) Police Officers in the Waterloo Community Schools and generate $631,508 revenue for the city of Waterloo.

Expenditure Required/Source of Funds: None

SCHOOL RESOURCE OFFICERS' AGREEMENT

This Agreement is entered into this __1st__day of July, 2022 by and between the Waterloo Community School District, whose address for purposes of this Agreement is 1516 Washington Street, Waterloo, Iowa, 50702 (hereinafter "School") and the City of Waterloo by and through its Police Department, whose address for purposes of this Agreement is 715 Mulberry Street, Waterloo, Iowa, 50703 (hereinafter "Police").

RECITALS

WHEREAS, School desires to provide positive role models for its students by having present uniformed Police School Resource Officers (SRO) to three (3) middle, two (2) high schools and one (1) at the District's alternative school; and

WHEREAS, School and Police endeavor to provide a cooperative effort in making accessible and responsive SRO to the schools, students, staff, and teachers; and

WHEREAS, Police desire to participate in this cooperative effort; and

WHEREAS, SRO can and will provide students with a positive alternative to substance abuse and/or gang activity through the introduction and presentation of the substance abuse and violence awareness program.

WHEREAS, the presence of SRO in School will allow the prevention and detection of delinquency among the students through the cooperative education and preventive measures of School and Police, with the efficacy of a productive learning atmosphere free of crime, violence, and substance abuse.

WHEREAS, prohibits the SROs from becoming involved in formal school discipline situations that are the responsibility of the school administrator.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows.

A. DEFINITION OF TERMS.

1. Parent: A natural or adoptive mother or father, but does not include a mother or father whose parental rights have been terminated.

2. Guardian: A person who is not a parent of a child, but who has been appointed by the court or juvenile court having jurisdiction over the child, to make important decisions which have a permanent effect on the life and development of that child, and to provide for the general welfare of the child.

3. Custodian: A step-parent or a relative within the fourth degree of consanguinity to a minor child who has assumed responsibility for that child, a person who has accepted a release of custody, or a person appointed by a court or juvenile court having jurisdiction over a child.

4. Child: A person under 18 years of age.

5. Taking into Custody: An act, which would be governed by the laws of arrest under the criminal code if the subject committing the act were an adult. The taking into custody of a child is subject to all constitutional and statutory protections, which are afforded an adult upon arrest.

6. Delinquent Act:

   a. The violation of any state law or local ordinance that would constitute a public offense if committed by an adult except any offense which by law is exempt from the jurisdiction of the Juvenile code.

   b. The violation of a federal law or a law of another state whose violation constitutes a criminal offense if the case involving that act has been referred to Juvenile Court.

B. DURATION

1. The term of this Agreement shall be for 2 years.
   i. Year one (1) 3% increase
   ii. Year two (2) 5% increase

2. Payments. The costs of this Agreement may, at the written request of either party, be reviewed every year in order to reach a mutually acceptable agreement.

3. In the event School fails to receive funding for any year, School may exercise its option to terminate this Agreement by giving at least one hundred twenty (120) days written notice of that intent to the contact person in this Agreement.

C. ADMINISTRATIVE PROCEDURES

1. The Waterloo Police Department agrees to:

   a. Assign six (6) uniformed Police Officers to the Waterloo Police/Waterloo Community Schools/Police School

Resource Officer Unit. A Supervisor appointed by the Chief of Police will directly supervise this unit.

b. Provide a police vehicle, uniforms, and related equipment and ensure that all SROs be carefully selected law enforcement officers who have received specialized SRO training in the use of police power and authority in a school environment. Waterloo Schools agrees to pay up to $1000.00 per officer for training.

c. Pay overtime costs of School Resource Officers required to attend after-hour school functions at the school to which they are assigned, other than scheduled events such as: football, basketball, wrestling, baseball, dances, etc.

2. The Waterloo Community School District agrees to:

a. Year one (1) of contract provide Three Hundred and Eight Thousand and Fifty Three Dollars ($308,053.00) for the fiscal year, which shall begin on July 1, 2022 and end on June 30th 2023 of the following year. Waterloo Community School District shall make two (2) payments totaling Three Hundred and Eight Thousand and Fifty Three Dollars ($308,053.00) to the Waterloo Police Department. The first payment due on November 1 2022 and the second payment due on April 1 2023 of the year subsequent to November 1. Year two (2) of contract provide Three Hundred Twenty Three Thousand Four Hundred and Fifty Five Dollars. ($323,455.00) for the fiscal year, which shall begin on July 1, 2023 and end on June 30th 2024 of the following year. Waterloo Community School District shall make two (2) payments totaling Three Hundred Twenty Three Thousand Four Hundred and Fifty Five Dollars. ($323,455.00) to the Waterloo Police Department. The first payment due on November 1 2023 and the second payment due on April 1 2024 of the year subsequent to November 1.

b. Provide the School Resource Officer accessible office space, and basic office furnishings including a telephone, desk top and any other necessary school materials.

c. Provide all drug awareness instructional and hand out materials at each of the three middle schools. Provide appropriate curriculum instructional materials to be used in the Waterloo Community Schools.

d. Arrange for and pay off-duty police officers that are requested for after-hour school activities (football, baseball, basketball, wrestling, dances, etc.) at the officer's current time and a half rate of pay with a two (2) hour minimum. These events will be filled with officers assigned from the SRO unit unless other arrangements are made through the SRO supervisor. The Waterloo Community Schools will be billed directly for these events by the Waterloo Police Department once a month, at the officer's current time and a half rate of pay.

e. For major events defined as Homecoming dance, Prom dance, and Winter Formal, the SRO assigned to the school holding the event will be directed to work said event, unless other arrangements are made through the SRO supervisor. For these specific events, the SRO and any additional off-duty officers will be compensated at the officer's time-and-a-half rate of pay. The Waterloo Community Schools will be billed directly for these events by the Waterloo Police Department once a month, at the officer's current time and a half rate of pay.

f. We (Waterloo Schools) agree to provide de-escalation training to the appropriate employees, including Administrators. Additionally, we will provide and pay for SROs to be part of this same training to increase awareness of the protocol administrators will use.

g. The Waterloo Community School District will pay $75.00 per month to each SRO and the SRO Supervisor for a cell phone stipend. This will occur while school is in session (August thru June of the following year). Each SRO and the SRO supervisor will agree to allow the Waterloo Community School District to have and use their (SRO's) personal cell phone number for the purpose of communication for school related business.

3. The Waterloo Community School District and the Police Department agree that the School Resource Officers shall be selected from volunteer police applicants through a formal interview process. The formal interview panel shall include school staff, police personnel, and community persons.

4. The contact person for School shall be the Executive Director of Student and At-Risk Services, 1516 Washington Street, Waterloo, IA 50702, (319) 433-1801.

The contact person for Police shall be the SRO Supervisor, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4340, Ext 3206.

5. The School Resource Officer's area of concern has to do with public law and its application. The School Resource Officers are not responsible for enforcement of school policies. The School Resource Officer is to act as a member of the school's team and report infractions of school policy to appropriate school personnel.

CITY OF WATERLOO, IOWA
POLICE DEPARTMENT

By:_____
Quentin M. Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Quentin M. Hart and Kelley Felchle, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council as contained in the Resolution adopted by the City Council, under Council Acton No. _____ of the City Council on the _____ day of _____, 2022, and that Quentin M. Hart and Kelley Felchle acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

WATERLOO COMMUNITY SCHOOL DISTRICT

By: Sue Flynn
Sue Flynn
School Board President

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

This instrument was acknowledged before me on this 25th day of April, 2022, by Sue Flynn, as School Board President, for the Waterloo Community School District.

Pamela G. Arndorfer
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
PAMELA G ARNDORFER
Commission Number 766854
My Commission Expires
2-24-2023

CITY OF WATERLOO

Council Communication

Resolution approving an Encroachment Agreement with VI2, LLC for a portion of Kimball Avenue and San Marnan Drive City right-of-way located in the "C-1, C-Z" Conditional Zoning District east of 1029 Peoples Square, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 5/16/2022
Prepared: 5/4/2022

ATTACHMENTS:

Description	Type
City Council Packet	Backup Material

SUBJECT: Resolution approving an Encroachment Agreement with VI2, LLC for a portion of Kimball Avenue and San Marnan Drive City right-of-way located in the "C-1, C-Z" Conditional Zoning District east of 1029 Peoples Square, 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

Resolution approving an encroachment agreement with VI2, LLC for an Encroachment Agreement for a portion of Kimball Avenue and San Marnan Drive City right-of-way located in the "C-1, C-Z" Conditional Zoning District east of 1029 Peoples Square and authorizing the Mayor and City Clerk to execute said document.

The site is zoned "C-1, C-Z" Conditional Commercial District and has been zoned as such since the adoption of the Zoning Ordinance 3770 on March 4, 1991, when it was rezoned from "C-1" Commercial District. Neighboring land uses and zoning:
North – Commercial zoned "C-1" Commercial District.
South – San Marnan Drive and Commercial zoned "C-2, C-Z" Conditional Commercial District.
East – Kimball Avenue, Commercial and Residential zoned "C-1" Commercial District, "R-4" Multiple Residence District, and "R-3" Multiple Residence District.
West – Commercial zoned "C-1, C-Z" Conditional Commercial District and "C-1" Commercial District.

This area is not located in a flood plain as indicated by the Flood Insurance Rate Map No. 1900025 0303F.

The Future Land Use Map designates the area as *Commercial*, and this request would be in compliance with the Future Land Use Map and Comprehensive Plan.
The applicants are requesting an Encroachment Agreement for two sections

Summary Statement:

of the City right-of-way at the corner of San Marnan Drive and Kimball Avenue to construct a new building that will replace a building that was demolished.

The applicant worked with the engineering department to determine how much right-of-way the city can have an encroachment area and maintain existing utilities.

There are no sidewalks on either street, and it does not appear that sidewalks will be practical in the area to be vacated.

Site lines and utility access will be maintained, including the overhead electrical lines. Easements will be retained for the sewer line to the north and the overhead electric lines that run along Kimball Avenue.

The Complete Streets Advisory Committee discussed the possibility of requiring sidewalks to be installed along Kimball Avenue but did not make a recommendation.

The applicant both applied for an Encroachment Agreement and to vacate a portion of City right-of-way at the corner of San Marnan Drive and Kimball Avenue. They were approved for both by the Planning and Zoning Commission on April 12, 2022. The applicant decided to take the Encroachment Agreement route due to timeliness and may request to vacate the property in the future.

Therefore, staff recommends the request for an encroachment agreement along portions of Kimball Avenue and San Marnan Drive right-of-way located in the "C-1, C-Z" Conditional Zoning District be approved for the following reasons:

1. The request would not appear to have a negative impact on the surrounding area.
2. The request would not appear to have a negative impact on vehicular or pedestrian traffic in the area.
3. The area is not needed for right-of-way.

At their regular meeting on April 12, 2002, the Planning, Programming, and Zoning Commission unanimously recommended approval of the request to either vacate or approve an encroachment agreement over the area. The applicant is also looking at the option to vacate and purchase the area in question, but because the area in question was a former State highway and had portions acquired with federal funds, the requirements of Iowa Code 306.22 and 306.23 will have to be followed, which requires an appraisal and a formal notice and bidding process by the original owner and adjacent owners.

The request for an Encroachment Agreement will not have a negative impact on the surrounding neighborhood.

The request for an Encroachment Agreement would not appear to have a negative impact on vehicular traffic in the area as the area to be encroached

upon is not needed as City right-of-way. There are no sidewalks along Kimball Avenue or San Marnan Drive in this area; however, when Kimball Avenue was reconstructed several years ago, it was determined to be infeasible to put sidewalks in this section.

The proposed Encroachment Area would not appear to have a negative impact on drainage.

Neighborhood Impact:

Commercial properties were developed between 1974 and 2022.

Lou Henry Elementary is located 0.482 miles to the northwest, Hoover Middle School is located 0.5 miles to the northwest, and West High School is located 0.89 miles to the northeast.

There is an 8” sanitary sewer line in San Marnan Drive, a 36” storm sewer that is in a 20’ easement that goes diagonally across the northern portion of the property, and two 58” and 36” storm sewer that starts near the encroachment area at the corner of San Marnan Drive and Kimball Avenue and heads east. Three is overhead electric on the west side of Kimball Avenue.

Data/Analysis and Strategies:

Strategy 3.5: Continue to engage with local public partners to identify cost savings, streamline efforts, and improve efficiently in City operations and activities.

Expenditure Required/Source of Funds:

None

Legal Descriptions:

THIS PLAT REPRESENTS A SURVEY OF PARCEL "Q"
That part of the Southeast Quarter (SE 1/4) in Section No. 4, Township No. 88 North, Range No. 13 West of the Fifth Principal Meridian, City of Waterloo, Black Hawk County, Iowa, described as follows:

Beginning at the Southeasterly corner of Lot No. 2 in "Kaspend Addition" to the City of Waterloo, point being a set ½" rebar with license #23212; thence South 86°12½' West a distance of 17.6 feet to a set ½" rebar with license #23212;thence North 87°21½' West a distance of 83.65 feet to the Southeast corner of Parcel "A" per Plat of Survey dated 05/21/2001 recorded in Fee Book #2006 28544 in the Office of the Black Hawk County Recorder, point being a set ½" rebar with license #23212; thence along the South line of said Lot No. 2 South 88°28½' East a distance of 101.15 feet to the point of beginning.
Containing 80 sq. ft.
Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.

Note: The South line of said Lot No. 2 is assumed to bear South 88°28½' East for this description.

THIS PLAT REPRESENTS A SURVEY OF PARCEL "R"
That part of the Southeast Quarter (SE 1/4) in Section No. 4, Township No. 88 North, Range No. 13 West of the Fifth Principal Meridian, City of

Waterloo, Black Hawk County, Iowa, described as follows: Beginning at the Southeasterly corner of Lot No. 2 in "Kaspend Addition" to the City of Waterloo, point being a set ½" rebar with license #23212; thence along the Easterly line of said Lot No. 2 North 11°58¾' East a distance of 125.9 feet to the Southerly corner of Acquisition Plat dated 09/09/2014 recorded in File 2015-00004972 in the Office of the Black Hawk County Recorder, point being a set ½" rebar with license #23212; thence South 00°56¼' East a distance of 32.6 feet to a set ½" rebar with license #23212; thence South 12°22½' West a distance of 57.8 feet to a set ½" rebar with license #23212; thence South 22°42½' West a distance of 37.0 feet to the point of beginning. Containing 650 sq. ft.
Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.

REQUEST:	Request by VI2, LLC for an Encroachment Agreement for a portion of Kimball Avenue and San Marnan Drive City right-of-way located in the “C-1, C-Z” Conditional Zoning District east of 1029 Peoples Square.
APPLICANT(S):	VI2, LLC, 5140 South Fork Lane, Waterloo, IA 50701
GENERAL DESCRIPTION:	Request by VI2, LLC for an Encroachment Agreement for a portion of Kimball Avenue and San Marnan Drive right-of-way to allow for the redevelopment of Peoples Square.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request for an Encroachment Agreement will not have a negative impact on the surrounding neighborhood.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The request for an Encroachment Agreement would not appear to have a negative impact on vehicular traffic in the area as the Encroachment Area is not needed as a City right-of-way. There are no sidewalks along Kimball Avenue or San Marnin Drive in this area; however, when Kimball Avenue was reconstructed several years ago, it was determined to be infeasible to put sidewalks in this section.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN and COMPLETE STREETS POLICY.	The nearest trail is the Fisher Drive trail, located 0.914 miles to the southwest. Sidewalks are located along Brookeridge Drive one block to the north and along Kimball Avenue north of Brookerridge Drive and Pheasant Lane one block west.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The site is zoned “C-1, C-Z” Conditional Commercial District and has been zoned as such since the adoption of the Zoning Ordinance 3770 on March 4, 1991, when it was rezoned from “C-1” Commercial District. Neighboring land uses and zoning: **North** – Commercial zoned “C-1” Commercial District. **South** – San Marnan Drive and Commercial zoned “C-2, C-Z” Conditional Commercial District. **East** – Kimball Avenue, Commercial and Residential zoned “C-1” Commercial District, “R-4” Multiple Residence District, and “R-3” Multiple Residence District. **West** – Commercial zoned “C-1, C-Z” Conditional Commercial District and “C-1” Commercial District.
BUFFERS REQUIRED/ NEEDED:	The request would not require any buffering by ordinance standards.
DRAINAGE:	The proposed Encroachment Area would not appear to have a negative impact on drainage.

DEVELOPMENT HISTORY:	Commercial properties were developed between 1974 and 2022.
FLOODPLAIN:	This area is not located in a flood plain as indicated by the Flood Insurance Rate Map No. 1900025 0303F.
PUBLIC /OPEN SPACES/ SCHOOLS:	Lou Henry Elementary is located 0.482 miles to the northwest, Hoover Middle School is located 0.5 miles to the northwest, and West High School is located 0.89 miles to the northeast.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	There is an 8” sanitary sewer line in San Marnan Drive, a 36” storm sewer that is in a 20’ easement that goes diagonally across the northern portion of the property, and two 58” and 36” storm sewer that starts near the encroachment area at the corner of San Marnan Drive and Kimball Avenue and heads east. Three is overhead electric on the west side of Kimball Avenue.
RELATIONSHIP TO COMPREHENSIVE LAND-USE PLAN:	The Future Land Use Map designates the area as *Commercial*, and this request would be in compliance with the Future Land Use Map and Comprehensive Plan.
STAFF ANALYSIS – ZONING ORDINANCE:	The applicants are requesting an Encroachment Agreement for two sections of the City right-of-way at the corner of San Marnan Drive and Kimball Avenue to construct a new building that will replace a building that was demolished. The applicant worked with the engineering department to determine how much right-of-way the city can have an encroachment area and maintain existing utilities. There are no sidewalks on either street, and it does not appear that sidewalks will be practical in the area to be vacated. Site lines and utility access will be maintained, including the overhead electrical lines. Easements will be retained for the sewer line to the north and the overhead electric lines that run along Kimball Avenue. The Complete Streets Advisory Committee discussed the possibility of requiring sidewalks to be installed along Kimball Avenue but did not make a recommendation. The applicant both applied for an Encroachment Agreement and to vacate a portion of City right-of-way at the corner of San Marnan Drive and Kimball Avenue. They were approved for both by the Planning and Zoning Commission on April 12, 2022. The applicant decided to take the Encroachment Agreement route due to timeliness and may request to vacate the property in the future.



Picture 1: Looking west along San Marnan Drive at the vacate area.



Picture 2: Looking north along Kimball Avenue at the vacate area.



Picture 3: Looking at the building site.



Picture 4: Looking at building site and along Kimball Avenue.

STAFF ANALYSIS – SUBDIVISION

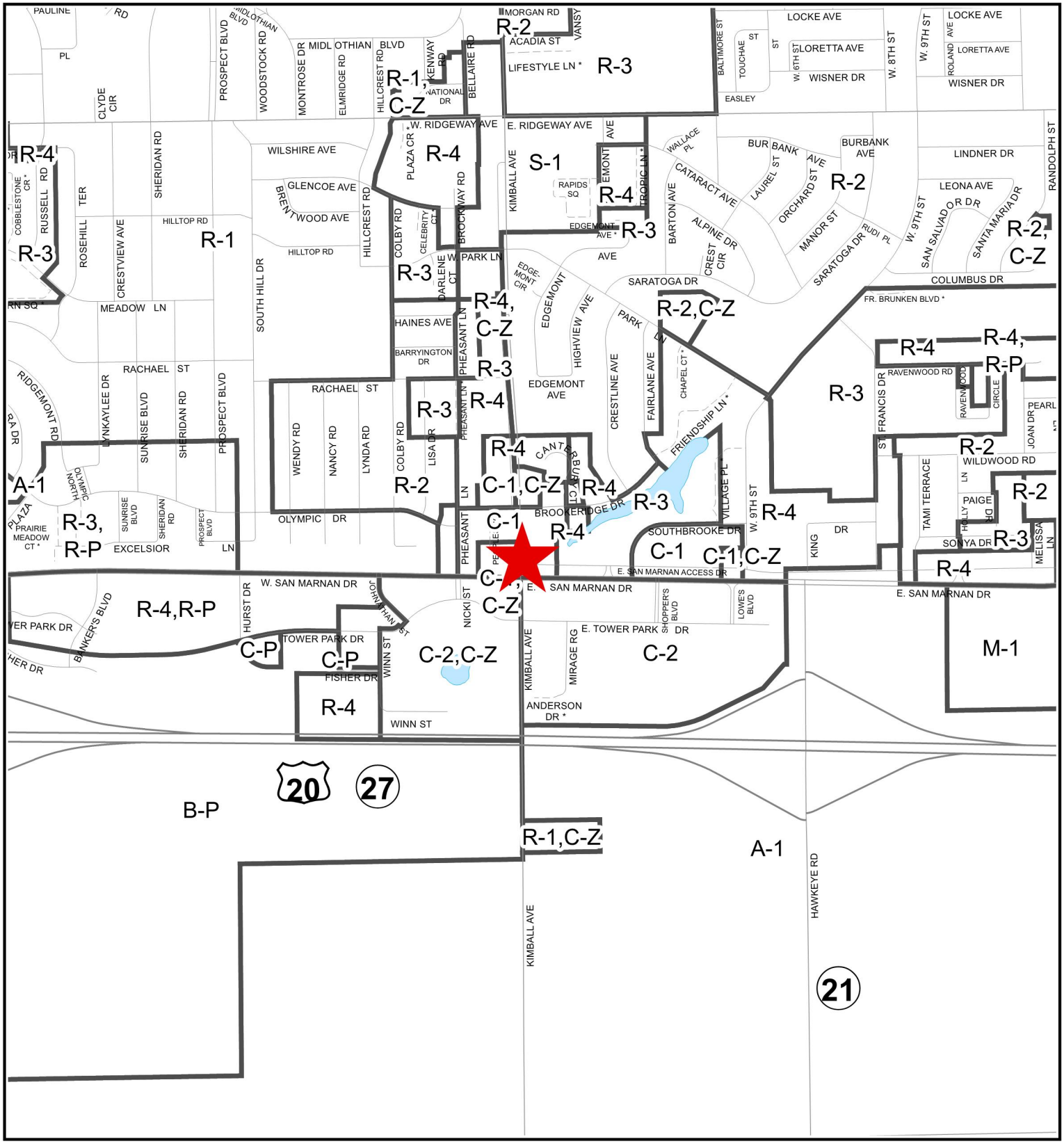
The applicant is not looking to subdivide the property.

ORDINANCE:

STAFF RECOMMENDATION: Therefore, staff recommends the request for an encroachment agreement along portions of Kimball Avenue and San Marnan Drive right-of-way located in the “C-1, C-Z” Conditional Zoning District be approved for the following reasons:

1. The request would not appear to have a negative impact on the surrounding area.
2. The request would not appear to have a negative impact on vehicular or pedestrian traffic in the area.
3. The area is not needed for right-of-way.

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



East of 1029 Peoples Square
ROW Vacate
VIZ, LLC



East of 1029 Peoples Square
ROW Vacate
VIZ, LLC

EARTHWORX CIVIL
SOLUTIONS, LLC
2920 MCCLAIN DR.
CEDAR FALLS, IA 50613
PHONE: (319) 575-2725

N
W E
S

SCALE 1"=20'
0 20'

1,000 SF ADDITION

350 SF PATIO

3,000 SF EXISTING BUILDING

450 SF ADDITION

PICK-UP WINDOW

POSSIBLE R.O.W. VACATE

POSSIBLE MENU BOARD & MICROPHONE LOCATION

BOLLARD (TYP.)

1,200 SF BUILDING WITH DRIVE THRU

BOLLARD (TYP.)

36" RCP

12" RCP

7.06'

7.07'

7.06'

SAN. SEWER

SAN. MANHOLE

37" x 23" ARCH PIPE

KIMBALL AVE.

SAN MARNAN DR.

8

ENCROACHMENT AGREEMENT

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

THIS ENCROACHMENT AGREEMENT is entered into by and between VI2, LLC, hereinafter "VI2", and the City of Waterloo, Iowa, hereinafter "City" this ____ day of _____, _____.

WHEREAS, VI2 is the owner of real estate commonly known as 1029 People's Square, Waterloo, Iowa 50702 and legally described in attached Exhibit "A", in the City of Waterloo, Black Hawk County, Iowa, hereinafter "VI2 Property"; and

WHEREAS, VI2 is proposing to build and maintain a parking lot on a portion of W San Marnan Drive and Kimball Avenue City owned right-of-way, hereinafter "Encroachment" that will encroach into City right-of-way; and

WHEREAS, for the benefit of VI2 Property, VI2 is requesting to allow said Encroachment within a portion of said City right-or-way along Kimball and W San Marnan Drive as shown on the attached Exhibit "A"; and

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

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

1. VI2 hereby recognizes and reaffirms, said city right-of-way, and claims no rights or privileges therein except to the limited extent provided for in this agreement.

2. The City grants VI2 the right to place and maintain said Encroachment in said Encroachment Area, subject to the rights of the City and/or any agency to which the City has granted a utility franchise to and for access over, under and upon said Encroachment Area, expressly recognizing and acknowledging that any damage that occurs to said Encroachment will be the sole risk and expense of VI2 and all successors or assigns, including moving or replacement expenses. In the event that the City and/or any agency to which the City has granted a utility franchise needs the Encroachment to be temporarily moved for access to said Encroachment Area, VI2 and all successors or assign shall move said improvements in the Encroachment Area if present and able, otherwise the City of Waterloo and/or any agency to which the City has granted a utility franchise shall be authorized to move said Encroachment and assess any costs for moving against VI2 or any successors or assigns, or against VI2 Propriety.

3. The term of this agreement shall be for so long as said Encroachment is maintained by VI2, or any successors or assigns, and said Encroachment continues to exist, and that this agreement shall automatically terminate if said Encroachment is removed (other than for temporary removal during replacement or repair). It is understood and agreed that this Agreement is appurtenant to the VI2 Property and runs with the land. It is further understood and agreed that this agreement may be terminated by the City of Waterloo upon 60 days notice and order to permanently remove to VI2, or any successors and assigns, and that VI2, and any successors and assigns agree to remove said Encroachment(s) prior to the end of the 60 days notice and termination of this agreement. If VI2, or any successors and assigns fail to remove said

Encroachment upon termination of this agreement, VI2, or any successors and assigns authorize the City of Waterloo to remove said Encroachment and assess costs to VI2, or any successors and assigns, or against VI2 Property.

4. VI2, and all successors and assigns shall protect, defend, indemnify, and hold harmless the City and its successors and assigns, and its officers, elected officials, employees, and agents, and any agency to which the City has granted a utility franchise from any claim, damages, liability and expenses (including, but not limited to, reasonable attorney's fees and costs of litigation) arising out of the use, maintenance, or removal of said Encroachment. This covenant shall survive the termination of this Agreement.

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

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

Randy Vandersee

VI2 Properties LLC
By:
Its:

City of Waterloo:

By: Quentin Hart
Its: Mayor

Attest:

Kelly Felchle, City Clerk

STATE OF IOWA)
COUNTY OF BLACK HAWK) SS.

On this 3 day of May, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Randy Vandersee to me known to be the identical persons named herein and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Patricia D Mackie
Notary Public

L-21-24

STATE OF IOWA)
COUNTY OF BLACK HAWK) SS.

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

Notary Public

"Exhibit A"

INDEX LEGEND	
General Description:	Sec. 4-T88N-R13W, SE 1/4
Surveyor:	Kyle J. Helland
Surveying Company/ Return to:	Helland Engineering & Surveying, Ltd. 6109 Chancellor Drive Cedar Falls, Iowa 50613-6916 319-266-0161
Survey Requested By:	Randy Vandersee
Proprietor:	City of Waterloo

Reserved for County Recorder's use.

This Plat or Subdivision has been reviewed by (City/County).

Signature of (City/County) Ordinance Administrator — Date

SEE SHEET 2 FOR DETAILS OF PARCELS "Q" & "R"
SEE SHEET 2 FOR DESCRIPTIONS OF PARCELS "Q" & "R"

THIS SURVEY MEETS/OR EXCEEDS CURRENT "MINIMUM STANDARDS FOR PROPERTY SURVEYS"

HES
HELLAND ENGINEERING & SURVEYING, LTD.
6109 Chancellor Drive
Cedar Falls, Iowa 50613-6916
(319)-266-0161

SHEET 1 OF 2

● SET NO. 4 REBAR X 24" LONG w/ORANGE PLASTIC CAP #23212
(00') RECORDED AS
SCALE: 1" = 50'
FILE NAME: 19-114-AQUISITION.DWG
PROJECT #19-114
DRAWN BY: JPH
OPC PLASTIC CAP (O=ORANGE, R=RED, Y=YELLOW)

PROFESSIONAL LAND SURVEYOR
KYLE J. HELLAND
23212
IOWA

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

Kyle J. Helland
License Number 23212
My license renewal date is December 31, 2023.
All pages or sheets are covered by this seal except:

PLAT OF SURVEY
OF
PART OF SE 1/4
SEC. 4-T88N-R13W
WATERLOO, BLACK HAWK COUNTY, IOWA
FOR
CITY OF WATERLOO

THIS PLAT REPRESENTS A SURVEY OF PARCEL "Q"

That part of the Southeast Quarter (SE 1/4) in Section No. 4, Township No. 88 North, Range No. 13 West of the Fifth Principal Meridian, City of Waterloo, Black Hawk County, Iowa, described as follows:

Beginning at the Southeasterly corner of Lot No. 2 in "Kaspend Addition" to the City of Waterloo, point being a set ½" rebar with license #23212;

thence South 86°12½' West a distance of 17.6 feet to a set ½" rebar with license #23212;

thence North 87°21½' West a distance of 83.65 feet to the Southeast corner of Parcel "A" per Plat of Survey dated 05/21/2001 recorded in Fee Book #2006 28544 in the Office of the Black Hawk County Recorder, point being a set ½" rebar with license #23212;

thence along the South line of said Lot No. 2 South 88°28½' East a distance of 101.15 feet to the point of beginning.

Containing 80 sq. ft.

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

Note: The South line of said Lot No. 2 is assumed to bear South 88°28½' East for this description.

THIS PLAT REPRESENTS A SURVEY OF PARCEL "R"

That part of the Southeast Quarter (SE 1/4) in Section No. 4, Township No. 88 North, Range No. 13 West of the Fifth Principal Meridian, City of Waterloo, Black Hawk County, Iowa, described as follows:

Beginning at the Southeasterly corner of Lot No. 2 in "Kaspend Addition" to the City of Waterloo, point being a set ½" rebar with license #23212;

thence along the Easterly line of said Lot No. 2 North 11°58¾' East a distance of 125.9 feet to the Southerly corner of Acquisition Plat dated 09/09/2014 recorded in File 2015-00004972 in the Office of the Black Hawk County Recorder, point being a set ½" rebar with license #23212;

thence South 00°56¼' East a distance of 32.6 feet to a set ½" rebar with license #23212;

thence South 12°22½' West a distance of 57.8 feet to a set ½" rebar with license #23212;

thence South 22°42½' West a distance of 37.0 feet to the point of beginning.

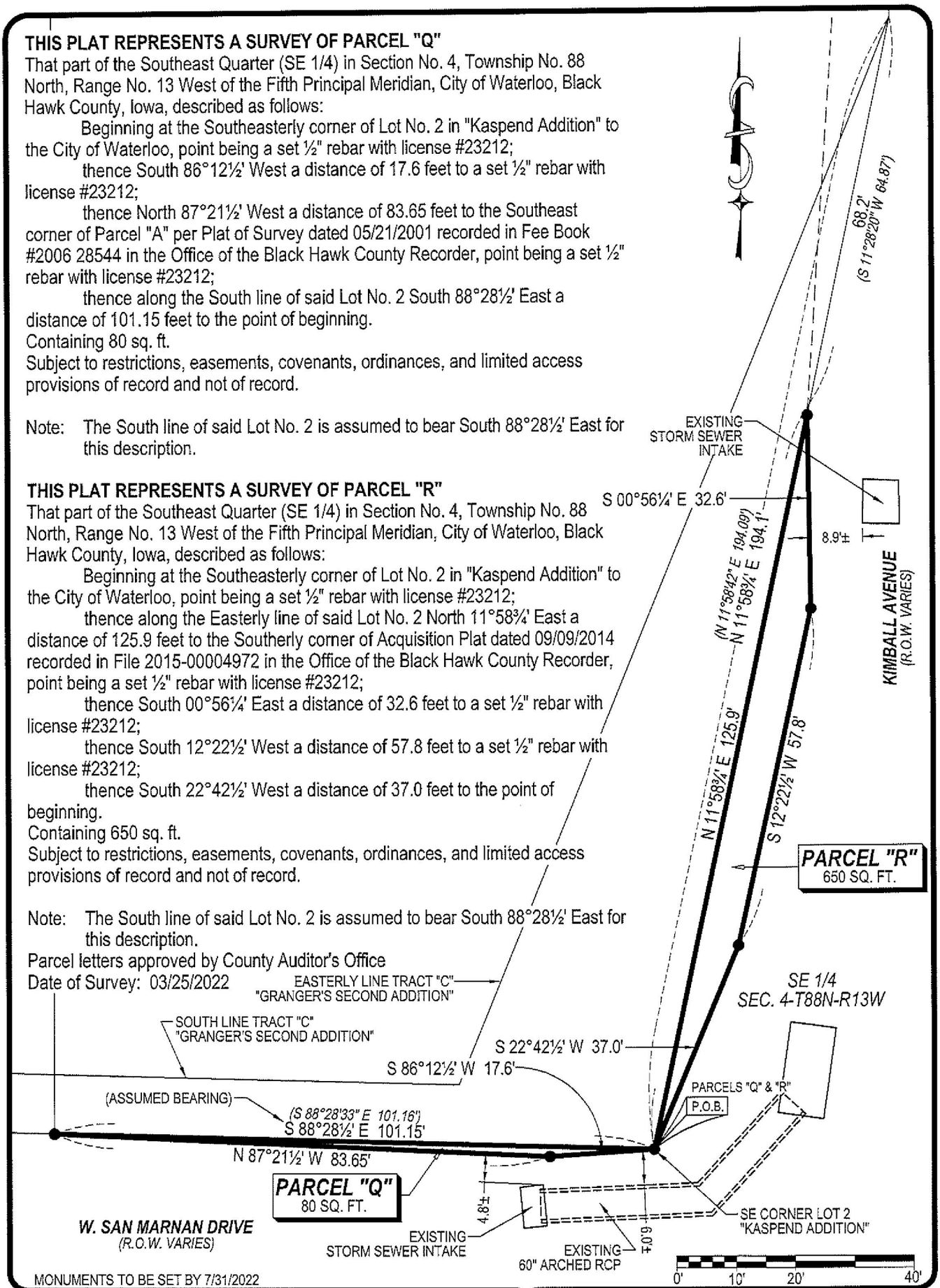
Containing 650 sq. ft.

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

Note: The South line of said Lot No. 2 is assumed to bear South 88°28½' East for this description.

Parcel letters approved by County Auditor's Office

Date of Survey: 03/25/2022



MONUMENTS TO BE SET BY 7/31/2022

HES
HELLAND ENGINEERING & SURVEYING, LTD.
6109 Chancellor Drive
Cedar Falls, Iowa 50613-6916
(319)-266-0161

SHEET 2 OF 2

● SET NO. 4 REBAR X 24" LONG w/ORANGE PLASTIC CAP #23212
(00') RECORDED AS
FILE NAME: 19-114-AQUISITION-2.DWG
SCALE: 1" = 20'
PROJECT #19-114
DRAWN BY: JPH
OPC PLASTIC CAP (O=ORANGE, R=RED, Y=YELLOW)

PLAT OF SURVEY
OF
PART OF SE 1/4
SEC. 4-T88N-R13W
WATERLOO, BLACK HAWK COUNTY, IOWA
FOR
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: VIZ, llc Address: Property Address: 1039 Peoples Square Waterloo 50702 Phone No.: 319-415-6724

Email: randy@cvlc.us Mailing Address: 5140 Southfork Lane, WDO 50701

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

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: $1.00

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

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

4. **Easement***: The following easement shall be retained:

   _____

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

VIZ, llc by Randy Vandersee VIZ, llc by Randy Vandersee 3-20-22
Applicant Print Name Date

*Not required for easement vacates sidewalk vacates or Encroachment Agreements

CITY OF WATERLOO

Council Communication

Resolution approving the third amendment to the Development and Minimum Assessment Agreement with Warren Transport, Inc., originally executed on November 18, 2019, changing the completion date to March 31, 2023, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 5/16/2022
Prepared: 5/4/2022

ATTACHMENTS:

Description	Type
3rd Amendment to Development Agreement	Backup Material
Original Development Agreement	Backup Material
Amendment to Development Agreement	Backup Material
2nd Amendment to Development Agreement	Backup Material

SUBJECT:	Resolution approving the third amendment to the Development and Minimum Assessment Agreement with Warren Transport, Inc., originally executed on November 18, 2019, changing the completion date to March 31, 2023, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Commuity Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Warren Transport will be constructing a new 32,500 square foot facility near the corner of Athens Drive and Titan Trail. The new facility will have a minimum assessed value of $3,500,000.00 and is set to receive tax rebates at 85% for years 1-11 and 35% on year 12. The timeline extension for construction is due to Covid pandemic setbacks.
Data/Analysis and Strategies:	Strategic Planning Policy 1, 3 and 4 regarding Economic Development
Alternative:	Not approve
Legal Descriptions:	Part of Lot 3 in Greenbelt Centre Plat No. 3; all of Lots 7, 8, 9, 10, 11, and 12 in Greenbelt Centre Plat No. 5; part of Lot 2, and all of Lots 3, 4, and 5 in Greenbelt Centre Plat No. 8; more particularly described as: Beginning at the Northeast corner of Lot 12, Greenbelt Centre Plat No. 5, being at the south right-of-way of Athens Drive and the west right-of-way of Titan Trail; thence S89°31'10"W 1016.81 feet along the south line of Athens Drive; thence S0°17'25"E 716.05 feet to the north right-of-way of Cyclone Drive; thence N89°42'35"E 799.89 feet along the north right-of-way of Cyclone Drive to the northwest right-of-way of Titan Trail; thence N35°13'19"E 337.15 feet along the northwest right-of-way of Titan Trail; thence northerly 74.78 feet following the northwest right-of-way of Titan Trail along a 120.00 foot radius curve, concave northwesterly, said curve having a

chord of 73.57 feet bearing N17°22’15”E; thence N0°28’50”W 374.88 feet along the west right-of-way of Titan Trail to the point of beginning, containing 16.000 acres, and is subject to easements and restrictions of record.

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

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT and THIRD AMENDMENT TO MINIMUM ASSESSMENT AGREEMENT

This Third Amendment to Development Agreement and Third Amendment to Minimum Assessment Agreement (the "Amendment") is entered into as of _____, 2022, by and between the City of Waterloo, Iowa ("City") and Warren Transport, Inc. ("Company").

RECITALS

A. Company and City are parties to that certain Development Agreement dated November 18, 2019 (the "Agreement") concerning the development of property as described in the Agreement and also parties to that certain Minimum Assessment Agreement of the same date (the "MAA"). The Agreement and MAA were filed together in the records of the Black Hawk County Recorder on December 12, 2019 as Doc. No. 2020-10729 and subsequently amended by amendments filed May 19, 2021 and December 30, 2021 as Doc. No. 2021-24484 and Doc. No. 2022-13514, respectively.

B. The parties desire to further amend the DA and MAA 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. Section 3 of the DA is amended to state that the Project Completion Date is March 31, 2023.

2. Section 1 of the MAA is amended to strike "October 31, 2022" therefrom and to substitute "March 31, 2023" in its place.

3. Section 2 of the MAA is amended to strike "December 31, 2045" therefrom and to substitute "December 31, 2046" in its place.

4. Except as amended herein, the DA and the MAA 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 Third Amendment to Development Agreement and Third Amendment to Minimum Assessment Agreement as of the date first set forth above.

WARREN TRANSPORT, INC.

By: _____
Scott Fuller, VP Finance

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

By: _____
Kelley Felchle, City Clerk

STATE OF MINNESOTA)
) ss.
STEARNS COUNTY)

Acknowledged before me on April 25, 2022 by Scott Fuller as Vice President of Finance of Warren Transport, Inc.

_____
Notary Public

PATRICIA A. ASMUS
NOTARY PUBLIC-MINNESOTA
My Comm. Exp. Jan. 31, 2023

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on _____, 2022 by Quentin M. Hart and Kelley Felchle, as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____
Notary Public

Doc ID: 009723010017 Type: GEN
Recorded: 12/12/2019 at 03:48:29 PM
Fee Amt: $87.00 Page 1 of 17
Black Hawk County Iowa
SANDIE L. SMITH RECORDER
File 2020-00010729

*City of Waterloo

Prepared by Christopher S. Wendland, P.O. Box 596, Waterloo, IA 50704 Phone (319) 234-5701

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of Nov 18, 2019, by and between Warren Transport, Inc. (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 Martin Road Development Plan Area ("Urban Renewal Area").

B. Company is willing and able to finance and construct a building and related improvements on property located in the Urban Renewal Area.

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. City believes that the development of the Property (defined below) 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 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. **Development Property.** Company is the owner of, or is in the process of acquiring ownership of, real property in Waterloo, Iowa, described on Exhibit "A" attached hereto (the "Property"). The Company will undertake the Project (defined below) in and upon the Property.

2. **Improvements by Company.** Company shall construct one or more commercial buildings (office and shop) of approximately 32,500 total square feet 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. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Property, the Improvements, and all site preparation and development-related work to make the Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project".

3. **Timeliness of Construction.** 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 development 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 ten (10) months after the date of this Agreement, or by such other date as the parties shall mutually agree in writing (the "Project Start Date"), and construction of Improvements must be Substantially Completed within twenty-four (24) months after the date of this Agreement (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 16, and City shall have no further obligation hereunder. 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 16, and City shall have no further obligation hereunder.

4. **Water and Sewer.** 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 Property that it desires and for payment of any associated connection fees.

5. **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 $3,500,000.00 (the "Minimum Actual Value"), through:

(i) willful destruction of the Property, Improvements, or any part of either;

(ii) a request to the assessor of Black Hawk County; or

(iii) any proceedings, whether administrative, legal, or equitable, with any administrative body or court within the City, Black Hawk County, the State of Iowa, or the federal government.

Company agrees to execute and deliver the MAA concurrently with execution and delivery of this Agreement.

6. **Tax Rebates.** Provided that Company has completed the Improvements as set forth herein and has executed the MAA as set forth in Section 5, and subject to annual appropriation by the city council, City agrees to rebate property tax (with the exceptions noted below) as follows:

Year 1 through Year 11	85% rebate each year
Year 12	35% rebate

for any taxable value over the beginning base value of $65,000.00. Rebates are payable in respect of a given year only to the extent that Company has actually paid general property taxes due and owing for such year and the city council has made an appropriation for the payment of rebates. To receive rebates for a given year, Company must submit a completed rebate request to City on the form provided by or otherwise satisfactory 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. This rebate program is not applicable to any special assessment levy, debt service levy, or any other levy that is exempted from treatment as tax increment financing under the provisions of applicable law.

The first year of in which a rebate may be given ("Year 1") shall be the first full year for which the assessment is based upon the completed value of the Improvements, and not based on a prior year for which the assessment is based solely upon (x) the value of the Property or upon (y) the value of the Property and a partial value of the Improvements due to partial completion of the Improvements or a partial tax year.

7. **Additional Covenants of Company.** In addition to the other promises, covenants and agreements of Company as provided elsewhere in this Agreement, Company agrees as follows:

A. Company agrees during construction of the Improvements and thereafter until the MAA termination date to maintain, as applicable, builder's risk, property damage, and liability insurance coverages with respect to the Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure, and shall provide evidence of such coverages to the City upon request.

B. Until Substantial Completion of the Improvements, when reasonably requested by the City the Company shall make such reports to City, in such detail 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. 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. Until termination of the MAA, Company will maintain, preserve and keep the Property, including but not limited to the Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions.

F. 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.

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 Property, and (2) it will make no conveyance, lease or other transfer of the Property or any interest therein that would cause

the Property or any part thereof to be classified as exempt from taxation or subject to centralized assessment or taxation by the State of Iowa.

H. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to any and all parts of the Property. Company agrees that (1) it will not seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute or regulation relating to the taxation of real property included within the Property that is determined by any tax official to be applicable to the Property or to Company, or raise the inapplicability or constitutionality of any such tax statute or regulation as a defense in any proceedings of any type or nature, including but not limited to delinquent tax proceedings, and (2) it will not seek any tax deferral, credit or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other state law, of the taxation of real property included within the Property.

8. **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 120 days from the date this Agreement is approved by the City council. If such completion does not occur, then this Agreement shall be deemed canceled and shall be null and void.

9. **Representations and Warranties of City.** City hereby represents and warrants as follows:

A. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

10. **Representations and Warranties of Company.** Company hereby represents and warrants as follows:

A. 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.

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. **Indemnification and Releases.**

A. Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Property or resulting from any defect in the Improvements. The indemnified parties shall not be liable for any damage or injury to the persons or property of Company or its directors, officers, employees, contractors or agents, or any other person who may be about the Property or the Improvements, due to any act of negligence or misconduct of any person, other than any act of negligence or

misconduct on the part of any such indemnified party or its officers, employees or agents.

B. Except for any misrepresentation, any misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) the acquisition and condition of the Property and the construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the Property, but only to the extent such liability has not been previously transferred to and accepted by the City in writing.

C. The provisions of this Section shall survive the expiration or termination of this Agreement.

13. **Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean any one or more of the following events that continues beyond any applicable cure periods:

A. Failure by Company to cause the construction of the Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

B. Transfer by Company of any interest (either directly or indirectly) in the Improvements, the Property, or this Agreement, without the prior written consent of City;

C. Failure by Company to pay, before delinquency, all ad valorem property taxes levied on or against the Property;

D. Failure by any party hereto to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or the MAA;

E. Company (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (4) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of Company as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days

after the filing thereof; or a receiver, trustee or liquidator of Company, or part thereof, shall be appointed in any proceedings brought against Company and shall not be discharged within ninety (90) days after such appointment, or if Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to the Property.

F. Any representation or warranty made by Company in this Agreement, or made by Company in any written statement or certificate furnished by Company pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

14. **Remedies.**

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

15. **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.

16. **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.

17. **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 210 Beck Avenue, Waterloo, Iowa 50701, Attn: President.

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.

18. **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.

19. **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.

20. **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.

21. **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.

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

23. **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.

24. **Entire Agreement.** This Agreement 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.

25. **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

WARREN TRANSPORT, INC.

By: _____

Title: _____

Exhibit "A"

Legal Description:

Part of Lot 3 in Greenbelt Centre Plat No. 3; all of Lots 7, 8, 9, 10, 11, and 12 in Greenbelt Centre Plat No. 5; part of Lot 2, and all of Lots 3, 4, and 5 in Greenbelt Centre Plat No. 8; more particularly described as:
Beginning at the Northeast corner of Lot 12, Greenbelt Centre Plat No. 5, being at the south right-of-way of Athens Drive and the west right-of-way of Titan Trail; thence S89°31'10"W 1016.81 feet along the south line of Athens Drive; thence S0°17'25"E 716.05 feet to the north right-of-way of Cyclone Drive; thence N89°42'35"E 799.89 feet along the north right-of-way of Cyclone Drive to the northwest right-of-way of Titan Trail; thence N35°13'19"E 337.15 feet along the northwest right-of-way of Titan Trail; thence northerly 74.78 feet following the northwest right-of-way of Titan Trail along a 120.00 foot radius curve, concave northwesterly, said curve having a chord of 73.57 feet bearing N17°22'15"E; thence N0°28'50"W 374.88 feet along the west right-of-way of Titan Trail to the point of beginning, containing 16.000 acres, and is subject to easements and restrictions of record.

EXHIBIT "B"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as November 18, 2019, by and among the CITY OF WATERLOO, IOWA ("City"), WARREN TRANSPORT, INC. ("Company"), and the COUNTY ASSESSOR of the City of Waterloo, Iowa ("Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Company have entered into a development agreement (the "Development Agreement") regarding certain real property, described in Exhibit "A" thereto, located in the City; and

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Company will undertake, or cause to be undertaken, the development of an area ("Project") within the Martin Road Development Plan area of the City; and

WHEREAS, pursuant to Iowa Code § 403.6, as amended, the City and the Company desire to establish a minimum actual value for the land and the building pursuant to this Agreement and applicable only to the Project, which shall be effective upon substantial completion of the Project and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum actual value of the land and buildings as to the Project only; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the improvements (the "Improvements") which the parties contemplate will be erected as a part of the Project.

NOW, THEREFORE, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Improvements, the minimum actual value which shall be fixed for assessment purposes for the land and Improvements to be constructed thereon as a part of the Project shall not be less than $3,500,000.00 (the "Minimum Actual Value") until termination of this Agreement. The parties agree that construction of the Improvements will be substantially completed by June 30, 2021. 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, 2044. 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.

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

WARREN TRANSPORT, INC.

By: _____

Title: _____

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

On this 18th day of November, before me, a Notary Public in and for the State of Iowa, personally appeared Quentin M. Hart and Kelley Felchle, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

NOTARIAL SEAL IOWA
NANCY HIGBY
COMMISSION NO.788229
MY COMMISSION EXPIRES
2-3-2021

Notary Public

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on November 18, 2019 by Scott Fuller as Secretary of Warren Transport, Inc.

NOTARIAL SEAL IOWA
ADRIENNE MILLER
COMMISSION NO. 809109
MY COMMISSION EXPIRES
FEBRUARY 23, 2021

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 Three Million Five Hundred Thousand Dollars ($3,500,000) in the aggregate, until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

Assessor for Black Hawk County, Iowa

12-12-19
Date

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on December 12, 2019, by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

NOTARIAL SEAL IOWA
ADRIENNE MILLER
COMMISSION NO. 809109
MY COMMISSION EXPIRES
FEBRUARY 23, 2021

Notary Public

Prepared LeAnn M. Even, Deputy City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4323.

RESOLUTION NO. 2019-889

RESOLUTION APPROVING A DEVELOPMENT AND MINIMUM ASSESSMENT AGREEMENT WITH WARREN TRANSPORT, INC., FOR THE CONSTRUCTION OF A 32,500 SQUARE FOOT FACILITY WITHIN THE MARIN ROAD DEVELOPMENT PLAN AREA, WITH A TAX REBATE AMOUNT OF 85 PERCENT FOR A TERM OF ELEVEN YEARS AND 35 PERCENT FOR YEAR TWELVE, WITH A MINIMUM ASSESSMENT OF $3,500,000, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID DOCUMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA that the Development and Minimum Assessment Agreement dated November 18, 2019, between Warren Transport, Inc. and the City of Waterloo, Iowa, for the construction of a 32,500 square foot facility within the Marin Road Development Plan area, with a tax rebate amount of 85 percent for a term of eleven years and 35 percent for year twelve, with a minimum assessment of $3,500,000, is hereby approved, and the Mayor and City Clerk are authorized and directed to execute said documents on behalf of the City of Waterloo, Iowa.

PASSED AND ADOPTED this 18th day of November 2019.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle
City Clerk

CERTIFICATE

I, Kelley Felchle, City Clerk of the City of Waterloo, Iowa, do hereby certify that the preceding is a true and complete copy of Resolution No. 2019-889 as passed and adopted by the City Council of the City of Waterloo, Iowa, on the 18th day of November 2019.

Witness my hand and seal of office this 18th day of November 2019.

SEAL

Kelley Felchle
City Clerk

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

AMENDMENT TO DEVELOPMENT AGREEMENT and AMENDMENT TO MINIMUM ASSESSMENT AGREEMENT

This Amendment to Development Agreement and Amendment to Minimum Assessment Agreement (the "Amendment") is entered into as of _____, 2020, by and between the City of Waterloo, Iowa ("City") and Warren Transport, Inc. ("Company").

RECITALS

A. Company and City are parties to that certain Development Agreement dated November 18, 2019 (the "Agreement") concerning the development of property as described in the Agreement. Company and City are also parties to that certain Minimum Assessment Agreement dated November 18, 2019 (the "MAA") pertaining to the Property. The Agreement and MAA were filed together in the records of the Black Hawk County Recorder on December 12, 2019 as Doc. No. 2020-10729.

B. The parties desire to amend the DA and MAA 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. Section 3 of the DA is amended to strike the first unnumbered paragraph thereof in its entirety and to substitute a new paragraph in its place, as follows:

> 3. **Timeliness of Construction.** 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 development 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 by May 1, 2021, or by such other date as the parties shall mutually agree in writing (the "Project Start Date"), and construction of Improvements must be Substantially Completed by April 30, 2022 (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.

2. Section 1 of the MAA is amended to strike "June 30, 2021" therefrom and to substitute "April 30, 2022" in its place.

3. Except as amended herein, the DA and the MAA 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 Amendment to Development Agreement and Amendment to Minimum Assessment Agreement as of the date first set forth above.

WARREN TRANSPORT, INC.

By: _____
Scott Fuller, VP Finance

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

By: _____
Kelley Felchle, City Clerk

STATE OF MINNESOTA)
) ss.
STEARNS COUNTY)

Acknowledged before me on 9/08, 2020 by Scott Fuller as Vice President of Finance of Warren Transport, Inc.

_____
Notary Public

PATRICIA A. ASMUS
NOTARY PUBLIC-MINNESOTA
My Comm. Exp. Jan. 31, 2023

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

This record was acknowledged before me on _____, 2020 by Quentin M. Hart and Kelley Felchle, as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____
Notary Public

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

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT and SECOND AMENDMENT TO MINIMUM ASSESSMENT AGREEMENT

This Second Amendment to Development Agreement and Second Amendment to Minimum Assessment Agreement (the "Amendment") is entered into as of _____, 2020, by and between the City of Waterloo, Iowa ("City") and Warren Transport, Inc. ("Company").

RECITALS

A. Company and City are parties to that certain Development Agreement dated November 18, 2019 (the "Agreement") concerning the development of property as described in the Agreement. Company and City are also parties to that certain Minimum Assessment Agreement dated November 18, 2019 (the "MAA") pertaining to the Property. The Agreement and MAA were filed together in the records of the Black Hawk County Recorder on December 12, 2019 as Doc. No. 2020-10729. The Agreement and MAA were amended by amendment adopted September 14, 2020.

B. The parties desire to further amend the DA and MAA 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. Section 3 of the DA is amended to strike the first unnumbered paragraph thereof in its entirety and to substitute a new paragraph in its place, as follows:

3. **Timeliness of Construction.** 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 development 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 by October 15, 2021, or by such other date as the parties shall mutually agree in writing (the "Project Start Date"), and construction of Improvements must be Substantially Completed by November 30, 2022 (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.

2. Section 1 of the MAA is amended to strike "June 30, 2021" therefrom and to substitute "October 31, 2022" in its place.

3. Section 2 of the MAA is amended to strike "December 31, 2044" therefrom and to substitute "December 31, 2045" in its place.

4. Except as amended herein, the DA and the MAA 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 Second Amendment to Development Agreement and Second Amendment to Minimum Assessment Agreement as of the date first set forth above.

WARREN TRANSPORT, INC.

By: _____
Scott Fuller, VP Finance

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

By: _____
Kelley Felchle, City Clerk

STATE OF MINNESOTA)
) ss.
STEARNS COUNTY)

Acknowledged before me on 05/06, 2021 by Scott Fuller as Vice President of Finance of Warren Transport, Inc.

PATRICIA A. ASMUS
NOTARY PUBLIC-MINNESOTA
My Comm. Exp. Jan. 31, 2023

_____
Notary Public

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on _____, 2021 by Quentin M. Hart and Kelley Felchle, as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____
Notary Public

CITY OF WATERLOO

Council Communication

Resolution approving a Real Estate Purchase Agreement with Deere and Company, and approving deeds to sell and donate real property to the City of Waterloo, for the acquisition of property located southeast of 3801 West Ridgeway Avenue, formerly the John Deere Supervisor's Club, at no cost, and authorizing the Mayor and City Clerk to execute said documents.

City Council Meeting: 5/16/2022
Prepared: 5/5/2022

ATTACHMENTS:

Description	Type
Purchase Agreement	Backup Material
Aerial Map	Backup Material
Retracement Plat of Survey	Backup Material

SUBJECT:	Resolution approving a Real Estate Purchase Agreement with Deere and Company, and approving deeds to sell and donate real property to the City of Waterloo, for the acquisition of property located southeast of 3801 West Ridgeway Avenue, formerly the John Deere Supervisor's Club, at no cost, and authorizing the Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Transmitted is a request by the City of Waterloo approving a Real Estate Purchase Agreement with Deere and Company (non-residential), and approving deeds to sell and donate real property to the City of Waterloo, for the acquisition of property located southeast of 3801 West Ridgeway Avenue in the amount of $0.00 (formerly John Deere Supervisor's Club), and authorizing the Mayor and City Clerk to execute said documents. Deere and Company is donating this property to the City and it will be incorporated with the Cedar Valley Soccer Complex and they have been a great partner for the continued expansion of the complex.
Neighborhood Impact:	Expanding the complex will have more benefits to the quality of life for Waterloo. Plans have not been finalized for the potential use of the property.
Data/Analysis and Strategies:	
Implementation, Accountability, and Communication:	
Expenditure Required/Source of Funds:	$0.00

Legal Descriptions:

Legal Description:
That part of the West 80 acres of the East 155.25 acres of the North Fractional Half of Section 1, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying within the Northeast Fractional Quarter of Section 1, Township 88 North, Range 14 West of the 5th P.M., excepting therefrom Parcel "A" described in 329 Misc 555.
Subject to easements, restrictions and covenants of record.

Also known as:

A part of the Northeast Fractional Quarter of Section 1, Township 88 North, Range 14 West of the 5th Principal Meridian commencing at the Southwest corner of the Northeast Fractional Quarter of said Section 1; thence North 89°40'28" East on the South line of the Northeast Fractional Quarter of said Section 1, a distance of 33 feet to a point on the present east right-of-way line of Dewitt Road, said point being the point of beginning of the parcel of land herein described; thence continuing North 89°40'28" East on the South line of the Northeast Fractional Quarter of said Section 1, 567 feet to a point at the Southwest corner of Parcel "A" as shown in the survey dated April 2, 1998 and recorded April 2, 1998 in Book 329 Miscellaneous Records, at Page 555 in the office of the Recorder of Black Hawk County, Iowa; thence North 00°05'31" West 1020 feet along a line that is parallel with the West line of the Northeast Fractional Quarter of said Section 1; thence South 89°40'28" West 567 feet along a line that is parallel with the South line of the Northeast Fractional Quarter of said Section 1 to the East line of Dewitt Road; thence South 00°05'31" East, 1020 feet to the South line of the Northeast Fractional Quarter of said Section 1 and the point of beginning; excepting therefrom that parcel previously conveyed to the City of Waterloo by Deed dated June 11, 2001 and recorded August 9, 2001 in Book 574 of Land Deeds, at Page 289 in the office of the recorder of Black Hawk County, Iowa.
Subject to easements, restrictions and covenants of record.

REAL ESTATE PURCHASE AGREEMENT
(NONRESIDENTIAL)

TO: Deere & Company ("Seller")
FROM: City of Waterloo, Iowa ("Buyer")

Buyer hereby offers to buy, and the Seller by its acceptance agrees to sell, the real property situated in Waterloo, Black Hawk County, Iowa, locally known as tax parcel no. 8814-01-201-010, legally described on the attached Exhibit A; together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions:

1. PURCHASE PRICE. The Purchase Price shall be $0, subject to satisfaction of the terms and conditions of this Agreement.

2. POSSESSION AND CLOSING. Possession of the Property shall be delivered to Buyer at closing. Closing shall occur at City Hall, 715 Mulberry Street, Waterloo or through the mail, within 30 days after completion of the activities stated in paragraphs 10.C and 17.B, which Buyer shall proceed with reasonable diligence to complete, and subject to prior satisfaction or waiver of any conditions stated in this Agreement, at a date and time mutually agreeable to the parties.

3. REAL ESTATE TAXES. Seller shall pay taxes prorated to the closing date in accordance with the provisions of Iowa Code § 427.2, and any unpaid real estate taxes payable in prior years, either paying Buyer, or giving Buyer a credit, for all of such taxes. Buyer shall pay all subsequent real estate taxes.

4. SPECIAL ASSESSMENTS. Seller shall pay at time of closing all installments of special assessments which are a lien on the Property as of closing or which can be verified to be owing as of the closing date but are not yet certified as a lien. Buyer shall pay all other special assessments or installments.

5. RISK OF LOSS AND INSURANCE. Seller agrees to maintain existing insurance to the date of closing and shall bear the risk of loss or damage to the Property to the date of closing. In the event of substantial damage or destruction prior to closing, the Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages or to declare this Agreement null and void.

6. FIXTURES. Omitted.

7. CONDITION OF PROPERTY. Buyer acknowledges that except as set forth in Section 10, neither Seller nor any party related to or affiliated with Seller makes any representation or warranty whatsoever, oral or written, express or implied, as to the Property. Seller hereby specifically disclaims any other representation, warranty or guaranty, oral or written, express or implied or arising by operation of law or otherwise, with respect to the Property, including, without limitation, any warranty of condition, habitability, merchantability, or fitness for a particular purpose, in respect to the Property. Buyer declares and acknowledges that the above

disclaimer is a material and integral part of this transfer and is reflected in the consideration payable by Buyer hereunder and, as an inducement for Seller to proceed with this transaction, Buyer further declares and acknowledges that Buyer has inspected the Property and based upon such inspection has voluntarily and knowingly consented to Seller's warranty disclaimer. The Property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the Seller in its present condition until closing, ordinary wear and tear excepted. Seller sells the Property "AS IS WHERE IS," and with all faults, and makes no warranties, expressed or implied, as to the condition of the Property. Also see paragraph 10.C.

8. ABSTRACT AND TITLE. Seller shall provide to Buyer the abstract of title to the Property, which Buyer shall have continued at its expense. It shall show marketable title in Seller in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The Seller shall make every reasonable effort to promptly perfect the title. If closing is delayed due to Seller's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving 10 days' written notice to the other party. The abstract shall become the property of Buyer when the Purchase Price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by Seller.

9. SURVEY. Buyer may, at Buyer's expense, have the Property surveyed and certified by a registered land surveyor prior to closing if a survey is required by law. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

10. ENVIRONMENTAL MATTERS.

A. Seller warrants to the current knowledge of the representative of Seller signing this Agreement on behalf of Seller: (i) that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property; (ii) the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards; and (iii) to the current knowledge of the representative of Seller signing the Agreement on behalf of Seller, it has done nothing to contaminate the Property with hazardous wastes or substances that would require remediation under applicable law that exists as of the date hereof. Seller warrants that to the current knowledge of the representative of Seller signing this Agreement on behalf of Seller, the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Any exceptions to the warranties set forth above are fully described on a separate addendum attached hereto.

B. Seller hereby represents that, to the current knowledge of the representative of Seller signing this contract on behalf of Seller, there is no active or abandoned septic tank or septic system on the property, except as described here:

None

C. Buyer shall arrange, at its own expense, for a Phase I environmental assessment of the Property and, if deemed advisable based on results of the Phase I report, a Phase II assessment. Seller shall cooperate in providing reasonable access to the Property to Buyer's contractor and shall make its personnel reasonably available to answer questions and provide information to the contractor.

11. DEED. Upon payment of the Purchase Price, Seller shall convey the Property to Buyer by quit claim deed. The quit claim deed shall: (i) contain a reservation of easements as set forth therein; and (ii) contain a right of reversion to Seller as set forth therein. The proposed form of deed is attached hereto.

12. APPROVAL OF COURT. OMITTED.

13. REMEDIES OF THE PARTIES.

A. If Buyer fail to timely perform this Agreement, Seller may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at Seller's option, upon thirty days' written notice of intention to accelerate the payment of the entire balance because of Buyer's default (during which thirty days the default is not corrected), Seller may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If Seller fails to timely perform this Agreement, Buyer may require specific performance by Seller.

C. Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall also be entitled to obtain judgment for costs and attorney fees.

14. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

Seller: Deere & Company
One John Deere Place
Moline, IL 61265
Attn: Cameron McGovern

Buyer: City of Waterloo
715 Mulberry Street
Waterloo, IA 50703
Attn: Community Planning & Development Director

15. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a

written instrument duly signed by Seller and Buyer. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

16. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

17. ADDITIONAL PROVISIONS.

A. This Agreement is expressly subject to approval by the city council of Buyer.

B. Buyer shall have the Property appraised at its own expense.

18. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties, superseding all prior or contemporaneous understandings, negotiations, discussions, or agreements between the parties with respect to the subject matter hereof.

19. COUNTERPARTS. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement. Facsimile signatures shall have the same effect as original signatures. The parties agree that this Agreement shall be legally binding upon the electronic transmission, including by facsimile or email of .pdf files, by each party of a signed signature page to this Agreement to the other party.

20. INTERPRETATION. The parties hereto acknowledge and agree that: (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement, and (ii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

21. SEVERABILITY. In the event that any court of competent jurisdiction shall finally determine that any provision, or any portion thereof, contained in this Agreement shall be void or unenforceable in any respect, then such provision shall be deemed limited to the extent that such court determines it enforceable, and as so limited shall remain in full force and effect. In the event that such court shall determine any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

22. ACCEPTANCE. When accepted, this Agreement shall become a binding contract.

[Signatures on following page]

Dated _____

BUYER

City of Waterloo, Iowa

By: _____
Mayor

Attest: _____
City Clerk

Dated 3/30/2022

SELLER

Deere & Company

By: _____

Title: Cameron McGovern, Manager Corporate Real Estate

[Signature page to Real Estate Purchase Agreement]

EXHIBIT "A"

Legal Description

That part of the West 80 acres of the East 155.25 acres of the North Fractional Half of Section 1, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying within the Northeast Fractional Quarter of Section 1, Township 88 North, Range 14 West of the 5th P.M., excepting therefrom Parcel "A" described in 329 Misc 555.

Subject to easements, restrictions and covenants of record.

Also known as:

A part of the Northeast Fractional Quarter of Section 1, Township 88 North, Range 14 West of the 5th Principal Meridian commencing at the Southwest corner of the Northeast Fractional Quarter of said Section 1; thence North 89°40'28" East on the South line of the Northeast Fractional Quarter of said Section 1, a distance of 33 feet to a point on the present east right-of-way line of Dewitt Road, said point being the point of beginning of the parcel of land herein described; thence continuing North 89°40'28" East on the South line of the Northeast Fractional Quarter of said Section 1, 567 feet to a point at the Southwest corner of Parcel "A" as shown in the survey dated April 2, 1998 and recorded April 2, 1998 in Book 329 Miscellaneous Records, at Page 555 in the office of the Recorder of Black Hawk County, Iowa; thence North 00°05'31" West 1020 feet along a line that is parallel with the West line of the Northeast Fractional Quarter of said Section 1; thence South 89°40'28" West 567 feet along a line that is parallel with the South line of the Northeast Fractional Quarter of said Section 1 to the East line of Dewitt Road; thence South 00°05'31" East, 1020 feet to the South line of the Northeast Fractional Quarter of said Section 1 and the point of beginning; excepting therefrom that parcel previously conveyed to the City of Waterloo by Deed dated June 11, 2001 and recorded August 9, 2001 in Book 574 of Land Deeds, at Page 289 in the office of the recorder of Black Hawk County, Iowa.

Subject to easements, restrictions and covenants of record.

Said area is depicted on the Retracement Plat of the Survey dated December 7, 2021 and recorded December 7, 2021 in the Black Hawk County Recorder's office as Document No. 202200011980.

Retracement Plat of Survey

Part of the NE Frl. 1/4
Section 1-T88N-R14W
Waterloo, Iowa

Index Legend
Description: NE Frl. 1/4, Section 1-T88N-R14W
Surveyor: Matthew Kofta, PLS 22561
Company: VJ Engineering
1501 Technology Parkway, Suite 100
Cedar Falls, IA 50613
319-266-5829
Proprietor: Deere & Company
Survey Requested by: Deere & Company

Reserved for County Recorder's Use

Number: 202200011980
Recorded: 12/7/2021 at 3:56:58.0 PM
County Recording Fee: $12.00
Iowa E-Filing Fee: $3.22
Combined Fee: $15.22
Revenue Tax:
Sandie L. Smith, RECORDER
Black Hawk County, Iowa

This Plat or Survey is not a division of land.
Reference: 115 LD 057, except 329 Misc 555 & 574 LD 289

Signature of Surveyor — 12-7-2021 Date

Legal Description:

That part of the West 80 acres of the East 155.25 acres of the North Fractional Half of Section 1, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying within the Northeast Fractional Quarter of Section 1, Township 88 North, Range 14 West of the 5th P.M., excepting therefrom Parcel "A" described in 329 Misc 555.

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Notes:
1.) The West line of the Northeast Fractional 1/4 of Section 1-T88N-R14W was assumed to bear N00°26'32"W, utilizing the Iowa State Plane Coordinate System, North Zone 1401.
2.) All dimensions are in US Survey feet and decimals thereof.
3.) The error of closure is better than 1:10,000
4.) Field work was completed: 10/8/2021

Feature Legend

- O Set 5/8"Ø x 24" Rebar w / Orange Cap L.S. #22561
- ● Property Corner Found
- △ Set Section Corner
- ▲ Section Corner Found
- 100.00' Dimension of Survey
- (100.00') Dimension of Record

PROFESSIONAL LAND SURVEYOR — Matthew A. Kofta 22561 — IOWA

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

Matthew A. Kofta, P.L.S.
License number 22561
My license renewal date is December 31, 2022
12-7-2021 Date
Pages or sheets covered by this seal: 2 of 2

218102

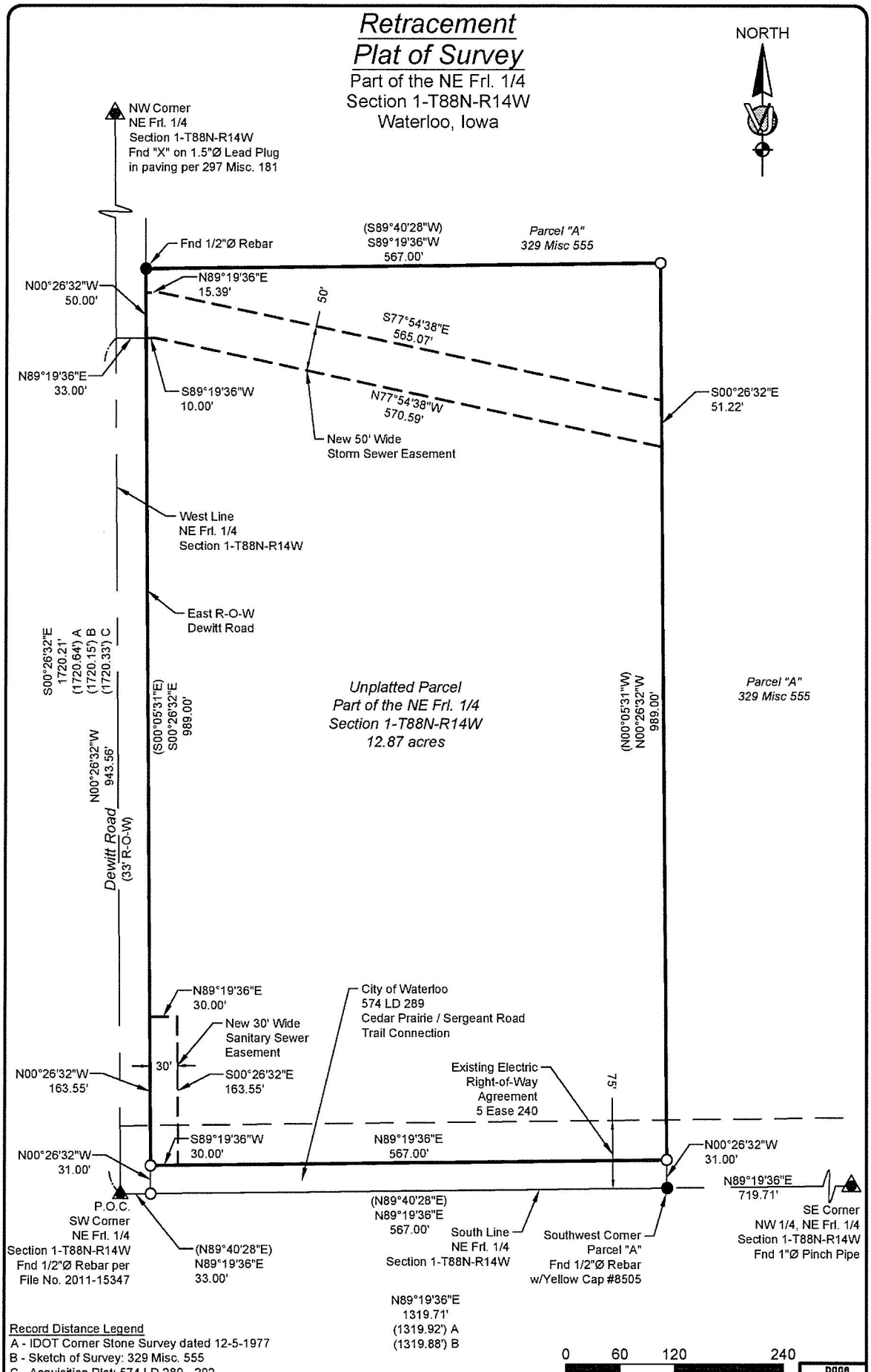
VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-266-5829

Part of the NE Frl. 1/4
Section 1-T88N-R14W
Waterloo, Iowa

page 1/2
scale 1"=120'
drawn by MAK
date 10/11/21

Retracement Plat of Survey

Part of the NE Frl. 1/4
Section 1-T88N-R14W
Waterloo, Iowa



Record Distance Legend
A - IDOT Corner Stone Survey dated 12-5-1977
B - Sketch of Survey: 329 Misc. 555
C - Acquisition Plat: 574 LD 289 - 292

218102

VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-266-5829

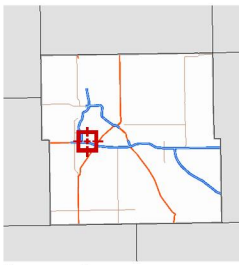
Part of the NE Frl. 1/4
Section 1-T88N-R14W
Waterloo, Iowa

page 2/2
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Beacon™ Black Hawk County, IA



Overview



Legend

Water

Parcel ID	881401201010	**Alternate ID**	n/a	**Owner Address**	DEERE AND COMPANY
Sec/Twp/Rng	n/a	**Class**	C		3500 E DONALD ST
Property Address		**Acreage**	n/a		WATERLOO, IA 50703
District	970001				
Brief Tax Description	UNPLATTED WATERLOO WEST PART W 1/2 NE FRL 1/4 SEC 1 T 88 R 14 COM AT PT ON W LINE SAID FRL 1/4 701.3 FT S OF NW COR SAID (Note: Not to be used on legal documents)				

Date created: 5/5/2022
Last Data Uploaded: 5/4/2022 11:19:14 PM

Developed by Schneider GEOSPATIAL

Retracement Plat of Survey

Part of the NE Frl. 1/4
Section 1-T88N-R14W
Waterloo, Iowa

Index Legend
Description: NE Frl. 1/4, Section 1-T88N-R14W
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Company: VJ Engineering
1501 Technology Parkway, Suite 100
Cedar Falls, IA 50613
319-266-5829
Proprietor: Deere & Company
Survey Requested by: Deere & Company

Reserved for County Recorder's Use

Number: 202200011980
Recorded: 12/7/2021 at 3:56:58.0 PM
County Recording Fee: $12.00
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Combined Fee: $15.22
Revenue Tax:
Sandie L. Smith, RECORDER
Black Hawk County, Iowa

This Plat or Survey is not a division of land.
Reference: 115 LD 057, except 329 Misc 555 & 574 LD 289

12-7-2021
Signature of Surveyor Date

Legal Description:

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2.) All dimensions are in US Survey feet and decimals thereof.
3.) The error of closure is better than 1:10,000
4.) Field work was completed: 10/8/2021

Feature Legend

- O Set 5/8"Ø x 24" Rebar w / Orange Cap L.S. #22561
- ● Property Corner Found
- △ Set Section Corner
- ▲ Section Corner Found
- 100.00' Dimension of Survey
- (100.00') Dimension of Record

PROFESSIONAL LAND SURVEYOR
Matthew A. Kofta 22561
IOWA

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

Matthew A. Kofta, P.L.S.
License number 22561
My license renewal date is December 31, 2022
12-7-2021 Date
Pages or sheets covered by this seal: 2 of 2

218102

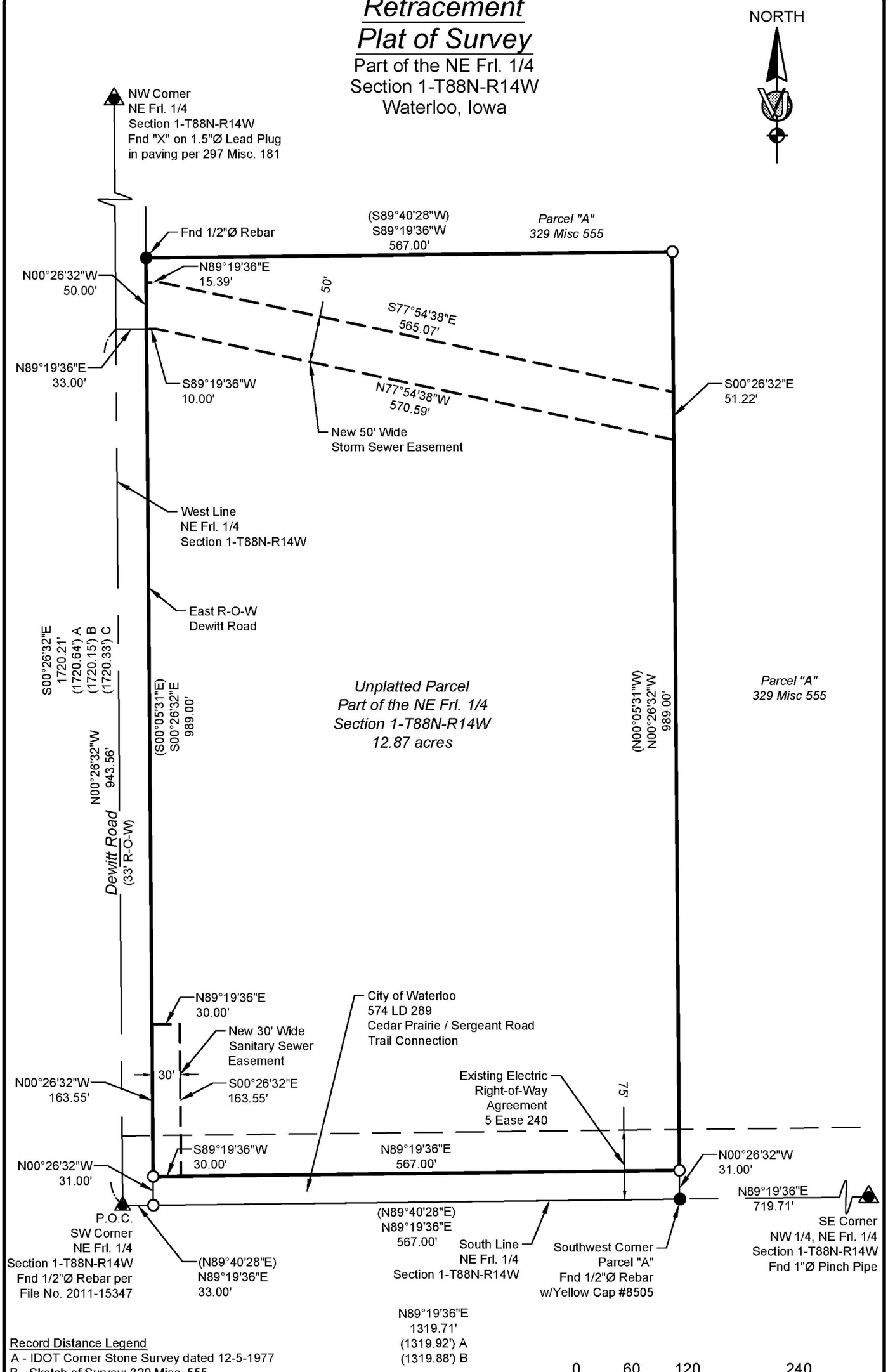
VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-266-5829

Part of the NE Frl. 1/4
Section 1-T88N-R14W
Waterloo, Iowa

page 1/2
scale 1"=120'
drawn by MAK
date 10/11/21

Retracement Plat of Survey

Part of the NE Frl. 1/4
Section 1-T88N-R14W
Waterloo, Iowa



Record Distance Legend
A - IDOT Corner Stone Survey dated 12-5-1977
B - Sketch of Survey: 329 Misc. 555
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VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-266-5829

Part of the NE Frl. 1/4
Section 1-T88N-R14W
Waterloo, Iowa

page 2/2
scale 1"=120'
drawn by MAK
date 8/11/20

CITY OF WATERLOO

Council Communication

Resolution approving temporary "No Parking" on the west side of the 200 block of West 4th Street during the outside and inside construction of the Waterloo Convention Center.

City Council Meeting: 5/16/2022
Prepared: 5/9/2022

SUBJECT:	Resolution approving temporary "No Parking" on the west side of the 200 block of West 4th Street during the outside and inside construction of the Waterloo Convention Center.
Submitted by:	Submitted By: Sandie Greco, Traffic Operations Director
Recommended Action:	Approve resolution
Summary Statement:	Veith Construction has asked for assistance. Meters were removed in this block so the construction fence can be next to the curb for equipment, etc. to be working inside and outside of the convention center. Drivers are moving the fence back so they can park along the curb.

CITY OF WATERLOO

Council Communication

Resolution approving the Amended Final Plat of Audubon Heights 7th Addition, a replat of Audubon Heights Fourth Addition, located south of 1747 Thrush Drive, and acknowledging and consenting to the corrected Final Plat, Certificate of Survey, and Affidavit of Surveyor.

City Council Meeting: 5/16/2022
Prepared: 5/10/2022

ATTACHMENTS:

	Description	Type
	Amended Audubon Heights 7th Addition Final Plat	Backup Material
	Amended Certificate of Survey Audubon Heights 7th Addition	Backup Material
	Affidavit of Surveyor Audubon Heights 7th Addition	Backup Material
	Plat of Survey for amended Final Plat	Backup Material
	Original Council Packet, before corrections	Backup Material

SUBJECT:	Resolution approving the Amended Final Plat of Audubon Heights 7th Addition, a replat of Audubon Heights Fourth Addition, located south of 1747 Thrush Drive, and acknowledging and consenting to the corrected Final Plat, Certificate of Survey, and Affidavit of Surveyor.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	approval
Summary Statement:	On May 3, 2021 the Council approved the Final Plat of Audubon Heights 7th Addition by Resolution No. 2021-297. The Final Plat has been recorded, improvements built, and the developer has started building homes within the subdivision, but has not yet sold any lots. It was recently discovered that there is a discrepancy with the easterly line of the subdivision, between the description of record and where the abutting farmer's fence is located. The developer is asking to amend and correct the plat adjacent to Lots 2 through 12 of the subdivision. The discrepancy ranges from 1.11' at the south end within Lot 2, to 4.8' at the north end within Lot 12. The developer's surveyor has prepared an amended Final Plat, Certificate of Survey, and Affidavit of Surveyor, and are asking that the City of Waterloo approve the amended Final Plat, and acknowledge and consent to the corrected Final Plat, Certificate of Survey, and Affidavit of Surveyor. The developer would then issue a quit claim deed to the abutting farmer to convey the narrow strip of ground between the existing fence line and the previously described property line adjacent to Lots 2 through 12.
Neighborhood Impact:	
Expenditure Required/Source of Funds:	None

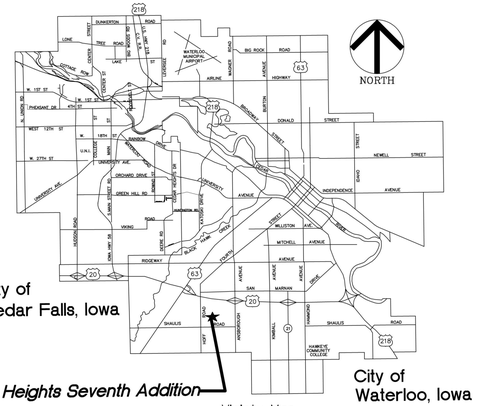
Legal Descriptions:

Amended Final Plat

Audubon Heights Seventh Addition

A Replat of a part of Tract 'D', Audubon Heights Fourth Addition
Waterloo, Black Hawk County, Iowa
May 2022

CURVE TABLE				DIMENSIONS IN 'FEET	
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD B
C1	78.01	1005.00	4°26'52"	78.00	N04°19'54"E
C2	41.48	1005.00	2°21'54"	41.48	N00°55'32"E
C3	119.50	1005.00	6°48'46"	119.43	N03°08'57"E
C4	52.54	205.00	14°41'04"	52.40	S86°03'49"W
C5	4.08	12.00	19°29'24"	4.06	S88°27'59"W
C6	5.08	64.00	4°33'04"	5.08	N84°03'51"W
C7	58.01	64.00	51°56'00"	56.04	S67°41'37"W
C8	51.57	64.00	46°10'05"	50.19	S18°38'35"W
C9	51.37	64.00	45°59'33"	50.01	S27°26'14"E
C10	53.42	64.00	47°49'25"	51.88	S74°20'43"E
C11	93.46	64.00	83°39'58"	85.37	N39°54'36"E
C12	312.91	64.00	280°05'03"	82.16	S41°51'51"E
C13	16.89	12.00	80°38'40"	15.53	N38°23'57"E
C14	41.01	145.00	16°12'13"	40.87	N86°49'23"E
C15	8.07	12.00	38°32'48"	7.92	N70°43'36"W
C16	44.20	64.00	39°33'58"	43.32	N71°14'11"W
C17	56.52	64.00	50°35'46"	54.70	S63°40'57"W
C18	56.49	64.00	50°34'34"	54.68	S13°05'47"W
C19	56.54	64.00	50°36'49"	54.72	S37°29'54"E
C20	76.40	64.00	68°23'34"	71.94	N82°59'54"E
C21	33.45	64.00	29°56'53"	33.07	N33°49'41"E
C22	323.59	64.00	289°41'33"	73.70	S16°17'59"E
C23	14.90	12.00	71°08'46"	13.96	N54°25'37"E
C24	45.24	945.00	2°44'35"	45.24	S01°06'52"W
C25	66.52	945.00	4°02'00"	66.51	S04°30'10"W
C26	111.77	945.00	6°46'35"	111.70	S03°07'52"W
C27	58.02	945.00	03°31'04"	58.01	S08°16'41"W
	(58.02)	(945.00)	(3°31'04")	(58.01)	S08°16'41"W



Legal Description:

That part of Tract "D", Audubon Heights Fourth Addition, which is in the Southwest Quarter (SW 1/4) of Section Eight (08), Township Eighty-eight North (T88N), Range Thirteen West (R13W) of the Fifth Principal Meridian, City of Waterloo, Black Hawk County, Iowa,

EXCEPT

Audubon Heights Fifth Addition

AND EXCEPT

Audubon Heights Sixth Addition.

AND EXCEPT

A parcel beginning at the Southeast corner of Lot Six (06), Audubon Park Third Addition; thence S89°47'44"W Four and Eighty-Hundredths (4.80) feet along the South line of said Lot Six (06); thence S00°31'36"E Eighty-five (85.00) feet; thence S00°28'59"E Seventy-six (76.00) feet; thence S00°28'59"E Seventy-six (76.00) feet; thence S00°11'01"E Seventy-eight (78.00) feet; thence S00°41'52"E Seventy-eight (78.00) feet; thence S00°55'13"E Ninety-five (95.00) feet to the North line of Woodswallow Lane; thence N89°47'44"E Two and Twenty Hundredths (2.20) feet along said North line to the East line of the West Half (W 1/2) of the East Half (E 1/2) of aforesaid Southwest Quarter (SW 1/4); thence N00°15'25"W Four Hundred Eighty-eight (488.00) feet along said East line to the point of beginning containing 1856 square feet.

AND EXCEPT

A parcel commencing at the Northeast corner of Lot Forty-four (44) Audubon Heights Sixth Addition; thence N00°15'25"W One Hundred Thirteen and Thirty-five Hundredths (113.35) feet along the East line of the West Half (W 1/2) of the East Half (E 1/2) of aforesaid Southwest Quarter (SW 1/4) to the point of beginning; thence continue N00°15'25"W Three Hundred Fifty-five and Twenty-three Hundredths (355.23) feet still along said East line to the South line of Woodswallow Lane; thence S89°47'44"W One and Forty Hundredths (1.40) feet along said South line; thence S00°19'02"E Ninety-five (95.00) feet; thence S00°15'25"E Eighty-two (82.00) feet; thence S00°19'42"E Eighty and Twenty-three Hundredths (80.23) feet; thence S00°37'27"E Seventy-eight (78.00) feet; thence S00°15'25"E Sixty-two and Ninety-four Hundredths (62.94) feet; thence N88°07'13"E One and Eleven Hundredths (1.11) feet to the point of beginning containing 466 square feet.

GENERAL NOTES:

1. OWNER/DEVELOPER: MIDWEST DEVELOPMENT CO.
   411 1ST AVENUE SE, SUITE 410,
   CEDAR RAPIDS, IA 52401-1368
   PHONE: (319) 363-3444
2. ENGINEER/SURVEYOR: WAYNE CLAASSEN ENGINEERING AND SURVEYING, INC.
   2705 UNIVERSITY AVENUE
   PHONE: (319) 235-6294
3. TRACTS "A", "B", "C" AND "D" TO BE DEDICATED TO THE CITY OF WATERLOO FOR STREET
4. AREA OF FINAL PLAT IN ALIQUOT PART:
   NE 1/4, SW 1/4, SEC. 08-T88N-R13W 11.63 ACRES
   SE 1/4, SW 1/4, SEC. 08-T88N-R13W 1.66 ACRES

LEGEND:

- "●" – DENOTES FOUND IRON PIN & RED CAP #16775 (UNLESS NOTED OTHERWISE.)
- ⊗ – DENOTES FOUND 'X' CUT IN CONCRETE
- ○ – DENOTES SET 0.5"X24" IRON PIN & RED CAP #16775
- △ – DENOTES SECTION CORNER
- (0.00') – DENOTES RECORD DIMENSION
- 0.00' – DENOTES FIELD DIMENSION
- S.F. – DENOTES SQUARE FEET

Sheet 1 of 1

CERTIFICATION

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.

Signature: _____
David L. Schell, L.S.

Date: _____, 20____ License No. 16775

Pages or Sheets Covered by this Seal: 2

My license renewal date is December 31, 2022

wayne claassen engineering and surveying, inc.
waterloo, iowa

4525F

WAYNE CLAASSEN ENGINEERING AND SURVEYING, INC. PHONE: (VOICE) 319-235-6294
P. O. BOX 898 WATERLOO, IOWA 50704-0898 (FAX) 319-235-0028

CERTIFICATE OF SURVEY

I, David L. Scheil, Licensed Land Surveyor, do hereby certify that I have made a survey of what is to be known as AUDUBON PARK SEVENTH ADDITION, Waterloo, Black Hawk County, Iowa, which is located on and embraces the following described premises, to-wit:

That part of Tract "D", Audubon Heights Fourth Addition, which is in the Southwest Quarter (SW 1/4) of Section Eight (08), Township Eighty-eight North (T88N), Range Thirteen West (R13W) of the Fifth Principal Meridian, City of Waterloo, Black Hawk County, Iowa,

EXCEPT Audubon Heights Fifth Addition

AND EXCEPT Audubon Heights Sixth Addition.

AND EXCEPT

A parcel beginning at the Southeast corner of Lot Six (06), Audubon Park Third Addition; thence S89°47'44"W Four and Eighty-Hundredths (4.80) feet along the South line of said Lot Six (06); thence S00°31'36"E Eighty-five (85.00) feet; thence S00°28'59"E Seventy-six (76.00) feet; thence S00°28'59"E Seventy-six (76.00) feet; thence S00°11'01"E Seventy-eight (78.00) feet; thence S00°41'52"E Seventy-eight (78.00) feet; thence S00°55'13"E Ninety-five (95.00) feet to the North line of Woodswallow Lane; thence N89° 47'44"E Two and Twenty Hundredths (2.20) feet along said North line to the East line of the West Half (W 1/2) of the East Half (E 1/2) of aforesaid Southwest Quarter (SW 1/4); thence N00°15'25"W Four Hundred Eighty-eight (488.00) feet along said East line to the point of beginning containing 1856 square feet.

AND EXCEPT

A parcel commencing at the Northeast corner of Lot Forty-four (44) Audubon Heights Sixth Addition; thence N00°15'25"W One Hundred Thirteen and Thirty-five Hundredths (113.35) feet along the East line of the West Half (W 1/2) of the East Half (E 1/2) of aforesaid Southwest Quarter (SW 1/4) to the point of beginning; thence continue N00°15'25"W Three Hundred Fifty-five and Twenty-three Hundredths (355.23) feet still along said East line to the South line of Woodswallow Lane; thence S89°47'44"W One and Forty Hundredths (1.40) feet along said South line; thence S00°19'02"E Ninety-five (95.00) feet; thence S00°15'25"E Eighty-two (82.00) feet; thence S00°19'42"E Eighty and Twenty-three Hundredths (80.23) feet; thence S00°37'27"E Seventy-eight (78.00) feet; thence S00°15'25"E Sixty-two and Ninety-four Hundredths (62.94) feet; thence N88°07'13"E One and Eleven Hundredths (1.11) feet to the point of beginning containing 466 square feet.

I further certify that the accompanying plat is a true representation of such survey and is made in accordance with my field notes thereof; that the location of streets, avenues and lots and their representative names, numbers, widths, courses and dimensions are to be as shown on the accompanying plat; that said survey and plat contain and show any excesses and/or deficiencies from former surveys, and that iron stakes are set at all lot corners by one year from this date.

WITNESS my hand and seal at Waterloo, Iowa, this _____ day of _____, 2022.

David L. Scheil
L.S. No. 16775
State of Iowa

WAYNE CLAASSEN ENGINEERING AND SURVEYING, INC. Ph: 319-235-6294
P. O. BOX 898
WATERLOO, IA

PREPARED BY: David L. Scheil

SURVEYOR'S AFFIDAVIT OF CORRECTION

STATE OF IOWA }
}
COUNTY OF BLACK HAWK }

I, David L. Scheil, Licensed Land Surveyor, being first duly sworn, do on oath depose and state that I made a Final Plat of Audubon Heights Seventh Addition recorded in Document No. 2022-07648. I further state that the East lot line of Lots 02 through 12 are being move to coincide with the existing woven wire/barbed wire fence. The Drainage and Utility Easement will remain 30'.

Witness my hand this 10 day of May, 2022.

David L. Scheil
L.S. Iowa 16775

Subscribed and sworn before me this _____ day of May, 2022.

Notary Public

INDEX LEGEND
General Description: Part of the Part of the SW 1/4, Sec. 08–T88N–R13W,
Surveyor: David L. Scheil (#16775)
Surveying Company: Wayne Claassen Engineering & Surveying, Inc. 2705 University Avenue (P.O. Box 898) Waterloo, Iowa 50704 (319)235–6294
Survey Requested By: Skogman Homes
Proprietor: Midwest Development Co.

For County Recorder's use.

PLAT OF SURVEY

Parcels "P" & "Q"

LEGAL DESCRIPTION
Parcel "P"

That part of Tract "D", Audubon Heights Fourth Addition, which is in the Southwest Quarter (SW 1/4) of Section Eight (08), Township Eighty–eight North (T88N), Range Thirteen West (R13W) of the Fifth Principal Meridian, City of Waterloo, Black Hawk County, Iowa, described as follows:

Beginning at the Southeast corner of Lot Six (06), Audubon Park Third Addition; thence S89°47'44"W Four and Eighty–Hundredths (4.80) feet along the South line of said Lot Six (06); thence S00°31'36"E Eighty–five (85.00) feet; thence S00°28'59"E Seventy–six (76.00) feet; thence S00°28'59"E Seventy–six (76.00) feet; thence S00°11'01"E Seventy–eight (78.00) feet; thence S00°41'52"E Seventy–eight (78.00) feet; thence S00°55'13"E Ninety–five (95.00) feet to the North line of Woodswallow Lane; thence N89° 47'44"E Two and Twenty Hundredths (2.20) feet along said North line to the East line of the West Half (W 1/2) of the East Half (E 1/2) of aforesaid Southwest Quarter (SW 1/4); thence N00°15'25"W Four Hundred Eighty–eight (488.00) feet along said East line to the point of beginning containing 1856 square feet.

LEGAL DESCRIPTION
Parcel "Q"

That part of Tract "D", Audubon Heights Fourth Addition, which is in the Southwest Quarter (SW 1/4) of Section Eight (08), Township Eighty–eight North (T88N), Range Thirteen West (R13W) of the Fifth Principal Meridian, City of Waterloo, Black Hawk County, Iowa, described as follows:

A parcel commencing at the Northeast corner of Lot Forty–four (44) Audubon Heights Sixth Addition; thence N00°15'25"W One Hundred Thirteen and Thirty–five Hundredths (113.35) feet along the East line of the West Half (W 1/2) of the East Half (E 1/2) of aforesaid Southwest Quarter (SW 1/4) to the point of beginning; thence continue N00°15'25"W Three Hundred Fifty–five and Twenty–three Hundredths (355.23) feet still along said East line to the South line of Woodswallow Lane; thence S89°47'44"W One and Forty Hundredths (1.40) feet along said South line; thence S00°19'02"E Ninety–five (95.00) feet; thence S00°15'25"E Eighty–two (82.00) feet; thence S00°19'42"E Eighty and Twenty–three Hundredths (80.23) feet; thence S00°37'27"E Seventy–eight (78.00) feet; thence S00°15'25"E Sixty–two and Ninety–four Hundredths (62.94) feet; thence N88°07'13"E One and Eleven Hundredths (1.11) feet to the point of beginning containing 466 square feet.

This Plat or Subdivision has been reviewed by (City of Waterloo)

Signature of (City of Waterloo) Zoning Ordinance Administrator

Date

CES FILE NO. ____ ml

CES

CERTIFICATION

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.

Date of Survey: May 10, 2022

Signature: _____
David L. Scheil, P.L.S.

Date: _____, 20____ License No. 16775

Pages or Sheets Covered by this Seal: 2

My license renewal date is December 31, 2022

WAYNE CLAASSEN ENGINEERING AND SURVEYING, INC.
P.O. BOX 898 WATERLOO, IOWA 50704-0898

PHONE: (VOICE) 319-235-6294
(FAX) 319-235-0028

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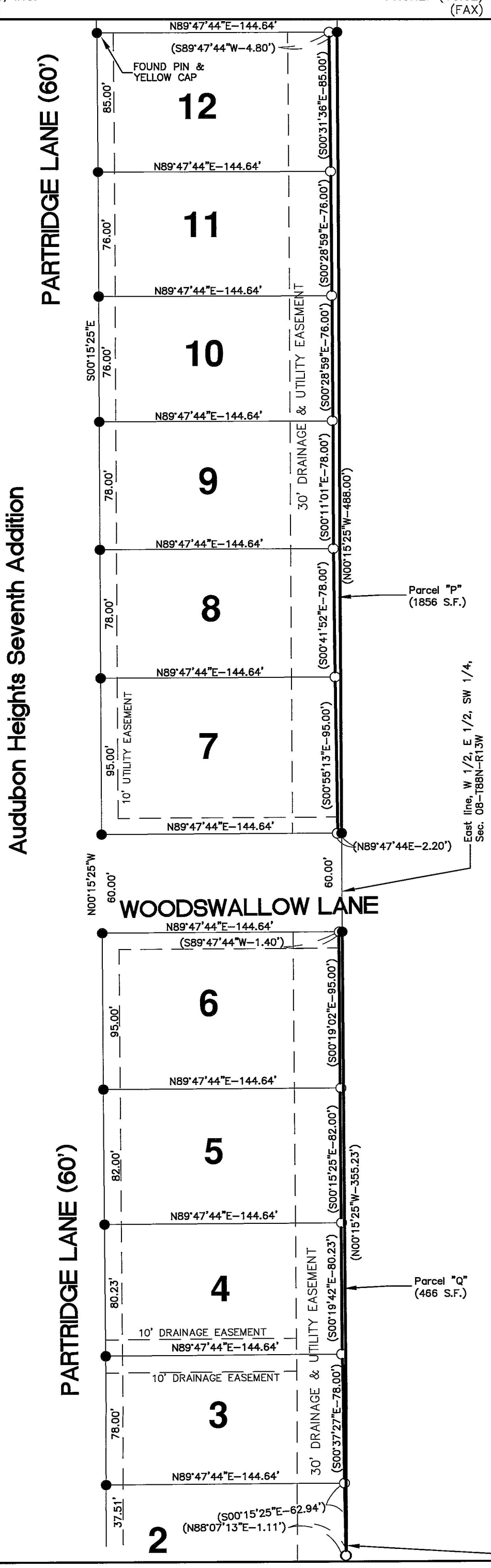
1 INCH = 60 FEET

PLAT OF SURVEY

Parcels "P" & "Q"
Part of the SW 1/4, Sec. 08-T88N-R13W
Waterloo, Black Hawk County, Iowa
Survey for: Skogman Homes
Proprietor: Midwest Development Co.

SURVEY LEGEND:

- ● DENOTES FOUND PIN & RED CAP #16775 (UNLESS NOTED OTHERWISE)
- ○ DENOTES 1/2" X 24" STEEL REBAR W/ RED PLASTIC CAP W/ NO. 16775 SET
- 000.00 DENOTES RECORD DIMENSION
- (000.00) DENOTES FIELD DIMENSION



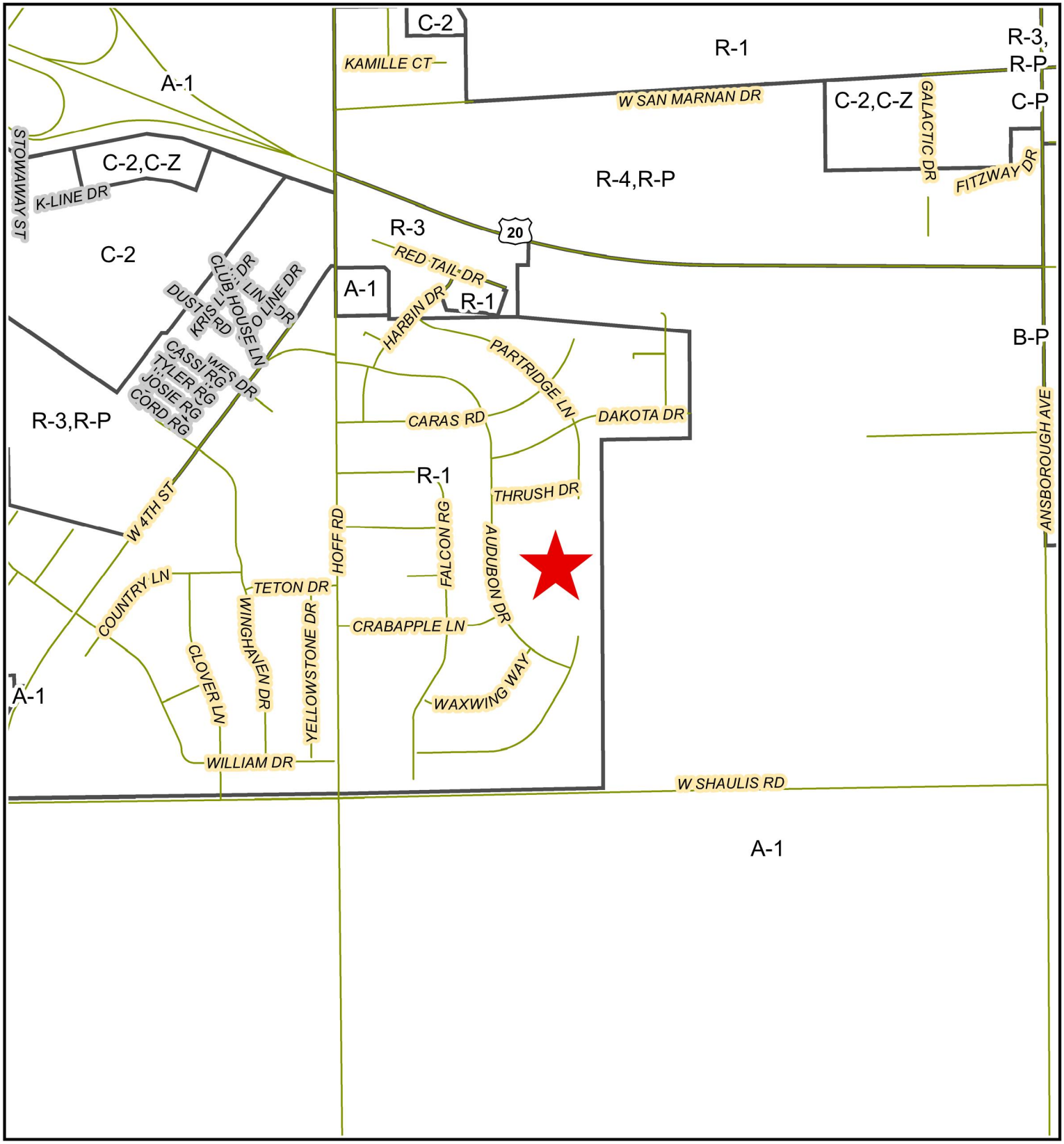
REQUEST:	Request by Midwest Development for the Final Plat of Audubon Heights 7th Addition a replat of Audubon Heights Fourth Addition located south of 1747 Thrush Drive.
APPLICANT(S):	Midwest Development, 411 1st Avenue SE, Suite 410, Cedar Rapids, Iowa 52401
GENERAL DESCRIPTION:	This request would create 31 lots for residential development ranging in size from 10,993 SF to 27,557 SF.
IMPACT ON NEIGHBORHOOD:	The request would not appear to have a negative impact on the area. The requested lots would appear to be of similar size and dimension to surrounding lots to the west, north, and south and represents a logical extension of the surrounding development.
VEHICULAR & PEDESTRIAN TRAFFIC:	The request would not appear to have a negative impact on traffic conditions. There would be a roadway extension of Partridge Lane along with new streets Sunbird Court, Goldcrest Court and Woodswallow Lane which will be classified as Local Streets. West Shaulis Road to the south is classified as a Minor Arterial. As each lot in the subdivision is developed, sidewalk will need to be extended along the frontage.
TRAIL PLAN:	There is a recreational trail located on the north side of West Shaulis Road.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The site is zoned “R-1” One and Two Family Residence District and has been since the April 7, 1979 with adoption of Ordinance No. 3018 when it was rezoned from A-1 Agricultural District.
	North - “R-1”- One and Two Family Residence District, Single family homes.
	South - “R-1”- One and Two Family Residence District, existing single-family homes.
	East - “A-1”- Agricultural District, Farm ground.
	West - “R-1”- One and Two Family Residence District, single-family homes.
BUFFERS REQUIRED/ NEEDED:	The request would not require any buffering by ordinance standards.
DRAINAGE:	Drainage will go from the subdivision into Tract “E” of Audubon Heights Fourth Addition, which is a shared detention area for the entire subdivision. There is a portion of a 30’ drainage and utility easement along the rear of Lot 44 that drains to Tract “E”.
DEVELOPMENT HISTORY:	Surrounding single family homes were constructed in the 1970’s until present day.

FLOODPLAIN:	The 31 lots are not within the floodplain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 19013C0284F, dated July 18, 2011.
PUBLIC/OPEN SPACES/SCHOOLS	Lou Henry Elementary School is located 1.72 miles to the northeast, Hoover Middle School is located 1.80 miles to the northeast and West High School is located 2.52 miles to the northeast. Prairie Grove Park is located 0.736 miles to the west.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER.	The Final plat shows a 30’ building line and a 10’ utility easement is shown in the front of all proposed lots.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates the area in question as *Low Density Residential*. This request would be in compliance with such designation. The site is located within the Primary Growth Area as designated on the Growth Area Map within the Comprehensive Plan.
STAFF ANALYSIS – ZONING ORDINANCE:	The Final Plat consists of 31 lots, containing approximately 16.86 acres of land, which is located north of West Shaulis Road and east of Hoff Road. The lots vary in size measuring from 10,993 SF to 27,557 SF. Multiple streets shown as Tract “A”, Partridge Lane, Tract “B” Goldcrest Court, Tract “C” Sundbird Court and Tract “D” Woodswallow Lane will be dedicated to the City for street use upon approval of the Final Plat. The Planning Programming and Zoning Commission voted unanimously 9-0 to recommend approval of the final plat.
STAFF ANALYSIS – SUBDIVISION ORDINANCE:	The Subdivision Ordinance requires that Final Plat submissions include such criteria as boundaries of property, engineer’s certificate, easements and right-of-way widths. All information has been submitted by the applicant. The Final Plat shows platted building lines, property lines with dimensions, easements and right-of-way widths. The applicant has also submitted an Engineer’s Certificate of Survey, Deed of Dedication, and Contract, Petition and Waiver.
STAFF RECOMMENDATION:	Therefore, staff recommends that the request for for the Final Plat of Audubon Heights 7th Addition a replat of Audubon Heights Fourth Addition located south of 1747 Thrush Drive be approved for the following reasons: 1. The plat is in accordance with the Subdivision Ordinance The new addition can be served by the extension of existing utilities. 2. The plat is in accordance with the Comprehensive Plan and

Future Land Use Map, which classify this area as residential.

3. The plat will create an additional infill development site in the Primary Growth Area.

City of Waterloo Planning, Programming and Zoning Commission
April 13, 2021



N
W E
S

1,000 500 0 1,000 Feet

Waterloo Iowa

Audubon Heights 7th Addition Final Plat
Final Plat
Midwest Development

City of Waterloo Planning, Programming and Zoning Commission
April 13, 2021



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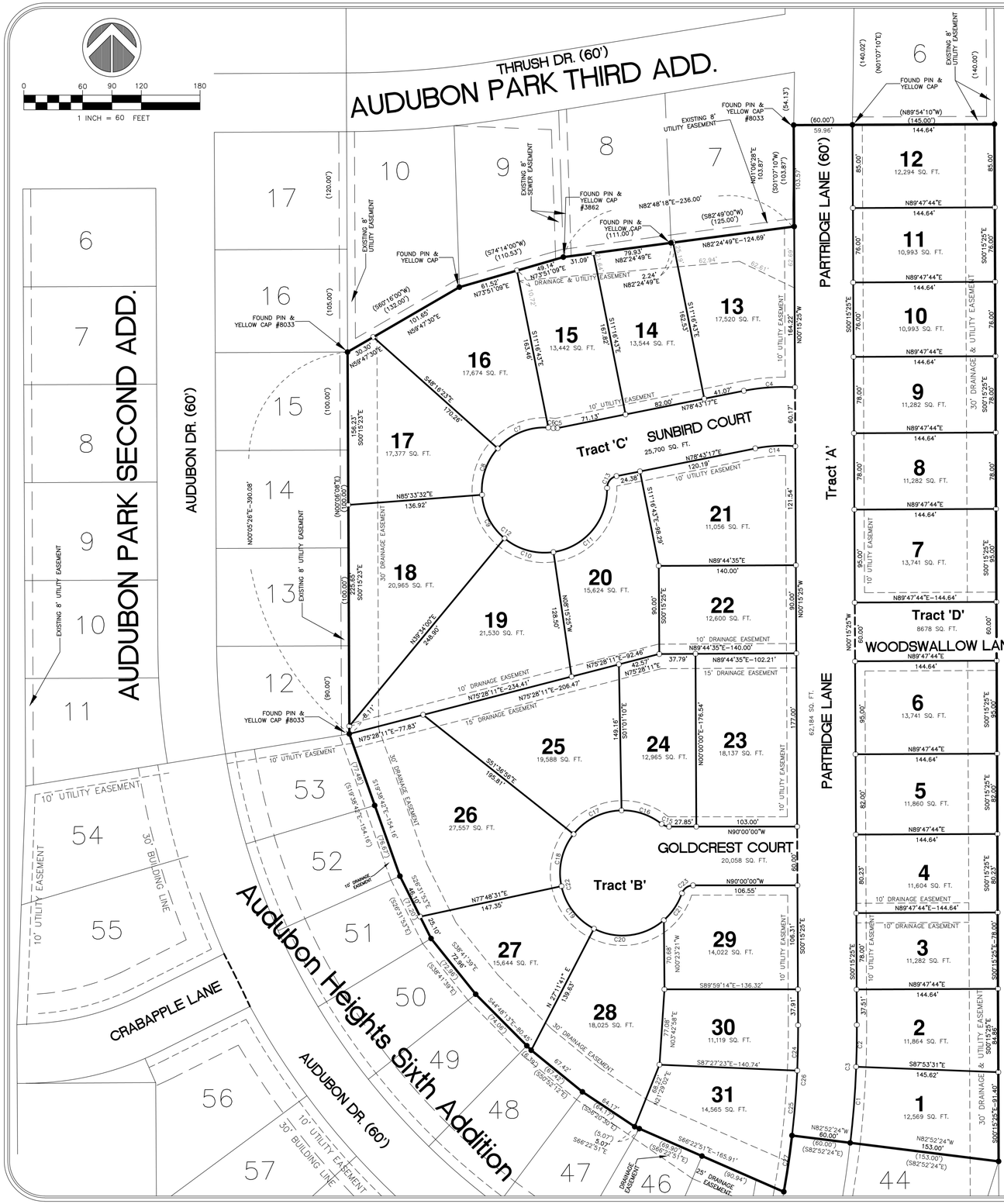
Waterloo Iowa

Audubon Heights Seventh Addition
Final Plat
Midwest Development

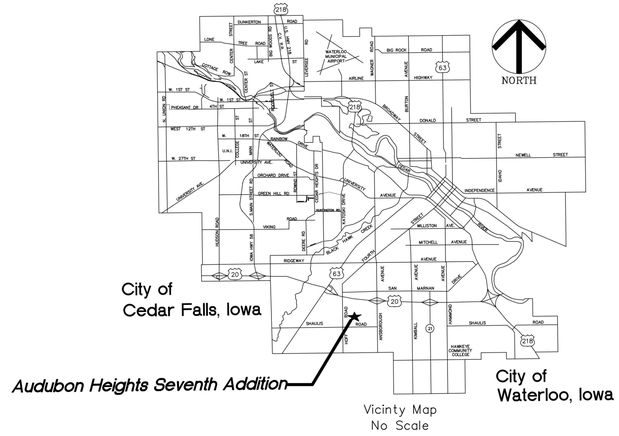
Final Plat

Audubon Heights Seventh Addition

A Replat of a part of Tract 'D', Audubon Heights Fourth Addition
Waterloo, Black Hawk County, Iowa
March 2021



CURVE TABLE	DIMENSIONS IN FEET				
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD B
C1	78.01	1005.00	4°26'52"	78.00	N04°19'54"E
C2	41.48	1005.00	2°21'54"	41.48	N00°55'32"E
C3	119.50	1005.00	6°48'46"	119.43	N03°08'57"E
C4	52.54	205.00	14°41'04"	52.40	S86°03'49"W
C5	4.08	12.00	19°29'24"	4.06	S88°27'59"W
C6	5.08	64.00	4°33'04"	5.08	N84°03'51"W
C7	58.01	64.00	51°56'00"	56.04	S67°41'37"W
C8	51.57	64.00	46°10'05"	50.19	S18°38'35"W
C9	51.37	64.00	45°59'33"	50.01	S27°26'14"E
C10	53.42	64.00	47°49'25"	51.88	S74°20'43"E
C11	93.46	64.00	83°39'58"	85.37	N39°54'36"E
C12	312.91	64.00	280°05'03"	82.16	S41°51'51"E
C13	16.89	12.00	80°38'40"	15.53	N38°23'57"E
C14	41.01	145.00	16°12'13"	40.87	N86°49'23"E
C15	8.07	12.00	38°32'48"	7.92	N70°43'36"W
C16	44.20	64.00	39°33'58"	43.32	N71°14'11"W
C17	56.52	64.00	50°35'46"	54.70	S63°40'57"W
C18	56.49	64.00	50°34'34"	54.68	S13°05'47"W
C19	56.54	64.00	50°36'49"	54.72	S37°29'54"E
C20	76.40	64.00	68°23'34"	71.94	N82°59'54"E
C21	33.45	64.00	29°56'53"	33.07	N33°49'41"E
C22	323.59	64.00	289°41'33"	73.70	S16°17'59"E
C23	14.90	12.00	71°08'46"	13.96	N54°25'37"E
C24	45.24	945.00	2°44'35"	45.24	S01°06'52"W
C25	66.52	945.00	4°02'00"	66.51	S04°30'10"W
C26	111.77	945.00	6°46'35"	111.70	S03°07'52"W
C27	58.02	945.00	03°31'04"	58.01	S08°16'41"W
	(58.02)	(945.00)	(3°31'04")	(58.01)	S08°16'41"W



Legal Description:

That part of Tract "D", Audubon Heights Fourth Addition, which is in the Southwest Quarter (SW 1/4) of Section Eight (08), Township Eighty-eight North (T88N), Range Thirteen West (R13W) of the Fifth Principal Meridian, City of Waterloo, Black Hawk County, Iowa,

EXCEPT

Audubon Heights Fifth Addition

AND EXCEPT

Audubon Heights Sixth Addition.

GENERAL NOTES:

1. OWNER/DEVELOPER: MIDWEST DEVELOPMENT CO.
   411 1ST AVENUE SE, SUITE 410,
   CEDAR RAPIDS, IA 52401-1368
   PHONE: (319) 363-3444
2. ENGINEER/SURVEYOR: WAYNE CLAASSEN ENGINEERING AND SURVEYING, INC.
   2705 UNIVERSITY AVENUE
   PHONE: (319) 235-6294
3. TRACTS "A", "B", "C" AND "D" TO BE DEDICATED TO THE CITY OF WATERLOO FOR STREET
4. AREA OF FINAL PLAT IN ALIQUOT PART:
   NE 1/4, SW 1/4, SEC. 08-T88N-R13W 11.63 ACRES
   SE 1/4, SW 1/4, SEC. 08-T88N-R13W 1.66 ACRES

LEGEND:

- "●" – DENOTES FOUND IRON PIN & RED CAP #16775 (UNLESS NOTED OTHERWISE.)
- ⊗ – DENOTES FOUND 'X' CUT IN CONCRETE
- ○ – DENOTES SET 0.5"X24" IRON PIN & RED CAP #16775
- △ – DENOTES SECTION CORNER
- (0.00') – DENOTES RECORD DIMENSION
- 0.00' – DENOTES FIELD DIMENSION
- S.F. – DENOTES SQUARE FEET

Sheet 1 of 1

CERTIFICATION

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.

Signature: _____
David L. Schell, L.S.

Date: _____, 20____ License No. 16775

Pages or Sheets Covered by this Seal: 2

My license renewal date is December 31, 2022

wayne claassen engineering and surveying, inc.
waterloo, iowa

4525F

Prepared by: Richard R. Morris, 620 Lafayette Street, Ste. 300, PO Box 178, Waterloo, IA 50704 (319) 234-1766

DEED OF DEDICATION
OF
AUDUBON HEIGHTS SEVENTH ADDITION
WATERLOO, BLACK HAWK COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That Midwest Development Co., an Iowa corporation, with its principal office in Cedar Rapids, Iowa, being desirous of setting out and platting into lots and streets the land described in the attached Certificate of Survey by David Scheil, a licensed land surveyor, dated the _____ day of _____, 2021, do by these presents designate and set apart the aforesaid premises as a subdivision of the City of Waterloo, Iowa, the same to be known as:

AUDUBON HEIGHTS SEVENTH ADDITION
WATERLOO, BLACK HAWK COUNTY, IOWA,

all of which is with the free consent and the desire of the undersigned and the undersigned do hereby designate and set apart for public use the streets and avenues as shown upon the attached plat.

EASEMENTS

The undersigned do hereby grant and convey to the City of Waterloo, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, storm sewer, drain tile, surface drainage, gas, electricity, communication service or cable television, perpetual easements for the erection, laying, building, and maintenance of said services over, across, on and/or under the property as shown on the attached plat.

RESTRICTIONS

Be it also known that the undersigned do hereby covenant and agree for themselves and their successors and assigns that each and all of the residential lots in said subdivision be and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or their successors in interest may hereinafter make for any of said lots and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in all particulars hereinafter stated, to-wit:

1. Any dwelling that shall be erected on any lot shall have a minimum setback from the front of the lot line of 30 feet as indicated on the plat.

2. Although lots in said Addition may be split or divided in any fashion to provide for more lot area when added to an adjoining lot, no dwelling shall be built or maintained on any partial lot unless said partial lot is combined with an adjoining lot or partial lot so that the resulting lot has no less frontage than the smallest lot as indicated on the plat.

3. No buildings or structure not attached to the original structure shall be constructed upon any lot or combination of lots in this subdivision, with the exception of a gazebo which has been approved in accordance with Paragraph 21 hereof. Sheds may be permitted but only if size, design, and materials are approved in writing by the developer. After completion of all houses in the plat, approval for a shed not previously approved by the developer shall be approved by the Association.

4. No trailer, basement, tent, shack, garage or barn erected in said Addition shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot in said Addition.

5. Midwest Development Co. or any other lot owner shall construct only one family dwellings on the lots in this subdivision.

6. No single family dwelling shall be constructed, permitted or occupied on any lot herein having square footage floor space, designed, intended and constructed for living quarters, which space shall not include cellars, attics, garages, breezeways, porches, stoops, and other such non-living areas, of less than the following requirements:

A. 1,300 square feet for single story houses.

B. Any split level house, one and one-half story house, or house of two stories must have total minimum square footage of at least 1,300 square feet.

7. Each single family residence shall have a minimum of a two-car attached garage with a minimum of 400 square feet.

8. The owner of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris. Further, the owner and/or occupant of each lot shall jointly and severally be responsible to keep in good order or to maintain the area between the curbline and the property line abutting his property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement or other monument-type mail boxes, stakes, post or rods to which a metal, plastic or similar receptacle designed to hold newspapers are affixed, retaining walls, landscaping brick, block, stone, timber or other similar material, or any other similar obstructions.

9. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. All approaches and driveways in said Addition shall be paved with concrete.

11. No dwelling on any lot in said Addition shall be occupied until it meets City of Waterloo requirements for occupancy.

12. No old or used buildings shall be moved upon any of the lots in said Addition for any purpose.

13. All electrical distribution lines and service entrances, all telephone lines and services therefor, all cable TV/fiber optic cable and service therefor, and all other utilities of whatever kind or nature shall be installed underground on all lots in said Addition.

14. No dog compound, enclosure, shelter, storage outbuilding, playhouse, or wood pile for firewood shall be constructed, used or maintained within ten feet of any lot line nor shall they exceed eight feet in height on any of said lots. All outbuilding exteriors shall be approved by the developer in writing prior to start of construction. After completion of all houses in the plat, approval of outbuilding exteriors not previously approved by the developer shall be approved by the Association.

15. A perpetual easement is reserved along the lot lines of said lots as shown by the recorded plat for storm water drainage and utility installation and maintenance. There shall be no fences, buildings, large plantings or other obstructions upon or under the property covered by these easements, so that access is available for any equipment and/or persons necessary for the construction, reconstruction or maintenance of said utilities and/or drainage ways.

16. No radio station or short-wave operators of any kind shall operate from any lot which shall cause interference with audio or visual reception upon any other lot. Antennas are permitted if attached to the structure and do not extend more than eight feet above the peak of the home. All other antennas, satellite TV dishes in excess of 24 inches in diameter, poles for radios, and windmills are prohibited.

17. No motor home or recreational vehicle, trailer of any kind, whether camping, boat, house, utility or otherwise, shall be parked or kept for more than a 48 hour period on any street, driveway or on the lot in said Addition. Any such vehicle must be stored inside the garage.

18. No bus, semi-tractor, trailer or truck of any kind, except what is commonly described as a "pickup truck", shall be kept or parked on any lot or street in said Addition; provided, however, that this prohibition shall not apply to such vehicles driven in said Addition in pursuit of and in conducting their usual business.

19. No shrubs or trees shall be planted so as to infringe upon adjoining property lines based on maximum expected growth and shall be maintained so as not to infringe.

20. Each person or entity who is a record owner of a fee or undivided fee interest in any lot shall be a member of the Association to be known as Audubon Heights Neighborhood Association. This shall not be construed to include persons or entities who hold an interest merely as security for the performance of an obligation. There shall be a maximum of one vote per lot or residence, in the event the residence takes up more than one lot, and each lot owner shall be a member of the Neighborhood Association. Membership shall be appurtenant to and may not be separated from ownership of any lot; ownership of such lot shall be the sole qualification of membership.

The purpose of the Audubon Heights Neighborhood Association shall be to maintain the common areas, green spaces and 40 foot by 40 foot triangle landscape and signage easement in the southeast corner of Lot 9, in Audubon Heights Fourth Addition, Audubon Heights Fifth Addition, Audubon Heights Sixth Addition, and Audubon Heights Seventh Addition, including but not limited to the storm water detention basins and signage to be developed, and such other activities as set forth in the Articles of Incorporation and Bylaws of the Association. Such ownership and maintenance shall include, but not be limited to, mowing, watering, including upkeep of any underground sprinkler system, and maintenance of common areas. Initially, the developer, Midwest Development Co. shall perform the actual construction duties to establish the common areas, green spaces, entrance and surrounding access area as to their lots. The homeowner's responsibility for these areas shall begin when the developer, Midwest Development Co. notifies the Neighborhood Association that they are turning over the responsibility of those areas to the Neighborhood Association.

Developers hereby grant to the City of Waterloo, Iowa, access to the storm water detention basin for the purpose of inspection and enforcement of any city code or ordinance provisions governing the maintenance of the storm water detention basin, designated as Tract E, Audubon Heights Fourth Addition.

The annual dues for the Association shall initially be set at $100.00 per year per lot or residence, if a residence encompasses more than one lot, beginning January 1, 2022. The Association shall have the ability and authority to adjust annual dues as it deems appropriate to carry out the maintenance duties described above. The developer, Midwest Development Co. shall have no responsibility for annual association dues. Developer further grants to the City of Waterloo, Iowa, the ability to assess all lots in the Audubon Heights Neighborhood Association for the cost of maintaining the storm water detention basins in the event said Association fails to provide said maintenance acceptable to the City of Waterloo, Iowa.

21. No building or structure shall be erected or placed on any lot in this subdivision until the building plans, and plot plan, showing all buildings, fences, patios, and pools, and showing the location thereof, and side yard distances, rear yard distances, front yard distances, driveways, and walkways, and type of construction have been approved in writing as to conformity and harmony of external design and quality workmanship and materials with existing structures in the subdivision by Midwest Development Co. After completion of all houses in the plat, approval of any additional plans not previously approved by the developer shall be approved by the Association.

22. All of the provisions hereof shall be enforceable by appropriate legal proceedings by any present or future owner of the legal or equitable title to any lot in said subdivision. Invalidation of any one or more of the within restrictions by judgment or decree of court shall not be regarded as affecting the validity of any of the other provisions hereof, nor shall any judicial determination with respect to any of the restrictive provisions hereof be regarded as affecting the validity or sufficiency of this instrument as a deed of dedication of said plat, all of which such other provisions shall remain in full force and effect.

23. The undersigned and all persons and corporations hereafter requiring any right, title or interest in any of the lots in said subdivision shall be taken and held to have agreed and covenanted with the owners of all other lots in this subdivision and with the respective successors and assigns of all of the rest of such other lots to conform to and observe all of the foregoing covenants, restrictions and stipulations as to the construction of building thereon for a period of twenty-one (21) years from the date of filing of said plat and this deed of dedication for record. Within the period of twenty-one (21) years

and in accordance with Iowa Code Chapter 614.24 and 614.25 (2021 Code of Iowa) or their successor provisions, these covenants, restrictions and stipulations shall be automatically extended for an additional period of twenty-one (21) years upon compliance with Chapter 614.24 and Chapter 614.25 of the 2021 Code of Iowa. In the event an extension of the covenants, restrictions and stipulations is not filed within the period of twenty-one (21) years or successive 21-year period, then the covenants, restrictions and stipulations contained herein shall terminate at the end of the existing period of twenty-one (21) years.

24. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning property in said Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and for the purpose of preventing such acts or to recover damages for such violation, or both, and for costs and reasonable attorney's fees as determined by the Court and not the statute.

25. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs or cats maximum, or other household pets are allowed and then only if they are not kept, bred or maintained for any commercial purposes. Such animals shall be kept under control so as not to constitute a public nuisance and must be kept in compliance with applicable zoning laws and regulations of the City of Waterloo, Black Hawk County, Iowa.

26. Upon the sale of a lot, owner shall take responsibility for any erosion control issues, certifications and/or requirements of the Iowa Department of Natural Resources.

27. All buildings erected on any lot in said Addition shall be constructed in accordance with the Building, Plumbing and Electrical Codes of the City of Waterloo, Iowa.

28. The developer, Midwest Development Co. agrees:

A. That it shall with respect to the streets shown on the attached plat, Partridge Lane-Tract A, Goldcrest Court-Tract B, Sunbird Court-Tract C, and Woodswallow Lane-Tract D be brought to City grade and will be twenty-eight (28) feet, back of curb to back of curb; all said streets with approved hard surface pavement in accordance with City of Waterloo, Standard Specifications.

B. That sanitary sewer, together with the necessary manholes and sewer service lines to all lots in the plat, will be provided.

C. That underground utilities, as required by the Subdivision Ordinance of the City of Waterloo, Iowa, shall be installed.

D. That the city water will be provided to all lots as required by the City of Waterloo, Iowa Water Works.

E. That municipal fire hydrants will be provided as required by the Waterloo Public Safety Department.

F. That handicap ramps will be provided as required by law and as required by the City of Waterloo, Iowa details and specifications.

G. A Portland cement concrete sidewalk and a hard surfaced driveway approach shall be installed during or immediately after the construction of a residential dwelling on a lot in the subdivision, but before issuance of an Occupancy Permit from the City of Waterloo, Iowa, or only sidewalk construction within five (5) years of the transfer of said lot from the developer to a purchaser, whichever is earlier. Said sidewalk shall be constructed across the full length of all street frontages of the lot, and extend to match the end of existing sidewalk(s) on adjoining lots where sidewalk exists. Said sidewalk shall also be required to be constructed across all street frontages of two (2) or more adjoining lots, or portions thereof, when any owner has acquired said two (2) or more adjoining lots, or portions thereof, upon construction upon one (1) or more lots, or portions thereof, all as required by the City of Waterloo, Iowa. Construction of handicap access ramps at the intersections shall be the responsibility of the developer or adjacent property owner. In the event that the City is required to construct the sidewalk as permitted by subparagraph (I), a lien or liens may only be imposed against the lot or lots which require city construction and no others in the subdivision.

H. That the work improvements called for herein shall be in accordance with the specifications of the City of Waterloo, Iowa, and performed under the supervision of a professional engineer licensed in the State of Iowa. In the event that the developer, Midwest Development Co., its grantees and assigns fail to complete the work and improvements called for herein within one (1) year from the date of the acceptance of said final plat by each developer by the City of Waterloo, Iowa, the City may then make the improvements and assess the costs of the same to the lots owned and platted by the developer. The undersigned, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and agree that the City may install said improvements and assess the total costs thereof against the respective lots.

I. That the City may perform said work, levy the cost thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on the respective lots with the same force and effect as though all legal provisions pertaining to the levy of such special assessments have been observed, and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.

29. The developer, Midwest Development Co., states:

A. That this plat and development shall comply with the R-1 Residential Zoning District Classification Regulations.

30. Notwithstanding anything contained in the Deed of Dedication to the contrary, any assessment made under the Deed of Dedication shall not be a lien against any property described herein unless and until the City of Waterloo records with the Black Hawk County Recorder a "Notice of

Assessment Lien" which notice shall describe the property against which the lien attaches in the amount of said lien.

31. All subsequent owners of lots in the subdivision shall be obligated to meet any requirements imposed by the Commissioners of the Black Hawk County Conservation District or any other governmental agency, by the authority of Chapter 161A, Code of Iowa, pertaining to soil erosion control plans for certain land distributing activities. This covenant shall be perpetual and not be governed by the provisions of Paragraph 23 of this Deed of Dedication.

SIGNED and DATED this _____ day of _____, 2021.

MIDWEST DEVELOPMENT CO.

By_____
Kevin Fittro, Vice President

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on _____, 2021, by Kevin Fittro as Vice President of Midwest Development Co.

_____
Notary Public in and for the State of Iowa

WAYNE CLAASSEN ENGINEERING AND SURVEYING, INC.
P. O. BOX 898 WATERLOO, IOWA 50704-0898

PHONE: (VOICE) 319-235-6294
(FAX) 319-235-0028

CERTIFICATE OF SURVEY

I, David L. Scheil, Licensed Land Surveyor, do hereby certify that I have made a survey of what is to be known as AUDUBON HEIGHTS SEVENTH ADDITION, Waterloo, Black Hawk County, Iowa, which is located on and embraces the following described premises, to-wit:

DESCRIPTION

That part of Tract "D", Audubon Heights Fourth Addition, which is in the Southwest Quarter (SW 1/4) of Section Eight (08), Township Eighty-eight North (T88N), Range Thirteen West (R13W) of the Fifth Principal Meridian, City of Waterloo, Black Hawk County, Iowa,

EXCEPT

Audubon Heights Fifth Addition

AND EXCEPT

Audubon Heights Sixth Addition.

I further certify that the accompanying plat is a true representation of such survey and is made in accordance with my field notes thereof; that the location of streets, avenues and lots and their representative names, numbers, widths, courses and dimensions are to be as shown on the accompanying plat; that said survey and plat contain and show any excesses and/or deficiencies from former surveys, and that iron stakes are set at all lot corners by one year from this date.

WITNESS my hand and seal at Waterloo, Iowa, this _____ day of _____, 2021.

David L. Scheil
L.S. No. 16775
State of Iowa
My license renewal date is December 31, 2022

Pages of sheets covered by this Seal 1

(Folder\LegalDesc-Audubon Heights 7th Add.cs)

CONTRACT

This Agreement entered into this _____ day of _____, 2021, by the City of Waterloo, Iowa, hereinafter referred to as First Party and Midwest Development Co., hereinafter referred to as Second Party.

THAT WHEREAS, the Second Party has filed with the City Planning, Programming and Zoning Commission of the City of Waterloo, Iowa, a final plat which must be approved by the City Council of Waterloo, Iowa; and

WHEREAS, said addition is to be known as Audubon Heights Seventh Addition; and

WHEREAS, it is the desire of the City Council of the City of Waterloo, Iowa, that sanitary sewers, storm sewers, curb and gutter, street paving and concrete street paving and concrete sidewalks be installed throughout said addition and that the streets in said addition be brought to grade acceptable to the Council of the City of Waterloo, Iowa, and that all work above referred to be done under the supervision and direction of a civil engineer registered in the State of Iowa; and

WHEREAS, Second Party is unable to complete the installation of said above referred to improvements and the grading of the streets in said addition at this time and desires, in lieu of completion of said improvements to enter into this Agreement with the City of Waterloo, Iowa, providing for the completion of said improvements within a fixed period of time.

NOW, THEREFORE, it is agreed as follows: that in consideration of the approval by the City Council of the City of Waterloo, Iowa, of the above-described final plat, Second Party at its sole expense, agrees to bring the streets in said addition to such grade as is now or shall hereafter be established by the City Council and the City Engineer of Waterloo, Iowa, and to install and construct throughout said addition the sanitary sewers, storm sewers, curb and gutter, street paving and concrete sidewalks, all in accordance with the preliminary plat, heretofore filed with the City Planning, Programming and Zoning Commission and with the City Clerk of Waterloo, Iowa, and it is further agreed that the actual construction of said improvements shall be done in the manner provided by law and in accordance with the City Ordinances pertaining thereto and under the supervision of a civil engineer registered in the State of Iowa.

IT IS FURTHER AGREED, that concurrently with the execution of this Contract Second Party has executed and caused to be filed with the City of Waterloo, Iowa, his request for sanitary sewer, storm sewer, curb and gutter, street paving and sidewalk construction Petition and Waiver of Notice, Hearing and Assessments thereon for the sole purpose of allowing the City of Waterloo to proceed to construct the said public improvements and assess the costs thereof against the benefited party of the addition in the event that Second Party fails to comply with the provisions of this Contract.

IT IS FURTHER AGREED, that said improvements shall be completed no later than the _____ day of _____, 2021, and the City of Waterloo is hereby specifically authorized to proceed to have any improvement covered by this Agreement completed any time after said date.

WITNESS our signatures hereto this _____ day of _____, 2021.

MIDWEST DEVELOPMENT CO.

By:_____

SECOND PARTY

CITY OF WATERLOO, IOWA

By:_____
Quentin M. Hart, Mayor

ATTEST:

By:_____
Leann Even, City Clerk

FIRST PARTY

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*

April 19, 2021

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

RE: FINAL PLAT
AUDUBON HEIGHTS SEVENTH ADDITION

Dear Aric:

This final 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 final plat be approved.

Sincerely,

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

Final Plat Audubon Heights 7th Addition



Looking south from the corner of Partridge Lane and Thrush Drive.



Looking north from the southern section of Partridge Lane.



Looking to the west at homes in Audubon Heights 6th Addition.



Looking north from Partridge Lane.

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

1. APPLICATION INFORMATION:

a. Applicant's Name (please print): Midwest Development Co.
Address: 417 1st Ave. SE Phone: [redacted] 319-493-0919
City: Cedar Rapids State: IA Zip: 52401
Email: [redacted] kfittro@skogman.com

b. Status of Applicant: (a) Owner (•) (b) Other ( ) (SELECT ONE): If other explain: _____

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

2. PREPARER INFORMATION:

a. Preparer's Business Name (please print): Beecher Law Firm
Primary Preparer's Name: Richard R. Morris
Phone: 319-234-1766 E-mail: rmorris@beecherlaw.com

3. PROPERTY INFORMATION:

a. Name of Plat: Audubon Heights Seventh Addition, Waterloo, IA
b. General Location of Property: Southwest Waterloo
c. Area of Proposed Plat: See attached Exhibit A
d. Area of Proposed Plat to be dedicated/conveyed to the City: **See attached Exhibit B
e. Value of area to be dedicated/conveyed to the City: $67,000
f. Zoning District(s): R-1 One & Two Family Residence District

4. OTHER DOCUMENTATION:

a. Date of Preliminary Plat Approval: P&Z _____ City Council _____
b. Six (6) copies of the Final Plat which are in conformance with Section 11-3-3 of the Subdivision Ord. (also submit a digital copy of the plat in PDF format)
c. Three (3) copies of Deed of Dedication (must be original signatures)
d. Three (3) copies of all Contract, Petition and Waiver forms (must be original signatures)
e. Three(3) copies of Certificate of Survey (must be original signatures)

5. PUBLIC IMPROVEMENTS

a. Costs for any public improvements: [X] Estimate [ ] Actual

	Total Cost
Storm Sewer	$392,000
Sanitary Sewer	$140,000
Paving	$330,000
Land Dedicated	$ 67,000
TOTAL	$929,000

The Request Fee of **$215 + $10 per lot** (payable to the City of Waterloo) is required. **This fee is non-refundable.** Under no condition shall said sum or any part thereof be refunded for failure of said request to be approved. Any major change in any of the information given will require that the request go back through the process, with a new Request Fee. The undersigned certify under oath and penalty of perjury that all information on this request and submitted along with it is true and correct. All information will be used by the Waterloo Planning, Programming, and Zoning Commission and the Waterloo City Council in making their decision. The undersigned authorize City Zoning Officials to enter the property in question in regards to the request.

[signature] 4/12/2024
Signature of Applicant Date

_____
Signature of Owner Date

CITY OF WATERLOO

Council Communication

An Ordinance amending the Traffic Code be deleting Section 548A, No Parking - Pick Up and Drop Off Only, in its entirety, and inserting in lieu thereof of a new Section 548A, No Parking - Pick Up and Drop Off Only to the Waterloo Traffic Code

City Council Meeting: 5/16/2022
Prepared: 5/4/2022

ATTACHMENTS:

Description	Type
Ordinance	Cover Memo

SUBJECT:	An Ordinance amending the Traffic Code be deleting Section 548A, No Parking - Pick Up and Drop Off Only, in its entirety, and inserting in lieu thereof of a new Section 548A, No Parking - Pick Up and Drop Off Only to the Waterloo Traffic Code as follows: (1) 100 Jefferson Street - Pick up and drop off only, in front of the Hawkeye Community College Building. Motion to suspend the rules. Motion to receive, file, consider and pass for the second and third time and adopt said ordinance.
Submitted by:	Submitted By: Sandie Greco, Traffic Operations Director
Recommended Action:	Adopt Ordinance
Summary Statement:	A request was made by Hawkeye Community College for a loading zone in front of the building on Jefferson St. where there is an inlet curb for a drop off zone. This matches the same in front of the Sportsplex building in the next block.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2020 TRAFFIC CODE BY DELETING SECTION 548A, NO PARKING - PICK UP AND DROP OFF ONLY AND INSERTING A NEW SECTION 548A, NO PARKING - PICK UP AND DROP OFF ONLY, AS FOLLOWS:

BE IT ORDAINED by the City Council of the City of Waterloo, Iowa:

That Section 548A, No Parking - Pick up and Drop Off Only shall be deleted in its entirety, and in lieu thereof, a new Section 548A, No Parking – Pick Up and Drop Off Only, to the 2020 Traffic, as follows:

SEC. 548A NO PARKING – PICK UP AND DROP OFF ONLY

	STREET	LOCATION
(1)	100 Jefferson Street	Pick up and drop off only in 100 block (in front of Hawkeye Community College Building).
(2)	300 Jefferson Street	Pick up and drop off only in 300 block (in front of Cedar Valley Sportsplex).

PASSED AND ADOPTED by the City Council this _____ day of May, 2022, and approved by the Mayor this _____ day of May, 2022.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

An Ordinance amending Chapter 3, Sewer Regulations, Title 8-3A-2: Determination of Rates and Charges to increase sewer rates.

City Council Meeting: 5/16/2022
Prepared: 5/6/2022

ATTACHMENTS:

Description	Type
Sewer Rate Invoice Council Comm	Backup Material

SUBJECT:

Motion to receive, file and consider for the first time an Ordinance amending Chapter 3, Sewer Regulations, Title 8-3A-2: Determination of Rates and Charges to increase sewer rates.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt the ordinance.

Submitted by:

Submitted By: Michelle Weidner, Chief Financial Officer

Recommended Action:

The new sewer rental charge, effective with billing dates reflected below:
Beginning July 1, 2022
Minimum monthly charge $18.60 (includes first 3 Ccf)
Minimum quarterly charge 55.00 (Includes first 9 Ccf)
Per Ccf over minimum monthly charge 2.98
(One CCF = 100 cubic feet of metered water used or metered wastewater discharge if provided in permit)

Summary Statement:

The average residential user cost will rise $1.55 per month, while the minimum quarterly charge will rise $2.55.

These rates will remain about the ninth lowest of the ten largest communities ranked by population after applying these increases (and assuming other entities don't adopt rate increases).

As we have discussed in the past, the City needs to continue making substantial capital improvements to the sewer system. In order to maintain balanced budgets for the sewer fund, rate increases are required. The City developed a collection system master plan to implement improvements required by the consent decree. In addition to those improvements, a large project is underway to make improvements to the plant biosolids treatment system. This increase should fund the debt service needed for projects currently planned to be financed over the next fiscal year. We are anticipating annual increases for the next several years to implement necessary improvements.

Neighborhood Impact:

Data/Analysis and Strategies:	The rate increases will allow the city to comply with Clean Water regulations and maintain a balanced sewer budget.
Alternative:	If rates aren't increased and the improvements required by the US Environmental Protection Agency and the Iowa Department of Natural Resources are not made, the City won't be able to comply with the regulatory requirements and will likely be penalized and fined.

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: May 16, 2022
Prepared: May 6, 2022
Dept. Head Signature: Michelle Weidner

Number of Attachments: 1

SUBJECT: Sewer Rate Increase

Submitted by: Michelle Weidner, Chief Financial Officer

Recommended City Council Action: I recommend that the Council adopt an ordinance change to City Ordinances, Chapter 3, Sewer Regulations, Section 8-3A-2 to apply the following sewer rental charge, effective with billing dates beginning July 1, 2022:

Minimum monthly charge	$18.60 (includes first 3 CCF)
Minimum quarterly charge	$55.80 (includes first 9 CCF)
Per CCF over minimum monthly charge	$ 2.98

One CCF = 100 cubic feet of metered water used or metered waste water discharge if provided in permit

Summary Statement: The average residential user cost will rise $1.55 per month, while the minimum quarterly charge will rise $2.55.

These rates will remain the ninth lowest of the largest ten communities ranked by population after applying these increases (and assuming other entities haven't adopted rate increases recently).

As we have discussed in the past, the City needs to continue making substantial capital improvements to the sewer system. In order to maintain balanced budgets for the sewer fund, rate increases are required. The City developed a collection system master plan to implement improvements required by the consent decree. In addition to those improvements, a large project is underway to make improvements to the plant biosolids treatment system. This increase should fund the debt service needed for projects currently planned to be financed over the next fiscal year. We are anticipating annual increases for the next several years to implement necessary improvements.

Expenditure Required: N/A

Policy Issue: The rate increase will allow the city to continue the plan to comply with Clean Water regulations and maintain a balanced sewer budget.

Alternative: If rates aren't increased and the improvements required by the US Environmental Protection Agency and the Iowa Department of Natural Resources are not made, the City will likely be penalized and fined.

CITY OF WATERLOO

Council Communication

3:35 p.m. Council Work Session, Harold E. Getty Council Chambers

City Council Meeting: 5/16/2022
Prepared:

Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

4:45 p.m. Housing Authority Meeting, Harold E. Getty Council Chambers

City Council Meeting: 5/16/2022
Prepared:

Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 5/16/2022
Prepared:

Submitted by: Submitted By:

CITY OF WATERLOO

Council Communication

Airport Board meeting minutes of March 23, 2022.

City Council Meeting: 5/16/2022
Prepared: 4/28/2022

ATTACHMENTS:

	Description	Type
🗋	Airport Board Meeting Minutes of March 23, 2022	Backup Material

SUBJECT: Airport Board meeting minutes of March 23, 2022.

Submitted by: Submitted By:

MINUTES

WATERLOO REGIONAL AIRPORT BOARD

Wednesday, March 23, 2022

I. ROLL CALL

Board Chair Arlene Humble called the meeting to order at 12:02 p.m.

Board Members Present:	Gwenne Berry, Cary Darrah, Scott Voigt, Todd Holcomb, David Deeds, Doug Rathburn (via Zoom) and Arlene Humble.
Board Members Absent:	N/A
City Officials Present:	Councilmember Liaison John Chiles (via Zoom).
City Staff Present:	Adrienne Miller, Noel Anderson – Planning Dept. (via Zoom), and Nick Anderson, WFD.
Airport Staff Present:	Keith Kaspari and Sheila Combs.
Other Attendees:	Doug Schindel and David Hughes, (AECOM); Christina Cole, Steve Hodgens and Kayleigh Tarbet, (Advance Aviation via Zoom); Will Berchelmann, (Volaire Aviation via Zoom).

II. AGENDA AS RECEIVED OR AMENDED

Mrs. Darrah moved to approve the agenda as received, seconded by Mr. Deeds. Ayes: 6. Motion carried.

III. PUBLIC COMMENTS

None.

IV. REPORTS

A. Airport Director

Mr. Kaspari asked if there were any questions on his written report and there were none.

B. Legislative Information & Updates

Mr. Kaspari stated that he has heard that the bill that would provide for a waiver of fees on aircraft maintenance in Iowa passed the Senate earlier today and will be sent back to the House.

C. Misc. Monthly Airport Reports

Board members stated they would like to see additions to the spreadsheet showing post-pandemic grant funding from FAA and IDOT, including what each grant can be used for; projects identified and amount of funds obligated under each grant; and ending date to obligate/use each grant's funding.

General discussion by Staff and the Board regarding budget, enplanements and fares.

V. BOARD APPROVAL

A. Approval of Minutes of the February 23, 2022 Regular Meeting.

Mrs. Berry moved that the minutes of the February 23, 2022 meeting be approved, seconded by Mrs. Darrah. Ayes: 6. Motion carried.

B. Motion to Receive and File February 2022 Expenses.

Mrs. Berry moved that the February 2022 expenses be received and filed, seconded by Mr. Voigt. Ayes: 6. Motion carried.

VI. OLD BUSINESS

A. Continued Discussion: Airport Staffing Challenges.

Tabled to April 2022 meeting.

B. Continued Discussion: Long-Term Revenue.

Tabled to April 2022 meeting.

C. Aircraft De-Icing – February 22, 2022 UNI Men's Basketball Charter.

Tabled to April 2022 meeting.

VII. NEW BUSINESS

A. Board Update: Presentation by Waterloo Planning Staff on Airport-Area Development.

Noel Anderson provided an overview of recent and upcoming development projects on and around the airport.

B. Board Update: Presentation via Zoom by Advance Media for CY-2022 Marketing Plan.

Christina, Kayleigh and Steve outlined the current campaign to build awareness of American Airlines service to/from Waterloo.

C. Board Update: Update from Will Berchelmann via Zoom of Volaire Aviation on ALO Schedule for Spring and Summer Travel Season.

Will Berchelmann, Air Service Consultant, presented an overview of the airline industry recovery since the pandemic, hampered by pilot shortages and now rising fuel costs.

He stated that ALO is very fortunate to have American Airlines service through the EAS program, especially after the United/SkyWest decision to terminate scheduled service to Sioux City, Fort Dodge and Mason City.

USDOT officials are requiring UA/SkyWest to remain in the market until a replacement airline is found.

D. General Discussion: Use of and Type of Federal Funds Received – CARES and BIL/IIJA Funds.

Discussed projects planned under grants received, including the newly announced IDOT CAIF grant.

Board would possibly like to see projects moved around in order to best use federal grants that may be more restrictive than others, in order to complete more airport improvement projects.

E. Waterloo Regional Airport: Historical Numbers of Passenger Enplanements 1978 – February 2022.

Meeting adjourned before getting to this agenda item.

F. State of Iowa – ARPA Funds for Aviation Infrastructure – Commercial Aviation Infrastructure Fund – CAIF.

Meeting adjourned before getting to this agenda item. Briefly discussed under item VII. D.

G. AvFlight, Inc. – Arline Station Staffing Challenges.

Meeting adjourned before getting to this agenda item.

H. Iowa DOT Aviation Bureau – FY-2023 CSVI Funding Allocations and Staff Recommendations for ALO.

Meeting adjourned before getting to this agenda item.

VIII. STAFF AND BOARD MEMBER COMMENT

None.

IX. ADJOURNMENT

Mrs. Humble adjourned the meeting at 1:45 p.m., due to majority of Board members needing to leave for other commitments.

Respectfully submitted,

Arlene Humble

Arlene Humble, Chairperson

CITY OF WATERLOO

Council Communication

Board of Adjustment amended minutes of March 23, 2021.

City Council Meeting: 5/16/2022
Prepared: 5/4/2022

ATTACHMENTS:

Description	Type
minutes	Backup Material

SUBJECT: Board of Adjustment amended minutes of March 23, 2021.

Submitted by: Submitted By:

MINUTES OF THE WATERLOO BOARD OF ADJUSTMENT REGULAR MEETING HELD ON MARCH 23, 2021 VIA ZOOM CONFERENCING

Chairperson Condon called the regular meeting of the Waterloo Board of Adjustment to order at 4:00 p.m. Board members in attendance via Zoom conferencing were: Jeri Thornsberry, John Beckman, John Chiles, April Leadley and Brad Condon. Staff in attendance via Zoom conferencing were: Chris Western, John Dornoff, Seth Hyberger, Aric Schroeder, Noel Anderson and Jaimie Knutson.

I. Approval of the March 23, 2021 agenda.

It was moved by Thornsberry and seconded by Chiles to approve the amended agenda to remove the wording that states "and a temporary variance to allow for the parking of sales vehicles on a non- hard surfaced satellite lot for a period of 2 months" from agenda item # 5; as the temporary variance was approved at the February Meeting. Motion carried unanimously.

II. Approval of the Minutes of the Regular Meeting on February 23, 2021.

It was moved by Thornsberry, seconded by Chiles to approve the minutes of the February 23, 2021 meeting. Motion carried unanimously.

III. Decision Items

1. Request by Nick Liston on behalf of Peoples Community Health Clinic, Inc. for a Special Permit for the expansion of the Peoples Clinic located in the "C-2" Commercial District and "C-P" Planned Commercial District located at 905 Franklin Street.

Dornoff gave staff report that recommended approval of the request for the following reasons:

1. The special permit should not have a negative impact on the surrounding area.
2. The special permit should not have a negative impact on traffic conditions in the area.
3. The clinic provides a vital service to the most vulnerable of the community.
4. The clinic expansion is keeping with the comprehensive plan and future land use map for the area. There appears to be uniqueness to the variance request.

Beckman asked if there was any opposition to the request. Dornoff stated that there were a few calls asking about the request but there were no oppositions to the request. Nick Liston the representative for Peoples Community Health Clinic, Inc. addressed the board explaining that they wanted to position the addition in a way that would not negatively impact the community gardens to the east.

It was moved by Beckman, seconded by Leadley to approve the request by Nick Liston on behalf of Peoples Community Health Clinic, Inc. for a Special Permit for the expansion of the Peoples Clinic and a variance to the parking requirements to allow for 249 parking spaces, 34 less than the 283 required located in the "C-2" Commercial District and "C-P" Planned Commercial District located at 905 Franklin Street. Motion carried unanimously.

2. Request by Soteria & Soter Investments LLC for a Special Permit to turn an existing single family group home into a duplex for continued use as a group home in the "R-3" Multiple Residence District located at 3845 Paige Drive.

Western gave the staff report that recommended approval of the request for the following reasons:

1. The request would not appear to have a negative impact on density, or the overall aesthetic appearance of the surrounding neighborhood.
2. The request also meets the minimum requirements for lot width, lot size, parking and setbacks.

3. The Duplex would not appear to have a negative impact on pedestrian or vehicular traffic conditions in the area.

Chiles asked if the request is approved would it negatively affect property values. Western stated that the property there are no complaints on file, the property has been a group home owned by EPI for many years and will remain a group and that staff couldn't predict the potential effects on property values as the county decides that. Jim Copley the representative for Soteria & Soter Investments LLC, explained that the State of Iowa changed the law to only allow four (4) clients without going to nursing home standards. Condon asked how many clients would there be. Copley stated that there would be 4. Schroeder clarified that there would be 4 per side for a total of 8 clients. Copley went on to say that the feedback from the neighbors has been positive. Also, as far as parking none of the clients that will live in any of the properties drive vehicles so parking should not be an issue. Thornsberry asked if the clients will be moved back in to have a sense of community. Copley stated that there will be all new clients as the former clients have already been moved to apartment buildings in some of the same areas as these homes are located and that there are other agencies his company works with that decide which client's will be assigned to his properties.

It was moved by Thornsberry, seconded by Chiles to approve the request by Soteria & Soter Investments LLC for a Special Permit to turn an existing single family group home into a duplex for continued use as a group home in the "R-3" Multiple Residence District located at 3845 Paige Drive.
Motion carried unanimously.

3. Request by Soteria & Soter Investments LLC for a Special Permit to turn an existing single family group home into a duplex for continued use as a group home, and a variance to allow for 2 off-street parking spaces, 4 short of the 6 minimum off street parking spaces required for a Group home located in the "R-4" Multiple Residence District located at 359 Southbrooke Drive.

Western gave the staff report that recommended approval of the request for the following reasons:
1. The request would not appear to have a negative impact on density, or the overall aesthetic appearance of the surrounding neighborhood.
2. The request also meets the minimum requirements for lot width, lot size, and setbacks.
3. The Duplex would not appear to have a negative impact on pedestrian or vehicular traffic conditions in the area.
4. The request is in conformance with the Future Land Use Map and Comprehensive Plan for this area.

Condon asked if the units could be returned to residential duplexes or become rental units. Schroeder stated that yes they could be converted to residential duplexes and be rented in the future if no longer utilized as a Group Home. However, if converted to rentals the parking requirement of 2 parking spaces per unit will be required. Condon asked if this was a concern of the city. Schroeder stated that it could be and that the board could place conditions on the approval that if in the future the properties are converted to rental, that 2 additional off-street parking stalls would have to be created Chiles asked for clarification on the parking requirements. Schroeder stated that group homes are required to have 2 parking stalls plus 1 for each staff member and if converted to rentals there would need to be 2 per unit. Beckman asked for clarification on the existing parking. Schroeder stated that there are two stalls and the garage serves as 1 of them. Chiles asked if there was room to add two more stalls. Schroeder stated that there was as there is a fair amount of green space adjacent to the driveway. Condon suggested to the board that future parking requirements be addressed now in the event the properties are converted to rentals in the future. Copley explained that the company has considered adding more off street parking in the future but that the clients do not drive and that there is adequate off street parking and that the company owns a parking lot nearby.

It was moved by, Thornsberry seconded by Chiles to approve the request by Soteria & Soter Investments LLC for a Special Permit to turn an existing single family group home into a duplex for continued use as a group home, and a variance to allow for 2 off-street parking spaces, 4 short of the 6 minimum off street parking spaces required for a Group home located in the "R-4" Multiple Residence District located at 359 Southbrooke Drive with the condition that two additional off-street parking spaces will be required if the property is converted into rental units. Motion carried unanimously.

4. **Request by Soteria & Soter Investments LLC for a Special Permit to turn an existing single family group home into a duplex for continued use as a group home located in the "R-3" Multiple Residence District located at 2009 Coachman Drive.**

Western gave the staff report that recommended approval of the request for the following reasons:
1. The request would not appear to have a negative impact on density, or the overall aesthetic appearance of the surrounding neighborhood.
2. The request also meets the minimum requirements for lot width, lot size, and setbacks.
3. The Duplex would not appear to have a negative impact on pedestrian or vehicular traffic conditions in the area.
4. The request is in conformance with the Future Land Use Map and Comprehensive Plan for this area.

Copley stated that the 3 properties are almost identical to each other and that they are simply putting a wall down the middle on all three properties, this location is on a dead end street and will provide an ideal living situation outside of an institution for the Autistic community.

It was moved by Chiles, seconded by Leadley to approve the request by Soteria & Soter Investments LLC for a Special Permit to turn an existing single family group home into a duplex for continued use as a group home located in the "R-3" Multiple Residence District located at 2009 Coachman Drive. Motion carried unanimously.

5. **Request by Shirley Sommerfelt for a variance to the hard surfacing requirement to allow for the parking of 2 buses, 4 campers and 2 trailers on a non-hard surfaced lot as documented in the photographs provided by staff, zoned "M-1" Light Industrial District, with the condition that any new vehicles parked on the site would require hard-surfacing located at 351 Thorson Avenue.**

Western gave the staff report that recommended approval of the request for the following reasons: Condon suggested putting in place a condition that if the existing vehicles were to be removed for a certain period of time perhaps 2 weeks that the camper couldn't be replaced with a new one. Thornsberry stated that putting this condition on the request is too restrictive. And went on to discuss several scenarios as to why. One example was if a trailer were to become no longer usable and was removed from the site the applicant would not be able to replace the camper with a new one. Beckman agreed, stating that the board should approve a variance for the number of vehicles that staff and Code Enforcement has accounted for. Leadley discussed the fact that the vehicles appear to be used as storage and have not been driven down the road in a long time. Condon agreed. Beckman stated that the applicant should be allowed to replace vehicles just not add to or exceed the number that staff has documented. Thornsberry asked Chiles for clarification on his intent for the request for staff to walk the site and document what currently there. Chiles stated that his intent was to approve a permeant variance to only allow what is currently on the site and prohibit additional items from being placed there. Schroeder clarified with the Board that approval of the permanent variance only for what's currently there and not vehicles associated with the flea market. The board agreed. Chiles stated that approval of the variance would not change anything for the applicant but just an insurance policy for the future. Condon further explained that putting the condition on would prevent future

owners from having the same illegally parked vehicles from being parked on the site. Thornsberry asked if that would actually be an issue as it's a large site and the approval of the variance would keep the site as is and prevent additional items on the site. Condon stated that the board would not approve this type of request anywhere else in the community. Chiles stated that the purpose of the variance process is to allow exceptions based on location. Condon explained that the board is trying to give the applicant the benefit of keeping them but that the Board should not allow the vehicles to remain perpetually and eventually the vehicles would be moved off the site. Beckman asked for a suggested motion to address Condon's concerns. Chiles suggested adding the wording "the documented number of vehicles as shown in the pictures provided by staff". The board asked staff for advice. Western agreed with the condition that once the applicant no longer owned the property that a new owner would be able to keep or park new vehicles on the site regardless if it was the same number of vehicles approved by variance. The applicant stated she had no problem with the condition that the future owner would not be able to keep any of the existing vehicles or add new ones.

It was moved by Chiles, seconded by Beckman to approve the request by Shirley Sommerfelt for a variance to the hard surfacing requirement to allow for the parking of 2 buses, 4 campers and 2 trailers on a non-hard surfaced lot as documented in the photographs provided by staff, zoned "M-1" Light Industrial District, with the condition that any new vehicles parked on the site would require hard-surfacing located at 351 Thorson Avenue. Motion carried unanimously.

6. Request by Iowa Heartland Habitat for Humanity for a variance to allow for the construction of a single-family home with a side-yard set-back of 4.5', 0.5' short of the 5' minimum side yard set-back required in an "R-3" Multiple Family Residence District, located south of 429 Clay Street.

Western gave the staff report that recommended approval of the request for the following reasons:

1. Approving the request would add another single family owner occupied home in the Walnut Neighborhood.
2. Approving the request would be consistent with the Memorandum of Agreement between the City of Waterloo and the Walnut Court Coalition which encourages both the rehabilitation of existing houses and the construction of new ones.
3. Approving the request will help bring additional economic development into a neighborhood that has seen a lot of activity over the last couple of years since the Memorandum was signed.
4. There appears to be significant uniqueness to the request, the request would not appear to have a negative impact on the area, and there is no known opposition to the request.

Chiles asked for clarification on the request. Western stated that this particular neighborhood was platted prior to the adoption of the ordinance in1969, so there are many lots that do not meet the minimum lot size and width requirements. Also, Habitat has done an excellent job of re-platting these small lots to be able to meet the minimum side-yard setbacks but was not able to purchase the vacant to the south of the proposed site and therefor need a variance. Heath Christensen the Construction Manager addressed the board and explained that Habitat tried to by the vacant lot to the south so that they could re-plat the lot but weren't able to so a variance is needed. Leadley asked for clarification as to why the request is for 6". Heath stated that the lot is 45' wide and the foot print of the proposed house is 36' wide with a 14' wide attached garage which leaves 4.5 feet and the city requirement is 5' so the house will be centered on the lot leaving 6" on each side.

It was moved by Beckman, seconded by Leadley to approve the request by Iowa Heartland Habitat for Humanity for a variance to allow for the construction of a single-family home with a side-yard set-back of 4.5', 0.5' short of the 5' minimum side yard set-back required in an "R-3" Multiple Family Residence District, located south of 429 Clay Street. Motion carried unanimously.

7. **Request by Travis Kimball for a variance to allow for the construction of an addition with a 10' side yard set-back, 5' short of the minimum 15' side yard required along the long dimension street frontage on a corner lot in an "R-1" One and Two Family Residence District, located at 4764 William Drive.**

Dornoff gave the staff report that recommended approval of the request for the following reasons:
1. The request would not appear to have a negative impact upon the surrounding area.
2. There appears to be uniqueness to the request.
3. The request would not appear have a negative impact on the neighborhood.

Beckman asked if there was any opposition to the request. Dornoff stated that there was none. Beckman asked about a petition that was mentioned in the staff report. The applicant stated that he talked with one neighbor across the street on Country Lane and must have forgotten to submit the petition in support. The applicant stated that the addition is needed to accommodate an expanding family and to update the home as it was built in 1968.

It was moved by Leadley, seconded by Thornsberry to approve the request by Travis Kimball for a variance to allow for the construction of an addition with a 10' side yard set-back, 5' short of the minimum 15' side yard required along the long dimension street frontage on a corner lot in an "R-1" One and Two Family Residence District, located at 4764 William Drive. Motion carried unanimously.

8. Request by Jessie and Marissa Thompson for a variance to allow for the construction of a 20' x 50' (1,000 SF) addition to an existing 40' x 32' (1,280SF) pole building with a total area of 2,280 square foot, 480 square foot more than the maximum of 1,800 square feet allowed, and a variance to allow for the construction of a pole building with a height of 17.67', 2.67' over the maximum height of 15' allowed in an "R-1" One and Two Family Residence District located at 313 W. Orange Road.

Hyberger gave the staff report that recommended approval of the request for the following reasons:
1. The property in question is unique in that the property is located in a rural area and is consistent with the accessory buildings of the neighboring area.
2. Staff has heard no opposition to the request. The request would not appear to alter the essential character of the neighborhood.

Condon asked if the existing building that's proposed to be demolished could be demolished before the construction of the new garage addition or should there be a condition that the building should be demolished within a certain time. Hyberger stated that the board can add a condition that the building be demolished within a certain time frame. Schroeder clarified that the proposed addition is going to be constructed where the existing building to be demolished is and that it would have to be demolished first prior to construction. After further discussion, it was discovered that the addition is going to be added to the existing building to west; therefore the building to be demolished did not have to be demolished prior to the construction of the addition. The applicant stated that the building to be demolished contains items that will be moved into the new addition and requested time to build the addition first and then move those items from the building to be demolished to the addition before demolition. Condon asked if 3 or 4 months would be sufficient. The applicant stated that the reason for the request is because the existing building to be demolished is leaking badly and agreed that a time frame of 3 to four months to demolish would be adequate.

It was moved by Thornsberry, seconded by Beck to approve the request by Jessie and Marissa Thompson for a

variance to allow for the construction of a 20' x 50' (1,000 SF) addition to an existing 40' x 32' (1,280SF) pole building with a total area of 2,280 square foot, 480 square foot more than the maximum of 1,800 square feet allowed, and a variance to allow for the construction of a pole building with a height of 17.67', 2.67' over the maximum height of 15' allowed in an "R-1" One and Two Family Residence District located at 313 W. Orange Road with the condition that the garage to be demolished is demolished by August 1, 2021. Motion carried unanimously.

IV. **Adjournment**

It was moved by Chiles, seconded by Thornsberry to adjourn the meeting at 5:08 p.m. Motion carried unanimously.

Sincerely,

Christopher W. Western

Christopher W. Wetern
Planner II
Discussion,

CITY OF WATERLOO

Council Communication

Board of Adjustment minutes of March 22, 2022.

City Council Meeting: 5/16/2022
Prepared: 5/4/2022

ATTACHMENTS:

Description	Type
minutes	Backup Material

SUBJECT: Board of Adjustment minutes of March 22, 2022.

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA
BOARD OF ADJUSTMENT MINUTES
REGULAR MEETING - 4:00 P.M. MARCH 22, 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, Craig Holdiman, and Brad Condon.

Members present electronically were: Jeri Thornsberry.

Members absent were: None (with one open position).

Others present were: Lexi Blank, Seth Hyberger, Aric Schroeder, and 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 Holdiman to approve the agenda. Motion carried unanimously.

II. Approval of the Minutes from the regular meeting on January 25, 2022.

It was moved by Holdiman, seconded by Beckman, to approve the minutes of the January 25, 2022 meeting Motion was carried unanimously.

III. Decision Items

1. Request by Healing Water Assembly of God for a Special Permit to allow for a religious facility and a variance to the parking requirements to allow for 76 parking spaces, 90 less than the 166 required in the "C-2" Commercial District located at 1101 Black Hawk Road.

Hyberger read the staff report recommending approval of the request with the condition that the capacity for the church will not exceed 300 persons.

Thornsberry noted that the December Planning and Zoning Commission meeting was held on December 28th, not December 14th, as indicated in the staff report.

Holdiman asked what happens if they need more than the parking spaces that they currently have since there is not a lot of other parking in the area, to which Hyberger answered that he is not sure how to answer, but in the future if the church does grow they may be forced to find an alternative location. Holdiman noted that even if there are 250 members and only come two to a car, 125 parking spaces and substantially more than they currently have.

Beckman asked for clarity sake if the church considered the 18,000 square feet or just the 10,000 square feet that had been created by walling off a portion of the building, to which Hyberger answered that the assembly area is the most crucial element since if the assembly area is less than 12,000 square feet, it should not require sprinklers. However, they still need to undergo an architectural review, although fire or building could still make sprinklers a requirement.

Condon stated that he is not sure that Hyberger's response answers the question to which Schroeder responded that the parking regulations are based on the occupancy of the main sanctuary or auditorium, which is why the staff is recommending occupancy of that section limited to 300 hundred based on the requirements of the zoning ordinance.

Condon noted that the issue is if the board should consider the church and not just the sanctuary and should that be limited to 300 maximum occupancy, to which Schroeder responded that the staff's recommendation was connected to the Zoning Ordinance that they could have 300 people in the sanctuary and many in other areas like Sunday School classes, but the board could also restrict the entire building to the 300 person occupancy limit.

Holdiman stated that from his experience going to church, most cars only have two people in the car and some only one, so he is concerned about the lack of parking.

Walter Clanre, 842 Conger Street, stated that when they put in the application for the building, the owner notified them it was used for gymnastics and already zoned to allow for the church. They have talked to the Fire Marshall and received their recommendations on what to do with the building, including sprinklers, and they are waiting for an estimate. Clanre also stated that they are not currently using the building on Black Hawk Road, but their congregation has grown to 150 and needs the extra space. They now shuttle people from under US Highway 218 to their location at West 5th Street and South Street. Further, they also discussed with another neighboring property to be able to use the parking spaces on Sundays when the other neighbor is not in operation.

Condon asked if they were planning to go ahead and put the sprinkler system in anyway, to which Clanre responded that yes, they are just waiting for the estimate to come back from Black Hawk Sprinkler. Condon asked the applicant if they understood if they stay under the 12,000 square feet, they would not need sprinklers, to which Clanre stated that the Fire Marshall said they would need them and Schroeder noted that staff had not heard about the requirement for sprinklers anyway but noted that in this case, the fire code could be different from the building code.

Clanre further stated that the pastor likes the building because there is less residential and less traffic going back and forth in front of the building.

Condon asked Clanre if he understood that what the board is discussing is limiting the sanctuary to 300 people, and if the church grows to more, they will need to come back to the board.

Beckman asked Clanre what days they have services and if there is only one service, and if they continue to grow would they consider having more than one service, to which Clanre responded that they only have services on Sundays both in the morning and in the evening and if the church continues to grow they will consider having two-morning services but continue the evening service.

Beckman also asked if they would be using the entire building, to which Clanre responded that it is currently cut off from the sanctuary portion of the building and is being used by the owner for storage.

Clanre also stated that they have talked to the owner about the building next door. He indicated they could use the area across the street for parking, to which Schroeder responded that the tennis courts across the street are a grandfathered use and in a residential area, and they may not necessarily be able to use them for parking. There could be a lot of opposition to them using it for that use.

Thornsberry stated from what she is getting from the staff report and listening to the client that the sanctuary/assembly area will not exceed 300 persons. Still, the term church keeps getting thrown out, but the board can limit the occupancy for the entire structure to 300. Still, the wording in the staff report is consistent with how parking is regulated for religious facilities; the parking requirements for the entire building are based on the occupancy of the main hall or sanctuary.

Thornsberry and Schroeder discussed the difference between limiting the church to 10,178 square feet and how parking is defined in the Zoning Ordinance.

Further discussion about the parking requirements and the occupancy of the whole building as opposed to just the sanctuary/assembly area of the church.

Condon asked where the limit of 300 occupancy came from, to which Schroeder responded that the parking regulations are based on occ. Occupancy depends on the type of seating being used, but with what is considered non-fixed seating, the occupancy is based on one person per 15 square feet. Hence, the 166 parking spaces required by taking the sanctuary area divided by 15 get you to the occupancy of 664 divided by 4. The 300-person limit was calculated using the standard parking regulations of 1 space per four-person in the sanctuary provides for what they have in available parking.

Holdiman asked if the board could limit the occupancy to 300 for the entire building if the Zoning Ordinance says the area of the sanctuary, to which Schroeder responded that it is under the purview of the Board of Adjustment to attach conditions to a Special Permit you feel is reasonable to make for the orderly use of the property which includes parking restrictions.

Condon states that if the maximum occupancy only covers the sanctuary and has more people in the rest of the building, then the parking shortage is only exasperated.

Beckman stated that they need to live with the facility they currently have and until they lease something bigger, they need to live within their means, and that means the 76 parking spaces and the occupancy needs to be capped at 300 for the whole building.

Schroeder asked the applicants if the 10,800 square feet, either right now or planned, is all the area that is going to be used and is going to be all a big open space there is not going to be any office space or restrooms as those would typically come out of the sanctuary number to which Clanre responded that the area they will be using goes all the way from the firewall to the end of the building including the bathroom and office. Schroeder responded that the sanctuary would be less than that.

Beckman asked Clanre if the building owner has any plans to rent out the other portion to another business, to which Clanre responded that the owner uses it to store equipment. Beckman asks Holdiman if that satisfies his questions, to which Holdiman states that it does reduce the amount of space they are using. Schroeder noted that restricting the occupancy to the 10,178 should be sufficient.

It was moved by Holdiman, seconded by Beckman, to approve the request of Healing Water Assembly of God for a Special Permit to allow for a religious facility and a variance to the parking requirements to allow for 76 parking spaces, 90 less than the 166 required in the "C-2" Commercial District located at 1101 Black Hawk Road with the condition that maximum occupancy is limited to 300 based on the 10,178 square feet that the religious facility will be using. Motion carried unanimously.

IV. Discussion

V. Adjournment

It was moved by Beckman, seconded by Holdiman, to adjourn the meeting at 4:41 p.m. Motion carried unanimously.

Respectfully submitted,



John Dornoff,
Planner II

CITY OF WATERLOO

Council Communication

Communication from the Library on the notice of the conclusion of employment for Holly Jo Althof, Library Assistant, effective 04/27/2022 with recommendation of approval of pay out of $444.05 for unused benefits.

City Council Meeting: 5/16/2022
Prepared: 5/4/2022

ATTACHMENTS:

Description	Type
Althof payout	Backup Material

SUBJECT:	Communication from the Library on the notice of the conclusion of employment for Holly Jo Althof, Library Assistant, effective 04/27/2022 with recommendation of approval of pay out of $444.05 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO, IOWA

CITY HALL · 715 MULBERRY STREET 50703

Today's Date: 4/29/2022
Effective Date: 4/27/2022
Employment Date: 6/9/2021

To: *City Council Members*
Re: *Notice of Severance*

Department *Library*
Job Title/Classification *Library Assistant*

This is to report that the employment of *Holly Jo Althof*
with the City of Waterloo has been severed by reason of:

- ☐ Retired
  - Disability Related ☐ No ☐
- ☑ 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	17.67	$ 25.13		$ 444.05
Vacation-Current	0			$ -
Usable Sick Leave	0		(x) 25%	$ -
Frozen Sick Leave	0		(x) 60%	$ -
Personal Hours	0			$ -
Plus Time	0			$ -
Owes sick leave	8			$ -
Birthday	0			$ -
			Total Payment	$ 444.05

Comments:

Approved by Kim Chapman Date 4/28/2022

Human Resources Nicole Disclell Date 4/28/2022

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)
Clerk's Office will forward copy of approved form to Department and Human Resources

Updated 6/28/11

Council Agenda Date: _____ ☐ Accruals ☐ Status ☐

CITY OF WATERLOO

Council Communication

Communication from the Public Works Sanitation Department on the notice of conclusion of employment for Thomas Neuman, Solid Waste Technician, effective August 21, 2019 with recommendation of approval of payout of $3,255.51 for unused benefits.

City Council Meeting: 5/16/2022
Prepared:

ATTACHMENTS:

Description	Type

SUBJECT:	Communication from the Public Works Sanitation Department on the notice of conclusion of employment for Thomas Neuman, Solid Waste Technician, effective August 21, 2019 with recommendation of approval of payout of $3,255.51 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

Communication from the Waste Management Services Division on the notice of the conclusion of employment for Laura Mast, CMOM Coordinator, effective 04/29/2022 with recommendation of approval of payout of $4,012.86 for unused benefits.

City Council Meeting: 5/16/2022
Prepared: 5/4/2022

ATTACHMENTS:

	Description	Type
	Mast payout	Backup Material

SUBJECT:	Communication from the Waste Management Services Division on the notice of the conclusion of employment for Laura Mast, CMOM Coordinator, effective 04/29/2022 with recommendation of approval of payout of $4,012.86 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO, IOWA

CITY HALL · 715 MULBERRY STREET 50703

Today's Date: 4/27/2022
Effective Date: 4/29/2022
Employment Date: 10/12/2010

To: *City Council Members*
Re: *Notice of Severance*

Department *Waste Management Services*
Job Title/Classification *CMOM Coordinator*

This is to report that the employment of *Laura Mast*
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	39.1	$ 33.31		$ 1,302.42
Vacation-Current	56	$ 33.31		$ 1,865.36
Usable Sick Leave			(x) 25%	$ -
Frozen Sick Leave			(x) 60%	$ -
Personal Hours	12	$ 33.31		$ 399.72
Comp Time Pay	13.37	$ 33.31		$ 445.35
Unscheduled Leave				$ -
Other Pay				$ -
			Total Payment	$ 4,012.86

Comments: *Laura resigned as of 04-29-22*

Approved by Mary M. Hodges Date 4/27/22

Human Resources Nicole Fischels Date 4/27/22

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)
Clerk's Office will forward copy of approved form to Department and Human Resources

Updated 6/28/11

Council Agenda Date:_____ ☐ Accruals ☐ Status ☐ 9

CITY OF WATERLOO

Council Communication

Communication from the Police Department on the notice of the conclusion of employment for Brooke Carter, Police Sergeant, effective 04/21/2022 with recommendation of approval of payout of $19,787.91 for unused benefits.

City Council Meeting: 5/16/2022
Prepared: 5/4/2022

SUBJECT:	Communication from the Police Department on the notice of the conclusion of employment for Brooke Carter, Police Sergeant, effective 04/21/2022 with recommendation of approval of payout of $19,787.91 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

Communication from the Police Department on the notice of the conclusion of employment for Matt McGeough, Police Captain, effective 04/14/2022 with recommendation of approval of payout of $3,828.38 for unused benefits.

City Council Meeting: 5/16/2022
Prepared: 5/4/2022

SUBJECT:	Communication from the Police Department on the notice of the conclusion of employment for Matt McGeough, Police Captain, effective 04/14/2022 with recommendation of approval of payout of $3,828.38 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

Communication from the Police Department on the notice of the conclusion of employment for David Mohlis, Police Captain, effective 04/18/2022 with recommendation of approval of payout of $25,734.94 for unused benefits.

City Council Meeting: 5/16/2022
Prepared: 5/4/2022

ATTACHMENTS:

	Description	Type
	Mohlis payout	Backup Material

SUBJECT:	Communication from the Police Department on the notice of the conclusion of employment for David Mohlis, Police Captain, effective 04/18/2022 with recommendation of approval of payout of $25,734.94 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO, IOWA

CITY HALL · 715 MULBERRY STREET 50703

Today's Date: 4/13/2022
Effective Date: 4/18/2022
Employment Date: 9/3/1991

To: *City Council Members*
Re: *Notice of Severance*

Department *POLICE*
Job Title/Classification *Police Officer*

This is to report that the employment of *David Mohlis*
with the City of Waterloo has been severed by reason of:

- ☑ Retired
  - Disability Related ☑ No ☐ Yes
- ☐ Resigned
- ☐ Termination
- ☐ Other

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Total Payout
Vacation-Current	336.00	$56.25		$ 18,900.00
Vacation-Accrued	71.01	$56.25		$ 3,994.31
Usable Sick Leave	24.00	$56.25	(x) 25%	$ 337.50
Personal Hours	44.50	$56.25		$ 2,503.13
Unscheduled Leave	0.00	$56.25		$ -
Unscheduled Overage	0.00	$56.25		$ -
Other Pay	0.00	$56.25		$ -
			Total Payment	$ 25,734.94

Comments: _____

Approved by Capt. [signature] Date 4/13/22

Human Resources Nicole Bissell Date 4/18/22

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)
Clerk's Office will forward approved form to Department

Council Agenda Date:_____ ☐ AS/400 Status/Accruals ☐ I-9