THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, REGULAR SESSION TO BE HELD AT Harold E. Getty Council Chambers Monday, April 18, 2022 5:30 PM

CITY OF WATERLOO
GOALS

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

GENERAL RULES FOR PUBLIC PARTICIPATION REGULAR SESSION AGENDA

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

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

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

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

RULES FOR PUBLIC COMMENT SECTION OF THE AGENDA

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

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

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

RULES FOR PUBLIC COMMENT DURING PUBLIC HEARINGS

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

RULES FOR PUBLIC COMMENT DURING AGENDA ITEMS

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

Roll Call.

Prayer or Moment of Silence

Pledge of Allegiance

Nia Wilder, Ward 3 Council Member

Agenda, as proposed or amended.

Minutes of April 4, 2022 Regular Session, as proposed.

Proclamation declaring April 24 - May 1, 2022 as Soil and Water Stewardship Week.

Proclamation declaring April 24-30, 2022 as Arbor Week.

Proclamation declaring May 2022 as Bike Month.

Proclamation declaring May 1, 2022 as Global Love Day.

Proclamation declaring April 2022 as Fair Housing Month.

PUBLIC COMMENTS

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

1. Consent Agenda:

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

A. Resolution to approve the following:

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

2. Resolution approving Variance to Noise Ordinance request from George Nicholas, in conjunction with the Mama Nicks 60th Anniversary event, to be held on May 15, 2022 from 12:00 p.m. to 5:00 pm. at 1934 Washington Street, including live entertainment, food and alcohol both inside and outside.

   Submitted By: R. Duncan, Police Captain

3. Resolution approving a Variance to the Noise Ordinance Request of Raynelle Walker, from 1:00-6:00 p.m., May 28, 2022, in conjunction with the Beat the Streetz Weekend event, located in Sullivan Park, including use of a PA system.

   Submitted By: J. Feaker, Police Captain

4. Resolution approving a Variance to the Noise Ordinance for Mike Robinson in conjunction with the Take Back Our Community Back 2 School Bash, to be held from 11:00 a.m. to 4:00 p.m. at Sullivan Park on August 20, 2022.

   Submitted By: Captain Feaker

5. Resolution approving a Variance to the Noise Ordinance for Emily Dvorak for the Good Neighbor Iowa Earth Day Picnic event, located at Hope Martin Park from 12:00 to 3:00 p.m. on April 23, 2022.

   Submitted By: Captain Feaker

6. Resolution approving a Variance to the Noise Ordinance for Sidney Simpson for the Gospel Celebration and Birthday Celebration event at 916 Ash Street, from 7:00 a.m. to 9:00 p.m., on May 13-14, 2022.

   Submitted By: Captain Feaker

7. Resolution approving the submission of a grant application to the Van G. Miller Family Charitable Trust, in the amount of $1 million, in conjunction with the Transforming Gates and Byrnes Parks Project.

   Submitted By: Paul Huting, Leisure Services Director

8. Resolution approving the request of MDJNAD Investment, LLC, for tax exemptions on the construction of a new single family home valued at $316,427.00, for property located at 3330 Lincolnshire Drive, and located in the City Limits Urban Revitalization Area (CLURA).

   Submitted By: Noel Anderson, Community Planning and Development Director

9. Resolution setting date of public hearing as May 2, 2022 for the Reallocation of Unspent Bond Proceeds, Series 2019A, in an amount not to exceed $875,000.00, and instruct the City Clerk to publish notice.

   Submitted By: Michelle Weidner, Chief Financial Officer

10. Resolution setting date of public hearing as May 2, 2022 for the Reallocation of Unspent Bond Proceeds, Series 2020A, not to exceed $875,000.00, and instruct the City Clerk to publish notice.

    Submitted By: Michelle Weidner, Chief Financial Officer

11. Resolution setting date of public hearing as May 2, 2022 for 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 to a approve a Development Agreement and Minimum Assessment Agreement, in the about of $250,000.00, for the development of a 6,000 square foot building, and instruct the City Clerk to publish notice.

    Submitted By: Noel Anderson, Community Planning and Development Director

12. Resolution approving preliminary specifications, bid documents, etc., setting date of bid opening as April 28, 2022 and date of public hearing as May 2, 2022, in conjunction with the purchase of one (1) John Deere 6120M Tractor with 22-foot Cradle Mount Mower, and instruct City Clerk to publish said notice.

    Submitted By: JB Bolger, Assistant Park Superintendent

13. Resolution approving the Home Investment Partnership Program Consortium Cooperation Agreement with the City of Cedar Falls, Iowa, for the period of October 1, 2022 to September 30, 2025, and authorizing the Mayor and City Clerk to execute said document.

    Submitted By: Rudy D. Jones, Community Development Director

14. Resolution authorizing an exception to the City of Waterloo's Purchasing Procedure Policy to approve the purchase of four (4) Spreader Stands ,for the 14-foot Henderson V-Box Spreaders, in the amount of $41,844.00, and fifteen (15) Spreader Stands for 10-foot Henderson FSH V-Box Spreaders, in the amount of $113.880.00, from Henderson Products, Inc. of Manchester, Iowa.

    Submitted By: Randy Bennett, Public Works Division Manager

15. Resolution approving a change of location to Upper Iowa University Waterloo Campus, 3563 University Ave, for a council meeting to be held at 6:00 p.m. on April 26, 2022, and direct the City Clerk to publish said notice.

    Submitted By: Kelley Felchle, City Clerk

16. Resolution approving a cancellation of assessment for a sidewalk repair at 1015 Steely, in the amount of $338.83.

    Submitted By: Kelley Felchle, City Clerk

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

    a. **Nino Costarella and Kejuan Tucker, Police Officers**

    Class/Meeting: Basic Officer Certification Iowa Law Enforcement Academy.

    Destination: Des Moines, IA

    Dates: 5/3/2022-8/19/2022

    Amount not to exceed: $19,218.00

    b. **Matt Chesmore,Kelly Martin,Jon Martin,Angie Fordyce**

    Class/Meeting: Iowa Association of Housing Officials- Electrical Module Safety Measures Class

    Destination: Cedar Falls, Hawkeye Community College

    Dates: April 28-29, 2022

    Amount not to exceed: $800.00

    c. **Brandt, Ullom and T. Schuster, Police Officers**

    Class/Meeting: Field Training Officer Certification

    Destination: Waterloo, IA

    Dates: 4/25-27/2022

    Amount not to exceed: $900.00

    d. **A. Bovy, W. Herkelman, J. Ehlers and D. Lindaman, Police Officers**

    Class/Meeting: Dogs for Law Enforcement K-9 teams yearly recertification.

    Destination: Independence, IA

    Dates: 5/2-6/2022

Amount not to exceed: $1,900.00

e. **Jared Bargman, Timothy Gesie, David Hook, Firefighters**
Class/Meeting: Stryker Cot Maintenance Training
Destination: Waterloo, IA
Dates: March 15, 2022
Amount not to exceed: $2,430.00

f. **Senada Muhic, Housing Coordinator**
Class/Meeting: Housing Choice Voucher Specialist training.
Destination: Online
Dates: June 13-17, 2022
Amount not to exceed: $1,192.50

g. **Mindy Smith, Intake Specialist**
Class/Meeting: Nan Mckay Webinar on Rent Calculation
Destination: Webinar
Dates: April 26-28, 2022
Amount not to exceed: $975.00

2. **LIQUOR LICENSES**

a. **Cadillac Lanes, 650 LaPorte Road**
Class: C Liquor and Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 3/27/2023

b. **Family Dollar #32789, 2206 Kimball Ave.**
Class: B Wine and C Beer
New Application Includes Sunday
Expiration Date: 2/15/2023

c. **Hometown Foods, 1010 E. Mitchell Ave.**
Class: B Wine, C Beer, and E Liquor
Renewal Application Includes Sunday
Expiration Date: 4/30/2023

d. **Golden China, 106 Brookeridge Dr.**
Class: C Liquor
Renewal Application Includes Sunday
Expiration Date: 5/4/2023

e. **Tokyo Japanese Steakhouse, 1931 Sears St.**
Class: C Liquor
Renewal Application Includes Sunday
Expiration Date: 2/13/2023

f. **J's R&B Lounge, 501 Independence Ave.**
Class: A Liquor with Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 4/6/2023

g. **Michoacana Meat Market, 1215 Franklin St.**

Class: C Beer
Renewal Application Includes Sunday
Expiration Date: 4/26/2023

h. **Sunnyside Country Club, 1600 Olympic Dr.**
Class: A Liquor with Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 4/13/2023

i. **On the Rocks, 708 Jefferson St.**
Class: C Liquor and Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 3/27/2023

j. **Half Pint Saloon, 1831 Independence Ave.**
Class: C Liquor and Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 4/18/2023

k. **HyVee Food Store #2, 2181 Logan Ave.**
Class: B Wine, C Beer, and E Liquor
Renewal Application Includes Sunday
Expiration Date: 3/23/2023

3. **APPOINTMENTS**

a. **Hector Salamanca Arroyo**
Board/Commission: Historic Preservation Commission
Expiration Date: April 18, 2025
New Appointment

b. **Ivan Valtchev**
Board/Commission: Historic Preservation Commission
Expiration Date: April 18, 2025
New Appointment

4. Motion to approve recommendation of appointment of Brittney Hoyer to the position of Human Resources Administrative Secretary, effective April 19, 2022.
Submitted By:

PUBLIC HEARINGS

2. FY2023 One-Year Action Plan for CDBG and HOME Funds.
Public Hearing cancelled and rescheduling for June 6, 2022.
Submitted By: Rudy D. Jones, Community Development Director

3. FY2022 Wastewater Treatment Plant and Lift Stations Mowing Contract.
Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING-No Comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of plan, specifications, form of contract etc., and authorizing to proceed.
Motion to receive, file and instruct City Clerk to read bids.

Resolution awarding bid to Wilson Custom Tree of Cresco, Iowa, in the amount of Option A:$925.00/$2,575.00; Option B:$360.00/$800.00; Option C:$400.00/$900.00; Option D:$33,145.00, approving the contract, bond and certificate of insurance in conjunction with the FY2022 Waste Water Treatment Plant Lift Stations Mowing Contract, and authorizing the Mayor to execute said document.

Submitted By: Brian Bowman, Treatment Operations Supervisor

4. **2022 and 2023 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract.**

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.
Motion to receive and file and instruct the City Clerk to read bids.
Resolution approving award of bid to B&B Lawn Care, Inc. of Waterloo, Iowa, in conjunction with the 2022 and 2023 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract, in the amount of $12.99 per lot, Option A lots under one acre, and $57.00 per hour for Option B lots 1 acre or more, approving the contract, bond, and certificate of insurance, and authorizing the Mayor and City Clerk to execute said documents.

Submitted By: Noel Anderson, Community Planning and Development Director

5. **FY2023 Complaint Mowing with Complaint Snow Removal Contract.**

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.
Motion to receive, file and instruct City Clerk to read bids.
Resolution approving award of bid to P & J Operations, L.L.C, of Waterloo, Iowa, Option A $1,050.00 per occurrence, Option B $1,150.00 per occurrence, Option C $25.00 per man hour, and to B & B Lawn Care, Inc., of Waterloo, Iowa for Option D $79.00 per man hour, and approving the contract, bonds and certificate of insurance, in conjunction with the FY 2023 Complaint Mowing with Complaint Snow Removal Contract, and authorizing the Mayor and City Clerk to execute said documents.

Submitted By: Martin M. Petersen, City Attorney

6. **General Obligation Bonds - ECP-1 - The issuance of not to exceed $11,600,000.00 in General Obligation Bonds for essential corporate purposes.**

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution instituting proceedings to take additional action.
Resolution authorizing the issuance of not to exceed $11,600,000.00 General Obligation Bonds, and levying a tax for the payment thereof.

Submitted By: Michelle Weidner, Chief Financial Officer

7. **General Obligation Bonds - GCP 2 - The issuance of not to exceed $700,000.00 General Obligation Bonds for general corporate purposes.**

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution instituting proceedings to take additional action for the issuance of not to exceed $700,000.00 General Obligation Bonds.

Submitted By: Michelle Weidner, Chief Financial Officer

8. **General Obligation Bonds -GCP 3-The issuance of not to exceed $700,000.00 General Obligation Bonds for general corporate purposes.**

   Motion to receive and file proof of publication and notice of public hearing.
   HOLD HEARING - No comments on file.
   Motion to close hearing and receive and file oral and written comments.
   Resolution instituting proceedings to take additional action for the issuance of not to exceed $700,000.00 General Obligation Bonds.

   Submitted By: Michelle Weidner, Chief Financial Officer

9. **General Obligation Bonds-ECP-UR 4 -The issuance of not to exceed $800,000.00 General Obligation Bonds for essential corporate urban renewal purposes.**

   Motion to receive and file proof of publication of notice of public hearing.
   HOLD HEARING - No comments on file.
   Motion to close hearing and receive and file oral and written comments.
   Resolution instituting proceedings to take additional action for the issuance of not to exceed $800,000.00 General Obligation Bonds.

   Submitted By: Michelle Weidner, Chief Financial Officer

RESOLUTIONS

10. Resolution approving a Waterloo Convention and Visitors Bureau board recommendation of mini-grants to IOWA Corrections Association 2022 in the amount of $3,000 and KOLO Folkdance Festival in the amount of $3,000.

    Submitted By: Tavis Hall, Executive Director of Experience Waterloo

11. Resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Waterloo, Iowa and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of $8,105,000.00 Taxable Sewer Revenue Capital Loan Notes, Series 2022A, of the City of Waterloo, Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of said Notes, and authorizing the Mayor to execute said document.

    Submitted By: Michelle Weidner, Chief Financial Officer

12. Resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Waterloo, Iowa and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of $4,202,000.00 Taxable Sewer Revenue Capital Loan Notes, Series 2022B, of the City of Waterloo, Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of said Notes, and authorizing the Mayor to execute said document.

    Submitted By: Michelle Weidner, Chief Financial Officer

13. Resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Waterloo, Iowa and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of $1,036,000.00 Taxable Sewer Revenue Capital Loan Notes, Series 2022C, of the City of Waterloo, Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of said Notes, and authorizing the Mayor to execute said document.

    Submitted By: Michelle Weidner, Chief Financial Officer

14. Resolution approving a Professional Services Agreement with HDR Engineering of Omaha

Nebraska, in conjunction with the Upgrade to Adaptive Traffic Signal Technology on Logan Avenue Project, DOT No. STGB-SWAP-8155(781)--SH-07, in an amount not to exceed $23,000.00, and authorizing the Mayor to execute said document.

Submitted By: Mohammad Elahi, Traffic Engineer

15. Resolution approving construction plans for the private sanitary sewer extension serving 146 Martin Road Condominiums, as submitted by Helland Engineering and Surveying, LTD, of Cedar Falls, Iowa, and a Sewage Treatment Agreement, DNR Form 29 (Nov 00) with the Department of Natural Resources, and final acceptance of construction plans, subject to the review and acceptance by the Department of Natural Resources, and authorizing the Mayor to execute said documents.

Submitted By: Dennis Gentz, PE, Assistant City Engineer

16. Resolution approving Addendum No. 1 to a Professional Services Agreement with Robinson Engineering Company of Independence, Iowa, originally executed March 16, 2020, in an amount not to exceed $5,980.00, in conjunction with the Delane Creek Watershed Assessment, and authorizing the Mayor and City Clerk to execute said document.

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

17. Resolution approving a Development Agreement with Vaxxone, LLC, for the construction of an infill lot located north at 1600 Lark Lane, including $5,000.00 in incentive payment upon completion of new home, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

18. Resolution approving a request by the City of Waterloo for the Final Plat of West Port, a 5-lot commercial subdivision located in the "M-1" Light Industrial District, east of 3338 West Airline Highway.

Submitted By: Noel Anderson, Community Planning and Development Director

19. Resolution concurring with the determination of the City Planner approving a proposed change to the approved site plan in the "S-1" Shopping Center District for the construction of a convenience store/gas station (Kwik Star) of approximately 10,000 square feet with a 78-stall parking lot, located near the northeast corner of Kimball Avenue and East Ridgeway Avenue, as a Minor Site Plan Amendment.

Submitted By: Noel Anderson, Community Planning and Development Director

20. Resolution approving an Employment Agreement with Dr. Joel Fitzgerald, for the position of Police Chief, effective April 19, 2022, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Mayor Quentin Hart

EXECUTIVE SESSION

Motion to adjourn to Executive Session

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

Motion to adjourn Executive Session

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

MEETINGS

3:30 p.m. Council Work Session, Harold E. Getty Council Chambers

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

PUBLIC INFORMATION

1. Airport Board Meeting Minutes of February 23, 2022.
2. Housing Authority Board minutes of March 21, 2022
3. Historic Preservation Commission minutes of February 15, 2022.
4. Complete Streets minutes of January 25, 2022.

CITY OF WATERLOO

Council Communication

Nia Wilder, Ward 3 Council Member

City Council Meeting: 4/18/2022
Prepared:

Submitted by: Submitted By:

CITY OF WATERLOO

Council Communication

Minutes of April 4, 2022 Regular Session, as proposed.

City Council Meeting: 4/18/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Minutes of April 4, 2022	Backup Material

SUBJECT: Minutes of April 4, 2022 Regular Session, as proposed.

Submitted by: Submitted By:

April 4, 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, April 4, 2022. Mayor Quentin Hart in the Chair. Roll Call: Boesen, Nichols, Amos, Chiles, Grieder, Wilder and Feuss.

Prayer or Moment of Silence.

Pledge of Allegiance: John Chiles, Ward 1 Council member.

107121 - Feuss/Wilder

that the Agenda, as amended, for the Regular Session on Monday, March 21, 2022, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

107122 - Feuss/Wilder

that the Minutes, as proposed, for the Special Session on Thursday, March 24, 2022, at 5:00 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

107123 - Feuss/Wilder

that the Minutes, as proposed, for the Regular Session on Monday, March 21, 2022, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

PUBLIC COMMENTS

David Dryer, 3145 W. 4th Street, requested that item 1.A.19 be removed from the agenda. He shared several comments about changes to Title 1.

Mr. Grieder commented that on Saturday he rode along with Officer McGee, which his second ride along with WPD. He shared positive experiences with the ride along. He will have his first public meeting with constituents at the Public Library. Jamie Knutson, City Engineer, has agreed to come to help answer questions about upcoming projects.

107124 - Feuss/Grieder

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

CONSENT AGENDA

107125 - 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 March 28, 2022 in the amount of $3,395,781.55 and April 4, 2022 in the amount of $1,285,725.06 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. 2022-167

2. Resolution approving approving Variance to Noise Ordinance request from Waterloo Auto Parts, Inc., in conjunction with the 2022 Iowa Auto Recyclers Summer Outing, to be held on June 11, 2022 from 7:00 p.m. to 12:00 a.m., at 1501 Grandview, including live music.

   Resolution adopted and upon approval by Mayor assigned No. 2022-168

3. Resolution approving Acknowledgment/Settlement Agreement-First Violation for KWIK STOP 4, 515 Broadway, Waterloo, Iowa 50703, Tobacco Violation, and accepting check for civil penalty of $300.00.

Resolution adopted and upon approval by Mayor assigned No. 2022-169

4. Resolution approving Acknowledgment/Settlement Agreement-First Violation for Prime Mart 3, 1008 La Porte Road, Waterloo, Iowa 50702, Tobacco Violation, and Accepting Civil Penalty of $300.00.

   Resolution adopted and upon approval by Mayor assigned No. 2022-170

5. Resolution approving Acknowledgment/Settlement Agreement-First Violation for Lanes Corner Store, 2027 Falls Avenue, Waterloo, Iowa 50701, Tobacco Violation, and Accepting Civil Penalty of $300.00.

   Resolution adopted and upon approval by Mayor assigned No. 2022-171

6. Resolution approving Acknowledgment/Settlement Agreement-First Violation for Casey's General Store No. 2879, 3260 University Ave., Waterloo, Iowa 50701, Tobacco Violation, and Check for $300.00 for civil penalty.

   Resolution adopted and upon approval by Mayor assigned No. 2022-172

7. Resolution approving Acknowledgment/Settlement Agreement-First Violation-Affirmative Defense for Hy-Vee Gas, 2221 Logan Avenue, Waterloo, Iowa, Tobacco Violation.

   Resolution adopted and upon approval by Mayor assigned No. 2022-173

8. Resolution approving Acknowledgment/Settlement Agreement-1st Violation Affirmative Defense for Hy-Vee Food Store #2, 2181 Logan Avenue, Waterloo, Iowa, Tobacco Violation.

   Resolution adopted and upon approval by Mayor assigned No. 2022-174

9. Resolution accepting VGM Community Giving Grant funds, in the amount of $10,000.00, to be used for the purchase of a Lucas Mechanical CPR Device.

   Resolution adopted and upon approval by Mayor assigned No. 2022-175

10. Resolution approving an application to the Black Hawk County Metropolitan Area Transportation Policy Board, for Surface Transportation Block Grant program funding, in conjunction with the La Porte Road Revitalization Phase 3 Project.

    Resolution adopted and upon approval by Mayor assigned No. 2022-176

11. Resolution approving the grant extension for the Waterloo Police Department's Covid-19 Pandemic Initiative Grant, in the amount of $43,385.00, for Coronavirus response expenses, and authorizing the Mayor to execute said document.

    Resolution adopted and upon approval by Mayor assigned No. 2022-177

12. Resolution approving the request of Christina Hannan, for tax exemptions on the construction of a new single family home valued at $195,268.00, for property located at 3336 Lincolnshire Road, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-178

13. Resolution approving the request of Brad Taylor, for tax exemptions on the construction of a new single family home valued at $358,000.00, for property located at 1355 Campbell Avenue, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-179

14. Resolution approving the request of David Richter, for tax exemptions on the construction of a new single family home valued at $477,402.00, for property located at 125 Kestrel Circle, and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2022-180

15. Resolution approving the request of Cynthia Huebner, for tax exemptions on the construction of a new twin home unit valued at $170,000.00, for property located at 850 Grindstone Circle, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-181

16. Resolution approving the request of Kelsey Meester, for tax exemptions on the construction of a new single family home valued at $394,000.00, for property located at 1633 Blue Wing Drive, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-182

17. Resolution approving the request of Dung T. Dao, for tax exemptions on the construction of a new single family home valued at $320,000.00, for property located at 1015 Lois Lane, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-183

18. Resolution approving the request of Sead Dizdarevic, for tax exemptions on the construction of a new single family home valued at $160,000.00, for property located at 3660 Cantabury Court, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-184

~~19. Resolution approving setting date of public hearing as April 18, 2022 on the proposed issuance of the ECP-1 Not to Exceed $11,600,000.00 General Obligation Bonds, (Essential Corporate Purpose).~~

    ~~Resolution adopted and upon approval by Mayor assigned No. 2022-185~~

20. Resolution approving setting date of public hearing as April 18, 2022 on the proposed issuance of the GCP-2 Not to Exceed $700,000.00 General Obligation Bonds, (General Corporate Purpose).

    Resolution adopted and upon approval by Mayor assigned No. 2022-186

21. Resolution approving setting date of public hearing as April 18, 2022 on the proposed issuance of the GCP-3 Not to Exceed $700,000.00 General Obligation Bonds, (General Corporate Purpose).

    Resolution adopted and upon approval by Mayor assigned No. 2022-187

22. Resolution approving setting date of public hearing as April 18, 2022 on the proposed issuance of the ECP-UR-4 Not to Exceed $800,000.00 General Obligation Urban Renewal Bonds, (Essential Corporate Purpose).

    Resolution adopted and upon approval by Mayor assigned No. 2022-188

23. Resolution setting date of public hearing as April 18, 2022 to review the funding recommendations of the Community Development Board FY23 Annual Action Plan for CDBG and HOME funds for the Waterloo/Cedar Falls HOME Consortium.

    Resolution adopted and upon approval by Mayor assigned No. 2022-189

24. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as April 7, 2022 and date of public hearing as April 18, 2022, in conjunction with the 2022 and 2023 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract, and instruct City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-190

25. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as April 21, 2022 and date of public hearing as May 2, 2022, in conjunction with the FY 2022 Asphalt Overlay Program, Contract No. 1056, and instruct City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-191

26. Resolution setting date of public hearing as May 2, 2022 to approve proposed repairs, in conjunction with the 2022 Sidewalk Inspection and Repair Program – Zone 2, and approve request to send out notification to property owners of proposed sidewalk repairs and estimate of costs, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-192

b. Motion to approve the following:

1.

Travel Requests				
Name & Title of Personnel	Class/Meeting	Destination	Date(s)	Amount not to Exceed
a. Brian Baker, Chief HVAC Inspector	Iowa Law Enforcement Intelligence training (LEIN)	Des Moines, IA	4/8-15/2022	$1,340.00
b. Charles Donohue, Lieutenant, Jonathan Eastman, Fire Fighter	Smoke Diver training hosted by the Mississippi State Fire Academy	Jacksonville, MS	04/23-29/2022	$990.00
c. Jeremiah Van Dyke, Fire Lieutenant	Fire Inspector I Test-International Code Council	Virtual-Online Test	03/20/2022	$241.00
d. Quentin Hart, Mayor and Wendy Bowman, Communications Director	Accelerator for America Louisville Advisory Council Meeting	Louisville, KY	05/1-4/2022	$3,900.00
e. Chris Youngblut, Technology Director and Ben Wagner, GIS Coordinator	Iowa Technology and Geospatial Conference	West Des Moines, IA	06/14-17/2022	$1,350.00
f. Officer Aitchison (LEIN)	Iowa Law Enforcement Intelligence training (LEIN)	Des Moines, IA	4/8-15/2022	$1,340.00

2.

Approved Beer, Liquor, and Wine Applications				
Name & Address of Business	Class	New or Renewal	Expiration Date	Includes Sunday
a. Crossroads Cinema, 2450 Crossroads Blvd.	C/Liquor	Renewal	03/14/2023	X
b. Snack Shack #2, 189 W. 11th St.	Beer/E Liquor	Renewal	02/28/2023	X

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

Appointee	Board/Commission	Expiration Date	New or Re-Appointment
Nicholas Hedrick	Historic Preservation Commission	04/15/2025	Re-Appointment
Curtis Bovy	Plumbing Board of Licensing, Examiners and Appeals	04/04/2025	New Appointment
Teri Lynn Jorgensen	ADA Compliance Commission	04/04/2025	New Appointment

Dr. Beverly Smith	Civil Service Commission	04/01/2026	New Appointment

3. Motion to approve Change Order No. 1 with Arends Excavating, of Waterloo, Iowa, for a net increase of $21,301.40, in conjunction with the FY 2021 Leversee Road Lift Station, Contract No. 983, and authorizing the Mayor and City Clerk to execute said document.

4. Motion to approve Change Order No. 7 from Vieth Construction Corporation, of Cedar Falls, Iowa, for a net increase of $8,579.00, in conjunction with the FY 2021 Highway 63 Enhancements from Washington Street to Parker Street, Contract No. 1029, and authorizing the Mayor and City Clerk to execute said document.

5. Motion to approve Change Order Nos. 1 and 2 with All Star Environmental, LLC, for a net increase of $3,090.00, in conjunction with additional asbestos removal, for property located at 300 Allen Street, 307 Sumner Street, and 615 Glenwood Street, Contract No. AB-2022-02-04P.

6. Motion to approve Change Order No. 1 with Advanced Environmental Testing and Abatement, Inc., of Waterloo, Iowa, for a net increase of $4,665.00, in conjunction with additional asbestos removal for property located at 114 E 10th Street, Contract No. AB-2021-12-4P, and authorizing the Mayor to execute said document.

7. Motion to approve recommendation of appointment of Justin Estling, from the current Civil Service list, to the position of Plant Mechanic in the Waste Management Services Department, effective May 09, 2022, pending successful completion of pre-employment physical and drug screening.

8. Motion to approve recommendation of appointment of Melissa Gearhart to the position of Assistant Human Resources Director, effective April 25, 2022.

10. Motion to receive the City of Waterloo Annual Comprehensive Financial Report for the fiscal year ended June 30, 2021 and place on file.

11. Bonds.

Roll call vote-Ayes: Seven. Motion carried.

107126 - Boesen/Feuss

Resolution approving setting date of public hearing as April 18, 2022 on the proposed issuance of the ECP-1 Not to Exceed $11,600,000.00 General Obligation Bonds, (Essential Corporate Purpose). Roll-call vote-Ayes: Seven. Motion carried.

David Dryer, 3145 W. 4th Street, questioned how much the city is worth and how much the city owes in debt.

Michelle Weidner, Chief Financial Officer, explained our net position is $458 million. Our bonded debt is $103 million and another $17 million in enterprise debt. We did do a hearing March 7th for continued improvements to the convention center. The number nine Mr. Dryer referred to is a step to issuing that debt. She further provided an overview of the agenda item to set the date of hearing for the essential corporate purpose bonds.

Maggie Burger, Speer Financial, provided an overview of the legal requirements the city needs to go through to issue debt. She further explained that they are constantly monitoring the market conditions and are including the option to refund prior debt.

Resolution adopted and upon approval by Mayor assigned No. 2022-185

107127 - Boesen/Amos

Motion to approve Change Order No. 1 with Arends Excavating, of Waterloo, Iowa, for a net increase of $21,301.40, in conjunction with the FY 2021 Leversee Road Lift Station, Contract No. 983, and authorizing the Mayor and City Clerk to execute said document. Roll-call vote-Ayes: Seven. Motion carried.

Mr. Boesen commented that the reason he pulled the item off the agenda is because he feels that many of the items listed in the change order should have been included in the original bid. He added that the contractor should be responsible to eat the cost if they did not include it in the original bid.

Mayor Hart asked that Mr. Knutson express frustration to the contractor for missing these items in the bid.

PUBLIC HEARINGS

107128 - Amos/Grieder

that proof of publication of notice of public hearing on the authorization of one or more Loan Disbursement Agreements and the issuance of Notes to evidence the obligation of the City thereunder Taxable Sewer Revenue Capital Loan Notes - The issuance of not to exceed $14,200,000.00 Series 2022 (State of Iowa Revolving Fund Loan), as published in the Waterloo Courier on March 22, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

Maggie Burger, Speer Financial, provided an overview of the agenda item.

107129 - Amos/Grieder

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

107130 - Amos/Grieder

that "instituting proceedings to take additional action for the issuance of not to exceed $14,200,000.00 Taxable Sewer Revenue Capital Loan Notes, Series 2022", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Mr. Boesen commented that it is important for the public to know that this is debt that will be repaid with sewer fees.

Michelle Weidner, Chief Financial Officer, provided further details on the taxable sewer revenue capital loan.

Resolution adopted and upon approval by Mayor assigned No. 2022-193

107131 - Feuss/Chiles

that proof of publication of notice of public hearing on sale and conveyance of City property located north of 501 Lakeside Street, in the amount of $1.00, to Union Development Holdings, LLC, as published in the Waterloo Courier on March 25, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

Margaret Blum, Indianapolis, IN, provided an overview of the project.

Forrest Dillavou, 1725 Huntington Road, questioned when the development will be done, the duration of the tax abatement, and how many acres the development will cover.

Noel Anderson, Community Planning and Development Director, provided an overview of the economic development incentives for the project.

107132 - Feuss/Chiles

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

107133 - Feuss/Chiles

that "Resolution authorizing the sale and conveyance of city owned property located north of 501 Lakeside Street, in the amount of $1.00 to Union Development Holdings, LLC, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Mr. Grieder commented that during the housing report delivered a few months ago, we learned that of the need for more low income housing in our community. He stated that he is happy to see this project and believes it will have a positive impact on the community.

Mr. Amos shared that he is happy to see development happening on the North End of the community and that it serves a vital need.

Mr. Boesen expressed concern that if we have 180 families move into this affordable housing, that we do not create a lot of empty units that become run down due to renters moving out. He encouraged staff to keep an eye on this potential problem.

Ms. Wilder commented that she hopes that the project comes with garages and car ports.

Mr. Nichols questioned if, with the other projects, they have a scale by which they set rents.

Mayor Hart requested an overview of how property maintenance would be handled.

Margaret Blum explained they chose to launch their own property management because third properties were not maintaining the property to the level that they expected for their company.

Resolution adopted and upon approval by Mayor assigned No. 2022-194

107134 - Feuss/Chiles

that "approving a Development Agreement with Union Development Holdings, LLC for the construction of at least 150 new multi-family units, 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. 2022-195

107135 - Feuss/Chiles

that "approving the request of Union Development Holdings, LLC, for tax exemptions on the construction of at least 150 new multi-family units proposed to be constructed with an estimated assessed value of $10,000,000.00, for property located north of 501 Lakeside Street, and located in the City Urban Revitalization Area (CURA)", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-196

107136 - Grieder/Feuss

that proof of publication of notice of public hearing on sale and conveyance of City property located at 615 Glenwood Street, in the amount of $5,000.00, to Bertha Johnson, as published in the Waterloo Courier on March 25, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

107137 - Grieder/Feuss

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

107138 - Grieder/Feuss

that "authorizing the sale and conveyance of city owned property located at 615 Glenwood Street, in the amount of $5,000.00 to Bertha Johnson, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-197

107139 - Grieder/Feuss

that "approving a Development Agreement with Bertha Johnson for the rehabilitation of the home located at 615 Glenwood Street, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-198

RESOLUTIONS

107140 - Boesen/Feuss

that "Resolution approving a Professional Services Agreement with AECOM of Waterloo, Iowa, in an amount not to exceed $134,900.00, for SRF coordination and construction related services, in conjunction with the FY 2023 Phase IVA3 CIPP Lining Project, Contract No. 1063, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

David Dryer, 3145 W. 4th Street, commented that he doesn't understand why we have to have an engineer design putting a pipe in the ground.

Resolution adopted and upon approval by Mayor assigned No. 2022-199

107141 - Boesen/Feuss

that "Resolution approving Amendment No. 1 to an Agreement with Stand Associates Inc., of Madison Wisconsin, originally executed April 17, 2019, to amend the Scope of Services and completion date, in conjunction with the Biogas Utilization Modifications Preliminary Design Project, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

David Dryer, 3145 W. 4th Street, commented that he used to sell the equipment that did biogas and does not understand why this project is so expensive.

Resolution adopted and upon approval by Mayor assigned No. 2022-200

107142 - Boesen/Feuss

that "Resolution approving Amendment No. 1 to a Professional Services Agreement with Clapsaddle-Garber Associates, Inc., of Cedar Falls, Iowa, originally approved January 19, 2021, in an amount not to exceed $54,000.00, for construction related services, in conjunction with the FY 2021 Leversee Road Lift Station Project, Contract No. 983, 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. 2022-201

107143 - Grieder/Amos

that "Resolution approving an Easement with MidAmerican Energy in conjunction with the construction of a roundabout at the intersection of East Shaulis Road and Hess Road and authorizing the Mayor and City Clerk to execute the same", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-202

107144 - Grieder/Amos

that "Resolution authorizing the issuance of not to exceed $3,500,000.00 General Obligation Bond Series 2022, and levying a tax for the payment thereof.", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-203

ORDINANCES

107145 - Feuss/Amos

that "an ordinance amending the 2020 Traffic Code by adding Subsection (154b) Lost Island Water Park and Shaulis Road - Full Actuated Pushbutton Pedestrian Signal to Section 540 Obedience to Official Traffic-Control Devices", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

107146 - Feuss/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.

107147 - Feuss/Amos

that "an ordinance amending the 2020 Traffic Code by adding Subsection (154b) Lost Island Water Park and Shaulis Road - Full Actuated Pushbutton Pedestrian Signal to Section 540 Obedience to Official Traffic-Control Devices", be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Seven. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5639.

107148 - Grieder/Wilder

that "an ordinance amending the 2020 Traffic Code by adding Subsection (154c) Lost Island Theme Park and Shaulis Road - Full Actuated Pushbutton Pedestrian Signal to Section 540, Obedience to Official Traffic-Control Devices", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

107149 - Grieder/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.

107150 - Grieder/Chiles

that "an ordinance amending the 2020 Traffic Code by adding Subsection (154c) Lost Island Theme Park and Shaulis Road - Full Actuated Pushbutton Pedestrian Signal to Section 540, Obedience to Official Traffic-Control Devices", be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Seven. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5640.

OTHER COUNCIL BUSINESS

107151 - Feuss/Amos

that a hearing on Order Assessing Civil Penalty, in the amount of $1,500.00, to Guddi Mart, 306 Byron Avenue, Waterloo, Iowa, for sale of tobacco to minor violation-second offense, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

107152 - Feuss/Amos

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

107153 - Feuss/Amos

Motion approving Order Assessing Civil Penalty, in the amount of $1,500.00, to Guddi Mart, 306 Byron Avenue, Waterloo, Iowa 50702, for sale of tobacco to minor violation-second offense. Roll call vote-Ayes: Seven. Motion carried.

107154 - Feuss/Amos

that a hearing on Order Assessing Civil Penalty, in the amount of $300.00, to Ray's Supermarket, 1975 Franklin Street, Waterloo, Iowa 50703, for sale of tobacco to minor violation-first offense, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

107155 - Feuss/Amos

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

107156 - Feuss/Grieder

Motion approving Order Assessing Civil Penalty, in the amount of $300.00, to Ray's Supermarket, 1975 Franklin Street, Waterloo, Iowa, for sale of tobacco to minor violation-first offense. Roll call vote-Ayes: Seven. Motion carried.

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

107157 - Feuss/Amos

that the council adjourn to Executive Session at 6:43 p.m. Roll call vote-Ayes: Seven. Motion carried.

Mr. Chiles left the meeting.

107158 - Feuss/Wilder

that the Council adjourn from Executive Session at 7:00 p.m. Voice vote-Ayes: Six. Motion carried.

107159 - Feuss/Wilder

that the council adjourn to Executive Session at 7:00 p.m. Roll call vote-Ayes: Six. Motion carried.

107160 - Feuss/Wilder

that the Council adjourn from Executive Session at 7:05 p.m. Voice vote-Ayes: Six. Motion carried.

107161 - Feuss/Grieder

that the council adjourn to Executive Session at 7:05 p.m. Roll call vote-Ayes: Six. Motion carried.

107162 - Feuss/Wilder

that the Council adjourn from Executive Session at 7:17 p.m. Voice vote-Ayes: Six. Motion carried.

ADJOURNMENT

107163 - Feuss/Wilder

that the Council adjourn at 7:17 p.m. Voice vote-Ayes: Six. Motion carried.

_____
Kelley Felchle, City Clerk

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS, healthy, fertile soil and clean water is the lifeblood of nutrition and sustenance throughout the world, and soil conservation is a benefit to everyone; and,

WHEREAS, effective conservation practices ensure soil, water, animals, plants, and air can provide a rich standard of living; and,

WHEREAS, our survival and continued production and access to quality food and water depends upon the robust management of diverse natural resources nationwide; and,

WHEREAS, stewardship calls upon every individual to help conserve these precious resources to ensure their prosperity for generations to come;

NOW, THEREFORE, I, Quentin Hart, Mayor of the City of Waterloo, Iowa, do hereby proclaim the week of April 24 – May 1, 2022 as

SOIL AND WATER STEWARDSHIP WEEK

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused the Seal of the City of Waterloo to be affixed this 18th day of April 2022.

ATTEST:

CITY WATERLOO IOWA SEAL

Kelley Felchle
Kelley Felchle
City Clerk

Quentin Hart
Quentin Hart
Mayor

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS, trees provide a pleasing environment in Waterloo for the benefit of our residents and visitors, contributing greatly to our positive image; and

WHEREAS, the optimum reforestation of Waterloo will require public participation and cooperation, resulting in an attractive community; and

WHEREAS, the management of trees increases the benefits to our community through planning, planting, maintenance, timely removal and replacement; and

WHEREAS, the Iowa Legislature has designated the last Friday in April as "Arbor Day" throughout Iowa.

NOW, THEREFORE, I, Quentin Hart, Mayor of the City of Waterloo, Iowa, do hereby proclaim the week of April 24–30, 2022, as

ARBOR WEEK

in Waterloo, Iowa, and encourage all citizens of Waterloo to celebrate this occasion and the beauty of our city by planting a tree.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Waterloo to be affixed this 18th day of April 2022.

ATTEST:

Kelley Felchle
City Clerk

Quentin Hart
Mayor

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS, Waterloo has been designated a bike-friendly community, a Complete Streets community, and has adopted the City of Waterloo Bicycle Master Plan.

WHEREAS, the City of Waterloo in cooperation with surrounding Cedar Valley communities maintains a beautiful trail system; and

WHEREAS, Cedar Valley Bicycle Collective is an active part of our growing community of bicycle enthusiasts; and

WHEREAS, in 1956 the League of American Wheelmen designated the month of May as National Bicycle Month; and

WHEREAS, bicycling is not only a recreational activity, but also an aerobic exercise leading to greater fitness and health, as well as an energy-saving, economical and environmentally friendly method of transportation.

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

MAY 2022 AS BIKE MONTH
MAY 1, 2022 AS NATIONAL RIDE A BIKE DAY
MAY 16-22, 2022 AS BIKE TO WORK WEEK
MAY 18, 2022 AS NATIONAL RIDE OF SILENCE
MAY 20, 2022 AS NATIONAL BIKE TO WORK DAY

in Waterloo and encourage our citizens to recognize the importance of bicycle safety and to participate in bicycling activities for recreation, transportation, fitness and improved health during the month of May as well as throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Waterloo to be affixed this 18th day of April, 2022.

ATTEST:

CITY WATERLOO IOWA

Kelley Felchle
Kelley Felchle
City Clerk

Quentin Hart
Quentin Hart
Mayor

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS, The Love Foundation, Inc., a non-profit organization, has announced **GLOBAL LOVE DAY** to facilitate in establishing LOVE & PEACE on our planet; and

WHEREAS, **GLOBAL LOVE DAY** will establish a worldwide focus towards "unconditionally loving each other as we love ourselves"; and

WHEREAS, We are One Humanity on this planet; and

WHEREAS, All life is interconnected and interdependent; and

WHEREAS, All share in the Universal bond of love; and

WHEREAS, Love begins with self-acceptance and forgiveness; and

WHEREAS, With respect and compassion we embrace diversity; and

WHEREAS, Together we make a difference through love; and

WHEREAS, The Love Foundation, Inc. invites mankind to declare May 1, 2022 as Global Love Day, a day of forgiveness and unconditional love. Global Love Day will act as a model for all of us to follow, each and every day;

NOW, THEREFORE, I, Quentin Hart, Mayor of the City of Waterloo, Iowa, do hereby proclaim May 1, 2022 as

GLOBAL LOVE DAY

In Waterloo and invite all citizens to observe this day, which honors the public cause for Global Love, World Peace, and Universal Joy.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused the Seal of the City of Waterloo, Iowa, to be affixed this 18th day of April 2022.

ATTEST:

CITY WATERLOO IOWA

Kelley Felchle
City Clerk

Quentin Hart
Mayor

CITY OF WATERLOO

Council Communication

Proclamation declaring April 2022 as Fair Housing Month.

City Council Meeting: 4/18/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Fair Housing Month	Backup Material

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS, April 2022 marks the 54th Anniversary of Title VIII of the Civil Rights Act of 1968, known as the Civil Rights Fair Housing Act; and

WHEREAS, this Act provides equal housing opportunity for all Americans regardless of race, color, religion, sec or national origin, as well as to ensure fair practice in the sale, rental or financing of property;

WHEREAS, the Fair Housing Amendments Act of 1988 added new rights, remedies, monetary penalties, and strengthened its enforcement procedures; and

WHEREAS, the Fair Housing Amendments Act seeks to provide equal housing opportunities, to affirmatively further housing choices, to eliminate legal barriers to equal housing and to emphasize equal housing as a fundamental human right for all; and

WHEREAS, individuals in the city have the right to choose where to live without discrimination based on race, color, religion, age, sex, disability, gender identity, familial status or national origin; and

WHEREAS, the City of Waterloo fully supports the intent and purpose of the Federal Fair Housing Act, local fair housing laws and follows policies and practices in order to achieve its goal:

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

FAIR HOUSING MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of City of Waterloo, Iowa to be affixed this 18th day of April 2022.

ATTEST:

CITY WATERLOO IOWA

Kelley Felchle

Kelley Felchle
City Clerk

Quentin Hart

Quentin Hart
Mayor

CITY OF WATERLOO

Council Communication

Resolution approving Variance to Noise Ordinance request from George Nicholas, in conjunction with the Mama Nicks 60th Anniversary event, to be held on May 15, 2022 from 12:00 p.m. to 5:00 pm. at 1934 Washington Street, including live entertainment, food and alcohol both inside and outside.

City Council Meeting: 4/18/2022
Prepared: 3/25/2022

ATTACHMENTS:

	Description	Type
	Noise Variance Request	Backup Material

SUBJECT:	Resolution approving Variance to Noise Ordinance request from George Nicholas, in conjunction with the Mama Nicks 60th Anniversary event, to be held on May 15, 2022 from 12:00 p.m. to 5:00 pm. at 1934 Washington Street, including live entertainment, food and alcohol both inside and outside.
Submitted by:	Submitted By: R. Duncan, Police Captain

APPLICATION

FOR

VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: George Nicholas

APPLICANT'S ADDRESS: 1934 Washington St, Waterloo, IA 50702

APPLICANT'S PHONE #: (563)496-0664

ANTICIPATED DATE OF VARIANCE: May 15th, 2022

NAME OF EVENT: Mama Nicks 60th Anniversary

TIMES OF DAY OF VARIANCE: 12pm - 5pm

GEOGRAPHICAL LOCATION OF VARIANCE: Kenwood Park addition

1934 Washington St.

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES: approximately 48' 10"

x 129' 3"

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

1. Mama Nicks will be celebrating the 60th anniversary by having live entertainment and serving food and alcohol outside as well as inside. This will occur on all of the property owned by the same people as Mama
2. Nicks. This includes all 5 lots around Mama Nicks. Live Entertainment includes Bands.

Applicant's Signature

Date

CITY COUNCIL ACTION:

APPROVAL: _____

DENIAL: _____

Police Dept. Recommendation

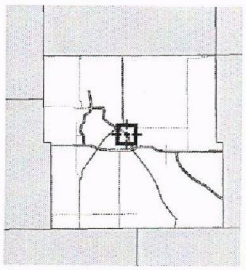
APPROVAL: Captain Dunca

DENIAL: _____

DECIBEL LEVEL: No More Than 90-100

Beacon™ Black Hawk County, IA

Overview



Legend

- Water
- Parcels

Parcel ID	891336128003	**Alternate ID**	n/a	**Owner Address**	MAMA NICKS LLC
Sec/Twp/Rng	n/a	**Class**	C		1934 WASHINGTON ST
Property Address		**Acreage**	n/a		WATERLOO, IA 50702
District	940001				
Brief Tax Description	KENWOOD PARK THAT PART OF BERTCH AV DESC AS FOL: BEG AT SW COR LOT 157 PT BEING CUT X IN CONCRETE TH N 89 DEG 24 MIN 10 (Note: Not to be used on legal documents)				

These maps do not represent a survey. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by Black Hawk County, the Black Hawk County Assessor or their employees. These maps are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for local government purposes. See the recorded documents for more detailed legal information.

Date created: 3/22/2022
Last Data Uploaded: 3/21/2022 11:58:57 PM

Developed by Schneider GEOSPATIAL

DOUG ANDERSON

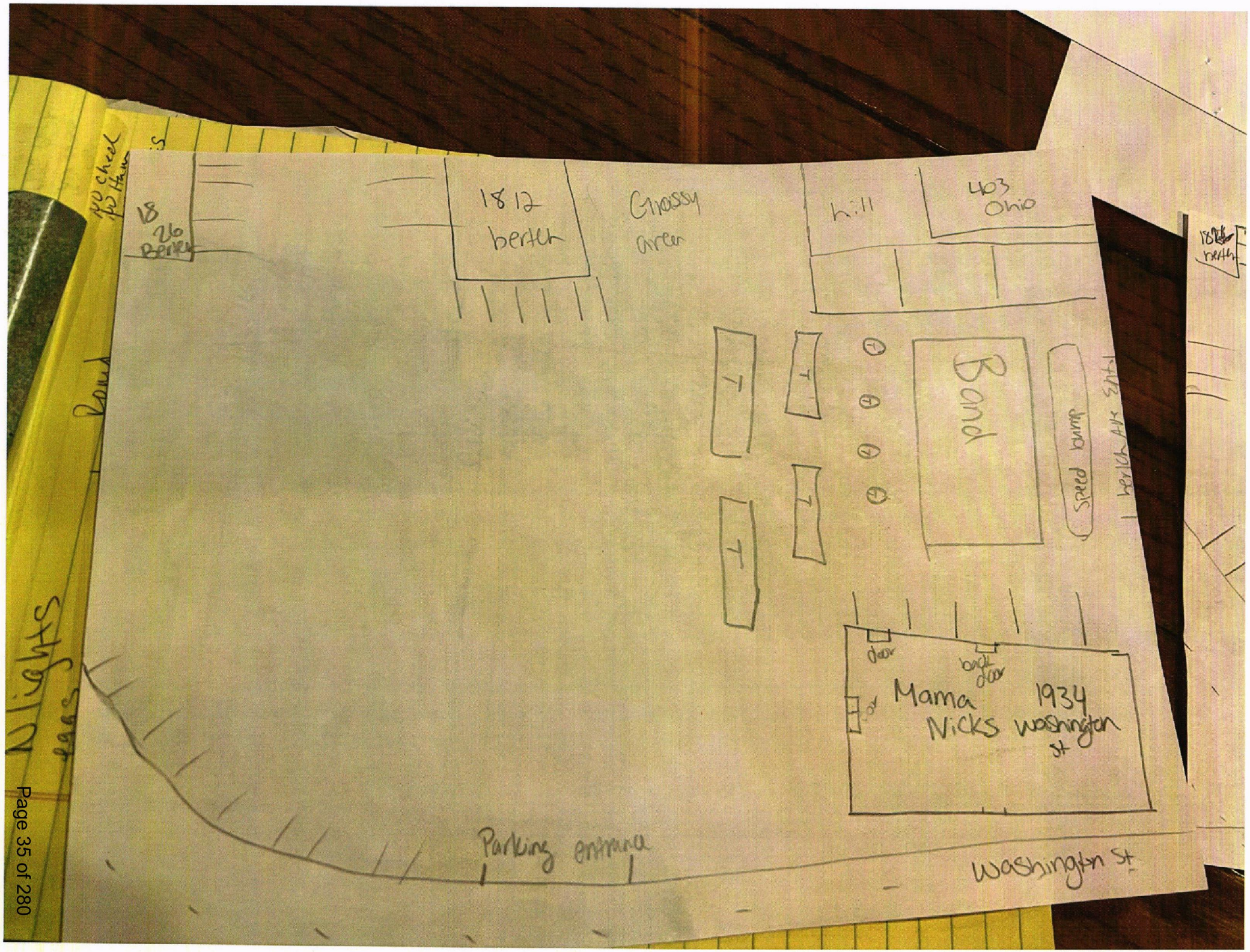
From: George Nicholas <georgenicks3@gmail.com>
Sent: Tuesday, March 22, 2022 11:48 AM
To: DOUG ANDERSON
Subject: Re: FW: Noise Ordinance Variance form
Attachments: Fillable Noise Ordinance (2).pdf

On Tue, Mar 22, 2022 at 11:39 AM George Nicholas <georgenicks3@gmail.com> wrote:
the properties are all owned by the same owners of mama nicks. i will resend it

On Tue, Mar 22, 2022 at 11:31 AM George Nicholas <georgenicks3@gmail.com> wrote:
Attached is the noise ordinance. We appreciate all your help in doing this if any questions or concerns please let us know we can be reached by phone or email.

On Tue, Mar 22, 2022 at 10:45 AM DOUG ANDERSON <DOUG.ANDERSON@waterloo-ia.org> wrote:

> Hello,
>
> Here is a form for your party in May.
>
> Please fill out as soon as you can and send back.
>
> Thank you.
>
> DOUG ANDERSON
>
> CLERK II
>
> CITY OF WATERLOO
>
> 715 MULBERRY ST
>
> WATERLOO, IA 50703
>
> 319-291-4323



18
26
Berth
1812
berth
Grassy
area
hill
403
Ohio
Band
speed bump
berth Ave Ent
door
back door
Mama
Nicks
1934
washington
st
Parking entrance
washington st
Nlights

CITY OF WATERLOO

Council Communication

Resolution approving a Variance to the Noise Ordinance Request of Raynelle Walker, from 1:00-6:00 p.m., May 28, 2022, in conjunction with the Beat the Streetz Weekend event, located in Sullivan Park, including use of a PA system.

City Council Meeting: 4/18/2022
Prepared: 4/6/2022

SUBJECT:	Resolution approving a Variance to the Noise Ordinance Request of Raynelle Walker, from 1:00-6:00 p.m., May 28, 2022, in conjunction with the Beat the Streetz Weekend event, located in Sullivan Park, including use of a PA system.
Submitted by:	Submitted By: J. Feaker, Police Captain

CITY OF WATERLOO

Council Communication

Resolution approving a Variance to the Noise Ordinance for Mike Robinson in conjunction with the Take Back Our Community Back 2 School Bash, to be held from 11:00 a.m. to 4:00 p.m. at Sullivan Park on August 20, 2022.

City Council Meeting: 4/18/2022
Prepared:

SUBJECT:	Resolution approving a Variance to the Noise Ordinance for Mike Robinson in conjunction with the Take Back Our Community Back 2 School Bash, to be held from 11:00 a.m. to 4:00 p.m. at Sullivan Park on August 20, 2022.
Submitted by:	Submitted By: Captain Feaker

CITY OF WATERLOO

Council Communication

Resolution approving a Variance to the Noise Ordinance for Emily Dvorak for the Good Neighbor Iowa Earth Day Picnic event, located at Hope Martin Park from 12:00 to 3:00 p.m. on April 23, 2022.

City Council Meeting: 4/18/2022
Prepared: 4/13/2022

SUBJECT:	Resolution approving a Variance to the Noise Ordinance for Emily Dvorak for the Good Neighbor Iowa Earth Day Picnic event, located at Hope Martin Park from 12:00 to 3:00 p.m. on April 23, 2022.
Submitted by:	Submitted By: Captain Feaker

CITY OF WATERLOO

Council Communication

Resolution approving a Variance to the Noise Ordinance for Sidney Simpson for the Gospel Celebration and Birthday Celebration event at 916 Ash Street, from 7:00 a.m. to 9:00 p.m., on May 13-14, 2022.

City Council Meeting: 4/18/2022
Prepared: 4/13/2022

SUBJECT:	Resolution approving a Variance to the Noise Ordinance for Sidney Simpson for the Gospel Celebration and Birthday Celebration event at 916 Ash Street, from 7:00 a.m. to 9:00 p.m., on May 13-14, 2022.
Submitted by:	Submitted By: Captain Feaker

CITY OF WATERLOO

Council Communication

Resolution approving the submission of a grant application to the Van G. Miller Family Charitable Trust, in the amount of $1 million, in conjunction with the Transforming Gates and Byrnes Parks Project.

City Council Meeting: 4/18/2022
Prepared: 2/28/2022

ATTACHMENTS:

Description	Type
VanGMillerApp	Backup Material

SUBJECT:	Resolution approving the submission of a grant application to the Van G. Miller Family Charitable Trust, in the amount of $1 million, in conjunction with the Transforming Gates and Byrnes Parks Project.
Submitted by:	Submitted By: Paul Huting, Leisure Services Director
Recommended Action:	Recommend Approval.
Summary Statement:	This grant would help fund elements of the Gates Park Master Plan and the Waterloo Aquatics Master Plan as presented at the January 31 City Council Work Session.
Neighborhood Impact:	This grant would help fund a project which would have a large positive impact on neighborhoods surrounding Gates and Byrnes Parks.
Data/Analysis and Strategies:	Ballard King and Associates have done a comprehensive analysis of demographics and service areas as part of their Waterloo Aquatics Master Plan.
Community Engagement Methods:	Public input on this project has been provided using a variety of methods including comprehensive surveys and direct input from focus group meetings. Neighborhood Services has been key in making sure local voices are heard.
Expenditure Required/Source of Funds:	The grant request is in the amount of $1 million for a $16 million project. A grant request for $6.5 million has been submitted to BHCGA. Many other grant sources are being pursued, and a dedicated fund has been established at the Waterloo Community Foundation for grass roots donations. $4.5 million has been requested in CIP funds from the City over 2 years for this project.
Alternative:	The current pools have exceeded their usable lifespan and must be removed soon, and this is the most viable replacement alternative.

VAN G. MILLER CHARITABLE TRUST FOUNDATION
GRANT APPLICATION COVER SHEET
(For Grants over $25,000)

Date of Application: March 28, 2022

Legal name of organization applying: City of Waterloo (Leisure Services Commission)

Year Founded: City was incorporated in 1868 Current Operating Budget: $9,301,003

Executive Director Paul Huting Phone number: (319)-291-4370

Contact person/title/phone number (if different from executive director) same as above

Address (principal administrative office):1101 Campbell Avenue, Waterloo, Iowa 50701

City/State/Zip: Waterloo, Iowa 50701

Fax Number: (319) 291-4297 E-mail Address: paul.huting@waterloo-ia.org

List any support from Van G. Miller or this Foundation in the last 5 years: None

Project Name: Transforming Gates and Byrnes Parks

Purpose of the Grant: The project is to remove two failing outdoor swimming pools at Byrnes and Gates parks, and to construct 1) An array of transformative improvements at Gates Park as identified by a stakeholders focus group and 2) A new aquatic center at Byrnes Park.

Dates of the Project: Construction would begin in Gates Park in the spring of 2023. The Byrnes Pool project would begin late summer of 2023 with total project completion planned for summer of 2024.

Amount Requested: $1 million

Total Project Cost: $16 million

Geographic Area Served: The entire City of Waterloo and surrounding area

Signature: _____

Title: Leisure Services Director

Date: March 30, 2022

Executive Summary: The City of Waterloo Leisure Services Commission is launching an exciting campaign to transform Waterloo's two "anchor parks". Major improvements are planned for Gates Park and Byrnes Park.

Swimming pools at both parks are failing. A recent aquatics master plan process with public input has resulted in City Council endorsement of comprehensive improvement project to include a multi-faceted renovation of Gates Park and a new outdoor aquatic center at Byrnes Park.

Features planned for **Gates Park** include a splash pad, inclusion park, amphitheater, lighted basketball courts surrounded by a skating track, sculpture garden with pollinator plantings, renovated soccer field, and more. It is estimated that $8 million would be invested to completely transform this park.

At **Byrnes Park** the pool would be replaced by a new aquatic center featuring a lazy river, slide tower, 6-lane 25-yard lap pool, zero depth entry pool with play and instructional area. Also included would be a new bathhouse and mechanical building. The investment at Byrnes would be approximately $8 million.

Purpose of Grant: Waterloo's outdoor aquatic facilities at Gates and Byrnes Parks were constructed over 40 years ago and have been determined to be beyond their useful life span, according to the Waterloo Aquatics Master Plan prepared by Ballard King and Associates (171 page document available upon request). It is imperative that Waterloo Leisure Services build new aquatic facilities in order to continue providing life-saving swimming learn to swim programs and afford area residents summer recreational swim opportunities.

The Ballard King plan has also identified a need to revitalize Gates Park with a broad array of new facilities (mentioned above) as recommended by meetings with a Gates Park Focus Group, public surveys, and consultation with the Gates Park Neighborhood Association.

The requested grant of $1 million from Van G. Miller Charitable Trust foundation would be used to help fund improvements at Gates Park or Byrnes Park. The Foundation Board could direct funding to a specific feature or features with naming opportunities if so desired.

Partnerships: The Leisure Services Commission is in the process of enlisting many other partners in this project. A grant application for $6.5 million has been submitted and is currently under review by the Black Hawk County Gaming Association Board. A request for funding totaling $4.5 million over 2 years in the City of Waterloo Capital Improvements Program. A presentation was made to the McElroy Trust Board on March 22 and a presentation is scheduled for March 25 at the Cedar Valley Community Foundation. A dedicated fund for grass roots project donations has been established at the Waterloo Community Foundation, with initial gifts of $10,000 from the VGM Employees Fund and $15,000 from the Waterloo RAGBRAI Committee. Leisure Services Commissioner Tom Powers is working with White House staff to explore possible "Build Back Better" federal funding for the project. A preliminary meeting was held with staff at the Otto Schoitz Foundation. In addition, the Young Family Foundation has given $20,000 for the development of the Gates Park Master Plan. Many other funding sources are currently being researched.

Timetable: The planned timetable for this project is for groundbreaking in the spring of 2023 at Gates Park and completion of the entire project at Gates and Byrnes Parks by summer of 2024.

Long term funding strategy: Long term funding for the project maintenance and programming will be included within the Leisure Services Commission operating budgets.

Evaluation: The success of this project will be defined by the number of people participating in the use of the many new facilities planned. Leisure Services has baseline data specific to participants in swimming programs that will be compared to the usage numbers at the new aquatic center. The new facilities at Gates Park will be free and open to the public with less opportunity for statistical comparisons. However, events and tournaments will be tracked.

Budget Narrative/Justification:

Estimated Project Costs

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

$7,991,315

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

$8,000,000

Total Estimated Project Cost = $15,991,315

Projected Funding Sources

City of Waterloo Capital Improvement Bond funds

$4,500,000

Black Hawk County Gaming Association Grant

$6,500,000

Other Local Funder Grants (Schoitz Foundation, McElroy Trust, Van G. Miller Trust, Guernsey Foundation, Young Family Foundation, Black Hawk County Pollinators Leighty Foundation, etc.)

$4,100,000

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

$700,000

Grass Roots Donations (Coordinated by Waterloo Community Foundation)

$191,315

Total Estimated Funding Sources = $15,991,315

Organization Information:

The City of Waterloo Leisure Services Commission was created in 1998, replacing the former Waterloo Park Commission. This organization is part of the City of Waterloo, incorporated in 1868.

WATERLOO LEISURE SERVICES

2022 COMMISSION MEMBERS

Brenda Durban, Chair

Tom Christensen, Vice Chair

Jessica Rucker, Secretary

Bob Bamsey

Tom Powers

Tim Moses

Sharon Samec

Dave Boesen, City Council Liaison

Paul Huting, Leisure Services Director

MISSION STATEMENT

The City of Waterloo Leisure Services Commission is dedicated to improving the quality of life for all citizens by providing the best possible recreational activities, special events, facilities, and services that encourage lifelong learning, fitness and fun. The Commission strives to provide an enjoyable outdoor environment with top quality parks, preserves, golf courses, recreational trails, and a healthy urban forest resource.

IRS determination letter: Attached.

Finances: February, 2022 department Budget Performance Report summary page is attached. The detailed, 20 page report is available upon request.

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: March 24, 2003

Person to Contact:
Cassandra E. Jackson 31-07417
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Employer Identification Number:
42-6005327

City of Waterloo
Finance Department
715 Mulberry St.
Waterloo, IA 50703-5714

Dear Sir or Madam:

This is in response to your request of March 24, 2003 regarding your organization's exemption from Federal income tax.

As a governmental unit or a political subdivision thereof, your organization is not subject to Federal income tax under the provisions of Section 115(1) of the Internal Revenue Code, which states in part:

> "Gross income does not include income derived from ... the exercise of any essential governmental function and accruing to a State or any political subdivision thereof ..."

Because your organization is a governmental unit or a political subdivision thereof, its income is not taxable as explained above. Contributions used exclusively for public purposes are deductible under Section 170(c)(1) of the Code.

Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Your organization may obtain a letter ruling on its status under section 115 by following the procedures specified in Rev. Proc. 2002-1 or its successor.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Barbara Roberts

for John E. Ricketts, Director, TE/GE
Customer Account Services

February 2022 Budget Performance Rpt

Fiscal Year to Date 02/28/22

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund	**426 - Capital Improvements Fund**									
EXPENSE										
Department	**37 - Leisure Services**									
Activity	**4105 - Leisure Services Projects**									
	Capital Outlay Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$20,000.00	($20,000.00)	+++	$213,696.70
	Activity **4105 - Leisure Services Projects** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$20,000.00	($20,000.00)	+++	$213,696.70
Activity	**4202 - Sports Facilities**									
Capital Outlay										
2103	Engineering & Consulting	.00	58,775.00	58,775.00	8,825.00	.00	16,642.99	42,132.01	28	.00
	Capital Outlay Totals	$0.00	$58,775.00	$58,775.00	$8,825.00	$0.00	$16,642.99	$42,132.01	28%	$0.00
	Activity **4202 - Sports Facilities** Totals	$0.00	$58,775.00	$58,775.00	$8,825.00	$0.00	$16,642.99	$42,132.01	28%	$0.00
	Department **37 - Leisure Services** Totals	$0.00	$58,775.00	$58,775.00	$8,825.00	$0.00	$36,642.99	$22,132.01	62%	$213,696.70
	EXPENSE TOTALS	$0.00	$58,775.00	$58,775.00	$8,825.00	$0.00	$36,642.99	$22,132.01	62%	$213,696.70
	Fund **426 - Capital Improvements Fund** Totals									
	REVENUE TOTALS	.00	58,775.00	58,775.00	.00	.00	.00	58,775.00	0%	450,000.00
	EXPENSE TOTALS	.00	58,775.00	58,775.00	8,825.00	.00	36,642.99	22,132.01	62%	213,696.70
	Fund **426 - Capital Improvements Fund** Totals	$0.00	$0.00	$0.00	($8,825.00)	$0.00	($36,642.99)	$36,642.99		$236,303.30
	Grand Totals									
	REVENUE TOTALS	4,481,604.00	404,840.00	4,886,444.00	288,823.87	.00	2,531,731.66	2,354,712.34	52%	2,000,321.41
	EXPENSE TOTALS	8,461,897.00	839,106.00	9,301,003.00	639,795.09	.00	5,731,831.78	3,569,171.22	62%	4,936,679.13
	Grand Totals	($3,980,293.00)	($434,266.00)	($4,414,559.00)	($350,971.22)	$0.00	($3,200,100.12)	($1,214,458.88)		($2,936,357.72)

TRANSFORMING GATES AND BYRNES PARKS

PRESENTED TO VAN G. MILLER FAMILY CHARITABLE TRUST
MARCH 28, 2022

CITY OF WATERLOO

Council Communication

Resolution approving the request of MDJNAD Investment, LLC, for tax exemptions on the construction of a new single family home valued at $316,427.00, for property located at 3330 Lincolnshire Drive, and located in the City Limits Urban Revitalization Area (CLURA).

City Council Meeting: 4/18/2022
Prepared: 4/6/2022

ATTACHMENTS:

Description	Type
CLURA 3330 Lincolnshire Drive Form	Backup Material
CLURA 3330 Lincolnshire Drive Map	Backup Material

SUBJECT:	Resolution approving the request of MDJNAD Investment, LLC, for tax exemptions on the construction of a new single family home valued at $316,427.00, for property located at 3330 Lincolnshire Drive, and located in the City Limits Urban Revitalization Area (CLURA).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Lincolnshire Addition Lot 10

dotloop signature verification: dtlp.us/hRTd-Nwko-hsV8

For Office Use Only
Date Received: 3-24-22
Received by: LB
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

APPLICATION FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW ONE OR TWO FAMILY DWELLINGS UNDER THE PROVISIONS OF THE CITY LIMITS URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The City Limits Urban Revitalization Area (CLURA) is a 3-year 100% property tax exemption on the actual value added for new construction one or two family dwellings (single family homes or duplex/twin homes only) that meet the following criteria:

1. Be located within the CLURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
2. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.

Please fill out the following information for your application to be submitted to the City Council. **Projects started prior to the adoption date of July 18, 2011 do not qualify.**

NAME: MDJNAD Investment, LLC
ADDRESS: 601 8th St. Huntington Beach, CA 92648
TELEPHONE: _____
SIGNATURE: Majed Dakak (dotloop verified 03/24/22 2:15 PM PDT GQXK-4ZRJ-PFLA-Z5SF)
EMAIL: majeddakak@msn.com
DATE: _____

A. What is the *Address* of the property being improved? 3330 Lincolnshire Drive

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

LINCOLNSHIRE ADDITION LOT 10

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

Single Family

C. City of Waterloo Building and Inspections Department Information:

Permit Number: WA 11322 Date permit was issued: 09/09/2021 Total permit(s) valuation: $160,625

D. What was the cost of the new construction? $316,427.00

E. Estimated or actual date of completion of this new construction? 3/24/2022

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

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as May 2, 2022 for the Reallocation of Unspent Bond Proceeds, Series 2019A, in an amount not to exceed $875,000.00, and instruct the City Clerk to publish notice.

City Council Meeting: 4/18/2022
Prepared: 4/4/2022

ATTACHMENTS:

Description	Type
Council Comm 2019A Bond Reallocation	Backup Material

SUBJECT:	Resolution setting date of public hearing as May 2, 2022 for the Reallocation of Unspent Bond Proceeds, Series 2019A, in an amount not to exceed $875,000.00, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Summary Statement:	I am requesting to modify the hearing authority to add the Shaulis Road construction to the tax-exempt bonds that were sold in the spring of 2019. This action does not increase the amount of the city's indebtedness. It allows us to use the bonds issued in 2019 instead of the bonds issued in 2020 to pay for a portion of the Shaulis Road project. Other projects are moving more slowly. By taking this step, we can spend the older bond proceeds and meet the spend-down requirements in the bond issuance documents.
Expenditure Required/Source of Funds:	Not to exceed $875,000 for the construction of Shaulis Road using tax-exempt bonds issued in 2019.

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: May 2, 2022
Prepared: April 4, 2022
Dept. Head Signature: Michelle Weidner, Chief Financial Officer

Number of Attachments: None

SUBJECT: 2019A GO Bond Use Reallocation

Submitted by: Michelle Weidner, Chief Financial Officer

Recommended City Council Action:

Reallocation of Unspent Proceeds of the General Obligation Bonds, Series 2019A in an amount not to exceed $875,000.
Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution instituting proceedings to take additional action.

Summary Statement: I am requesting to modify the hearing authority to add the Shaulis Road construction project to the tax-exempt bonds that were issued in the spring of 2019. This action does not increase the amount of indebtedness. It allows us to use the bonds issued in 2019 instead of those issued in 2020 to pay for a portion of the Shaulis Road improvements. Other bond-funded projects are moving more slowly. By taking this step, we can spend the older bond proceeds and meet the spend-down requirements in the bond issuance documents.

Expenditure Required: Not to exceed $875,000 to provide for the construction of Shaulis Road improvements.

Source of Funds: Bond funds.

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as May 2, 2022 for the Reallocation of Unspent Bond Proceeds, Series 2020A, not to exceed $875,000.00, and instruct the City Clerk to publish notice.

City Council Meeting: 4/18/2022
Prepared: 4/4/2022

ATTACHMENTS:

Description	Type
Council Comm 2020A Bond Reallocation	Backup Material

SUBJECT:	Resolution setting date of public hearing as May 2, 2022 for the Reallocation of Unspent Bond Proceeds, Series 2020A, not to exceed $875,000.00, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Summary Statement:	I am requesting to modify the hearing authority to add the Art Bloc parking improvements to the tax-exempt bonds that were sold in the spring of 2020. This action does not increase the amount of the city's indebtedness. It allows us to use the bonds issued in 2020 instead of the bonds issued in 2019 to pay for a portion of the Art Bloc parking improvements. Other projects are moving more quickly. By taking this step, we can spend the older bond proceeds and meet the spend-down requirements in the bond issuance documents.
Expenditure Required/Source of Funds:	Not to exceed $875,000 for the construction of the Art Bloc parking improvements using tax-exempt bonds issued in 2020.

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 2, 2022
Prepared: April 4, 2022
Dept. Head Signature: Michelle Weidner, Chief Financial Officer

Number of Attachments: None

SUBJECT: 2020A GO Bond Use Reallocation

Submitted by: Michelle Weidner, Chief Financial Officer

Recommended City Council Action:

Reallocation of Unspent Proceeds of the General Obligation Bonds, Series 2020A in an amount not to exceed $875,000.
Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution instituting proceedings to take additional action.

Summary Statement: I am requesting to modify the hearing authority to add the Art Bloc parking improvements to the tax-exempt bonds that were issued in the spring of 2020. This action does not increase the amount of indebtedness. It allows us to use the bonds issued in 2020 instead of those issued in 2019 to pay for a portion of the Art Bloc parking improvements. Other bond-funded projects are moving more quickly. By taking this step, we can spend the older bond proceeds and meet the spend-down requirements in the bond issuance documents.

Expenditure Required: Not to exceed $875,000 to provide for the construction of improvements.

Source of Funds: Bond funds.

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as May 2, 2022 for 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 to a approve a Development Agreement and Minimum Assessment Agreement, in the about of $250,000.00, for the development of a 6,000 square foot building, and instruct the City Clerk to publish notice.

City Council Meeting: 4/18/2022
Prepared: 4/6/2022

ATTACHMENTS:

	Description	Type
	Development Agreement	Backup Material
	Map of site	Backup Material

SUBJECT:	Resolution setting date of public hearing as May 2, 2022 for 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 to a approve a Development Agreement and Minimum Assessment Agreement, in the about of $250,000.00, for the development of a 6,000 square foot building, 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 City acquired the lots in question from the Rooff Family in 2020 and demolished the home in 2021. 3 Stooges LLC plans to construct a 6,000 square foot building to lease to small contractor businesses in the area.
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:	up to $2,500 in Closing costs/ Rath TIF
Legal Descriptions:	Lots 6, 7 and 8 in Block 56 in Anthony Baker's Addition to the Town (now City) of Waterloo, Black Hawk County, Iowa. Also, that part of vacated Bluff Street described as the Northeasterly Twenty-five feet (25') of Bluff Street adjacent to Block 56 of Anthony Baker's Addition, lying Northwesterly of a Southwesterly extension of the Southeasterly line of Lot 8 of said Block 56, and lying Southeasterly of the Southeasterly line of West 13th Street, City of Waterloo, Black Hawk County, Iowa, subject to the

retention of a utility easement over, under and upon the Northwesterly twenty feet (20') of the above described vacated Bluff Street.

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 3 Stooges, LLC ("Company"), and the City of Waterloo, Iowa ("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 Rath Urban Renewal and Redevelopment 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. **Sale of Property; Title.** Subject to the terms hereof, City shall convey to Company for the sum of $1.00 (the "Purchase Price") the real property described on Exhibit "A" attached hereto (the "Property"). 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 delivers to City reasonable and satisfactory proof of financial ability to undertake and carry on the Project (defined below), which may take the form of a lending commitment letter. Company shall have no duty to accept title to the Property until City has completed demolition activities in accordance with Section 6.A. City shall, at its own expense, prepare an updated abstract of title, or in lieu thereof Company may, at its own expense, obtain whatever form of title evidence it desires. If title is unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Company, Company may terminate this Agreement. City shall provide any title documents it has in its possession, including any abstracts, to assist in title review.

2. **Improvements by Company.** Company shall construct on the Property a commercial building of no less than 6,000 square feet, and related parking, landscaping, and other improvements to the buildings and grounds (collectively, the "Improvements"). The Improvements shall be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. Parking shall meet City's minimum requirements based on building use, occupancy, and future intended development on the Property. Company shall submit specific building designs and site plans for City review and approval before the commencement of construction. 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; 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 development incentives provided for in this Agreement, including but not limited to its commitment to convey the Property to Company, 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 November 30, 2023 (the "Project Start Date"), and construction of Improvements must be Substantially Completed within six (6) months after commencement (the "Project Completion Date"). For purposes of this Agreement, "Substantially Completed" means the date on which the Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto.

If Company has not begun construction of the Improvements before the Project Start Date, City may terminate this Agreement as set forth in Section 15, title to the Property shall revert to City, 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 15, title to the Property shall revert to City, and City shall have no further obligation hereunder.

4. **Reverter of Title; Indemnity.** In the event of any reverter of title, Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to a special warranty deed, or take such other actions as the City may reasonably request to effectuate said reverter and to deliver to City title to the Property that is free and clear of any lien, claim, charge, security interest, mortgage or encumbrance (collectively, "Liens") arising by or through Company. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the Property. ***Appointment of Attorney in Fact:*** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within thirty (30) days after written demand by City, then City shall be authorized to execute, on Company's behalf and as its attorney-in-fact, the special warranty deed required by this Section, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact.

Company further agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, cost, expense, liability or injury made, suffered, or incurred as a result of or in connection with the Project, or Company's failure to carry on or complete same, or any Lien or Liens on or against the Property of any type or nature whatsoever that attaches to the Property by virtue of Company's ownership of same. If City files suit to enforce the terms of this Agreement and prevails in such suit, then Company shall be liable for all legal expenses, including but not limited to reasonable attorneys' fees, incurred by City. Company's duties of indemnity pursuant to this Section shall survive the expiration, termination or cancellation of this Agreement for any reason.

5. **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.

6. **Additional City Assistance.** The incentives described in the following subsections of this Section 6 are in addition to the other Project incentives extended by City to Company hereunder.

A. Demolition. City has demolished all structures on the Property, removed trees and stumps, and removed all debris, leaving a relatively level and construction-ready site.

B. 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, provided that Company meets all requirements to qualify for such exemption.

7. **Minimum Assessment Agreement.** Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other lawful charges whatsoever levied upon or assessed or placed against the Property. 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 assessed valuation for the Property as improved pursuant to this Agreement, which shall be fixed for assessment purposes, below the aggregate amount of $250,000.00 ("Minimum Actual Value"), through:

(i) willful destruction of the Property (other than any demolition that may be authorized herein), Improvements, or any part of either;

(ii) a request to the assessor of Black Hawk County; or

(iii) any proceedings, whether administrative, legal, or equitable, with any administrative body or court within the City, Black Hawk County, the State of Iowa, or the federal government.

Company agrees to sign and deliver the MAA to City concurrently with execution and delivery of this Agreement.

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. Company agrees during construction of the Improvements and thereafter until the MAA termination date to maintain, as applicable, builder's risk, property damage, and liability insurance coverages with respect to the Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure, and shall provide evidence of such coverages to the City upon request.

B. Until Substantial Completion of the Improvements, Company shall make such reports to City, in such detail and at such times as may be reasonably requested by City, as to the actual progress of Company with respect to construction of the Improvements.

C. 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.

D. 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.

E. 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.

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 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.

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 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.

15. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may terminate this Agreement. Before exercising such remedy, City shall give 30 days' written notice to Company of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 30 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Upon termination, City may exercise any and all remedies available at law, equity, contract or otherwise for recovery of any sums paid by City to Company before the date of termination or to recover ownership of the Property as set forth in this Agreement.

B. Default by City. Whenever any Event of Default in respect of Company occurs and is continuing, Company may take such action against City to require it to specifically perform its obligations hereunder. Before exercising such remedy, Company shall give 30 days' written notice to City of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within

30 days and City shall not have provided assurances reasonably satisfactory to the Company that the Event of Default will be cured as soon as reasonably possible.

C. Remedies under this Agreement shall be cumulative and in addition to any other right or remedy given under this Agreement or existing at law or in equity or by statute. Waiver as to any particular default, or delay or omission in exercising any right or power accruing upon any default, shall not be construed as a waiver of any other or any subsequent default and shall not impair any such right or power.

16. **Obligations Contingent.** Each and every obligation of City under this Agreement is expressly made subject to and contingent upon City's completion of all procedures, hearings and approvals deemed necessary by City or its legal counsel for amendment of the urban renewal plan applicable to the Property and/or project area, all of which must be completed within 180 days from the date this Agreement is approved by the City council. If such completion does not occur, then any conveyance, benefit or incentive of any type provided by City hereunder within said 180-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same, or failing such restoration Company agrees to be liable for same or for the fair value thereof, plus interest on any sums owing at the rate of 10% per annum commencing with the date of demand for payment, if said payment is not remitted to City within 30 days.

17. **Materiality of Company's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of 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.

18. **Performance by City.** Company acknowledges and agrees that all of the obligations of City under this Agreement shall be subject to, and performed by City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with City's lawful authority. All covenants, stipulations, promises, agreements and obligations of City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any governing body member, officer, employee or agent of City in the individual capacity of such person.

19. **No Third-Party Beneficiaries.** No rights or privileges of any party hereto shall inure to the benefit of any contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, subcontractor, material supplier, or other person or entity shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

20. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, fax number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, at 3510 Kimball Avenue, Suite H, Waterloo, Iowa 50702, Attention: Anthony Fischels.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, (iii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful. A party may change the address for giving notice by any method set forth in this Section.

21. **No Joint Venture.** Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the City and Company nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

22. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

23. **Severability; Reformation.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this

Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

24. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

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

26. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

27. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

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

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

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

3 STOOGES, LLC

By: _____
Anthony Fischels
Managing Member

PERSONAL GUARANTY. The undersigned person(s), being either an owner, officer, shareholder, member and/or manager of Company, hereby agree for themselves and their heirs, personal representatives, and assigns, to unconditionally guarantee to City, its successors and assigns, the full and prompt performance by Company, its successors and assigns, of all promises and covenants on the part of Company to be performed pursuant to the foregoing Agreement, including but not limited to the duties of indemnity set forth therein, if any. Liability of guarantors hereunder is joint and several.

_____
Anthony Fischels

EXHIBIT “A”

Legal Description of Property:

Lots 6, 7 and 8 in Block 56 in Anthony Baker’s Addition to the Town (now City) of Waterloo, Black Hawk County, Iowa. Also, that part of vacated Bluff Street described as the Northeasterly Twenty-five feet (25’) of Bluff Street adjacent to Block 56 of Anthony Baker’s Addition, lying Northwesterly of a Southwesterly extension of the Southeasterly line of Lot 8 of said Block 56, and lying Southeasterly of the Southeasterly line of West 13th Street, City of Waterloo, Black Hawk County, Iowa, subject to the retention of a utility easement over, under and upon the Northwesterly twenty feet (20’) of the above described vacated Bluff Street.

EXHIBIT “B”

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the “Agreement”) is entered into as of _____, 2022, by and among the CITY OF WATERLOO, IOWA (“City”), 3 Stooges, LLC (“Company”), and the COUNTY ASSESSOR of the City of Waterloo, Iowa (“Assessor”).

WITNESSETH:

WHEREAS, on or before the date hereof the City and Company have entered into a development agreement (the “Development Agreement”) regarding certain real property, described in Exhibit “A” thereto, located in the City; and

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Company will undertake the development of an area (“Project”) within the City and within the Rath Urban Renewal and Redevelopment Plan Area; and

WHEREAS, pursuant to Iowa Code § 403.6, as amended, the City and the Company desire to establish a minimum actual value for the land and the building(s) pursuant to this Agreement and applicable only to the Project, which shall be effective upon substantial completion of the Project and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum actual value of the land and buildings as to the Project only; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the improvements (the “Improvements”) which the parties contemplate will be erected as a part of the Project.

NOW, THEREFORE, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Improvements by the Company, the minimum actual value which shall be fixed for assessment purposes for the land and Improvements to be constructed thereon by the Company as a part of the Project shall not be less than $250,000.00 ("Minimum Actual Value") until termination of this Agreement. The parties hereto agree that construction of the Improvements will be substantially completed before May 31, 2024. If they are 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, 2030. Nothing herein shall be deemed to waive the Company’s s 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

3 Stooges, LLC

By: _____
Anthony Fischels
Managing Member

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared Quentin M. Hart and Kelley Felchle, to me personally known, who being duly sworn, did say that they are the Mayor and City

Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

_____
Notary Public

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on _____, 2022, by Anthony Fischels as Managing Member of 3 Stooges, LLC.

_____
Notary Public

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the improvements to be constructed and the market value assigned to the land upon which the improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property subject to the development, upon completion of improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual value assigned to such land and building upon completion of the development shall not be less than Two Hundred Thousand Dollars ($250,000.00) in the aggregate, until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

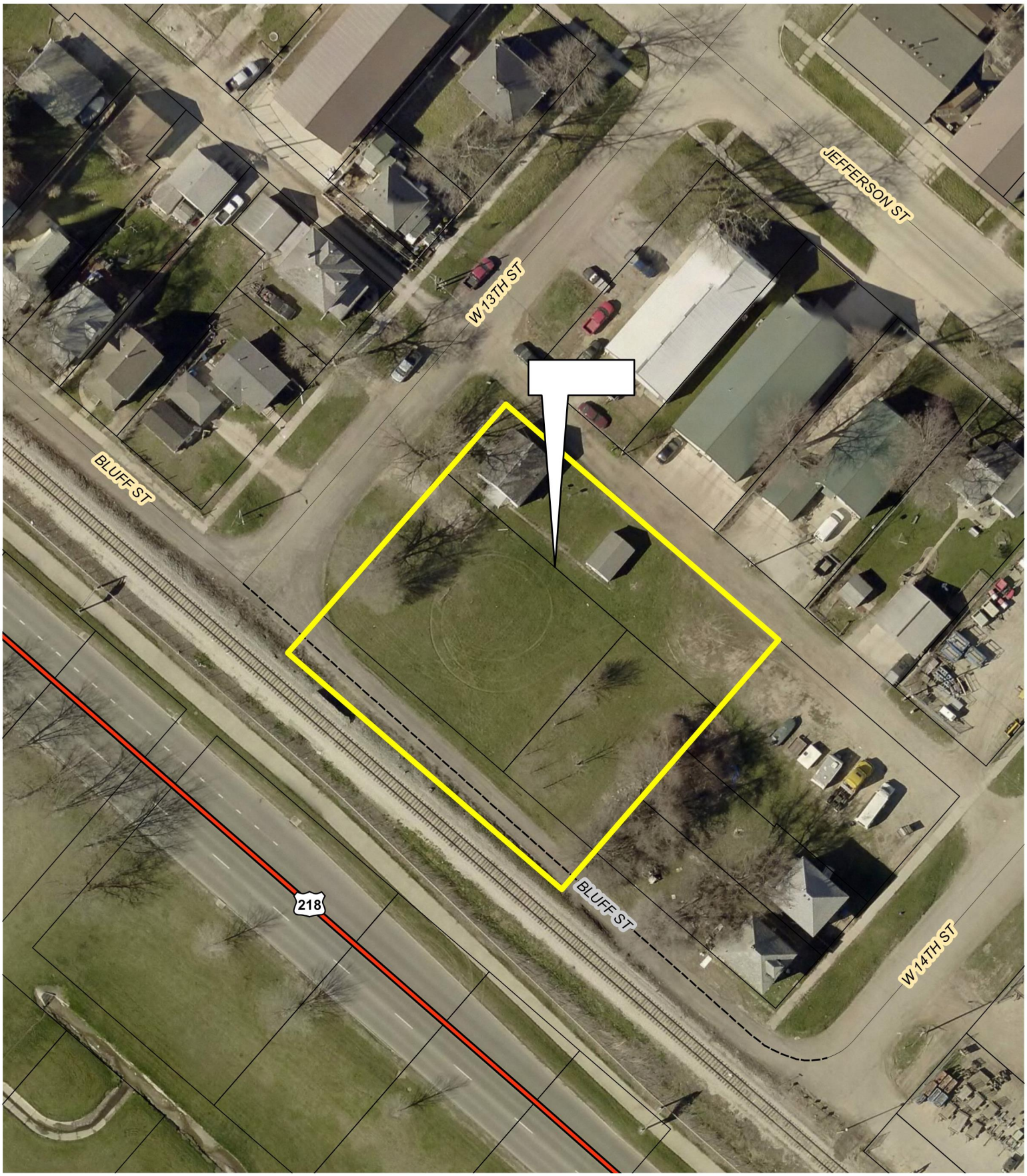
_____
Assessor for Black Hawk County, Iowa

_____
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



City of Waterloo, Iowa

N
W E
S

CITY OF WATERLOO

Council Communication

Resolution approving preliminary specifications, bid documents, etc., setting date of bid opening as April 28, 2022 and date of public hearing as May 2, 2022, in conjunction with the purchase of one (1) John Deere 6120M Tractor with 22-foot Cradle Mount Mower, and instruct City Clerk to publish said notice.

City Council Meeting: 4/18/2022
Prepared: 4/6/2022

ATTACHMENTS:

Description	Type
Bid Documents	Backup Material

SUBJECT:	Resolution approving preliminary specifications, bid documents, etc., setting date of bid opening as April 28, 2022 and date of public hearing as May 2, 2022, in conjunction with the purchase of one (1) John Deere 6120M Tractor with 22-foot Cradle Mount Mower, and instruct City Clerk to publish said notice.
Submitted by:	Submitted By: JB Bolger, Assistant Park Superintendent
Recommended Action:	Approve the plans, specifications, etc. and taking of bids, and set the date of bid opening as April 28, 2022 and the public hearing as May 2, 2022.
Summary Statement:	This transaction will replace a 1992 John Deere 2955 Tractor with the same style mower attached to it. This unit is used to mow roadsides, ditches, creek banks, raised retaining walls, and other challenging environments often with steep slopes involved. Operator safety will be improved because this unit will have an enclosed cab with impact resistant windows where the old unit is an open operators station an staff can be hit with flying debris.
Expenditure Required/Source of Funds:	Estimated cost $188,000 after trade value is applied. Funding is CIP Bond Funds.

CITY OF WATERLOO
LEISURE SERVICES
1101 CAMPBELL AVE
WATERLOO IA 50701

GENERAL INSTRUCTIONS, REQUIREMENTS AND SPECIFICATIONS

ONE (1) NEW JOHN DEERE 6120M TRACTOR WITH 22 FOOT CRADLE MOUNT MOWER

BID REQUEST

Bid documents for One (1) New John Deere 6120M Tractor with 22 Foot Cradle Mount Mower

INSTRUCTIONS TO BIDDERS

BID DEADLINE DATE: 1:00pm Thursday April 28, 2022.

The City of Waterloo, Iowa, is seeking competitive bids on the purchase of one (1) John Deere 6120M Tractor with 22 Foot Cradle Mower as described in the enclosed specifications.

All bids are to be submitted to the City Hall Clerk's Office located at 715 Mulberry Street, Waterloo, Iowa, 50703, in a sealed envelope. When submitting bid, please note on the lower, left-hand corner of envelope:

- **JOHN DEERE 6120M with 22' CRADLE MOWER**

All bids must meet or exceed the Specifications provided. Bids that do not meet or exceed the Specifications will be rejected.

All bid prices are recognized by the City and the Bidder to be valid irrevocably for a minimum of sixty (60) days from the calendar date of the Bid Opening.

Standard procedure dictates that the City of Waterloo will accept the lowest responsive, responsible bid. However, the Bidder understands that the City reserves the right to reject any bid that is either considered not to be responsive or not most advantageous to the City. The City will normally award the purchase contract to the responsible Bidder who meets or exceeds the minimum specifications provided.

The City of Waterloo, Iowa, reserves the right to accept or reject any and all bids.

If applicable, the Bidder guarantees that Title conveyed for the goods shall be delivered free from security interest or other lien or encumbrance.

The Bid Price given shall be the complete price for unit or units meeting specifications provided. This price shall include all discounts, freight and/or transportation costs necessary to supply the vehicles in accordance with the Specifications and to the final destination at 1101 Campbell Avenue, Waterloo, Iowa.

INSTRUCTIONS TO BIDDERS
PAGE TWO

Certain units may have special warranty provisions, maintenance provisions, or buy-back guarantees. These will be listed in the individual specifications. The Bidder is cautioned to review these carefully and complete the bid proposal accordingly.

Specific questions may be addressed to: JB Bolger Assistant Park Superintendent, Waterloo Leisure Services, 1101 Campbell Avenue, Waterloo, Iowa 50701,
(319) 291-4370.

The Bidder must have and maintain inventory of repair parts as well as have experienced service personnel for this equipment. The Bidder shall certify by the act of signing and submitting his/her bid that all items and service delivered hereunder shall comply with the Federal Occupation Safety and Health Act of 1960 as amended and applicable.

BID DEADLINE: Bids will be received until 1:00pm, local time on Thursday April 28th, 2022 in the City Clerk's Office at City Hall. Bids will be opened 1:30pm on Thursday April 28th, 2022 in the first floor conference room at City Hall.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND/OR ALL BIDS.

SPECIFICATIONS

ONE (1) NEW JOHN DEERE 6120M TRACTOR WITH 22 FOOT CRADLE MOWER

The undersigned hereby proposes to furnish the following equipment f.o.b. Waterloo, IA, ready for immediate use with all necessary parts and accessories needed for its operation as specified below. Dealer must list any deviation from specifications given.

NEW JOHN DEERE 6120M CAB TRACTOR WITH 22 FOOT CRADLE MOWER

Required Items:

JOHN DEERE SPECS:

CODE:	DESCRIPTION:
4297L	6120M Cab Tractor
183A	Less JD Link
185A	Less Subscription
0202	United States
0409	English
0501	No Package
874B	Alternator 14V/210 A
1436	PowrQuad PLUS 24F/24R- 40km/h
1757	ISOBUS Ready/ GreenStar Ready
1950	Less Application
2084	6M Cab- Economy Cab with RH Console
2142	Standard Seat
2511	Mirrors – Manual Telescopic
2664	Premium Radio
3223	Hydraulic Pump- 114 l/min
3320	2 Mechanical SCVs (2 SCV's 450 Series)
3820	Rear PTO- 540/1000 rpm
4121	Draft Links with Telescopic Ball End- Category 3N/ Category 3
4212	Center Link with Hook End- Category 3/2
4410	Sway Control Blocks
5040	R&P Rear Axle 79 mm (3.11 in.) x 2550 mm (100.4 in.)
5091	Cast Wheels (Cast Disk)
5222	Rear Wheels Size 480/70R38
5901	Rear and Front Tire Brand- Firestone
6045	4WD Front Axle- Unsuspended
6092	Adjustable Steel Wheels
6221	Front Wheel Size 420/70R24
7702	Shipment Preparation- by Ship Overseas
8263	Additional Storage Compartment- Left- Hand Side
8301	Cold Start Package II
8307	Fuel Tank Bottom Guard
8385	Heavy Duty Rear PTO
8437	Drawbar Flat Version

8607	AutoDifflock
8747	Battery 12 V/174 AH
8763	Heavy Duty Rear Wheel Brakes
1801	No AutoTrac Package
1880	Less Receiver
1900	Less Display

RIGHT HAND DUAL WHEEL, TIRE, ATTACHING HUB and HARDWARE

TWO YEAR, 2,000 HOUR COMPREHENSIVE WARRANTY

PAPER COPY PARTS, TECH, and OPERATORS MANUALS

OPERATIONAL/ SAFETY DVD

MOWER ATTACHMENT SPECS:

DIAMOND MOWER
DBM-C-N 63
22 FOOT REACH
REAR CRADLE BOOM
FOUR FUNCTION IBC
63” GRASS FLAIL
ONE YEAR COMPREHENSIVE WARRANTY
PAPER PARTS, TECH, and OPERATORS MANUAL

Delivering dealer shall provide on-site operational tutorial to Leisure Services Staff at the time of delivery.

OPTIONAL TRADE UNIT

- 1992 Model Year John Deere 2955 with 60” Side Mount Flail Mower
- TRACTOR SERIAL # APL35012944170
- 5,427 Hours (4/6/22)
- Diamond Mower Serial # 4351
- Available for viewing at Waterloo Leisure Services Office 1101 Campbell Ave. Waterloo, Iowa, 50701.

CITY OF WATERLOO
BID FORM

ONE (1) NEW JOHN DEERE 6120M TRACTOR w/ 22 FOOT CRADLE MOUNT MOWER

Our bid for one (1) new John Deere 6120M Tractor with 22 Foot Cradle Mount Mower meeting the specifications as previously stated in these bid documents, delivered F.O.B. to Leisure Services, 1101 Campbell Avenue, Waterloo, Iowa, ready for use by the City of Waterloo:

_____ $_____

Optional Trade Value on John Deere 2955

_____ $_____

If awarded the contract, we agree to deliver the above listed equipment to the City of Waterloo by September 30, 2022. Failure to deliver to the City of Waterloo on or before the designated date shall result in a penalty at a daily rate of $50.00 per working day until delivery is made.

We understand that this quotation will be reviewed by the Leisure Services Assistant Park Superintendent and the Waterloo City Council for the purpose of securing the equipment at the most favorable cost. Life Cycle Analysis will be used when appropriate. Factors such as service location and availability, warranty, maintenance records and vendor's past performance records will be considered where applicable.

Bidder_____
Company Name

_____
Address

_____
City State Zip Code

Contact Person_____

Signature _____ Date_____

Phone _____ Fax _____

CITY OF WATERLOO

Council Communication

Resolution approving the Home Investment Partnership Program Consortium Cooperation Agreement with the City of Cedar Falls, Iowa, for the period of October 1, 2022 to September 30, 2025, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 4/18/2022
Prepared: 3/31/2022

ATTACHMENTS:

	Description	Type
🗋	Signed Consortium Agreement	Backup Material

SUBJECT:	Resolution approving the Home Investment Partnership Program Consortium Cooperation Agreement with the City of Cedar Falls, Iowa, for the period of October 1, 2022 to September 30, 2025, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Rudy D. Jones, Community Development Director
Recommended Action:	approval and execution of said agreement by the Mayor
Summary Statement:	The cities of Waterloo and Cedar Falls will continue their consortium partnership from October 1, 2022 to September 30, 2025.

HOME INVESTMENT PARTNERSHIP PROGRAM
CONSORTIUM COOPERATION AGREEMENT
FEDERAL FISCAL YEARS 2022, 2023 AND 2024
(October 1, 2022 to September 30, 2025)

City Program Years
(July 1, 2022 to June 30, 2025)

THIS CONSORTIUM COOPERATION AGREEMENT is entered into by and between the City of Cedar Falls, a Municipal Corporation in Black Hawk County, Iowa (sometimes hereinafter referred to as the "City") and the City of Waterloo, a Municipal Corporation in Black Hawk County, Iowa (hereinafter referred to as the "Lead Entity") for the purpose of continuing a HOME Consortium pursuant to the HOME Investment Partnerships Act (hereinafter referred to as the "HOME Program"); Title II of the Cranston-Gonzales National Affordable Housing Act, as amended (42 U.S.C. 12701 *et seq.*) (hereinafter referred to as the "Act").

WHEREAS, Section 216(2) of the Act provides that a consortium of geographically contiguous units of general local government is considered a unit of general local government for purposes of the Home Investment Partnerships Program if the Secretary of the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") determines that the consortium has sufficient authority and administrative capability to carry out the purposes of the Act on behalf of its member jurisdictions and will direct its activities to the alleviation of housing problems within States; and,

WHEREAS, in accordance with Section 217(b)(3) of the Act, HUD will include, as jurisdictions eligible to receive allocations of HOME funds by formula, approved consortia of units of general local government; and,

WHEREAS, the City of Cedar Falls, Iowa, and the City of Waterloo, Iowa, desire to enter into a HOME Program Consortium Agreement for the purpose of expanding the supply of decent, safe, sanitary and affordable housing for low and moderate-income residents.

NOW, THEREFORE, in consideration of these mutual covenants, the City of Cedar Falls, Iowa, and the City of Waterloo, Iowa do hereby agree as follows:

SECTION 1. DEFINITIONS-ABBREVIATIONS

1.1 "City" shall mean - the City of Cedar Falls, an Iowa Municipal Corporation.

1.2 "Lead Entity" shall mean - the City of Waterloo, an Iowa Municipal Corporation.

1.3 "HUD" shall mean - the U.S. Department of Housing and Urban Development.

1.4 "Act" shall mean - the Cranston-Gonzales National Affordable Housing Act, as amended

(42 U.S.C. 12701 *et seq.*).

1.5 "HOME Program" shall mean - the program conducted under the provision of the Cranston-Gonzales National Affordable Housing Act, Title II, Subtitle A - HOME Investment Partnerships Program (P.L. 101-625) and the Code of Federal Regulations (24 CFR Part 92).

1.6 "HOME Funds" shall mean - HOME Program Entitlement Grant Funds awarded by the Secretary of HUD to the Consortium in accordance with the allocation formula prescribed by HUD.

1.7 "Consortium" or "HOME Consortium" shall mean - a consortium of geographically contiguous units of general local government, which HUD treats as a single unit of local government under the HOME Program, formed for the purpose of furthering the objectives of the HOME Program. Under this Agreement, the cities of Cedar Falls and Waterloo comprise the HOME Consortium.

1.8 "Housing Unit or Units" shall mean - decent, safe, sanitary and affordable housing developed or assisted with HOME Funds pursuant to this Agreement.

1.9 "Qualification Period" shall mean - the Federal Fiscal Years for which the HOME Consortium is to qualify to receive allocations as a participating jurisdiction in the HOME Program.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

2.1 Pursuant to this Agreement, the City and the Lead Entity agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME Program.

2.2 The Lead Entity shall act in a representative capacity for all member units of general local government, or the Consortium members, for the purposes of the HOME Program.

2.3 The Lead Entity shall assume overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning a Consolidated Submission of Community Planning and Development Programs ("Consolidated Plan") in accordance with HUD regulation in 24 CFR Parts 91 and 92.

2.3.1 This Agreement does not contain a provision for veto or other restriction that would allow any member unit of local government to obstruct the implementation of the Consortium's approved Consolidated Plan.

2.3.2 The 5- Year Consolidated Plan document shall be prepared by Lead Entity in collaboration with staff from City. If a consulting firm is hired to prepare said document, Lead Entity and City will come to a mutually acceptable agreement to split the cost of the consulting firm.

2.3.3 Lead Entity and City agree that necessary adjustments to the Consolidated Plan development process will be made when necessary as required by the United States Department of Housing and Urban Development, including, but not limited to, any Consolidated Plan process.

2.3.4 The Lead Entity shall initiate the 5-Year Consolidated Plan and Annual Action Plans in IDIS for Lead Entity and City, and submit to HUD on IDIS. Annual reporting (CAPER) will be completed by each entity separately in IDIS.

2.4 The Lead Entity and/or City if necessary, shall secure from the State of Iowa a written certification that the Consortium will direct its activities to the alleviation of housing problems within the State of Iowa.

2.5 The Lead Entity shall submit to HUD the required HOME Consortia qualification documents including required certifications and a fully executed Consortium Cooperation Agreement.

2.6 The Lead Entity and the City shall act affirmatively to further fair housing by:

2.6.1 Employing affirmative marketing procedures in the advertising and marketing of Housing Units, and

2.6.2 Conforming to the non-discrimination provisions hereinafter set forth.

2.7 Lead Entity, after approval by City, is hereby authorized to amend this Consortium Agreement, on behalf of the Consortium, for the purpose of adding new members to the Consortium.

2.7.1 Should it become necessary to change the language of this Agreement to meet HUD approval, without making major changes and without altering the intent of the Agreement, such changes may be made administratively with written consent of the Consortium staff.

2.7.2 This Agreement may be amended for purposes other than those described in 2.7 and 2.7.1 above by written Agreement of the Lead Entity and City.

2.8 Lead Entity and City each shall be solely responsible for such individual financial and/or legal responsibilities which may arise from participation as a member of this Consortium.

2.9 Lead Entity and City each shall be solely responsible for the administration of their respective HOME Programs including:

2.9.1 The development of Housing Units within their respective jurisdictions, and the use of any public or private funds or loans, or other means of financial assistance.

2.9.2 Additionally, any real or personal property acquired pursuant to this Agreement shall be acquired and maintained in the name of the individual Consortium member performing the acquisition.

2.9.3 Members will abide by their own local codes and standards but acknowledge that in federally funded projects, they are subject to the regulations for addressing lead-paint hazards.

2.10 Match obligations will be met for City by using carryover match funds reported by Lead Entity and reported at the end of the fiscal year. If City completes a project with contributing match it may be reported to the Lead Entity during the request for reimbursement.

2.11 Program Income generated by Lead Entity or City with HOME funds will be accounted for in IDIS reporting and used for eligible activities by each agency separately.

2.12 It is the City's responsibility to assure compliance with all HOME requirements during project implementation and the affordability period. The Lead Entity has the right to monitor projects compliance. City will submit to Lead Entity the Environmental Review (ER) for each HOME project, and Lead Entity will approve the ER, before said project begins by City.

2.13 City and Lead Entity will follow the regulations of the HOME Final Rule of 2013.

SECTION 3. PROVISIONS OF THE AGREEMENT

3.1 Lead Entity and City agree that the Consortium start date shall be July 1, 2022, and that they, and any new members added to this Consortium, pursuant to Section 2.7 above, shall establish July 1 through June 30 as their respective fiscal year for the following Federal programs: 1) the Community Development Block Grant under Title I of the Housing and Community Development Act of 1974, as amended (PL 93-383), 2) the Home Investment Partnership Program under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, (PL 101-625), 3) the Emergency Shelter Grant Program under Subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act of 1988, as amended (PL 100-628), and 4) the Housing Opportunities for Persons With Aids Program under Title II of the Cranston-Gonzalez National Affordable Housing Act, as Amended, (PL 101-625), as applicable.

3.2 Though this Agreement may be amended, no Consortium member, including any new member added pursuant to Section 2.7 above, may withdraw from this Agreement while it remains in effect. A member desiring to terminate the Agreement and its participation

in the Waterloo HOME Consortium may do so by giving no less than 6 months prior written notice. The notice must be sent to the Lead Entity at the addresses appearing on the signature page and the notice must specify the effective date of the termination. The Agreement will terminate on the effective date specified in the notice.

3.3 For the Lead Entity and City, this Agreement is made and entered into pursuant to:

3.3.1 Iowa Code, Chapter 364 (2015), entitled "Powers and Duties of Cities".

3.4 The parties to this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of Federal or other laws or local ordinances because of race, color, handicap, familial status, sex, age, political or religious opinions, affiliations or national origin.

SECTION 4. DISTRIBUTION OF HOME FUNDS

4.1 Lead Entity shall be the recipient of each annual allocation of HOME Funds awarded to the Consortium by HUD and shall secure such funds in a manner prescribed by HUD.

4.2 For each annual allocation of HOME Funds, funds will be disbursed as follows:

4.2.1 10% of the entire annual HOME allocation will go to Lead Entity for allowable administration/planning costs of the HOME Program.

4.2.2 The annual HOME allocation will be allocated 72% to Lead Entity and 28% to City unless an alternate mutually agreeable allocation formula is approved by Lead Entity and City. Formula breakdown is based on HUD FY18 HOME Consortium Share Report.

4.2.3 15% of each annual HOME allocation after 72/28 split goes to local Community Housing Development Organization(s) (CHDO). The CHDO may use each allocation in the corresponding jurisdiction. If the CHDO is unable to use the City's allocation in City's jurisdiction it may be used in the Lead Entity's jurisdiction. The Lead Entity will oversee the CHDO requirements. Please see Appendix A for a sample breakdown of funding.

4.2.4 The allocation formula listed in 4.2.2 will be revised should additional members be added to the HOME Consortium. The revised allocation formula must be approved by Lead Entity and City before any additional members may be added.

4.2.5 City may not expend HOME Funds for any administrative or planning expenses.

4.2.6 HOME Funds shall be allocated to City through correspondence when Lead Entity receives Authority to Use Grant Funds from HUD.

4.3 Some members existing programs may need to be modified if carried out with HOME funds, but the Consortium Activities do not impact CDBG-funded programs.

SECTION 5. TERM OF THE AGREEMENT/QUALIFICATION PERIOD

5.1 This Agreement shall be in full force and effect for a period of three years beginning on October 1, 2022, and ending September 30, 2025, said period comprising the Qualification Period, or until such time the HOME Funds are closed out as specified in Section 5.3, below. City program years are July 1, 2022 to June 30, 2025.

By the date specified in HUD's consortia designation notices, the consortium lead entity will notify each participating unit of general local government in writing of its right not to participate for the successive three-year qualification periods.

The consortium will adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in a Consortia Qualification Notice applicable for a subsequent three-year consortia qualification period, and to submit the amendment to HUD as specified in the Consortia Qualification Notice for that period, and that failure to comply will void the automatic renewal of the consortia agreement.

5.2 The Federal fiscal years of this Agreement shall include FY 2022, 2023, and 2024.

5.3 Notwithstanding the above, this Agreement shall remain in effect until the HOME Funds from each of the Federal Fiscal Years of the Qualification Period are closed out pursuant to 24 CFR 92.507.

SECTION 6. AUTHORIZED REPRESENTATIVES

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process, during the term of this Agreement, and for the period of any applicable statute of limitations thereafter, the following named individuals or their successors shall be authorized representatives of the parties:

(1) Quentin Hart, Mayor
City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703

(2) Robert M. Green, Mayor
City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

With copies to:

(3) Rudy D. Jones
Community Development Director
620 Mulberry Street
Waterloo, Iowa 50703

and

(4) Stephanie Sheetz
Director of Community Development
220 Clay Street
Cedar Falls, Iowa 50613

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below.

ATTEST:

Kelley Fletcher
City Clerk
City of Waterloo, Iowa

3-30-2022
Date

CITY OF WATERLOO:

Quentin Hart
Quentin Hart, Mayor
City of Waterloo, Iowa

3-30-2022
Date

ATTEST:

Jacqueline Danielson
City Clerk
City of Cedar Falls, Iowa

3/22/2022
Date

CITY OF CEDAR FALLS

Robert M. Green, Mayor
City of Cedar Falls, Iowa

3/22/2022
Date

Appendix A

Sample
Annual HOME Allocation $453,196.00

Waterloo Allocation 72%

Cedar Falls Allocation 28%

Administration Fee Calculation

$453,196.00		$453,196.00	
X .72	Allocation %	X .28	Allocation %
$326,301.00		$126,895.00	
X .10	minus 10% Admin to Lead Entity	X .10	minus 10% Admin to Lead Entity
$32,630.00		$12,689.00	

	$32,630.00
	$12,689.00
Total Admin to Lead Entity =	$45,319.00

CHDO Allocation Calculation

$453,196.00		$453,196.00	
X .72	Allocation %	X .28	Allocation %
$326,301.00		$126,895.00	
X .15	Min. CHDO Allocation	X .15	Min. CHDO Allocation
$48,945.00		$19,034.00	

	$48,945.00	- Must be used in Lead Entity's jurisdiction
	$19,034.00	- May be used in City's jurisdiction. If no project is feasible funds may be
Total CHDO allocation =	$67,979.00	used in Lead Entity's jurisdiction.

Net Allocations

$326,301.00	72% Allocation	$126,895.00	28% Allocation
- $32,630.00	Admin	- $12,689.00	Admin
- $48,945.00	CHDO	- $19,034.00	CHDO
$244,726.00		**$95,172.00**	
Lead Entity		City	

CITY OF WATERLOO

Council Communication

Resolution authorizing an exception to the City of Waterloo's Purchasing Procedure Policy to approve the purchase of four (4) Spreader Stands ,for the 14-foot Henderson V-Box Spreaders, in the amount of $41,844.00, and fifteen (15) Spreader Stands for 10-foot Henderson FSH V-Box Spreaders, in the amount of $113.880.00, from Henderson Products, Inc. of Manchester, Iowa.

City Council Meeting: 4/18/2022
Prepared: 4/6/2022

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 four (4) Spreader Stands ,for the 14-foot Henderson V-Box Spreaders, in the amount of $41,844.00, and fifteen (15) Spreader Stands for 10-foot Henderson FSH V-Box Spreaders, in the amount of $113.880.00, from Henderson Products, Inc. of Manchester, Iowa.
Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager
Recommended Action:	Approve Resolution
Summary Statement:	These spreader stands are vendor specific. The box spreaders currently are hanging by chains - this is a safety issue.

Expenditure Required/Source of Funds: Total - $155,724.00 - Road Use Tax Fund

HENDERSON
PRODUCTS, INC.

1085 SOUTH THIRD STREET
MANCHESTER, IA 52057-0040
PHONE: 563-927-2828
FAX: 563-927-6328

CUSTOMER QUOTE

Quote #159546
Rev #6

To: CITY OF WATERLOO - IA
Attn: RICH / MATT
Quote Date: 3/1/2022
Valid Until: 3/31/2022
Sourcewell Contract# 080818-HPI
Sourcewell #: 2491
Quoted:
CITY OF WATERLOO - SPREADER STAND FOR 10' HENDERSON FSH V-BOX SPREADER

Quoted By: Ken Pasker
Phone: 563-927-2828
Cell:
Fax: 563-927-2521
Email: kpaskerjr@hendersonproducts.com

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

Spreader Stand

Product: **Stand For FSH**
Stand Type: **HD (Tube) Stand**
Spreader Length: **10 Ft Spreader**
Material: **Mild Construction**
Legs: **Heavy Duty Legs**
Paint: **Paint Black**
Install: **Stand Shipped Loose**
Option 1 Description: **PART NUMBER 150892.201 ILO PICKED**
Option 2 Description: **STAINLESS STEEL SPREADER STAND WITH SLANTED LEGS**
Option 3 Description: **FOR USE WITH HENDERSON 10ft. FSH V-BOX SPREADER WITH PWS TAN**

Installation Workup

Facility: **CASH AND CARRY**
C&C Facility: **IDC-IA**
Chassis Delivery To Henderson: **Truck Dealer/Customer Delivers**
Completed Truck Delivery Method: **Henderson Delivers (100 miles or less)**
Chassis Make: **Unknown**

Total configured price: $8,436.00
Sourcewell package discount: 10% plus freight
Discounted single package price: $7,592.00
Package(s) : 1
Total: $7,592.00

AMERICAN PUBLIC WORKS ASSOCIATION APWA Your Comprehensive Public Works Resource
MEMBER VERIFICATION PROGRAM NTEA MVP The Association for The Work Truck Industry VERIFIED MEMBER
Sourcewell Awarded Contract

HENDERSON
PRODUCTS, INC.
1085 SOUTH THIRD STREET
MANCHESTER, IA 52057-0040
PHONE: 563-927-2828
FAX: 563-927-6328

CUSTOMER QUOTE

Quote #159545
Rev #5

To: CITY OF WATERLOO - IA
Attn: RICH / MATT
Quote Date: 3/1/2022
Valid Until: 3/31/2022
Sourcewell Contract# 080818-HPI
Sourcewell #: 2491
Quoted:
CITY OF WATERLOO - SPREADER STANDS FOR 14' HENDERSON V-BOX SPREADER

Quoted By: Ken Pasker
Phone: 563-927-2828
Cell:
Fax: 563-927-2521
Email: kpaskerjr@hendersonproducts.com

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

Spreader Stand

Product: **Stand For FSH**
Stand Type: **HD (Tube) Stand**
Spreader Length: **14 Ft Spreader**
Material: **Mild Construction**
Legs: **Heavy Duty Legs**
Paint: **Paint Black**
Install: **Stand Shipped Loose**
Option 1 Description: **PART NUMBER 171519.201 ILO PICKED**
Option 2 Description: **STAINLESS STEEL SPREADER STAND WITH SLANTED LEGS**
Option 3 Description: **FOR USE WITH HENDERSON 14ft. FSH V-BOX SPREADER WITH PWS TAN**

Installation Workup

Facility: **CASH AND CARRY**
C&C Facility: **IDC-IA**
Chassis Delivery To Henderson: **Truck Dealer/Customer Delivers**
Completed Truck Delivery Method: **Henderson Delivers (100 miles or less)**
Chassis Make: **Unknown**

Total configured price: $11,623.00
Sourcewell package discount: 10% plus freight
Discounted single package price: $10,461.00
Package(s) : 1
Total: $10,461.00

AMERICAN PUBLIC WORKS ASSOCIATION APWA Your Comprehensive Public Works Resource
MEMBER VERIFICATION PROGRAM MVP NTEA The Association for the Work Truck Industry VERIFIED MEMBER
Sourcewell Awarded Contract

CITY OF WATERLOO

Council Communication

Resolution approving a change of location to Upper Iowa University Waterloo Campus, 3563 University Ave, for a council meeting to be held at 6:00 p.m. on April 26, 2022, and direct the City Clerk to publish said notice.

City Council Meeting: 4/18/2022
Prepared: 4/13/2022

SUBJECT:	Resolution approving a change of location to Upper Iowa University Waterloo Campus, 3563 University Ave, for a council meeting to be held at 6:00 p.m. on April 26, 2022, and direct the City Clerk to publish said notice.
Submitted by:	Submitted By: Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

Resolution approving a cancellation of assessment for a sidewalk repair at 1015 Steely, in the amount of $338.83.

City Council Meeting: 4/18/2022
Prepared: 4/13/2022

SUBJECT:	Resolution approving a cancellation of assessment for a sidewalk repair at 1015 Steely, in the amount of $338.83.
Submitted by:	Submitted By: Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

Motion to approve recommendation of appointment of Brittney Hoyer to the position of Human Resources Administrative Secretary, effective April 19, 2022.

City Council Meeting: 4/18/2022
Prepared: 4/15/2022

ATTACHMENTS:

Description	Type
Job Description	Backup Material

SUBJECT:	Motion to approve recommendation of appointment of Brittney Hoyer to the position of Human Resources Administrative Secretary, effective April 19, 2022.
Submitted by:	Submitted By:
Recommended Action:	Approve the appointment of Brittney Hoyer to the position of Human Resources Administrative Secretary effective April 19, 2022.
Summary Statement:	This position is being filled due to a transfer from the department of an employee. This position is budgeted and required to support the Human Resources Department operations.

Expenditure Required/Source of Funds: Salary $52,332.80 ($25.16 per hr.) ($40.98 per hr. with benefits)

ADMINISTRATIVE SECRETARY

DEPARTMENT	**HUMAN RESOURCES**
SALARY	**$25.16 per hour**
FLSA	**NON-EXEMPT**
CIVIL SERVICE	**EXCLUDED**
8ARGAINING UNIT	**NON-BARGAINING**

GENERAL STATEMENT OF DUTIES

Under the general direction of the Human Resources Director and Assistant Human Resources Director, uses independent judgment and exercises a high level of discretion in dealing with confidential matters and sensitive information while providing administrative, technical and secretarial support to the Human Resources Department. No supervisory responsibilities.

EXAMPLES OF ESSENTIAL FUNCTIONS Illustrative Only)

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

1. Inputs, monitors and maintains all employee records in Laserfiche and New World computer system including pay rate changes, status changes, benefits, benefits adjustments and corrections.

2. Maintains and makes corrections to bi-weekly benefits accrual reports.

3. In collaboration with City Clerk's Office, completes calendar year end and fiscal year end payroll and benefits updates.

4. Using Microsoft Word, Excel, Access or other applicable software, prepares letters, reports and documents relative to Human Resources functions.

5, Answers employee inquiries regarding payroll and benefits.

6. Completes employment verifications for lending institutions and social services agencies; may assist with salary and benefits surveys from other municipalities and government agencies.

7. Processes and distributes incoming and outgoing intradepartmental mail and outgoing mail.

8. Greets the public and answers incoming phone calls, providing information based on knowledge of City and Human Resources policies, regulations and procedures or directs inquiry to appropriate person.

9. Processes incoming resumes, mails or emails job description packet, obtains driver license number or other certifications as needed, assists in setting up interview schedules and participates as interview panel member when assigned; assists in preparing for and monitoring written examinations.

10. Prepares and maintains payroll and benefits records for Human Resources Department and assists in ensuring accurate processing of employee benefits such as longevity pay; maintains **1-9** verifications and ensures compliance.

11. Prepares new employee packets, assures all required paperwork is completed for all employees and performs orientation for regular employees.

12. Updates a variety of logs including but not limited to unemployment claims log (protests, decisions, and appeals), disciplinary action log, applicant logs and property and vehicle damage log.

13. Prepares payment vouchers for Human Resources bills, employee assistance

program, unemployment payments, drug testing and department charge-backs.

14. Makes arrangements for temporary employees through local employment services for all City departments; ensures that invoices are processed correctly.

15. Completes bi-yearly EEO-4 report.

16. May assist in revising or updating City policies.

17. Orders office supplies and maintains inventory.

18. May assist with special projects or programs such as Team Member of the Month and Safety/Wellness Fair.

19. Communicates with and maintains effective working relationships with supervisors, coworkers and other City department administrative and clerical staff.

20. Makes decisions in accordance with department policies and established regulations.

21. Works independently and with others with minimum supervision.

22. May work under strict time constraints.

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

24. Performs all work duties and activities in accordance with City, Human Resources and OSHA policies, procedures and safety practices.

25. Performs all other related duties as assigned.

REQUIRED KNOWLEDGE & ABILITIES

1. Thorough knowledge of secretarial functions, terminology, office procedures and equipment, especially personal computer.

2. Basic knowledge of employee payroll and benefits functions and Fair Labor Standards Act (FLSA).

3. Ability to type at least 50 words per minute net of errors (verification of typing speed required).

4. Thorough knowledge of and ability to use Microsoft Word, Excel, Access (verification through testing may be required) and other specialized software applications appropriate to assigned duties and responsibilities; ability to accurately enter and retrieve information and update records on computer.

5. Ability to understand, differentiate and explain collective bargaining benefits packages in addition to a non-bargaining benefits package.

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

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

ability to respond to complaints from job applicants and employees tactfully and respectfully.

8. Ability to exercise independent judgment and to make decisions based on City and Human Resources policies and applicable government regulations.

9. Ability to work independently and with others with minimum supervision.

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

11. Ability to maintain confidentiality regarding personnel files and other sensitive information.

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

ACCEPTABLE EXPERIENCE & TRAINING

1. High school graduate/GED with minimum two years' experience as executive or administrative secretary; prefer human resources experience and education beyond high school in secretarial, accounting or business related field

OR

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

2. Significant experience working with Microsoft Word, Excel and Access.

3. Experience working with computerized employee payroll and benefits records, databases and other human resources functions.

4. Experience working in a union-based environment preferred.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without reasonable accommodation.

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

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

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

MISCELLANEOUS

1. The City of Waterloo will conduct a background investigation, including employment and criminal history checks, on any applicant being considered for this position.

2. Required to submit to and successfully pass a panel interview.

WORK SCHEDULE

8:00 a.m. to 5:00 p.m. Monday through Friday with one hour unpaid lunch. Limited overtime. May occasionally be required to work evenings to assist with written examinations.

CITY OF WATERLOO

Council Communication

FY2023 One-Year Action Plan for CDBG and HOME Funds.

City Council Meeting: 4/18/2022
Prepared: 4/1/2022

ATTACHMENTS:

	Description	Type
🗋	Comments	Backup Material
🗋	Funding Recommendations FY23	Backup Material

SUBJECT:	Public Hearing cancelled and rescheduling for June 6, 2022.
Submitted by:	Submitted By: Rudy D. Jones, Community Development Director
Recommended Action:	Approve funding recommendations and consider written and oral comments received
Summary Statement:	An ad was placed in the waterloo Courier in December 2021 asking for citizen input. A 30- day comment period was advertised and held March 1-March 31, 2022 on the proposed action plan. No comments were received. The Community Development Board approved the attached recommendations in February, 2022.

Expenditure Required/Source of Funds: CDBG and HOME funds

Community Development 1st Public Hearing Meeting Minutes

January 25, 2022

I. Call to order

Cody Leistikow called to order the 1st Public Hearing for the FY23 Annual Action Plan of the Community Development Board via zoom at 5:00 p.m. on Tuesday, January 25, 2022. Leistikow asked for an approval of the agenda for the public hearing for January 25, 2022.
It was moved by Campbell and seconded by Hummel to approve the agenda. Motion carried.

II. Attendance:

Present: Chairperson Cody Leistikow, Tina Hummel, Angela Weekley, and Cam Campbell

Members Absent: Jenna Northey and Felicia Carter

Also Present: Rudy D. Jones, Community Development Director; Anita Rousselow, Administrative Secretary; Angie Fordyce, Community Development Coordinator; Felicia Smith-Nalls, Neighborhood Services Coordinator; Mindy Smith, Intake Specialist; William Kay, Landlord; Terrance Hollingsworth, Jared Hottle, Barb Grant, Director of Operation Threshold; Barb Prather, Director of Northeast Iowa Food Bank

III. Motion to Receive and File Affidavit

A motion was made by Hummel to receive and place on file an affidavit for proof of publication for the Notice of the1st Public Hearing that was published on Sunday, December 26, 2021. Campbell seconded that motion. Motion carried.

IV. Motion to Open the Public Hearing

Leistikow asked for a motion to open the public hearing. Campbell made a motion to open the public hearing and Hummel seconded that motion. Motion Carried.

Rudy Jones, Director of Community Development stated that staff wanted to reallocate funds in the amount of $25,000 from CDBG Rehabilitation funds to Clearance and Demolition for the demolition of garages. Board members approved this re- allocation.

Barb Prather, Director of the Northeast Iowa Food Bank discussed funding, there is always a need and with COVD still in our midst the need is greater. Ms. Prather

mentioned that it does not look like Community Development is funding their organization with FY23 funding but reminded staff that there is always people who are food insecure. Ms. Prather is concerned about SNAP changes at the state level which would mean less food support for people and she also mentioned that if the Disaster Proclamation goes away that funding will also go away.

Barb Grant, Director Operation Threshold thanked the staff for supporting her organization and both programs- Minor Repair and the Security Deposit Program in the past and in the future. She stated that most likely the Minor Repair funds would go towards roofs and the Security Deposit funds will be needed as evictions will most likely increase.

William Kay, Landlord in the Walnut area, Mr. Kay is concerned that we have programs to help LMI clients but do not have any programs to help landlords fix up their properties. Ms. Fordyce explained that a new Rental Rehabilitation Loan program is being implemented and that may be something that Mr. Kay would take advantage of. The program policies and guidelines are still being considered. Staff hopes to have that program implemented soon

V. Motion to Close the Public Hearing

Leistikow asked for a motion to close the public hearing. Campbell made a motion to close the public hearing and Hummel seconded that motion. Motion Carried.

VI. Motion to publish initial subcommittee recommendations on February 1, 2022 before the 2nd Public hearing which is February 15, 2022.

Leistikow asked for a motion to publish the initial subcommittee recommendations on February 1, 2022 before the second public hearing on February 15, 2022.Weekley made the motion to publish the recommendations and Campbell seconded that motion. Motion carried.

VII. Motion to Adjourn

Leistikow asked for a motion to adjourn. It was moved by Campbell and seconded by Hummel to adjourn the meeting. Motion carried. Meeting Adjourned.

Minutes submitted by: Minutes approved by: Board

CDBG Organization	CODE	Index Tab	FY22 funding Level	FY23 Request	SubCommittee Recommendation-	Activity
Operation Threshold	HSG	4	$ 40,000	$ 40,000	$ 20,000	Operation Threshold Minor Rehab Program
Emergency Repairs	HSG	5	$ 160,000	$ 100,000	$ 100,000	Emergency repair for single family homes.
General Program Administration (20% of allocation)	ADM	6	$ 253,821	$ 253,821	$ 253,821	CDBG Administration 20%
Iowa Heartland Habitat of Humanity	HSG	7	$ 25,000	$ 50,000	$ 25,000	Targeted Revitalization **but not limited to** Walnut and Church Row locations
Neighborhood Services	PS	8	$ 90,000	$ 95,000	$ 95,000	Neighborhood Services Liaison
Northeast Iowa Food Bank	PS	9		$ 70,000	$ -	Cedar Valley Food Pantry
Boys and Girls Club of Cedar Valley	PF	10		$ 400,000	$ 100,000	Lime Street renozations- Zone 1A- Community Presence
Iowa Legal Aid	PS				$ -	
Waterloo Leisure Services	PF	11		$ 100,000	$ 100,000	Edison School Park Project Phase- Playground Equipment
Rehabilitation Administration	ADM	12	$ 250,000		$ 300,000	Rehabilitation Project Delivery Costs
Housing Rehabilitation	HSG	13	$ 400,288		$ 250,288	Rental Rehabilitation Loan Program/Broadband
Clearance and Demolition	SBS			$ 25,000	$ 25,000	Garage Demolition
One City United	HSG		$ 50,000			
The Salvation Army	PS				$ -	Housing Services- Emergnecy Shelter
TOTAL CDBG REQUESTS			$ 1,269,109	$ 1,133,821	$ 1,269,109	

HOME Organization	CODE	Index Tab	*FY22 Funding Level*	*FY23 Request*	*SubCommittee Recommendation-*	*Activity*
City of Cedar Falls	HSG	15	$ 103,282		$ 137,480	Annual Allocation - HOME Consortium
Iowa Heartland Habitat for Humanity (CHDO Request) 15% =	HSG	16	$ 73,773		$ 73,650	Affordable Single Family Homes - New Construction Calhoun $ Waterloo, $Cedar Falls
Single Family Rehabilitation	HSG	17				Single Family Owner-Occupied Rehabilitation
Operation Threshold	HSG	18		$ 30,000	$ 20,000	Security Deposit
3 Little Lambs LLC-Jonathan Brundrett	HSG		$ 240,000			Magnolia Place- needs to be completed two years from contract signing-note this funding was re allocated back to Com Dev
Down Payment Assistance	HSG	19			$ 100,000	Home Buyer Assistance for income qualified first time home buyer
Ricker St. Project-Acquisition, rehabilitation and resale of dilapidated properties	HSG				$ 350,000	Reprogrammed funding rehabilitation
Down Payment Assistance- Developer		20	$ 300,000			Developer Down Payment Assistance-DPA -Homeowner
Administration (10% of allocation)	ADM	21	$ 49,181			HOME Administration
TOTAL HOME REQUESTS			$ 766,236	$ 30,000	$ 681,130	

CITY OF WATERLOO

Council Communication

FY2022 Wastewater Treatment Plant and Lift Stations Mowing Contract.

City Council Meeting: 4/18/2022
Prepared: 4/4/2022

ATTACHMENTS:

Description	Type
Bid Tabulation	Backup Material

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING-No Comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of plan, specifications, form of contract etc., and authorizing to proceed.
Motion to receive, file and instruct City Clerk to read bids.
Resolution awarding bid to Wilson Custom Tree of Cresco, Iowa, in the amount of Option A:$925.00/$2,575.00; Option B:$360.00/$800.00; Option C:$400.00/$900.00; Option D:$33,145.00, approving the contract, bond and certificate of insurance in conjunction with the FY2022 Waste Water Treatment Plant Lift Stations Mowing Contract, and authorizing the Mayor to execute said document.

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

FY22 Waste Water Treatment Plant & Lift Stations Mowing Contract

Bid Opening April 7, 2022

Bid Tabulation

Estimate: $34,000.00

Bidder	Bid Security	Bid Amount
Wilson Custom Tree Cresco, IA	5%	Option A:$925.00/$2,575.00 Option B:$360.00/$800.00 Option C:$400.00/$900.00 Option D:$33,145.00
B & B Lawn Care, Inc. Waterloo, IA	5%	Option A:$1,599.75/$2,500.00 Option B:$500.00/$1,500.00 Option C:$600.00/$1,500.00 Option D:$55,196.00

FY22 Waste Water Treatment Plant & Lift Stations Mowing Contract

Bid Opening April 7, 2022

Bid Tabulation

Estimate: $34,000.00

Bidder	Bid Security	Bid Amount
Wilson Custom Tree Cresco, IA	5%	Option A:$925.00/$2,575.00 Option B:$360.00/$800.00 Option C:$400.00/$900.00 Option D:$33,145.00
B & B Lawn Care, Inc. Waterloo, IA	5%	Option A:$1,599.75/$2,500.00 Option B:$500.00/$1,500.00 Option C:$600.00/$1,500.00 Option D:$55,196.00

FY22 Waste Water Treatment Plant & Lift Stations Mowing Contract

Bid Opening April 7, 2022

Bid Tabulation

Estimate: $34,000.00

Bidder	Bid Security	Bid Amount
Wilson Custom Tree Cresco, IA	5%	Option A:$925.00/$2,575.00 Option B:$360.00/$800.00 Option C:$400.00/$900.00 Option D:$33,145.00
B & B Lawn Care, Inc. Waterloo, IA	5%	Option A:$1,599.75/$2,500.00 Option B:$500.00/$1,500.00 Option C:$600.00/$1,500.00 Option D:$55,196.00

CITY OF WATERLOO

Council Communication

2022 and 2023 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract.

City Council Meeting: 4/18/2022
Prepared: 4/6/2022

ATTACHMENTS:

Description	Type
2022 and 2023 Planning and Zoning Mowing RFB	Backup Material
Exhibit B Master Mowing List	Backup Material
Planning Department Mowing Lots Map	Backup Material
Bid Tabulation	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING - No comments on file. Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed. Motion to receive and file and instruct the City Clerk to read bids. Resolution approving award of bid to B&B Lawn Care, Inc. of Waterloo, Iowa, in conjunction with the 2022 and 2023 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract, in the amount of $12.99 per lot, Option A lots under one acre, and $57.00 per hour for Option B lots 1 acre or more, approving the contract, bond, and certificate of insurance, 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:	The City of Waterloo through its Dilapidated Housing Task force has acquired approximately 230 properties over the last several years, primarily using Iowa Code 657A. A majority of the properties where demolished and are vacant, but some still have structures on them. Lots owned by the City of Waterloo must be maintained, including mowing of the lots. This bid will select a mowing contractor for the lots for both the 2022 and 2023 mowing season. In the past only a single season contract has been done, however the cost for the mowing of these lots has increased over the last several years, and it has been indicated that a multiple year contract would provide cost savings to the City.
Neighborhood Impact:	Mowing the lots is required by code, but also has a positive impact on the neighborhoods by avoiding a nuisance.
Data/Analysis and Strategies:	Property Maintenance
Implementation, Accountability,	Nuisance abatement

and Communication:

Expenditure Required/Source of Funds:	To be determined amount paid from the Planning Department property management budget. The last mowing contract (2021) had a price of $8.49 per lot per occurrence for lots under 1 acre, and $49.50 per hour per occurrence for lots over 1 acre.

CITY OF WATERLOO, IOWA
Planning and Zoning Department

Notice of Public Hearing on the Proposed Specifications and the Notice to Public Bidders For the 2022 and 2023 Residential Lots /Miscellaneous Areas Mowing and Lot Maintenance Services Contract.

General Description
The City of Waterloo Planning and Zoning Department is soliciting bids for mowing of city owned lots and miscellaneous areas. The City of Waterloo Planning and Zoning Department has approximately **230 properties** to be mowed and maintained (see attached Exhibit "B" for the list of properties). The City's intent for these properties are for rehabilitation or demolition to remove blighted properties from neighborhoods and provide infill lots for new homes, or to sell to an adjacent homeowner. Most lots are vacant, although some still have a structure or structures that must be mowed around. The attached Exhibit "B" indicates what lots are vacant.

SCOPE OF WORK
The Contractor shall provide all labor and equipment necessary for mowing, trimming and removal and disposal of various debris. Assigned areas shall be mowed on an as needed basis while maintaining a mowing height not to exceed four (4") in height. Prior to each mowing, the Contractor shall remove all trash and debris including paper, branches, rocks, and other portable objects. All trash and debris shall be legally disposed of, off site, at no additional expense to the Planning and Zoning Department. Additionally, the contractor shall be responsible for cleaning up and repairing all damage created by mowing operations which may include adding soil and seeding damaged areas as needed.

Along with each mowing, the Contractor shall trim around trees, shrubs, poles, fences and other objects to match the height and appearance of the surrounding vegetation. Only upon request of the project manager will you be required to edge vegetation growing over curb and sidewalk. A good-faith attempt will need to be made to keep all voluntary vegetation to a minimum in and around any buildings, fences, along alleyways, sidewalks and other rights-of-way and particularly in areas where there are blind spots being created.

Occasionally, illegal dumping occurs on city owned lots in which case the City will be in charge of removing larger items such as stoves, mattresses, tires, furniture etc. The contractor will submit either by letter, fax or email to the project manager the location and a detailed list of the items needing to be picked up.

The bidder shall bid per unit price (per lot/per occurrence price and an hourly rate for lots one (1) acre or more, for all city owned lots under the control of the Planning and Zoning Department. **All bidders should know that the list of properties fluctuates as the city is continually acquiring and selling properties.** This time the contract will be for a two year period, covering the 2022 and 2023 mowing season.

RECEIVING OF BIDS
All bids must be received in a sealed mailing container or envelope and be plainly marked on the outside with the notation 'SEALED RFB FOR 2022 AND 2023 RESIDENTIAL LOTS/MISCELLANEIOUS AREAS MOWING AND LOT MAINTENANCE SERVICES CONTRACT – in the City Clerk's Office, Waterloo City Hall, 715 Mulberry Street, Waterloo, IA 50703 (date and time stamped) by **Thursday April 7, 2022** at 1:00 p.m. (our clock), Central Time, in order to be considered for the 2022 and 2023 mowing season. Bids sent electronically or via facsimile will not be accepted.

OPENING OF BIDS
All proposals received will be opened in the Harold E. Getty Council Chambers in City Hall of said City, on the **7th day of April, 2022 at 1:00 p.m.** The bid opening will be livestreamed on YouTube and made available on the city website. Bids will be evaluated promptly after opening. **The awarding of the contract is expected to be at the City Council meeting on Monday April 18, 2022.**

PUBLIC HEARING
The Waterloo City Council will conduct a public hearing on the proposed specifications and form of contract for the **2022 and 2023 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services contract** at the City Council Meeting, **Monday April 18, 2022.**

The contract documents are on file on the first floor in the City Clerk's office, City Hall, 715 Mulberry Street, and in the Planning and Zoning Department, second floor in Waterloo City Hall, 715 Mulberry Street, Waterloo, Iowa for public

examination. Any person interested may file written objection with the City Clerk before the date set for the hearing or appear and make objection at the meeting. After an award is made, a proposal summary will be sent to all companies who submitted a proposal. Proposals may be withdrawn any time prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

CONTRACT PERIOD
The period of time covered under this proposed contract shall be approximately May 1, 2022 to October 31, 2023.

PROPOSALS SUBMITTED
All bids must be submitted on forms supplied by the Planning and Zoning Department with the exception that the required list of adequate equipment available for the proposed project may be submitted as a separate attachment and the bid bond can be supplied by the bidding company's insurance provider. The bidder shall bid a per unit price (per lot/per occurrence price) for all city owned lots and miscellaneous areas that are under 1 acre, and per hour price per occurrence for all city owned lots and miscellaneous areas that are over 1 acre.

BID SECURITY REQUIRED
All bids must be accompanied, in a separate envelope, by a certified or cashier's check drawn on an Iowa bank chartered under the laws of the United States or the State of Iowa, a certified share draft drawn on a Credit Union in Iowa chartered under the laws of the United States or the State of Iowa, or a bid bond payable to the City of Waterloo, Iowa, in the sum of **Fifteen Hundred Dollars ($1,500.00)**, which certified check, certified share draft, or bid bond will be held as security that the Bidder will enter into a Contract for the mowing 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, the bid security may be retained by said City as agreed liquidated damages. If a bid bond is used, it must be signed by both the bidder and the surety or the surety's agent. Signature of surety's agent must be supported by accompanying Power of Attorney.

CONTRACT AWARD
The City shall award one contract to the lowest responsible Bidder whose bid conforms to the Specifications listed in this RFB and is most advantageous to the City, and the Planning and Zoning Department, price and other factors considered. The City reserves the right to award a contract for any single Option, any combination of Options, or all Options together. They city may award the contract at the time of bid hearing, however, the City and the Planning and Zoning Department may need time to review the contract bids and bidder information, in which case the award would be made within sixty (60) days after bid opening. The City reserves the right to waive any and all parts of a specific bid.

BOND
The successful Bidder shall furnish a Performance Bond, within ten (10) days after notification of acceptance of the bid, in the amount of Twenty Thousand Dollars ($20,000.00). The Bond is to be issued by a responsible surety approved by the City Clerk's office and 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 operation of the Contractor.

AFFIRMATIVE ACTION PROGRAM
The successful Bidder and any subcontractors will be required to execute and have approved an Affirmative Actions Program or Update before beginning work on the project, if they have been awarded an aggregate of $10,000 in city projects during the current calendar year.

METHOD OF PAYMENT TO CONTRACTOR
Payment to the contractor for services performed shall be paid on a monthly basis. Payments shall be based on the actual number of times each lot is mowed (and hours spent mowing for lots over 1 acre), keeping in mind that this is an as needed basis contract and that the residential lots/miscellaneous areas need only be maintained (mowed) at a height of (4") or less and shall not be mowed unless the average grass on a site exceeds 6". **A detailed bill of completed work must be received and approved by the Planning and Zoning Department (project manager) located at 715 Mulberry St., Waterloo, Iowa before payments will be made.**

The billing shall include:

- Property addresses and/or description of where work was performed
- Number of times and the date each property was mowed each month

CITY OF WATERLOO, IOWA
Planning and Zoning Department

INSTRUCTION TO BIDDERS

I. EXPLANATION TO BIDDERS
Any explanation desired by a bidder regarding the meaning or interpretation of the Request for Bids must be requested in writing via email or letter, and with sufficient time allowed for a reply to reach all bidders before submission of their bids. Any interpretation or changes made to the RFB will be in the form of an addendum of the Request for Bids and will be furnished to all prospective bidders. All prospective bidders will receive email notifications of any addendums by the Project Manager. All bidders must acknowledge in the space provided on the Bid Form acknowledgement of such addendums received by the Project Manager prior to the 1:00 p.m. bid deadline set for the opening of bids. **Oral explanations or instructions given before the award of the contract will not be accepted.**

II. PROPOSALS SUBMITTED
All bids must be submitted on forms supplied by the Planning and Zoning Department. Before submitting a bid, each bidder shall carefully read the specifications and all other contract documents. Each bidder shall be fully informed, prior to the bidding, as to all existing conditions and limitations under which the work is to be performed and shall include in this bid a sum to cover the cost of all items necessary to perform the work as set forth in the contract documents. No allowance will be made to any bidder because of lack of such examination or knowledge. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examination.

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout and they shall be deemed to be included in the Contract the same as though herein written out in full.

III. LATE BIDS AND MODIFICATIONS OR WITHDRAWALS
Bids and modifications or withdrawals thereof received at the office designated in the Request for Bids and Notice to Bidders after the exact time set for closing of bids (Thursday, April 7, 2022, at 1:00 p.m.) 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, will be considered at any time it is received and may thereafter be accepted. Bids may be withdrawn by written request received from bidders prior to the time set for closing of bids.

IV. PUBLIC HEARING
The Waterloo City Council will conduct a public hearing on the proposed specifications and form of contract for the **2022 and 2023 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract** at the City Council Meeting, **Monday April 18, 2022.**

Anyone who is interested may appear at said time and place and be heard or may file written objection with the City Clerk, City Hall, Waterloo, Iowa, before the date set for said hearing.

V. 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 it 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 include with the bid, a Non-Collusion Affidavit in the form herein provided, to the effect that it 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.

VI. MBE/WBE CONTRACT COMPLIANCE PROGRAM
All Bidders have the responsibility to comply with the City of Waterloo MBE/WBE Contract Compliance Program. City of Waterloo Contract Compliance Officer is Rudy D. Jones, Director of Community Development, located at: 620 Mulberry Street Suite 202, Waterloo, Iowa 50703, (319) 291-4429

VII. 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 project 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.

VIII. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall, upon request of the Planning and Zoning Department submit on the form furnished a statement of the Bidder's qualifications, his/her experience record in completing the type of project proposed, and equipment available for the work contemplated; and when requested, a detailed financial statement. The Planning and Zoning Department shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform obligations under the Contract; and the Bidder shall furnish the Planning and Zoning Department 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 Planning and Zoning Department that the Bidder is qualified to carry out properly the terms of the Contract.

IX. EXECUTION OF AGREEMENT, BOND, 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, an agreement in the form included in the contract documents in such number of copies as the City, 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 in a penal sum of $20,000, as security for the faithful performance of the contract and the 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 it in performing the work. Such bond 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 bond.

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 Conditions. 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 Named Insured." The contractor shall similarly submit his subcontractor's certificates of insurance in the same amounts for approval before each commences work. The contractor shall carry or require that there be Worker's Compensation insurance for all its employees and those of its subcontractors engaged in work at the site, in accordance with State Worker's Compensation Laws.

D. The failure of the successful bidder to execute such agreement and to supply the required bond or bonds and certificate(s) of insurance within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City, may grant, based upon reasons determined sufficient by the City, may either award the contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the bidder 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, or Planning and Zoning Department for a refund.

CITY OF WATERLOO, IOWA
Planning and Zoning Department

GENERAL CONDITIONS

Definitions
Whenever used in any of the Contract Documents, these terms shall be defined as follows:

Contract - means the Contract or Agreement executed by and between the City of Waterloo and the Contractor.

Owner or Local Public Agency (LPA) - means the Planning and Zoning Department of the City of Waterloo.

Project Manager – Aric Schroeder, City Planner for the City of Waterloo, or designee. Phone: (319) 291-4366.

Contractor - means the person, firm or corporation entering into the Contract with the City of Waterloo, to maintain properties as described in the Specifications provided.

Contract Documents - means and shall include the following: Executed Contract or Agreement, Addenda (if any), Request for Bids, Instructions to Bidders, Signed copy of Bid, General Conditions, Special Conditions, Specifications (and Plans or Drawings when required).

Superintendence by Contractor
Except where the Contractor is an individual and gives personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Planning and Zoning Department, who shall generally be on the work site at all times during working hours with full authority of the Contractor. The Contractor shall also provide an adequate staff to properly coordinate and expedite the work.

The Contractor shall lay out and be responsible for all work executed under this Contract. The Contractor shall verify all information before proceeding with the work and be held responsible for any error resulting from failure to do so.

Other Contracts
The City of Waterloo may award or may have awarded other Contracts for additional work, and the Contractor shall cooperate fully with other Contractors, by scheduling work under this Contract with that to be performed under other Contracts as may be directed by the Planning and Zoning Department. The Contractor shall not commit or permit any act in which will interfere with the performance of work by any other Contractor as scheduled.

Fitting and Coordination of the Work
The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all Subcontractors engaged upon this Contract. The Contractor shall be prepared to guarantee to each Subcontractor the locations and measurements which they may require for the fitting of their work to all surrounding work.

Care of Work
The Contractor shall be responsible for all damages to person or property that occur as result of negligence in connection with the execution of work under this contract and shall be reasonable for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the Planning and Zoning Department.

The Contractor shall provide sufficient security, both day and night, including weekends and holidays, from the time the work is commenced until final completion and acceptance, except when work being performed does not require protection. The Contractor shall be responsible for any loss of work, materials, equipment or time due to acts of any person on the project site. Therefore, it is the responsibility of the Contractor to determine when security is needed.

The Contractor shall avoid damage to existing sidewalks, streets, curbs, pavements, structures, and utilities except those which are to be replaced or removed. Any damage caused by the Contractor's operation shall be completely repaired at no expense to the Owner.

General Requirements

The Contractor shall be responsible for being informed as to all existing conditions and limitations under which the work is to be performed. No extra allowance will be made because of lack of such examination or knowledge.

Contractor shall not disturb (damage) existing walks, drives, parking areas, trees, shrubs, or turf within or areas outside the limits of the project. If disturbed, these items shall be replaced by the Contractor at no cost to the City or the Owner.

Trees and shrubs located in or near the project area shall be protected by the Contractor from damage by workers and equipment during time of performing services. Upon request, the City Forester will determine the extent of protection necessary for the trees.

Permits and Codes

The Contractor shall give all notices required by, and comply with all applicable municipal and state laws, ordinances and codes.

Liability Insurance

The Contractor shall at all times during the term of the contract maintain in full force and effect, at its own expense, Employer's Liability, Worker's Compensation, Automobile, Public Liability and Property Damage Insurance, and other insurance and bonds as set forth below, including contractual liability coverage for the indemnity and hold harmless provisions of this Agreement. Each policy shall require at least 30 days' advance written notice to the City in the event of cancellation or material change in terms. The City of Waterloo, Iowa shall be specifically named as an additional insured on all insurance. Such coverages shall be primary, non-contributing and contain waivers of subrogation against any coverage held by the City. Before commencement of work hereunder, the Contractor agrees to furnish the City with certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. Insurance coverages shall comply with the limits specified below:

Coverages	Limits of Liability
Worker's Compensation	Statutory
Employer's Liability	$500,000
Bodily Injury Liability (Except automobile)	$1,000,000 each occurrence
Property Damage Liability (Except automobile)	$1,000,000 each occurrence
Automobile Bodily Injury Liability	$1,000,000 each occurrence
Excess Liability	$5,000,000
Automobile Property Damage Liability	$1,000,000 each occurrence

CITY OF WATERLOO, IOWA
Planning and Zoning Department

Bid Specifications for 2022 and 2023 Residential Lots Mowing/Miscellaneous Areas Mowing and Lot Maintenance Services Contract (May 1, 2022-October 31, 2023)

SCOPE OF WORK

The Contractor shall provide all labor and equipment necessary for mowing, trimming and removal and disposal of various debris. Assigned areas shall be mowed on an as needed basis when the average height of grass on a site exceeds (6"), while maintaining a mowing height not to exceed four (4") in height. Prior to each mowing, the Contractor shall remove all trash and debris including paper, branches, rocks, and other portable objects. All trash and debris shall be legally disposed of, off site, at no additional expense to the Planning and Zoning Department. Additionally, the contractor shall be responsible for cleaning up and repairing all damage created by mowing operations which may include adding soil and seeding damaged areas as needed.

Along with each mowing, the Contractor shall trim around trees, shrubs, poles, fences and other objects to match the height and appearance of the surrounding vegetation. Only upon request of the project manager will you be required to edge vegetation growing over curb and sidewalk. A good-faith attempt will need to be made to keep all voluntary vegetation to a minimum in and around the any buildings, fences, along alleyways, sidewalks and other rights-of-way and particularly in areas where there are blind spots being created.

Occasionally, illegal dumping occurs on city owned lots in which case the City will be in charge of removing larger items such as stoves, mattresses, tires, furniture etc. The contractor will submit either by letter, fax or email to the project manager the location and a detailed list of the items needing to be picked up.

DAMAGE PROTECTION

The Contractor shall avoid damage to existing sidewalks, streets, curbs, pavements, structures, signs, mailboxes, fences, benches, utilities, and other fixtures. Any damage caused by the Contractor shall be completely repaired at no additional cost to the Planning and Zoning Department. At no time shall any mowing equipment come in contact with any privately owned tree or shrub during mowing. Any tree or shrub damaged by the Contractor shall be replaced at the direction of the Planning and Zoning Department with no additional cost to the Planning and Zoning Department. The Contractor shall avoid damage to turf grass and underlying soil and grade. Any rutting and related turf loss and erosion damage shall be promptly remedied by the Contractor to the satisfaction of the Planning and Zoning Department with no additional cost to the Planning and Zoning Department.

The Contractor shall take all necessary precautions to protect pedestrians and motorists from personal injury and property damage. All equipment safety guards shall remain intact and serviceable. The Contractor shall carry liability insurance as detailed in the GENERAL CONDITIONS to cover any damage claims.

SCHEDULING OF WORK

The Planning and Zoning Department may add or delete mowing of areas based on growing conditions, budget constraints or some lots may be sold or acquired throughout the year.

REQUIRED EQUIPMENT

The Contractor shall provide a complete inventory of sufficient and proper equipment to perform all work in a safe and timely manner. Equipment listed on the Bid Form will be verified by the Planning and Zoning Department to determine whether it is adequate for this mowing contract. A portfolio of existing or past contracts with letters of recommendations would be helpful in verifying the bidder's qualifications.

Types of mowing equipment required for this contract:

- Line trimmers
- Walk-behind mowers
- Utility tractors with heavy-duty mowers

Types of alley/sidewalk overgrowth equipment required for this contract in addition to equipment listed above:

Pull behind trailer or usable truck bed
Tarps or enclosed trailer for hauling brush when required
Hedge trimmers

Note: City ordinance requires all loads being transported must be completely covered. The City is not responsible for paying any fines you may be issued.

For larger parcels that are overgrown, contractor shall have access to a brush hog type of mower so that contractor can meet the city's timeframe requirements. Excess amounts of cut grass and vegetation will need removed and not left on parcels or blown onto the sidewalk or into the street right-of-way.

Equipment listed on the Bid Form will be reviewed by the Planning and Zoning Department to determine whether it is adequate for this mowing contract.

CONTRACTOR OR THEIR DESIGNEE MUST BE REACHABLE BY PHONE MONDAY THROUGH FRIDAY 8:00 A.M. TO 5:00 P.M.

CITY OF WATERLOO, IOWA

Community Planning and Development Department

2022 and 2023 Residential Lots Mowing/Miscellaneous Areas Mowing and Lot Maintenance Services Contract

BID FORM

BIDDER: _____
COMPANY NAME

ADDRESS: _____

_____

_____

PHONE: (_____) _____

1. The undersigned, being a Corporation existing under the laws of the State of _____, or a limited liability company existing under the laws of the State of _____, or a Partnership consisting of the following partners:
   _____
   _____,
   having been familiarized with the existing conditions on the project area affecting the cost of the work, and with all the Contract Documents now on file in the offices of the City Clerk, City Hall, 715 Mulberry Street, Waterloo, Iowa, and the Planning and Zoning Department, 715 Mulberry Street, Waterloo, Iowa hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services required to complete the proposed MOWINGS, in accordance with the contract documents and for the unit price in place for the following amount:

Bid Price: Price per Lot/Area per occurrence for mowing and lot maintenance services <u>for city owned lots under 1 acre</u> for approximately <u>222 Properties</u>.

_____dollars ($_____)
Written Price Per Lot/Occurrence:

Bid Price: Price per Hour per occurrence for mowing and lot maintenance services <u>for city owned lots 1 acre or more</u> for approximately <u>8 Properties</u>.

_____dollars ($_____)
Written Price Per Hour/Occurrence:

2. It is understood that the quantities set forth are approximate only and subject to variation and that the unit price for the work done shall govern the actual payment to the Contractor.

3. In submitting this bid, the Bidder understands that the City reserves the right to reject any or all bids and to award one or more contracts for a single Option, all Options together, or any combination of Options. If written notice of acceptance of this Bid is mailed or delivered to the undersigned within sixty (60) days after Bid Opening, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond and certificate of insurance within ten (10) days after the agreement is presented 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 NOTICE TO BIDDERS.

5. Attached is a Non-Collusion Affidavit of Prime Contractor.

6. The Bidder is prepared to submit a financial and experience statement upon request.

7. 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.

8. The Bidder has received the following Addendum or Addenda:

Addendum No.	_____	Date: ____/____/____
	_____	____/____/____
	_____	____/____/____

9. The Bidder shall list the MBE/WBE subcontractors, amount of subcontracts and bid items listed on the City of Waterloo Minority and /or Women Business Pre-bid Contract Information Form submitted with this Bid Form. 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 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

10. The Contractor shall provide a complete inventory of sufficient and proper equipment to perform all work in a safe and timely manner. **Equipment list may be submitted below or as a separate attachment**:

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 (City of Waterloo) reserves the right to select alternatives, delete line items, and/or to reduce quantities prior to the Award of Contract due to budgetary limitations.

SIGNED: _____ DATE: ____/____/____
Name and Title

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
)
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.

Signature Title

Subscribed and sworn to before me this
_____ day of _____, 2022.

_____ _____
Signature *Title*

My commission expires _____.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
)
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 **2022 and 2023 Residential/Miscellaneous Areas mowing and Lot Maintenance Services** in Waterloo, Black Hawk County, Iowa;

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;
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.

Signature Title

Subscribed and sworn to before me this
_____ day of _____, 2022.

_____ _____
Signature *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 contractor, 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 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

CITY OF WATERLOO, IOWA
Planning and Zoning Department

2022 and 2023 Residential Lots /Miscellaneous Areas Mowing and Lot Maintenance Services Contract

REQUEST FOR BIDS

The City of Waterloo Planning and Zoning Department is soliciting bids to provide equipment and labor for mowing and lot maintenance of City of Waterloo properties (the "Services") on an as-needed basis. All bids shall include a completed price quote.

Conditions governing the Services are contained in Exhibit "A", the proposed form of Contract, attached to this RFB and by this reference incorporated herein.

A. SUBMITTING AND OPENING PROPOSALS

All proposals must be received in a sealed envelope in the City's Clerk's office (date and time stamped) by Thursday, April 7, 2022 at 1:00 p.m., Central Time (our clock) in order to be considered. The City Clerk's office is located at 715 Mulberry St., Waterloo, Iowa 50703. *Proposals sent electronically or via facsimile will not be accepted*. The mailing container or envelope shall be plainly marked on the outside with the notation "**SEALED RFB FOR 2022 AND 2023 RESIDENTIAL LOTS/MISCELLANEOUS AREAS MOWING AND LOT MAINTENANCE SERVICES CONTRACT**," and the name of the company submitting the proposal.

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

All proposals received by the bid deadline will be opened in the Harold E. Getty Council Chambers in City Hall, at 1:00 p.m., and the proposals will be acted upon at such later time and place by the City Council. The bid opening will be livestreamed on YouTube and made available on the city website. The main purpose of this opening is to reveal the name(s) or the Proposer(s), not to serve as a forum for determining the awarded of bids.

The City of Waterloo will conduct a public hearing on the proposed specifications and form of contract for the **2022 and 2023 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract** at the City Council Meeting, **Monday April 18, 2022 at 5:30 p.m.**

The contract documents are on file on the first floor in the City Clerk's office, City Hall, 715 Mulberry Street, and in the Planning and Zoning Department, second floor in Waterloo City Hall, 715 Mulberry Street, Waterloo, Iowa for public examination. Any person interested may file written objection with the City Clerk before the date set for the hearing or appear and make objection at the meeting. After an award is made, a bid summary will be sent to all companies who submitted a bid. Bids may be withdrawn any time prior to the scheduled closing time for receipt of bids; no bid may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

B. SCOPE OF SERVICES

Services to be performed by the successful respondent (the "Contractor") for the City will be those described in the form of Contract attached hereto as Exhibit "A" and the Specifications, which generally include but are not limited to mowing properties on an as-needed basis.

C. REQUIRED INFORMATION:

1. All bids must be submitted on the included bid form, and include the noted required information.

2. Important Exceptions to Contract Documents – The Proposer shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFB. Such exceptions or deviations will be considered in evaluating the proposals. Companies are cautioned that exceptions taken to this RFB may cause their proposal to be rejected.
3. Incomplete Information – Failure to complete or provide any of the information requested in this RFB may result in disqualification by reason of non-responsiveness.

D. AWARD OF CONTRACT

1. Final selection of a contractor will be made of the responsive and responsible firm whose proposal, conforming to these documents, is most advantageous and offers the greatest overall value to the City of Waterloo with regard to the criteria detailed and the specifications set forth herein. The City will evaluate proposals in light of all factors it considers relevant, including but not limited to price, prior dealings, reputation, knowledge, skills, demonstrated commitment of the humane treatment of animals, demonstrated experience in managing and working with animals, nature and quality of facilities, and other information provided by the proposer in response to this RFB.
2. The City reserves the right to accept or reject any or all proposals and to waive any informalities or irregularities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any proposer. The City reserves the right to defer acceptance of any proposal for a period not to exceed sixty (60) calendar days from the date of the deadline for receiving proposals.
3. The City may select a proposer based on an "all or none" proposal, on individual responses, or as is otherwise deemed to be in the best interest of the City.
4. A Proposer's submission of a proposal constitutes its acceptance of the City's evaluation technique described in this section and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.
5. Any Contract award(s) made by the City of Waterloo is subject to prior approval by the City of Waterloo City Council.
6. After award, the Proposer will be required to enter into a written contract with the City that is substantially in the form attached hereto as Exhibit "A".
7. In the event a contract is terminated between both parties for any reason, the City of Waterloo will award the contract by offer to the next qualified bidder. The City of Waterloo reserves the right to award only those proposals that were opened in the Harold E. Getty Council Chambers on the second floor of City Hall, 715 Mulberry Street, Waterloo, Iowa on Thursday, April 7, 2022.

E. MISCELLANEOUS

1. Questions regarding miscellaneous items will be directed to Aric Schroeder in the Planning and Zoning Department, 319.291.4366, Monday through Friday from 8:00 a.m. to 5:00 p.m.
2. This Request for Bid does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.

CONTRACTOR OR THEIR DESIGNEE MUST BE REACHABLE BY PHONE MONDAY THROUGH FRIDAY 8:00 A.M. TO 5:00 P.M.

F. GENERAL TERMS AND CONDITIONS OF PROPOSAL

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

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

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

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

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

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

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

8. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 60 days after acceptance and on receipt of an original invoice.

9. **MODIFICATION, ADDENDA & INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the signature page.

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

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

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

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

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

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

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

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

EXHIBIT A

CITY OF WATERLOO, IOWA
2022 and 2023 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract

CONTRACT PROVISIONS

This Contract for mowing (the "Contract") is made and entered into effective May 1, 2022 and ending October 31, 2023, by and between the City of Waterloo, Iowa (the "City"), and _____ (the "Contractor").

1. The Contractor shall furnish all supervision, technical personnel, labor, materials, supplies and equipment to perform all work required for the Contract work as described in the Specifications.

2. The Contract Documents shall consist of the following:

   a. This Contract
   b. Request for Bids
   c. Notice of Public Hearing
   d. Instruction to Bidders
   e. Signed copy of Bid Form
   f. Non-Collusion Affidavit of Prime Bidder
   g. Non-Collusion Affidavit of Sub-Contractor
   h. Equal Opportunity
   i. General Conditions
   j. Bid Specifications

These documents form the Contract Documents and are all fully incorporated as a part of this Contract as if attached to this Contract or set forth in full herein. In the event of any conflict or ambiguity among the Contract Documents, the document in the order set forth above that first addresses the issue or provision in question shall govern.

3. The Contractor agrees to be ready to commence the work within twenty-four (24) hours after the City issues a "Notice to Proceed" and to complete the work within the given time frame. Time is of the essence in the performance of duties under this Contract. The Contractor also agrees to the following:

   a. Contractors will abide by ordinance sections 7-1-2B(1). Contractor will not be permitted to transfer grass onto or across any city street or alley. In the event grass is transferred into any street or alley it shall be removed by the Contractor.

   b. Contractor will abide by ordinance sections 7-1-2F Contractors will not be permitted to blow weeds/grass onto or across any street or alley. In the event weeds/grass is transferred into the street it shall be removed by the Contractor.

   c. **Contractors shall bag all weeds/grass taller than 12" in residential areas and dispose of the rubbish properly.** Disposal can be done at the City of Waterloo Yard Waste Site located at 2749 Independence Ave., Waterloo, Iowa.

   d. Contractors are not to mow or trim any flowers or gardens unless specified by the Planning and Zoning Department.

   e. Contractors will trim around all trees, telephone poles, fences, structures, curbs and on the backside of alleys.

   f. In the event the Planning and Zoning Department finds that the Contractor did not fulfill its obligation, the Contractor will be required to go back to the property at no additional cost to the city or owner of the property.

g. Contractor shall remove all involuntary vines, brush, or trees along any fence and the portion of property to the alley when referral is given by the Project Manager.

h. Properties found in compliance upon arrival of the contractor, will not result in additional charges to the City of Waterloo from the Contractor.

4. The Contractor agrees to comply with and obey all ordinances of the City of Waterloo relating to the obstruction of streets and alleys, keeping open passageways for water and traffic, and maintaining proper and sufficient barricades with lights and signals during all hours of darkness.

5. Except as to any negligence of City, its officials, officers, employees or agents in the performance of any duty under this Contract, and to the extent not covered by insurance maintained by Contractor, Contractor agrees to defend and indemnify City, its officials, officers, employees and agents, and to hold same harmless, from and against any and all claims, demands, causes of action, losses, costs, or liabilities whatsoever, including but limited to reasonable attorneys' fees and expenses, arising from or in connection with the acts or omissions of Contractor in performing the work contemplated by this Contract.

6. Contractor shall be responsible for all damage to public or private property. If public or private property is damaged by Contractor and is not repaired in a timely manner as determined by City, City has the option of having the damage repaired at the Contractor's expense, to be reimbursed to the City or withheld from future payments to Contractor hereunder.

7. The Contractor shall have no cause of action against the City on account of delays and execution of work, if the work is delayed by the City, the Contractor may have extra time for the completion of the job as was lost by reason of the delay caused by the City.

8. The City, at its sole discretion and without waiving any claims or rights, may allow for partial payment for the work included on an invoice for which all services have not been delivered or accepted. The City may withhold payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the Contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause.

9. In the event that Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Contract, and if such default remains uncured for a period of seven (7) days after notice thereof shall have been given by City to Contractor, then City may declare that Contractor is in default hereunder and may terminate this Contract by delivery to Contractor of written notice of termination, and/or take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder. Contractor shall be entitled to only one such notice, and in connection with any subsequent breach then City may terminate this Contract upon seven (7) days' advance written notice. In the event of termination, the Contractor shall be compensated for all necessary services satisfactorily performed through the termination date. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that City prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by City.

10. In addition to paragraph 9 above, this Contract may be terminated at any time, in whole or in part, upon the mutual written agreement of the parties. City may also choose to terminate this Contract at any time without cause by delivering to Contractor twenty-one (21) days' advance written notice of termination.

11. Contractor may not assign, delegate or subcontract any of its duties hereunder without the prior written consent of City.

12. **Because time is of great importance when completing mowing work, the Contractor must notify the City of Waterloo at least two (2) weeks in advance including who will be filling in for them for any planned time off.**

13. Any notice under this Contract shall be in writing and shall be delivered in person or by United States registered or certified mail, postage prepaid and addressed:

City:

City of Waterloo, Iowa
715 Mulberry St.
Waterloo, Iowa 50703
Attn: Planning Department

Contractor:

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, or (ii) three (3) business days following the date of deposit if mailed as stated above.

14. Nothing in this Contract shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the parties nor, except as expressly set forth herein, to create any liability for one party with respect to the liabilities or obligations of the other party or any other person. Contractor is an independent Contractor.

15. This Contract shall be binding upon and inure to the benefit of the parties and the respective successors and assigns of each.

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

17. This Contract, together with the Contract Documents, constitutes the entire agreement between the parties pertaining to the subject matter hereof. This Contract may not be modified or amended except by the mutual written agreement of the parties.

18. 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 the work, the City agrees to pay the Contractor as set forth on Exhibit “A” attached hereto.

IN WITNESS WHEREOF, the parties have executed this Contract for Mowing by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA

_____
Quentin Hart - Mayor

_____
Kelly Felchle -City Clerk

CONTRACTOR

_ _____
Name of Company

By: _____

Title: _____ _____

2022-2023 Mowing List as of 3/22/22				
Property	**Lot Sq ft**	**Sidewalk**	**PIN**	**Note**
Between 1508 & 1522 W 4th St	5,548	y	891326357012	formerly 1518 W 4th St
Between 1305 & 1311 W 2nd St	2,115	y	891326307003	formerly 1309 W 2nd St
NW of 434 Bayard St	3,585	y	891326357005	formerly 430 Bayard St
NW of 714 La Porte Rd	59,959	n	891336253035	Former voleball courts of bowling alley. Over 1 acre.
West of 133 University Av	3,276	y	891326129029	Is this parcel included in garden plot? Formerly 135 University Av.
West of 133 University Av	3,276	y	891326129028	Is this parcel included in garden plot? Formerly 137 University Av.
East of 157 University Av	4,651	y	891326129034	Should be in a garden plot.
East of 157 University Av	6,552	y	891326129026	Should be in a garden plot. Consider combining these four parcels.
West of 415 Wellington St	3,268	y	891326255025	formerly 411 Wellington St, soon to be sold to Habitat
West of 415 Wellington St	2,496	n	891326255027	formerly 409 Wellington St, soon to be sold to Habitat
West of 415 Wellington St	2,709	y	891326255024	formerly 413 Wellington St, soon to be sold to Habitat
NE of 624 W Park Av	8,899	y	891326255003	formerly 620 W Park Av
Behind 619 W 3rd	2,082	n	891326255008	consider combining these two parcels
West of 226 Leland Av	6,505	y	891326128015	someone is parking on it…they should mow, or stop parking on it. Formerly 232 Leland Av
Between 704 & 710 W 1st St	4,231	y	891326177011	formerly 706 W 1st St
East of 139 Dawson St	3,899	y	891314486006	formerly 121 Cutler St, south of corner lot
South side of Dawson St at Lincoln St	1,134	y	891314485010	
East of 516 Upton Av	4,862	n	891322155008	
East of 516 Upton Av	2,616	n	891322155018	Consider combining both parcels.
North of 1003 Logan Av	6,450	y	891314483009	formerly 1007 Logan Av
North of 130 St Albans St	6,017	y	891323284001	formerly 201 Lincoln St
West of 318 Center St	6,850	y	891323229014	formerly 326 Center St
SE Cor. of Conger St & Broadway St	6,370	y	891323204001	Note there is a traffic box on part of this lot, so we could not sell the entire lot
East of 122 W Parker St	5,000	y	891314433013	formerly 116 W Parker St
East of 424 Dawson St	4,166	y	891314458011	formerly 420 Dawson St
East of 851 Dawson St	6,552	y	891314358004	formerly 847 Dawson St
South of 1015 Lincoln St	6,450	y	891314476008	formerly 1013 Lincoln St
South of 725 Fairview Av	7,646	y	891323127013	formerly 717 Fairview Av
300 Allen St	3,478	y	891326327001	soon to be sold to Habitat (house to be rehabed)
NE of 810 W 2nd St	5,978	y	891326182022	formerly 800 W 2nd St
East of 514 Bratnober St	2,080	y	891323207007	Formerly 508 Bratnober St. Demoed summer 2021.
921 W 2nd St	2,814	y	891326327019	soon to be sold to Habitat (house to be rehabed)
NE of 627 W 2nd St	4,995	y	891326253011	formerly 623 W 2nd St
West of 651 Kern St	9,780	y	891314381031	Formerly 663 Kern St. Demoed fall 2021.
North of 3127 Logan Av	26,227	n	891302476048	
East of 3338 W Airline Hwy	192,092	n	891305476010	This parcel is being platted into 5 lots. Will need mowed until sold. Over 1 acre.
NE Cor. of Ansborough Av & Upton Av	30,213	n	891322153032	
West of 917 Hartman Av	5,616	n	891328229001	
North of 1021 Chalmers Av	6,777	n	891328229021	
700 Blk of University Av West of US Hwy 63	257,411	n	891327226002	Former Weissman Iron & Metals. Over 1 acre.
Lafayette St between Colorado St and Indiana St	73,822	y	891230328011	Formerly 2265 Lafayette St, Lafayette School. Over 1 acre.
West of 1330 Dearborn Av & 1127 Calhoun St	14,001	n	891229306012	
SW Cor. of Courtland St & Elm St	3,910	y	891325207006	formerly 326 Courtland St
Between 806 Gilbert St & 1310 Cottage Grove Av	7,616	n	891229303009	

2022-2023 Mowing List as of 3/22/22				
Property	**Lot Sq ft**	**Sidewalk**	**PIN**	**Note**
West of 1919 Lafayette St	3,672	y	891230157007	formerly 1915-1917 Lafayette St
East of 1903 Lafayette ST	4,466	y	891230157008	
SE of 1202 Sycamore St	5,734	y	891325181003	formerly 1218 Sycamore St
SW of 1202 Sycamore St	5,475	y	891325181007	formerly 118 E 10th St
SE of 1202 Sycamore St	4,778	y	891325181002	
SE of 1202 Sycamore St	12,184	y	891325181004	
North of 515 Independence Av	6,447	n	891324479019	formerly 519 Independence Av, alley access only
Between 319 & 327 Glenwood St	3,992	y	891324454007	
Between 222 & 232 Gable St	6,998	y	891313379004	formerly 230 Gable St
Between 314 & 328 E 1st St	8,968	y	891323478017	formerly 320 E 1st St
NE of 117 E 9th St	2,520	y	891325176017	formerly 121 E 9th St
NE of 117 E 9th St	4,682	y	891325176016	corner of E 9th St and Sycamore St
NE of 117 E 9th St	7,202	y	891325176005	
NE of 117 E 9th St	6,246	y	891325176004	
Behind 117 E 9th St	7,454	y	891325176012	formerly 116-118 E 8th St
West of 1335 Mulberry St	6,292	y	891325251007	formerly 1331 Mulberry St
SW Cor. of Franklin St & Linden Av	6,826	y	891325278006	formerly 1828 Franklin St
North of 506 Elm St	5,428	y	891325212016	formerly 510 Elm St
South of 326 Fowler St	3,758	y	891325211007	formerly 515 Elm St
Between 868 & 876 Fowler St	3,136	y	891230106013	
SE Cor. of Fowler St & Lane St	2,106	y	891325211001	formerly 302 Fowler St
East of SE Cor. of Fowler St & Lane St	2,106	y	891325211002	formerly 304 Fowler St. Consider combining these two parcels
East of 402 Fowler St	2,613	y	891325212002	Formerly 404 Fowler St. To be sold to 418 Fowler St?
East of 402 Fowler St	4,425	y	891325212003	Formerly 408 Fowler St. Consider combining these two parcels. To be sold to 418 Fowler St?
West of 418 Fowler St	5,628	y	891325212004	formerly 414 Fowler St. To be sold to 418 Fowler St?
928 Mulberry St	3,845	y	891325130007	On demo list for 2022.
South of 608 Vinton St	3,501	y	891325227017	formerly 602 Vinton St
West of 606 Independence Av	7,006	y	891325227001	This parcel acquired in 1988 by CLD 597197, presumably for intersection imp. Should Planning mow?
SW Cor. of N Barclay St & Salisbury St	3,626	y	891324184009	This parcel acquired in 1972 by DEED 501897, presumably for road. Should Planning mow?
North of 724 Vinton St	6,601	y	891324480002	formerly 728 Vinton St
South of 733 Vinton St	4,389	y	891324479008	formerly 731 Vinton St
North of 724 Vinton St	7,679	y	891324480001	formerly 734 Vinton St
South of 749 Vinton St	6,583	y	891324479005	formerly 745 Vinton St
North of 439 Cherry St	3,920	y	891324458009	formerly 449-447 Cherry St
West of 718 Glenwood St	860	y	891324482001	small triangular lot west of parcel 891324482002
Behind 515 Mobile St	8,138	n	891324455013	We have no access. Have we been mowing this? And if yes, how do we get there?
North of 508 Mobile St	8,200	y	891324477001	formerly 520 Mobile St, at dead end of Mobile
600 Blk Mobile St	4,023	n	891324412014	
600 Blk Mobile St	14,207	n	891324412015	
600 Blk Mobile St	5,517	n	891324412013	
600 Blk Mobile St	7,981	n	891324412012	
600 Blk Mobile St	5,124	n	891324412011	Consider combining these 5 parcels. They are mostly wooded. Have we historically mowed?
Across from 81 Lafayette St	2,825	y	891323434003	
Across from 81 Lafayette St	2,825	y	891323434002	Consider combining these 2 parcels.

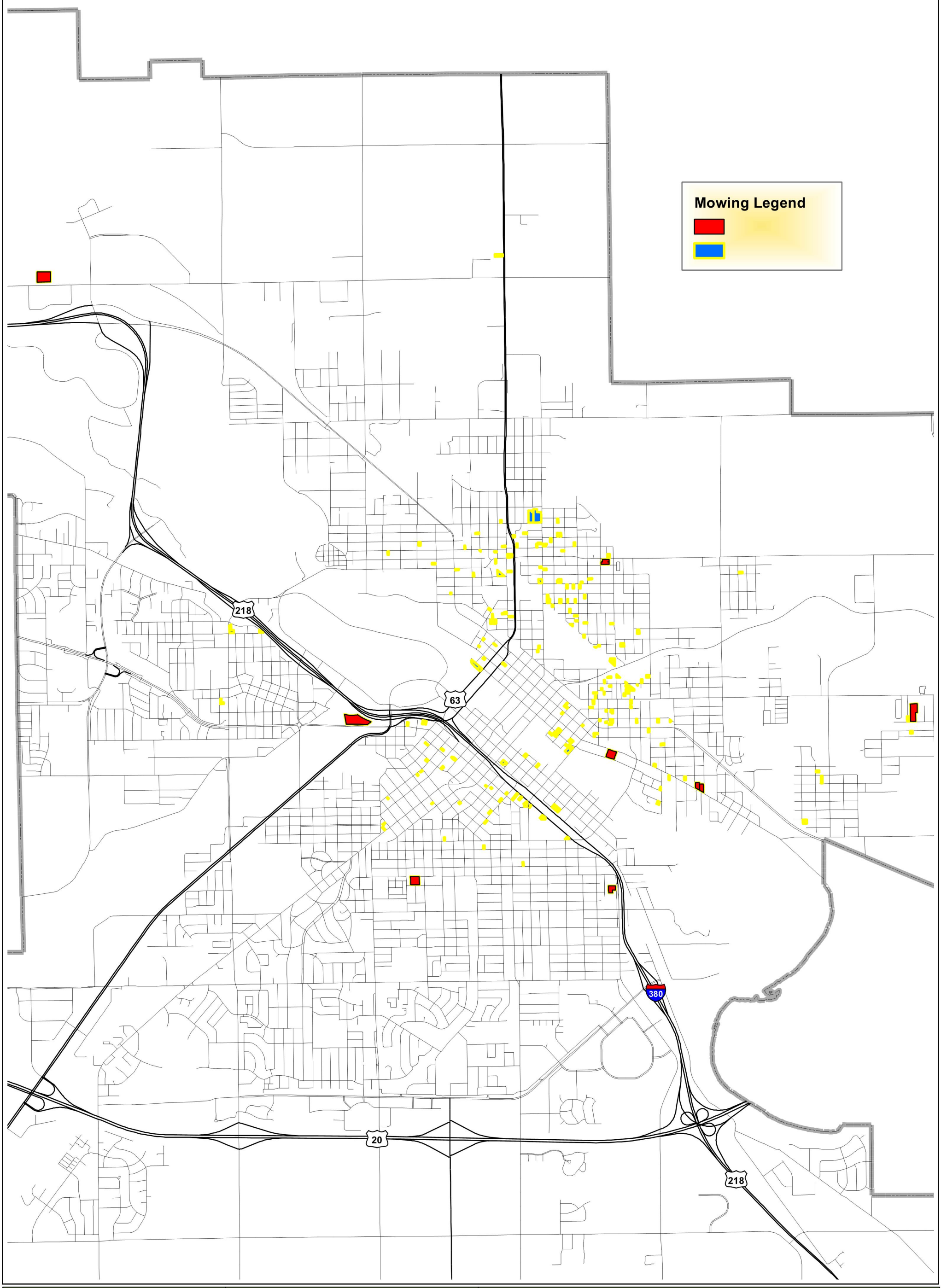
2022-2023 Mowing List as of 3/22/22				
Property	**Lot Sq ft**	**Sidewalk**	**PIN**	**Note**
North of 221 Ash St	8,456	y	891324429005	
South of 239 Ash St	8,458	y	891324429004	formerly 233 Ash St
South of the SW Cor. of Halstead St & Merriman St	2,478	n	891324409005	Mostly wooded. Have we historically mowed?
NE Cor. of Mulberry St & Oak Av	3,916	y	891323428020	Portion needed for right-of-way
North of 1015 Mobile St	4,773	n	891324260010	formerly 1017 Mobile St
North of 235 Jackson St	5,463	y	891324257010	formerly 239 Jackson St
Between 155 & 167 Harrison St	7,044	y	891323288003	
East of 155 Harrison St	7,044	y	891323288005	
East of 155 Harrison St	9,391	y	891323288006	
West of 137 Harrison St	4,696	y	891323288007	Consider combining these three parcels
South of the SW Cor. Of N Barclay St & Oneida St	4,669	y	891324183008	formerly 213 N Barclay St
400 Blk Logan Av South of 105 Lincoln St	4,020	y	891323285009	
400 Blk Logan Av South of 105 Lincoln St	7,059	y	891323285010	Consider combining both parcels. Formerly 421 Logan Av
West of 215 Oneida St	6,357	y	891324181014	formerly 211 Oneida St
East of 307 Oneida St	6,726	y	891324254004	Formerly 317 Oneida St. Ok to leave on mowing list…but we should chat with Antioch Baptist Church about them buying, or trading for a different parcel. In case they need to expand their parking lot.
South of 2306 City View St	7,357	n	891219205007	
East of 122 Sumner St	4,717	y	891324179005	Used as parking lot, look at selling. Formerly 132 Sumner St
100 Blk Sumner St West of 211 Linn St	8,472	y	891324176010	formerly 121 Sumner St
West of 410 Adams St	8,794	y	891324134009	formerly 402 Adams St
East of 418 Adams St	8,819	y	891324134013	formerly 426 Adams St
West of 519 Adams St	3,519	y	891324207008	formerly 509 Adams St
NW Cor. of Adams St & E 4th St	17,049	y	891324107006	Could Leisure Services mow since it is right across from the park?
South of 120 Peek St	5,630	y	891324208016	formerly 116 Peek St
North of 806 Logan Av	7,480	y	891324101009	formerly 812 Logan Av
West of 123 Conger St	7,509	y	891323228002	formerly 125 Conger St
South of 328 Ricker St	5,219	y	891313383009	formerly 821 Manson St
West of 437 Ricker St	7,115	y	891313381010	
East of 119 Ricker St	5,343	y	891313356010	formerly 129 Ricker St
NE Cor. of Ricker St & Hwy 63	4,888	y	891313354020	
North of 1809 E 4th St	7,755	y	891313356007	
East of 307 Gable St	7,347	y	891313377012	formerly 315 Gable St
300 Blk Gable St West of 1009 Manson St	7,344	y	891313377010	
600 Blk Ankeny St South of 99 Mosley St	6,519	n	891313352019	formerly 647 Ankeny St
East of 306 Charles St	7,340	y	891313331003	formerly 312 Charles St
West of 220 Independence Av	8,339	y	891325202003	
West of 824 Fowler St	8,424	y	891230106005	formerly 820 Fowler St
East of 307 Adams St	3,410	y	891324132026	
300 Blk Adams St East of 307 Adams St	8,579	y	891324132025	
West of 327 Adams St	8,581	y	891324132024	consider combining these three parcels
West of 117 Smith St	2,522	y	891324458021	formerly 115 Smith St
East of 518 Cottage St	6,709	y	891324251005	formerly 520 Cottage St
East of 620 Fowler St	7,006	y	891325234005	formerly 622 Fowler St
North of 902 Logan Av	9,167	y	891313357007	

2022-2023 Mowing List as of 3/22/22				
Property	**Lot Sq ft**	**Sidewalk**	**PIN**	**Note**
902 Logan Av	14,208	y	891313357008	Dunsmore house. Consider combining these two parcels
East of 126 Dearborn Av	8,541	y	891230305006	formerly 134 Dearborn Av
700 Blk Willow St East of 522 Beech St	13,858	y	891324427002	formerly 710 Willow St
East of 217 Independence Av	3,252	y	891324457014	formerly 223 Independence Av
South of 415 State St	8,380	y	891230151008	formerly 409 State St
200 Blk Courtland St South of 206 Irving St	2,261	y	891325202010	formerly 211 Courtland St
NE Cor. of Courtland St & Irving St	3,944	y	891325202011	Consider combining these two parcels
100 Blk Smith St West of 136 Smith St	3,770	y	891324459003	Formerly 120 Smith St. There appears to be a significant encroachment on this property…several hoop buildings. Property needs sold, buildings removed, or lease approved
North of 1804 E 4th St	4,211	y	891313379013	Formerly 1808 E 4th St. Under development agreement to sell soon
1804 E 4th St	5,760	y	891313379012	Consider combining these two parcels. Underdevelopment agreement to sell soon
700 Blk Vinton St North of 711 Vinton St	6,583	y	891324479011	formerly 717 Vinton St
700 Blk Vinton St North of 711 Vinton St	6,583	y	891324479010	Consider combining these two parcels
200 Blk of Hopkins Ct SE of 208 Salisbury St	4,495	n	891324184016	Formerly 220 Hopkins Ct. Demoed fall 2021.
East of 3116 Franklin St	9,015	n	891229276008	formerly 3126 Franklin St
West of 918 Newell St	52,380	n	891324203003	Formerly 820 Newell St. Over 1 acre.
1027 Sycamore St	2,389	y	891325137011	Building demolished in 2021
NW of 1027 Sycamore St	2,090	y	891325137012	formerly 1025 Sycamore St
NE of 1027 Sycamore St	4,479	y	891325137010	
1000 Blk of Sycamore SE of 204 E 8th St	8,958	y	891325137013	consider combining these 4 parcels
East of 215 Sumner St	5,658	y	891324177016	formerly 219 Sumner St
West of 225 Sumner St	5,656	y	891324177015	Formerly 223 Sumner St. Consider combining these two parcels.
North of 415 Lane St	7,149	y	891324457010	formerly 419 Lane St
00 Blk of Lane St, across street from 82 Lane St	4,120	y	891325251003	
NE of 410 Thompson Av	4,225	y	891323431012	formerly 414 Thompson Av
South of 326 Oak Av	1,754	y	891323430018	formerly 310 Oak Av
SW of 406 E 10th St	2,626	y	891325209011	formerly 1201 Mulberry St
South of 41 John St	6,233	n	891313351036	formerly 27 John St
South of 414 Logan Av	7,971	y	891324156007	formerly 408-410 Logan Av
South of 114 Warneka St	11,096	y	891313459019	formerly 915 Newell St
NE of 409 E 8th St	9,519	y	891325127007	formerly 411 E 8th St
SE of 906 Franklin St	2,785	y	891325127002	
East of 124 Center St	31,007	y	891323231002	Formerly 120 Center St. Demoed fall of 2021.
100 Blk of Sumner St West of 211 Linn St	8,400	y	891324176011	Formerly 115 Sumner St. Demoed summer 2021.
1000 Blk of Fulton St across from 1013 Fulton St	10,400	n	891229358002	Formerly 1004 Fulton Av. Demoed fall 2021.
1000 Blk of Fulton St across from 1013 Fulton St	5,200	n	891229358003	
1000 Blk of Fulton St across from 1013 Fulton St	3,180	n	891229358021	
1000 Blk of Fulton St across from 1013 Fulton St	5,070	n	891229358001	consider combining these four parcels
South of 171 Rebecca Ln	11,548	n	891229226026	Formerly 179 Rebecca Ln. Demoed fall 2021.
South of 171 Rebbecca Ln	12,067	n	891229226025	
East of 171 Rebbecca Ln	147,668	n	891229226024	Consider combining these three parcels. Over 1 acre.
123 E Parker St	82,291	y	891313307009	Former St. Mary's nunnery (Villia). Mow front yard only. Under 1 acre.
2127 E 4th St	126,154	y	891313307026	Former St. Mary's church and school. Mow front yard only. Under 1 acre.
1526 E 4th St	7,263	y	891324129013	On demo list for 2022. Mow front yard only until demo activity begins.

2022-2023 Mowing List as of 3/22/22				
Property	**Lot Sq ft**	**Sidewalk**	**PIN**	**Note**
1527 E 4th St	4,271	y	891324105007	On demo list for 2022. Mow front yard only until demo activity begins.
100 Blk of Shilliam Av across from 209 Jackson St	5,164	y	891324405003	Formerly 118 Shilliam Av. Demoed fall 2021.
West of 218 Cottage St	8,441	y	891324176002	Formerly 214 Cottage St. Demoed fall 2021.
900 Blk of Linden Av North of 751 Glenwood St	6,046	y	891324476004	Formerly 915 Linden St. Demoed fall 2021.
900 Blk of Linden Av North of 751 Glenwood St	6,047	y	891324476003	Consider combining these two parcels
West of 729 Glenwood St	6,300	y	891324476009	Formerly 725 Glenwood St. Demoed fall 2021.
West of 150 Harrison St	4,346	y	891323285027	Formerly 154 Harrison St. Demoed fall 2021.
West of 246 Hogle St	5,473	y	891230308009	Formerly 242 Hogle St. Demoed fall 2021.
West of 246 Hogle St	5,501	y	891230308008	Consider combining these two parcels
SE Cor. of Merriman St & Halstead St	3,564	y	891324410001	Formerly 200 Merriman St. Demoed fall 2021
105 E 11th St	26,880	y	891325181005	Former lumber yard. On demo list for 2022
307 Sumner St	4,722	y	891324178017	On demo list for 2022.
335 Sumner St	5,072	y	891324178010	On demo list for 2022.
615 Glenwood St	1,892	y	891324477011	On demo list for 2022.
408 Courtland	10,200	y	891325208002	On demo list for 2022. Mow front yard only until demo activity begins.
70 Sycamore St	39,636	y	891323476001	Former Crystal Ice building.
90 Sycamore St	15,228	y	891323476002	Former Crystal Ice building.
516 Pine St	3,810	y	891324310002	Soon to be sold to developer to be rehabed.
521 Pine St	4,601	y	891324307010	Soon to be sold to developer to be rehabed.
West of 508 Adams St	8,743	y	891324210001	
East of 427 Rath St	4,056	y	891230303007	
East of 2012 Lafayette St	7,554	y	891230304006	
1515 Sycamore St	94,009	y	891325259002	Former Rath Administration building. Over 1 acre.
East Cor. of Sycamore St & E 10th St	10,272	y	891325180014	
NW of 1217 Sycamore St	6,688	y	891325180013	formerly 1211 Sycamore St
Between 508 & 526 Locust	1,927	y	891326331006	formerly 520 Locust St
Between 1128 & 1206 Washington St.	9,380	y	891325307007	
Adj. to 622 W 9th St	2,774	y	891326432012	formerly 626-628 W 9th St
West of 1129 South St	7,323	y	891325307024	
East of 1023 South St	3,566	y	891326433006	formerly 1029 South St
NW of 1316 Washington St	3,167	y	891325354049	City acquired from State CLD 623 Pg 63. Is planning responsible to mow?
NE of 622 W 9th St	2,854	y	891326432010	
East of 1421 Hawthorne Av	5,415	y	891336105018	formerly 1423 Hawthorne Av
West of 1133 Bertch Av	6,362	y	891335226017	Formerly 1131 Bertch Av. This property should be a high priority to sell
SE of 1018 Wellington St	8,423	y	891326476006	formerly 1020 Wellington St
SE of 915 Commercial St	6,784	y	891325153003	formerly 919-925 Commercial St (Castle Apartments)
100 Blk W 8th St SE of 915 Commercial St	3,618	n	891325153002	Consider combining these two parcels
SE of 1218 Washington St	6,853	y	891325307032	
NW Cor. of W 11th St & South St	10,832	y	891325307033	Consider combining these two parcels
NW of 1124 Washington St	8,447	y	891325307003	formerly 1120 Washington St
NE of 620 W 7th St	2,421	y	891326426007	formerly 614 W 7th St
NE of 619 W 7th St, behind 908-910 South St	3,000	n	891326431002	Formerly 613 W 7th St. Alley access only.
NW of 1108 Grant Av	6,981	y	891326481001	formerly 1100 Grant Av
West of 815 Williston Av	4,365	y	891326459020	Formerly 811 Williston Av. Demoed summer 2021. Soon to be sold to adjacent property owner.

Exhibit "B"

2022-2023 Mowing List as of 3/22/22				
Property	**Lot Sq ft**	**Sidewalk**	**PIN**	**Note**
SW of 326 W 14th St	4,210	y	891325377008	formerly 328 W 14th St
742 Grant Av	3,936	y	891326411007	Building demolished in 2021
325 W 13th St	8,300	n	891325377011	Building demolished in 2021.
SW of 325 W 13th St	11,308	n	891325377010	
1500 Blk of Bluff St NW of 326 W 14th St	5,653	n	891325377009	
NE of 326 W 14th St	8,540	y	891325377006	
817 Bluff St	20,517	y	891326283016	Quonset Hut part of former Johnstone Supply. Includes sidewalk along W 7th St
SE of 1103 Commercial St	8,395	y	891325155013	
NW Cor. of Williston Av & US Hwy 218	8,239	y	891325382012	
East of 401 Eureka St	100,520	n	891335138019	South half of former Blatimore Field. Over 1 acre.
SE of 1426 Washington St	7,233	y	891325354011	
SE of 1426 Washington St	7,030	y	891325354012	
SE of 1426 Washington St	6,995	y	891325354013	Consider combining these three parcels.



City of Waterloo, Iowa

N
W
E
S

BID OPENING APRIL 7, 2022

2022 and 2023 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract.

Bid Estimate:

$9.75 Per Lot Option A
$40.00 Per Hour Option B

NAME & ADDRESS OF BIDDER	BID OPTION A	BID OPTION B	BID SECURITY
B&B Lawn Care, Inc. Waterloo, Iowa	$12.99	$57.00	5%

BID OPENING APRIL 7, 2022

2022 and 2023 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract.

Bid Estimate:

$9.75 Per Lot Option A
$40.00 Per Hour Option B

NAME & ADDRESS OF BIDDER	BID OPTION A	BID OPTION B	BID SECURITY
B&B Lawn Care, Inc. Waterloo, Iowa	$12.99	$57.00	5%

CITY OF WATERLOO

Council Communication

FY2023 Complaint Mowing with Complaint Snow Removal Contract.

City Council Meeting: 4/18/2022
Prepared: 4/6/2022

ATTACHMENTS:

Description	Type
FY 2023 Mowing Contract	Backup Material
Bid Tabulation	Backup Material
P & J Operations L.L.C - Contract	Backup Material
B & B Lawn Care, Inc - Contract	Backup Material

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.
Motion to receive, file and instruct City Clerk to read bids.
Resolution approving award of bid to P & J Operations, L.L.C, of Waterloo, Iowa, Option A $1,050.00 per occurrence, Option B $1,150.00 per occurrence, Option C $25.00 per man hour, and to B & B Lawn Care, Inc., of Waterloo, Iowa for Option D $79.00 per man hour, and approving the contract, bonds and certificate of insurance, in conjunction with the FY 2023 Complaint Mowing with Complaint Snow Removal Contract, and authorizing the Mayor and City Clerk to execute said documents.

Submitted by: Submitted By: Martin M. Petersen, City Attorney

Recommended Action: Approve resolutions.

Proper Order –
FY 2023 Complaint Mowing with Complaint Snow Removal Documents

a. Cover Page

b. Notice to Bidders

c. Instruction to Bidders

d. General Conditions

e. Specifications

f. Bid Form

g. Statement of Bidders Qualifications

h. Bid Bond

i. Non-Collusion Affidavit of Prime

j. Non-Collusion Affidavit of Sub

k. Equal Opportunity Clause

REQUEST FOR PROPOSALS –

FY 2023 COMPLAINT MOWING WITH COMPLAINT SNOW REMOVAL

The City of Waterloo is soliciting proposals to provide equipment and labor for mowing of City of Waterloo complaint properties and removal of snow from complaint properties (the "Services") on a scheduled or as-needed basis. All proposals shall include a complete price quote.

Conditions governing the Services are contained in Exhibit "A", the proposed form of Contract, attached to this RFP and by this reference incorporated herein.

A. SUBMITTING AND OPENING PROPOSALS

All proposals must be received in a sealed envelope in the City's Clerk's office (date and time stamped) by Thursday, March 31, 2022 at 1:00 p.m., Central Time (our clock) in order to be considered. The City Clerk's office is located at 715 Mulberry St., Waterloo, Iowa 50703. *Proposals sent electronically or via facsimile will not be accepted.* The mailing container or envelope shall be plainly marked on the outside with the notation "SEALED RFP FOR FY 2023 MOWING AND SNOW REMOVAL," and the name of the company submitting the proposal.

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

Proposals will be opened on Thursday, March 31, 2022, at 1:00 p.m. Central Time in the Council Chambers at City Hall, 715 Mulberry Street, Waterloo. The main purpose of this opening is to reveal the name(s) or the Proposer(s), not to serve as a forum for determining the awarded proposal(s).

B. SCOPE OF SERVICES

Services to be performed by the successful respondent (the "Contractor") for the City will be those described in the form of Contract attached hereto as Exhibit "A" and the Specifications, which generally include but are not limited to mowing complaint properties on an as-needed basis, and removing snow and ice from complaint properties on an as-needed basis.

C. REQUIRED INFORMATION:

1. See the Waterloo Code Enforcement Department bid form. All bids must be submitted on said bid form.
2. Important Exceptions to Contract Documents – The Proposer shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.
3. Incomplete Information – Failure to complete or provide any of the information requested in this RFP may result in disqualification by reason of non-responsiveness.

D. AWARD OF CONTRACT

1. Final selection of a contractor will be made of the responsive and responsible firm whose proposal, conforming to these documents, is most advantageous and offers the greatest overall value to the City of Waterloo with regard to the criteria detailed and the specifications set forth herein. The City will evaluate proposals in light of all factors it considers relevant, including but not limited to price, prior dealings, reputation, knowledge, skills, demonstrated commitment of the humane treatment of animals, demonstrated experience in managing and working with animals, nature and quality of facilities, and other information provided by the proposer in response to this RFP.
2. The City reserves the right to accept or reject any or all proposals and to waive any informalities or irregularities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any proposer. The City reserves the right to defer acceptance of any proposal for a period not to exceed sixty (60) calendar days from the date of the deadline for receiving proposals.
3. The City may select a proposer based on an "all or none" proposal, on individual responses, or as is otherwise deemed to be in the best interest of the City.
4. A Proposer's submission of a proposal constitutes its acceptance of the City's evaluation technique described in this section and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.
5. Any Contract award(s) made by the City of Waterloo is subject to prior approval by the City of Waterloo City Council.
6. After award, the Proposer will be required to enter into a written contract with the City that is substantially in the form attached hereto as Exhibit "A".
7. In the event a contract is terminated between both parties for any said reason, the City of Waterloo will award the contract by offer to the next qualified bidder. The City of Waterloo reserves the right to award only those proposals that were opened in the City Clerk's Office on Thursday, March 31, 2022.

E. MISCELLANEOUS

1. Questions regarding Code Enforcement will be directed to Maria Downing in the Code Enforcement Department, 319.291.3820, Monday through Friday from 7:00 a.m. to 3:00 p.m.
2. This Request for Proposal does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.

F. GENERAL TERMS AND CONDITIONS OF PROPOSAL

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

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

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

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

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

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

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

8. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 30 days after acceptance and on receipt of an original invoice.

9. **MODIFICATION, ADDENDA & INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the signature page.

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

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

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

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

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

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

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

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

EXHIBIT A

CONTRACT PROVISIONS

CITY OF WATERLOO, IOWA

CODE ENFORCEMENT DEPARTMENT

CONTRACT

for

FY 2023 COMPLAINT MOWING WITH COMPLAINT SNOW REMOVAL

This Contract for Complaint mowing and Snow removal (the "Contract") is made and entered into on _____, 2022, by and between the City of Waterloo, Iowa (the "City"), and _____ (the "Contractor").

1. The Contractor shall furnish all supervision, technical personnel, labor, materials, supplies and equipment to perform all work required for the Contract work as described in the Specifications.

2. The Contract Documents shall consist of the following:

    a. This Contract
    b. Request for Proposals
    c. Notice of Hearing
    d. Instruction to Bidders
    e. Signed copy of Bid
    f. General Conditions
    g. Specifications

These documents form the Contract Documents and are all fully incorporated as a part of this Contract as if attached to this Contract or set forth in full herein. In the event of any conflict or ambiguity among the Contract Documents, the document in the order set forth above that first addresses the issue or provision in question shall be govern.

3. The Contractor agrees to commence the work within twenty-four (24) hours after the City issues a "Notice to Proceed" and to complete the work within the given timeframe. Time is of the essence in the performance of duties under this Contract. The Contractor also agrees to the following:

    a) The Contractor will remove all litter, garbage, or junk on vacant lots and/or vacant properties that would be cause the Contractor not to be able to fulfill the obligation of weed/grass or snow removal at their own cost.
    b) Contractors will abide by ordinance sections
        a. 7-1-2B(1) Contractors will not be permitted to transfer snow onto or across any city street or alley. In the event snow is transferred into the street, it shall be removed by the Contractor.
        b. 7-1-2F Contractors will not be permitted to blow weeds/grass onto or across any street or alley. In the event weeds/grass is transferred into the street it shall be removed by the Contractor
    c) **Contractors shall bag all weeds/grass taller than 12" in residential areas and dispose of the rubbish properly. Disposal can be done at the City of Waterloo Yard Waste Site located at 2749 Independence Ave., Waterloo, Iowa.**

a. **No branches may exceed two and one-half inches (2 ½") in diameter and three and one-half feet (3 ½') in length.**
b. **No logs or full sized trees.**
c. **Must provide proof of identification upon arrival at the yard waste site. List of employees identification must be pre-approved and on file with the Code Enforcement department before dropping off.**
d. **Yard waste drop off may only be utilized Monday through Friday, no exceptions.**

d) **All loads being transported on city streets must be covered and contained. Ordinance 4-3A-4.**
e) Contractors are not to mow or trim any flowers or gardens unless specified by the Code Enforcement Department.
f) Contractors will trim around all trees, telephone poles, fences, structures, curbs and on the backside of alleys.
g) **Contractors must have a camera that will time stamp and date photos.** Photos must be taken of the property before work begins and when the work is finished.
h) Contractors will be provided with a yardstick that must be used to measure the length of the grass in each set of photos taken while at a property.
i) **Referrals may only be completed between 6:00am – 8:00pm.**
j) **The City of Waterloo will not be obligated to pay the full amount for referral work when all necessary photos required by the Contractor have not been turned into our office.**
k) In the event the Code Enforcement Department finds that the Contractor did not fulfill its obligation, the Contractor will be required to go back to the property at no additional cost to the city or owner of the property.
l) During snow removal, the sidewalks will be cleared the width of the sidewalk and to the concrete unless ice prevents such removal. In the event the ice is unable to be removed the Contractor will be required to lay down sand, salt, or a mixture of both.
m) Charges for sand, salt or both will be determined by following: The owner shall be charged $15 for any amount of salt that needs to be used to assist in the removal of ice from the sidewalk per residence. If the property is located on a corner lot the owner of the property shall be charged $30 for any amount of salt that needs to be used to assist in the removal of ice from the sidewalk provided that ice removal is needed on both sidewalks. Prior approval is required in the event you feel additional salt is necessary.
n) Contractor shall remove all involuntary vines, brush, or trees along any fence and the portion of property to the alley when referral is given by the Code Enforcement Department.
o) The owner shall be charged one amount of 15 minutes travel time in addition to all other fees applied per referral.
p) **Completed referrals must be turned into our office every two (2) weeks with paperwork and photos for review.**
q) **Any completed referral paperwork turned in after fourty-five (45) days will be subject to non-payment.**
r) Properties found in compliance upon arrival of contractor, will not result in additional charges to the City of Waterloo from the Contractor.
s) Unless prior approval has been given, the City of Waterloo will only be obligated to pay for the work of two people per referral.

4. The Contractor agrees to comply with and obey all ordinances of the City of Waterloo relating to the obstruction of streets and alleys, keeping open passageways for water and traffic, and maintaining proper and sufficient barricades with lights and signals during all hours of darkness.

5. Except as to any negligence of City, its officials, officers, employees or agents in the performance of any duty under this Contract, and to the extent not covered by insurance maintained by Contractor, Contractor agrees to defend and indemnify City, its officials, officers, employees and agents, and to hold same harmless, from and against any and all claims, demands, causes of action, losses, costs, or liabilities whatsoever, including but limited to reasonable attorneys' fees and expenses, arising from or in connection with the acts or omissions of Contractor in performing the work contemplated by this Contract.

6. Contractor shall be responsible for all damage to public or private property. If public or private property is damaged by Contractor and is not repaired in a timely manner as determined by City, City has the option of having the damage repaired at the Contractor's expense, to be reimbursed to the City or withheld from future payments to Contractor hereunder.

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

8. The City, at its sole discretion and without waiving any claims or rights, may allow for partial payment for the work included on an invoice for which all services have not been delivered or accepted. The City may withhold payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the Contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause.

9. In the event that Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Contract, and if such default remains uncured for a period of seven (7) days after notice thereof shall have been given by City to Contractor, then City may declare that Contractor is in default hereunder and may terminate this Contract by delivery to Contractor of written notice of termination, and/or take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder. Contractor shall be entitled to only one such notice, and in connection with any subsequent breach then City may terminate this Contract upon seven (7) days' advance written notice. In the event of termination, the Contractor shall be compensated for all necessary services performed through the termination date. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that City prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by City.

10. In addition to paragraph 9 above, this Contract may be terminated at any time, in whole or in part, upon the mutual written agreement of the parties. City may also choose to terminate this Contract at any time without cause by delivering to Contractor twenty-one (21) days' advance written notice of termination.

11. Contractor may not assign, delegate or subcontract any of its duties hereunder without the prior written consent of City.

12. Because time is of great importance when completing referral work, the Contractor must notify the City of Waterloo at least two (2) weeks in advance including who will be filling in for them for any planned time off.

13. Any notice under this Contract shall be in writing and shall be delivered in person or by United States registered or certified mail, postage prepaid and addressed:

City

City of Waterloo, Iowa
715 Mulberry St.
Waterloo, Iowa 50703
Attn: City Clerk

Contractor

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, or (ii) three (3) business days following the date of deposit if mailed as stated above.

14. Nothing in this Contract shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the parties nor, except as expressly set forth herein, to create any liability for one party with respect to the liabilities or obligations of the other party or any other person. Contractor is an independent Contractor.

15. This Contract shall be binding upon and inure to the benefit of the parties and the respective successors and assigns of each.

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

17. This Contract, together with the Contract Documents, constitutes the entire agreement between the parties pertaining to the subject matter hereof. This Contract may not be modified or amended except by the mutual written agreement of the parties.

18. 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 the work, the City agrees to pay the Contractor as set forth on Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the parties have executed this Contract for Complaint Mowing and Snow Removal by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA

_____
Mayor

_____
City Clerk

CONTRACTOR

_____
Name of Contractor

By: _____

Title: _____

CITY OF WATERLOO, IOWA
CODE ENFORCEMENT DEPARTMENT
NOTICE OF PUBLIC HEARING
On Proposed Specifications and the
NOTICE TO BIDDERS

for

FY 2023 COMPLAINT MOWING WITH COMPLAINT SNOW REMOVAL

RECEIVING OF BIDS
Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in City Hall, 715 Mulberry St, Waterloo, Iowa, on or before **Thursday, March 31, 2022, until 1:00 p.m,** for the **FY 2023 COMPLAINT MOWINGS WITH COMPLAINT SNOW REMOVAL** as described in the plans and specifications now on file in the City Clerk's office and the Code Enforcement Department.

OPENING OF BIDS
All proposals received for the **FY 2023 COMPLAINT MOWING WITH COMPLAINT SNOW REMOVAL** will be opened in the second floor Council Chambers at City Hall, Waterloo, Iowa, on **Thursday, March 31, 2022, at 1:00 p.m.**, and the proposals will be referred to the Code Enforcement Department for recommendation of award. The bid opening will be livestreamed on YouTube and made available on the City website.

PUBLIC HEARING
Notice is hereby given that the Waterloo City Council will conduct a public hearing on the proposed specifications and form of contract for the **FY 2023 COMPLAINT MOWING WITH COMPLAINT SNOW REMOVAL** at the City Council Meeting, **Monday, April 18, 2022.** The hearing will be held in the City Council Chambers in Waterloo City Hall. The contract documents are on file in the City Clerk's office, 715 Mulberry St., and the Code Enforcement Department, 626 Mulberry Street, Waterloo, Iowa for public examination. Any person interested may file written objection with the City Clerk before the date set for the hearing or appear and make objection at the meeting.

SCOPE OF WORK
The Contractor shall provide all labor, equipment and materials necessary to mow and/or remove snow from the designated areas in accordance with these specifications.

CONTRACT PERIOD
The period of time covered under this proposed contract shall be approximately April 25, 2022, through March 31, 2023.

PROPOSALS SUBMITTED
All bids must be submitted on forms supplied by the Code Enforcement Department. The bidder shall bid on a per unit price (WITH EACH "Option" treated as a separate unit) as shown on the Bid Form. Each unit should be bid as a stand-alone item and not merely as a component of a total bid package that includes all options together.

BID SECURITY REQUIRED
All bids must be accompanied, in a separate envelope, by a certified or cashier's check drawn on an Iowa bank chartered under the laws of the United States or the State of Iowa, a certified share draft drawn on a Credit Union in Iowa chartered under the laws of the United States or the State of Iowa, or a bid bond payable to the City of Waterloo, Iowa, in the sum of **Fifteen Hundred Dollars ($1,500.00)**, which certified check, certified share draft, or bid bond will be held as security that the Bidder will enter into a Contract for the mowing and snow removal 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, the bid security may be retained by said City as agreed liquidated

damages. If a bid bond is used, it must be signed by both the bidder and the surety or the surety's agent. Signature of surety's agent must be supported by accompanying Power of Attorney.

CONTRACT AWARD

The Code Enforcement Department has divided the contract into four (4) areas as indicated on the Bid Form. Each is severable from the others and may be the subject of a separate contract.

The City shall award one or more Contracts to the responsible Bidder(s) whose bid, conforming to the Specifications and without regard to whether the bid is made on a per-option or a total basis, is most advantageous to the City, and the Code Enforcement Department price and other factors considered. The City reserves the right to award a contract for any single Option, any combination of Options, or all Options together. The intention is not to award the contract at the time of bid opening, but to award the contract after review of bids and bidder information by the City and the Code Enforcement Department such that the award is made within thirty (30) days after bid opening.

The City reserves the right to waive any and all parts of a specific bid.

AFFIRMATIVE ACTION PROGRAM

The successful Bidder and any subcontractors will be required to execute and have approved an Affirmative Actions Program or Update before beginning work on the project, if they have been awarded an aggregate of $10,000 in city projects during the current calendar year.

METHOD OF PAYMENT TO CONTRACTOR

Payment to the contractor for services performed shall be paid on a monthly basis. Payments shall be based on the actual number of acres mowed during the previous period. A detailed bill of completed work must be received and approved by the Code Enforcement Department for Complaint Mowing with Complaint Snow Removal located at 626 Mulberry St., Waterloo, Iowa before payments will be made. Actual number of acres mowed must agree with numbers recorded by the Code Enforcement Department.

The billing shall include:

- Address of properties
- Pictures of properties prior to mowing/snow removal
- Pictures of properties when mowing/snow removal completed
- Fence line pictures of neighboring properties. (claiming damage protection)
- Pictures to be dated & time stamped
- Area or time billed for (depending on bid proposals)
- Extra material used (salt)

Published by order of the City Council of said City of Waterloo, Iowa, on the _____ day of _____, 2022

City of Waterloo, Iowa,

_____
Kelley Felchle, City Clerk

CITY OF WATERLOO, IOWA

CODE ENFORCEMENT DEPARTMENT

INSTRUCTION TO BIDDERS

I. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the Request for Proposals 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 Request for Proposals and will be furnished to all prospective bidders. Its receipt by the bidder must be acknowledged in the space provided on the Bid 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.

II. PROPOSALS SUBMITTED

All bids must be submitted on forms supplied by the Code Enforcement Department. Before submitting a bid, each bidder shall carefully read the specifications and all other contract documents. Each bidder shall be fully informed, prior to the bidding, as to all existing conditions and limitations under which the work is to be performed and shall include in this bid a sum to cover the cost of all items necessary to perform the work as set forth in the contract documents. No allowance will be made to any bidder because of lack of such examination or knowledge. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examination.

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout and they shall be deemed to be included in the Contract the same as though herein written out in full.

III. LATE BIDS AND MODIFICATIONS OR WITHDRAWALS

Bids and modifications or withdrawals thereof received at the office designated in the Request for Proposals and 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, will be considered at any time it is received and may thereafter be accepted. Bids may be withdrawn by written request received from bidders prior to the time set for closing of bids.

IV. PUBLIC OPENING OF BIDS

Bids will be publicly opened at the specified time and place for opening in the Request for Proposals and Notice to Bidders. Their content will be made public for the information of bidders and others interested who may attend the opening virtually.

V. 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 it 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 include with the bid, a Non-Collusion Affidavit in the form herein provided, to the effect that it 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.

VI. MBE/WBE CONTRACT COMPLIANCE PROGRAM

All Bidders have the responsibility to comply with the City of Waterloo MBE/WBE Contract Compliance Program.

City of Waterloo Contract Compliance:

Rudy D. Jones, Director
Community Development Board
620 Mulberry Street Suite 202
Waterloo, Iowa 50703
(319) 291-4429

VII. 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 project 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.

VIII. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall, upon request of the Code Enforcement Department submit on the form furnished a statement of the Bidder's qualifications, his/her experience record in completing the type of project proposed, and equipment available for the work contemplated; and when requested, a detailed financial statement. The Code Enforcement Department shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform obligations under the Contract; and the Bidder shall furnish the Code Enforcement Department 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 Code Enforcement Department that the Bidder is qualified to carry out properly the terms of the Contract.

IX. 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, an agreement in the form included in the contract documents in such number of copies as the City, may require.

B. 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 Conditions. 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 Named Insured." The contractor shall similarly submit his subcontractor's certificates of insurance in the same amounts for approval before each commences work. The

contractor shall carry or require that there be Worker's Compensation insurance for all its employees and those of its subcontractors engaged in work at the site, in accordance with State Worker's Compensation Laws.

C. 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, may grant, based upon reasons determined sufficient by the City, may either award the contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and 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, or Code Enforcement Department for a refund.

CITY OF WATERLOO, IOWA

CODE ENFORCEMENT DEPARTMENT

GENERAL CONDITIONS

Definitions
Whenever used in any of the Contract Documents, these terms shall be defined as follows:

Contract - means the Contract or Agreement executed by and between the City of Waterloo and the Contractor.

Owner or Local Public Agency (LPA) - means the Code Enforcement Department.

Contractor - means the person, firm or corporation entering into the Contract with the City of Waterloo, to maintain properties as described in the Specifications provided.

Contract Documents - means and shall include the following: Executed Contract or Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed copy of Bid, General Conditions, Special Conditions, Specifications, and (Plans or Drawings when required).

Superintendence by Contractor
Except where the Contractor is an individual and gives personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Code Enforcement Department/City of Waterloo, on the work site at all times during working hours with full authority of the Contractor. The Contractor shall also provide an adequate staff to properly coordinate and expedite the work.

The Contractor shall lay out and be responsible for all work executed under this Contract. The Contractor shall verify all information before proceeding with the work and be held responsible for any error resulting from failure to do so.

Other Contracts
The City of Waterloo may award or may have awarded other Contracts for additional work, and the Contractor shall cooperate fully with other Contractors, by scheduling work under this Contract with that to be performed under other Contracts as may be directed by the Code Enforcement Department/City of Waterloo. **The Contractor shall not commit or permit any act in which will interfere with the performance of work by any other Contractor as scheduled.**

Fitting and Coordination of the Work
The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all Subcontractors engaged upon this Contract. The Contractor shall be prepared to guarantee to each Subcontractor the locations and measurements which they may require for the fitting of their work to all surrounding work.

Care of Work
The Contractor shall be responsible for all damages to person or property that occur as result of negligence in connection with the execution of work and shall be reasonable for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the Code Enforcement Department.

The Contractor shall provide sufficient security, both day and night, including weekends and holidays, from the

time the work is commenced until final completion and acceptance, except when work being performed does not require protection. The Contractor shall be responsible for any loss of work, materials, equipment or time due to acts of any person on the project site. Therefore, it is the responsibility of the Contractor to determine when security is needed.

The Contractor shall avoid damage to existing sidewalks, streets, curbs, pavements, structures, and utilities except those which are to be replaced or removed. Any damage caused by the Contractor's operation shall be completely repaired at no expense to the Owner.

General Requirements

The Contractor shall be responsible for being informed as to all existing conditions and limitations under which the work is to be performed. No extra allowance will be made because of lack of such examination or knowledge.

The Contractor shall not disturb existing walks, drives, parking areas, trees, shrubs, or turf areas outside the limits of the project. If disturbed, these items shall be replaced by the Contractor at no cost to the City or the Owner.

Trees and shrubs located in or near the project area shall be protected by the Contractor from damage by workers and equipment during time of performing services. Upon request, the City Forester will determine the extent of protection necessary for the trees.

Permits and Codes

The Contractor shall give all notices required by, and comply with all applicable municipal and state laws, ordinances and codes.

Liability Insurance

The Contractor shall at all times during the term of the Agreement maintain in full force and effect, at its own expense, Employer's Liability, Worker's Compensation, Automobile, Public Liability and Property Damage Insurance, and other insurance and bonds as set forth below, including contractual liability coverage for the indemnity and hold harmless provisions of this Agreement. Each policy shall require at least 30 days' advance written notice to the City in the event of cancellation or material change in terms. **The City of Waterloo, Iowa shall be specifically named as an additional insured on all insurance.** Such coverages shall be primary, non-contributing and contain waivers of subrogation against any coverage held by the City. Before commencement of work hereunder, the Contractor agrees to furnish the City with certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. Insurance coverages shall comply with the limits specified below:

Coverages	Limits of Liability
Worker's Compensation	Statutory
Employer's Liability	$500,000
Bodily Injury Liability (Except automobile)	$1,000,000 each occurrence
Property Damage Liability (Except automobile)	$1,000,000 each occurrence
Automobile Bodily Injury Liability	$1,000,000 each occurrence
Excess Liability	$5,000,000
Automobile Property Damage Liability	$1,000,000 each occurrence

Removal of Debris, Cleaning, Etc.

The Contractor shall periodically, or as directed during the progress of the work, remove and legally dispose of all surplus material and debris, and keep the project area reasonably clean. Upon completion of the work, the Contractor shall remove all debris and equipment provided for the work and put the whole site of the work in a neat and clean condition.

CITY OF WATERLOO, IOWA

CODE ENFORCEMENT DEPARTMENT

SPECIFICATIONS

for

FY 2023 COMPLAINT MOWING WITH COMPLAINT SNOW REMOVAL

SCOPE OF WORK

The Contractor shall provide all labor, equipment and material necessary to mow and/or remove snow from designated areas in accordance with these specifications. References in these specifications to the Code Enforcement Department shall include the City of Waterloo.

PROPERTY COMPLAINT MOWING

Assigned areas will be mowed on a one time only basis. The Code Enforcement Department will give out work orders for any work done in this area, which shall be completed within 72 hours from receiving work order. The City will be in charge of any large item and tire removal clean up that will be done on any of these properties. Contact the Code Enforcement Department (319.291.3820) for pickup. Mowing height will be four (4") maximum.

Contractor shall be able to abate hedge/volunteer trees where necessary for clearance of sidewalks and other rights-of-way. Also after mowing property, it shall meet city codes and excess grass removed from the property and sidewalk. If for any reason Code Enforcement finds that a property is still in violation, after the contractor has done the abatement, the contractor shall return to the property and make the necessary corrections **without** additional costs to the City.

If the contractor arrives at the property, and the property has been mowed, the contractor shall obtain a photo and contact Code Enforcement to verify the property is in compliance. In the event Code Enforcement is unable to meet the contractor at the time, the contractor shall continue on to the next referral and Code Enforcement will inspect the property when time permits and notify the contractor whether they have to return to abate a weed violation.

PROPERTY COMPLAINT SNOW REMOVAL

Assigned areas shall have snow removed on a one-time basis. The Code Enforcement Department will give out work orders for any work done in these areas, which shall be completed within 48 hours from receiving work order.

Sidewalks need cleared the width and length of the property down to the pavement. A good-faith attempt will need to be made to clear down to the pavement. In the event that it is impossible, because of ice or other hazard, then sand or other abrasive material, (such as Ice Melt or another approved product) may be used so pedestrian traffic is safe. Only use sand/ice melt in amounts to make pedestrian traffic safe. Do not coat sidewalk with a large amount of sand, use only amounts necessary to make sidewalks safe.
All work must comply with the City of Waterloo Codes & Ordinances or contractor shall return to the property and make the necessary correction **without** additional costs to the City.

VACANT LOTS

Once these lots have been issued their first notice for the season, they will be placed on an as needed basis mowing schedule from approximately April 25th to October 31th, 2022 for a maximum of 5 mowing's. **It will be the responsibility of the Code Enforcement Department to inform you of your as needed mowing schedule.**

There is a possibility of approximately 70 vacant lots with each lot averaging 0.25 of an acre.

DILAPIDATED STRUCTURES

Once these dilapidated structures have been issued their first notice for the season, they will be placed on an as needed basis mowing schedule from approximately April 25th to October 31th, 2022 for a maximum of 5 mowing's. **It will be the responsibility of the Code Enforcement Department to inform you of your as needed mowing schedule.**

There is a possibility of approximately 50 dilapidated structures with each lot averaging 0.25 of an acre.

All vacant lots and dilapidated structures listed on the paperwork you receive from the Code Enforcement department must be completed and turned into our office within two (2) weeks from the time you pick it up.

SITE CLEAN-UP

Prior to each mowing the Contractor shall remove all trash and debris including paper, branches, rocks, and other portable objects. All trash and debris shall be legally disposed of, off site, at no additional expense to the Code Enforcement Department. Additionally, the contractor shall be responsible for cleaning up and repairing all damage created by snowplow & snow removal operations. This includes adding soil and seeding damaged areas as needed.

SCHEDULING OF WORK

Areas to be mowed shall be divided into categories for type and frequency of mowing. The listed schedules are for bid purposes only. The Code Enforcement Department may add or delete mowing of areas based on growing conditions and budget constraints.

GRASS CUTTING

Grass shall be cut to an even height of four inches (4"). Grass cutting shall be accomplished in a manner so as not to result in scalping, bunching, rutting, uneven or rough cutting. All scalping, bunching, rutting or uneven rough cutting shall be promptly remedied by the Contractor to the satisfaction of the Code Enforcement Department with no additional cost to the Code Enforcement Department. Grass clippings shall not be blown, left or land on any road surfaces in accordance with applicable laws and City ordinances. In areas such as narrow medians, clippings shall be bagged or mulched straight down.

TRIMMING

Along with each mowing, the Contractor shall trim around trees, shrubs, poles, fences and other objects to match the height and appearance of the surrounding vegetation. Only upon request of the Code Enforcement Department will you be required to edge vegetation growing over curb and sidewalk.

DAMAGE PROTECTION

The Contractor shall avoid damage to existing sidewalks, streets, curbs, pavements, structures, signs, mailboxes, fences, benches, utilities, and other fixtures. Any damage caused by the Contractor shall be completely repaired at no additional cost to the Code Enforcement Department.

All work shall be done in a manner so as not to result in damage to trees or shrubs. At no time shall any mowing or trimming equipment come in contact with any tree or shrub. Any tree or shrub damaged by the Contractor shall be replaced at the direction of the Code Enforcement Department with no additional cost to the Code Enforcement Department.

The Contractor shall avoid damage to turfgrass and underlying soil and grade. Any rutting and related turf loss and erosion damage shall be promptly remedied by the Contractor to the satisfaction of the Code Enforcement Department with no additional cost to the Code Enforcement Department.

The Contractor shall take all necessary precautions to protect pedestrians and motorists from personal injury and property damage. All equipment safety guards shall remain intact and serviceable. The Contractor shall carry liability insurance as detailed in the GENERAL CONDITIONS to cover any damage claims.

REQUIRED EQUIPMENT

The Contractor shall have sufficient and proper equipment to perform all work in a safe and timely manner.

Types of mowing equipment required for this contract:

- Line trimmers
- Walk-behind mowers
- Commercial rotary front mowers (60"-72" deck)
- Bagging/ mulching mowers
- Utility tractors with heavy-duty mowers
- Four wheel drive mower
- Hedge trimmers
- Wood chipper (not required for hire but highly recommended)

Types of alley/sidewalk overgrowth equipment required for this contract in addition to equipment listed above:

- Pull behind trailer or usable truck bed
- Tarps or enclosed trailer for hauling brush when required

Note: City ordinance requires all loads being transported must be completely covered. The City is not responsible for paying any fines you may be issued.

For larger parcels that are overgrown contractor shall have access to a brush hog type of mower so that contractor can meet the city's timeframe requirements. Excess amounts of cut grass and vegetation will need removed and not left on parcels.

Types of snow removal equipment required for this contract:

- Walk-behind snow blowers
- Riding snow blowers
- Pick-up and/or tractor with snow blade
- Salt & sand applicator
- Shovels

Equipment listed on the Bid Form will be reviewed by the Code Enforcement Department to determine whether it is adequate for this mowing contract.

CONTRACTOR OR THEIR DESIGNEE MUST BE REACHABLE BY PHONE MONDAY THROUGH FRIDAY 7:00 A.M. TO 3:00 P.M.

CITY OF WATERLOO, IOWA

CODE ENFORCEMENT DEPARTMENT

BID FORM

for

FY 2023 COMPLAINT MOWING WITH COMPLAINT SNOW REMOVAL

BIDDER: _____
COMPANY NAME

ADDRESS: _____

_____

_____

PHONE: (_____) _____

1. The undersigned, being a Corporation existing under the laws of the State of _____, or a limited liability company existing under the laws of the State of _____, or a Partnership consisting of the following partners:

_____

_____,

having been familiarized with the existing conditions on the project area affecting the cost of the work, and with all the Contract Documents now on file in the offices of the City Clerk, City Hall, 715 Mulberry Street, Waterloo, Iowa, and the Code Enforcement Department, 626 Mulberry Street, Waterloo, Iowa hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services required to complete the proposed COMPLAINT MOWING WITH COMPLAINT SNOW REMOVAL, in accordance with the contract documents and for the unit price in place for the following amount:

OPTION A: Provide all specified as needed mowing and trimming services for vacant lots:

Approximately 70 vacant lots with each lot averaging 0.25 of an acre (totaling approx. 17.5-18 acres per occurrence)

Price Per Occurrence:

_____**dollars ($**_____**)**

OPTION B: Provide all specified as needed mowing and trimming services on dilapidated structures.

Approximately 50 dilapidated structures with each lot averaging 0.25 of an acre (totaling approx. 12.5-13 acres per occurrence)

Price Per Occurrence:

_____**dollars ($**_____**)**

OPTION C: Provide all specified mowing services for property complaint properties.

Price Per Man Hour:

_____**dollars ($_____)**

OPTION D: Provide all specified snow removal services for complaint properties.

Price Per Man Hour:

_____**dollars ($_____)**

2. It is understood that the quantities set forth are approximate only and subject to variation and that the unit price for the work done shall govern the actual payment to the Contractor.

3. In submitting this bid, the Bidder understands that the City reserves the right to reject any or all bids and to award one or more contracts for a single Option, all Options together, or any combination of Options. If written notice of acceptance of this Bid is mailed or delivered to the undersigned within thirty (30) days after Bid Opening, of 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 insurance within ten (10) days after the agreement is presented 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 NOTICE TO BIDDERS.

5. Attached is a Non-Collusion Affidavit of Prime Contractor.

6. The Bidder is prepared to submit a financial and experience statement upon request.

7. 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.

8. The Bidder has received the following Addendum or Addenda:

Addendum No. _____	Date: ____/____/____
_____	____/____/____
_____	____/____/____

9. The Bidder shall list the MBE/WBE subcontractors, amount of subcontracts and bid items listed on the City of Waterloo Minority and /or Women Business Pre-bid Contract Information Form submitted with this Bid Form. 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 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

10. The Bidder shall list all equipment available for this project:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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 alternatives, delete line items, and/or to reduce quantities prior to the Award of Contract due to budgetary limitations.

SIGNED: _____ DATE: ____/____/____
Name and Title

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. 202___.

_____(Seal)
Principal

By _____
(Title)

_____
Witness

_____(Seal)
Surety

_____
Witness

By _____
Attorney-in-fact

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
)
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.

_____

Signature Title

Subscribed and sworn to before me this
_____ day of _____, 2022.

_____ _____

Signature Title

My commission expires _____.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
)
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 **FY 2023 COMPLAINT MOWING WITH COMPLAINT SNOW REMOVAL** in Waterloo, Black Hawk County, Iowa;

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;

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.

_____

Signature Title

Subscribed and sworn to before me this
_____ day of _____, 2022.

_____ _____

Signature *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 contractor, 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 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

FY2023 COMPLAINT MOWING WITH COMPLAINT SNOW REMOVAL CONTRACT

Bid Opening March 31, 2022
Estimate: $50,000.00
Bid Security Required

Bidder	Bid Security	Bid Amount
A. Thompson Construction Company - Waterloo, IA	$1500.00	A. $4300.00 B. $3200.00 C. $90.00 D. $90.00
P & J Lawn Care – Waterloo, IA	$1500.00	A. $1050.00 B. $1150.00 C. $25.00 D. None
Premium Lawn Care – Hudson, IA	$1500.00	A. $4200.00 B. $3000.00 C. $60.00 D. $75.00
B & B Lawn Care, Inc. – Waterloo, IA	$1500.00	A. $3850.00 B. $2750.00 C. $79.00 D. $79.00
A1 Property Services, LLC – Cedar Falls, IA	$1500.00	A. $5000.00 B. $3500.00 C. $95.00 D. $95.00

CITY OF WATERLOO, IOWA

CODE ENFORCEMENT DEPARTMENT

CONTRACT

for

FY 2023 COMPLAINT MOWING WITH COMPLAINT SNOW REMOVAL

This Contract for Complaint mowing and Snow removal (the "Contract") is made and entered into on April 18, 2022, by and between the City of Waterloo, Iowa (the "City"), and P & J Operations L.L.C (the "Contractor").

1. The Contractor shall furnish all supervision, technical personnel, labor, materials, supplies and equipment to perform all work required for the Contract work as described in the Specifications.

2. The Contract Documents shall consist of the following:

    a. This Contract
    b. Request for Proposals
    c. Notice of Hearing
    d. Instruction to Bidders
    e. Signed copy of Bid
    f. General Conditions
    g. Specifications

These documents form the Contract Documents and are all fully incorporated as a part of this Contract as if attached to this Contract or set forth in full herein. In the event of any conflict or ambiguity among the Contract Documents, the document in the order set forth above that first addresses the issue or provision in question shall be govern.

3. The Contractor agrees to commence the work within twenty-four (24) hours after the City issues a "Notice to Proceed" and to complete the work within the given timeframe. Time is of the essence in the performance of duties under this Contract. The Contractor also agrees to the following:

    a) The Contractor will remove all litter, garbage, or junk on vacant lots and/or vacant properties that would be cause the Contractor not to be able to fulfill the obligation of weed/grass or snow removal at their own cost.
    b) Contractors will abide by ordinance sections
        a. 7-1-2B(1) Contractors will not be permitted to transfer snow onto or across any city street or alley. In the event snow is transferred into the street, it shall be removed by the Contractor.
        b. 7-1-2F Contractors will not be permitted to blow weeds/grass onto or across any street or alley. In the event weeds/grass is transferred into the street it shall be removed by the Contractor
    c) **Contractors shall bag all weeds/grass taller than 12" in residential areas and dispose of the rubbish properly. Disposal can be done at the City of Waterloo Yard Waste Site located at 2749 Independence Ave., Waterloo, Iowa.**
        a. **No branches may exceed two and one-half inches (2 ½") in diameter and three and one-half feet (3 ½') in length.**
        b. **No logs or full sized trees.**

c. **Must provide proof of identification upon arrival at the yard waste site. List of employees identification must be pre-approved and on file with the Code Enforcement department before dropping off.**
d. **Yard waste drop off may only be utilized Monday through Friday, no exceptions.**

d) **All loads being transported on city streets must be covered and contained. Ordinance 4-3A-4.**
e) Contractors are not to mow or trim any flowers or gardens unless specified by the Code Enforcement Department.
f) Contractors will trim around all trees, telephone poles, fences, structures, curbs and on the backside of alleys.
g) **Contractors must have a camera that will time stamp and date photos.** Photos must be taken of the property before work begins and when the work is finished.
h) Contractors will be provided with a yardstick that must be used to measure the length of the grass in each set of photos taken while at a property.
i) **Referrals may only be completed between 6:00am – 8:00pm.**
j) The City of Waterloo will not be obligated to pay the full amount for referral work when all necessary photos required by the Contractor have not been turned into our office.
k) In the event the Code Enforcement Department finds that the Contractor did not fulfill its obligation, the Contractor will be required to go back to the property at no additional cost to the city or owner of the property.
l) During snow removal, the sidewalks will be cleared the width of the sidewalk and to the concrete unless ice prevents such removal. In the event the ice is unable to be removed the Contractor will be required to lay down sand, salt, or a mixture of both.
m) Charges for sand, salt or both will be determined by following: The owner shall be charged $15 for any amount of salt that needs to be used to assist in the removal of ice from the sidewalk per residence. If the property is located on a corner lot the owner of the property shall be charged $30 for any amount of salt that needs to be used to assist in the removal of ice from the sidewalk provided that ice removal is needed on both sidewalks. Prior approval is required in the event you feel additional salt is necessary.
n) Contractor shall remove all involuntary vines, brush, or trees along any fence and the portion of property to the alley when referral is given by the Code Enforcement Department.
o) The owner shall be charged one amount of 15 minutes travel time in addition to all other fees applied per referral.
p) Completed referrals must be turned into our office every two (2) weeks with paperwork and photos for review.
q) Any completed referral paperwork turned in after fourty-five (45) days will be subject to non-payment.
r) Properties found in compliance upon arrival of contractor, will not result in additional charges to the City of Waterloo from the Contractor.
s) Unless prior approval has been given, the City of Waterloo will only be obligated to pay for the work of two people per referral.

4. The Contractor agrees to comply with and obey all ordinances of the City of Waterloo relating to the obstruction of streets and alleys, keeping open passageways for water and traffic, and maintaining proper and sufficient barricades with lights and signals during all hours of darkness.

5. Except as to any negligence of City, its officials, officers, employees or agents in the performance of any duty under this Contract, and to the extent not covered by insurance maintained by Contractor, Contractor agrees to defend and indemnify City, its officials, officers, employees and agents, and to hold same harmless, from and against any and all claims, demands, causes of action, losses, costs, or liabilities whatsoever, including but limited to reasonable attorneys' fees and expenses, arising from or in connection with the acts or omissions of Contractor in performing the work contemplated by this Contract.

6. Contractor shall be responsible for all damage to public or private property. If public or private property is damaged by Contractor and is not repaired in a timely manner as determined by City, City has the option of

having the damage repaired at the Contractor's expense, to be reimbursed to the City or withheld from future payments to Contractor hereunder.

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

8. The City, at its sole discretion and without waiving any claims or rights, may allow for partial payment for the work included on an invoice for which all services have not been delivered or accepted. The City may withhold payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the Contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause.

9. In the event that Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Contract, and if such default remains uncured for a period of seven (7) days after notice thereof shall have been given by City to Contractor, then City may declare that Contractor is in default hereunder and may terminate this Contract by delivery to Contractor of written notice of termination, and/or take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder. Contractor shall be entitled to only one such notice, and in connection with any subsequent breach then City may terminate this Contract upon seven (7) days' advance written notice. In the event of termination, the Contractor shall be compensated for all necessary services performed through the termination date. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that City prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by City.

10. In addition to paragraph 9 above, this Contract may be terminated at any time, in whole or in part, upon the mutual written agreement of the parties. City may also choose to terminate this Contract at any time without cause by delivering to Contractor twenty-one (21) days' advance written notice of termination.

11. Contractor may not assign, delegate or subcontract any of its duties hereunder without the prior written consent of City.

12. Because time is of great importance when completing referral work, the Contractor must notify the City of Waterloo at least two (2) weeks in advance including who will be filling in for them for any planned time off.

13. Any notice under this Contract shall be in writing and shall be delivered in person or by United States registered or certified mail, postage prepaid and addressed:

City	Contractor
City of Waterloo, Iowa 715 Mulberry St. Waterloo, Iowa 50703 Attn: City Clerk	P & J Operations L.L.C 2119 City View St. Waterloo, Iowa 50707

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, or (ii) three (3) business days following the date of deposit if mailed as stated above.

14. Nothing in this Contract shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the parties nor, except as expressly set forth herein, to create any liability for one party with respect to the liabilities or obligations of the other party or any other person. Contractor is an independent Contractor.

15. This Contract shall be binding upon and inure to the benefit of the parties and the respective successors and assigns of each.

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

17. This Contract, together with the Contract Documents, constitutes the entire agreement between the parties pertaining to the subject matter hereof. This Contract may not be modified or amended except by the mutual written agreement of the parties.

18. 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 the work, the City agrees to pay the Contractor as set forth on Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the parties have executed this Contract for Complaint Mowing and Snow Removal by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA	CONTRACTOR
_____	P & J Operations L.L.C
Mayor	Name of Contractor
_____	By: _____
City Clerk	James Adams, Waterloo, Iowa
	Title: Owner

CITY OF WATERLOO, IOWA

CODE ENFORCEMENT DEPARTMENT

CONTRACT

for

FY 2023 COMPLAINT MOWING WITH COMPLAINT SNOW REMOVAL

This Contract for Complaint mowing and Snow removal (the "Contract") is made and entered into on April 18, 2022, by and between the City of Waterloo, Iowa (the "City"), and B & B Lawn Care Inc. (the "Contractor").

1. The Contractor shall furnish all supervision, technical personnel, labor, materials, supplies and equipment to perform all work required for the Contract work as described in the Specifications.

2. The Contract Documents shall consist of the following:

    a. This Contract
    b. Request for Proposals
    c. Notice of Hearing
    d. Instruction to Bidders
    e. Signed copy of Bid
    f. General Conditions
    g. Specifications

These documents form the Contract Documents and are all fully incorporated as a part of this Contract as if attached to this Contract or set forth in full herein. In the event of any conflict or ambiguity among the Contract Documents, the document in the order set forth above that first addresses the issue or provision in question shall be govern.

3. The Contractor agrees to commence the work within twenty-four (24) hours after the City issues a "Notice to Proceed" and to complete the work within the given timeframe. Time is of the essence in the performance of duties under this Contract. The Contractor also agrees to the following:

    a) The Contractor will remove all litter, garbage, or junk on vacant lots and/or vacant properties that would be cause the Contractor not to be able to fulfill the obligation of weed/grass or snow removal at their own cost.
    b) Contractors will abide by ordinance sections
        a. 7-1-2B(1) Contractors will not be permitted to transfer snow onto or across any city street or alley. In the event snow is transferred into the street, it shall be removed by the Contractor.
        b. 7-1-2F Contractors will not be permitted to blow weeds/grass onto or across any street or alley. In the event weeds/grass is transferred into the street it shall be removed by the Contractor
    c) **Contractors shall bag all weeds/grass taller than 12" in residential areas and dispose of the rubbish properly. Disposal can be done at the City of Waterloo Yard Waste Site located at 2749 Independence Ave., Waterloo, Iowa**.
        a. **No branches may exceed two and one-half inches (2 ½") in diameter and three and one-half feet (3 ½') in length.**
        b. **No logs or full sized trees.**

c. **Must provide proof of identification upon arrival at the yard waste site. List of employees identification must be pre-approved and on file with the Code Enforcement department before dropping off.**
d. **Yard waste drop off may only be utilized Monday through Friday, no exceptions.**

d) **All loads being transported on city streets must be covered and contained. Ordinance 4-3A-4.**
e) Contractors are not to mow or trim any flowers or gardens unless specified by the Code Enforcement Department.
f) Contractors will trim around all trees, telephone poles, fences, structures, curbs and on the backside of alleys.
g) **Contractors must have a camera that will time stamp and date photos.** Photos must be taken of the property before work begins and when the work is finished.
h) Contractors will be provided with a yardstick that must be used to measure the length of the grass in each set of photos taken while at a property.
i) **Referrals may only be completed between 6:00am – 8:00pm.**
j) The City of Waterloo will not be obligated to pay the full amount for referral work when all necessary photos required by the Contractor have not been turned into our office.
k) In the event the Code Enforcement Department finds that the Contractor did not fulfill its obligation, the Contractor will be required to go back to the property at no additional cost to the city or owner of the property.
l) During snow removal, the sidewalks will be cleared the width of the sidewalk and to the concrete unless ice prevents such removal. In the event the ice is unable to be removed the Contractor will be required to lay down sand, salt, or a mixture of both.
m) Charges for sand, salt or both will be determined by following: The owner shall be charged $15 for any amount of salt that needs to be used to assist in the removal of ice from the sidewalk per residence. If the property is located on a corner lot the owner of the property shall be charged $30 for any amount of salt that needs to be used to assist in the removal of ice from the sidewalk provided that ice removal is needed on both sidewalks. Prior approval is required in the event you feel additional salt is necessary.
n) Contractor shall remove all involuntary vines, brush, or trees along any fence and the portion of property to the alley when referral is given by the Code Enforcement Department.
o) The owner shall be charged one amount of 15 minutes travel time in addition to all other fees applied per referral.
p) Completed referrals must be turned into our office every two (2) weeks with paperwork and photos for review.
q) Any completed referral paperwork turned in after fourty-five (45) days will be subject to non-payment.
r) Properties found in compliance upon arrival of contractor, will not result in additional charges to the City of Waterloo from the Contractor.
s) Unless prior approval has been given, the City of Waterloo will only be obligated to pay for the work of two people per referral.

4. The Contractor agrees to comply with and obey all ordinances of the City of Waterloo relating to the obstruction of streets and alleys, keeping open passageways for water and traffic, and maintaining proper and sufficient barricades with lights and signals during all hours of darkness.

5. Except as to any negligence of City, its officials, officers, employees or agents in the performance of any duty under this Contract, and to the extent not covered by insurance maintained by Contractor, Contractor agrees to defend and indemnify City, its officials, officers, employees and agents, and to hold same harmless, from and against any and all claims, demands, causes of action, losses, costs, or liabilities whatsoever, including but limited to reasonable attorneys' fees and expenses, arising from or in connection with the acts or omissions of Contractor in performing the work contemplated by this Contract.

6. Contractor shall be responsible for all damage to public or private property. If public or private property is damaged by Contractor and is not repaired in a timely manner as determined by City, City has the option of

having the damage repaired at the Contractor's expense, to be reimbursed to the City or withheld from future payments to Contractor hereunder.

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

8. The City, at its sole discretion and without waiving any claims or rights, may allow for partial payment for the work included on an invoice for which all services have not been delivered or accepted. The City may withhold payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the Contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause.

9. In the event that Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Contract, and if such default remains uncured for a period of seven (7) days after notice thereof shall have been given by City to Contractor, then City may declare that Contractor is in default hereunder and may terminate this Contract by delivery to Contractor of written notice of termination, and/or take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder. Contractor shall be entitled to only one such notice, and in connection with any subsequent breach then City may terminate this Contract upon seven (7) days' advance written notice. In the event of termination, the Contractor shall be compensated for all necessary services performed through the termination date. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that City prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by City.

10. In addition to paragraph 9 above, this Contract may be terminated at any time, in whole or in part, upon the mutual written agreement of the parties. City may also choose to terminate this Contract at any time without cause by delivering to Contractor twenty-one (21) days' advance written notice of termination.

11. Contractor may not assign, delegate or subcontract any of its duties hereunder without the prior written consent of City.

12. Because time is of great importance when completing referral work, the Contractor must notify the City of Waterloo at least two (2) weeks in advance including who will be filling in for them for any planned time off.

13. Any notice under this Contract shall be in writing and shall be delivered in person or by United States registered or certified mail, postage prepaid and addressed:

City	Contractor
City of Waterloo, Iowa 715 Mulberry St. Waterloo, Iowa 50703 Attn: City Clerk	B & B Lawn Care 124 Center St. Waterloo, Iowa 50703

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, or (ii) three (3) business days following the date of deposit if mailed as stated above.

14. Nothing in this Contract shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the parties nor, except as expressly set forth herein, to create any liability for one party with respect to the liabilities or obligations of the other party or any other person. Contractor is an independent Contractor.

15. This Contract shall be binding upon and inure to the benefit of the parties and the respective successors and assigns of each.

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

17. This Contract, together with the Contract Documents, constitutes the entire agreement between the parties pertaining to the subject matter hereof. This Contract may not be modified or amended except by the mutual written agreement of the parties.

18. 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 the work, the City agrees to pay the Contractor as set forth on Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the parties have executed this Contract for Complaint Mowing and Snow Removal by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA	CONTRACTOR
_____	B & B Lawn Care Inc.
Mayor	Name of Contractor
_____	By: _____
City Clerk	Robert Adams, Waterloo, Iowa
	Title: Owner

CITY OF WATERLOO

Council Communication

General Obligation Bonds - ECP-1 - The issuance of not to exceed $11,600,000.00 in General Obligation Bonds for essential corporate purposes.

City Council Meeting: 4/18/2022
Prepared: 4/6/2022

ATTACHMENTS:

Description	Type
Council Comm GO Bond Hearing ECP-1	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 instituting proceedings to take additional action.
Resolution authorizing the issuance of not to exceed $11,600,000.00 General Obligation Bonds, and levying a tax for the payment thereof.

Submitted by:

Submitted By: Michelle Weidner, Chief Financial Officer

Recommended Action:

General Obligation Bonds ECP-1 -
Not to exceed $11,600,000 General Obligation Bonds for essential corporate purposes of said City, the proceeds of which bonds will be used to provide funds to pay the costs of the acquisition, improvement and installation of traffic control devices, signage, fixtures, equipment and improvements, including but not limited to traffic signal, pavement markings, traffic safety, fiber optics installation, and street light fixtures, connections, and facility improvements; the acquisition of vehicles and equipment for the Police and Fire Departments; the acquisition of vehicles and equipment for the street, public works and sign and traffic departments; the acquisition of ambulances and ambulance equipment; the rehabilitation and improvement of City parks and the acquisition, repair and replacement of facilities, equipment and improvements commonly found in City parks; the removal, replacement and planting of trees in parks and public grounds; the construction, reconstruction and repairing of street, sidewalk, skywalk, trail, alley, public ground, marketplace, bridges, pedestrian underpasses and overpasses, and intersection improvements; the acquisition, construction and improvement of real and personal property useful for the protection of property from floods or high waters, including flood control, levees, embankments, waterway, storm water and drainage improvements; the removal or replacement of dead or diseased trees; the acquisition and demolition of dangerous or dilapidated buildings, structures or properties, or funding housing assistance; acquiring, developing and improving of a geographic computer data base system suitable for automated mapping and facilities management; and refunding or refinancing outstanding indebtedness of the City, including General Obligation Bonds, Series 2014A, and General Obligation Bonds, Taxable Series 2014B.

	We are planning to sell general obligation bonds for a number of purposes this spring.
Summary Statement:	Please note that the hearing amount indicated is being set higher than the actual amounts to be issued to provide flexibility in the project allocations, which reduces future administrative costs. The “new” issue amount is $10 million. We have also included $6,335,000 for potential refunding issues.
Data/Analysis and Strategies:	The issuance of bonds commits the city to future repayment.
Implementation, Accountability, and Communication:	Repayment will be made from various sources, including general property taxes and tax increment revenue.
Expenditure Required/Source of Funds:	The new principal amount plus interest will be required to be repaid in the future. This includes $6,335,000 for potential refunding issues due to the favorable low interest rates currently available.
Alternative:	The City could choose not to sell bonds and not proceed with the projects. This would reduce future debt service costs. However, other costs would likely increase. For example, a number of the planned projects have been mandated by regulatory agencies that could have financial implications if the projects aren't completed as required.

CITY OF WATERLOO
FINANCE DEPARTMENT

Michelle Weidner, CPA Chief Financial Officer

Council Communication
City Council Meeting: April 18, 2022
Prepared: April 6, 2022
Dept. Head Signature: Michelle Weidner

SUBJECT: Bond Issue Hearing – ECP-1

Submitted by: Michelle C. Weidner, Chief Financial Officer

Recommended City Council Action: General Obligation Bonds - ECP-1

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING – No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution instituting proceedings to take additional action.
Resolution authorizing the issuance of not to exceed $11,600,000 General Obligation Bonds, and levying a tax for the payment thereof.

ECP-1 - Not to exceed $11,600,000 Essential Corporate Purpose General Obligation Bonds (ECP-1) for essential corporate urban renewal purposes, for the purpose of taking action on the matter of the issuance of not to exceed $11,600,000 General Obligation Bonds, for essential corporate purposes, the proceeds of which bonds will be used to provide funds to pay the costs of the acquisition, improvement and installation of traffic control devices, signage, fixtures, equipment and improvements, including but not limited to traffic signal, pavement markings, traffic safety, fiber optics installation, and street light fixtures, connections, and facility improvements; the acquisition of vehicles and equipment for the Police and Fire Departments; the acquisition of vehicles and equipment for the street, public works and sign and traffic departments; the acquisition of ambulances and ambulance equipment; the rehabilitation and improvement of City parks and the acquisition, repair and replacement of facilities, equipment and improvements commonly found in City parks; the removal, replacement and planting of trees in parks and public grounds; the construction, reconstruction and repairing of street, sidewalk, skywalk, trail, alley, public ground, marketplace, bridges, pedestrian underpasses and overpasses, and intersection improvements; the acquisition, construction and improvement of real and personal property useful for the protection of property from floods or high waters, including flood control, levees, embankments, waterway, storm water and drainage improvements; the removal or replacement of dead or diseased trees; the acquisition and demolition of dangerous or dilapidated buildings, structures or properties, or funding housing assistance; acquiring, developing and improving of a geographic computer data base system suitable for automated mapping and facilities management; and refunding or refinancing

outstanding indebtedness of the City, including General Obligation Bonds, Series 2014A, and General Obligation Bonds, Taxable Series 2014B.

Summary Statement: We are planning to sell general obligation bonds for a number of purposes this spring.

Please note that the hearing amount indicated is being set higher than the actual amounts to be issued to provide flexibility in the project allocations, which reduces future administrative costs. The “new” issue amount is $10 million. We have also included $6,335,000 for potential refunding issues.

Expenditure Required: The principal amount plus interest will be required to be repaid in the future.

Source of Funds: Repayment will be made from various sources, including general property taxes and tax increment revenue.

Policy Issue: The issuance of bonds commits the city to future repayment.

Alternative: The City could choose not to sell bonds and not proceed with the projects. This would reduce future debt service costs. However, other costs would increase. For example, a number of the planned projects are government mandates that could have financial ramifications if they are not completed.

Background Information: A large amount ($6,335,000) has been included for potential refunding issues in the event that interest rates are favorable at the date of sale.

CITY OF WATERLOO

Council Communication

General Obligation Bonds - GCP 2 - The issuance of not to exceed $700,000.00 General Obligation Bonds for general corporate purposes.

City Council Meeting: 4/18/2022
Prepared: 4/5/2022

ATTACHMENTS:

Description	Type
Council Comm Bond Issue Hearing GCP-2	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 instituting proceedings to take additional action for the issuance of not to exceed $700,000.00 General Obligation Bonds.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Recommended Action:	**GCP-2 - Not to exceed $700,000 General Obligation Bonds for general corporate** purposes of said City, the proceeds of the Bonds to be issued to provide funds to pay the costs of reconstructing, improving and equipping Young Arena; the acquisition and installation of river lighting; equipping city departments and City Hall, including information technology equipment and software; the renovation, construction, improvement and equipping of the golf course; the acquisition of vehicles for various city departments; the construction, reconstruction, improvement, renovation, and equipping of public works buildings and shall bear interest at a rate not exceeding the maximum specified in the attached notice.
Summary Statement:	We are planning to sell general obligation bonds for a number of purposes this spring. The new money issue will be $10,000,000. Please note that the hearing amounts indicated are being set higher than the actual amounts to be issued to provide flexibility in the project allocations, which reduces future administrative costs.
Data/Analysis and Strategies:	The issuance of bonds commits the City to future repayment.
Implementation, Accountability, and Communication:	Repayment will be made from various sources, including general property taxes and tax increment revenue.
Expenditure Required/Source of Funds:	The principal amount plus interest will be required to be repaid in the future.
	The City could choose not to sell bonds and not proceed with the projects. This would reduce future debt service costs. However, other costs would

Alternative:	increase. For example, a number of the planned projects are government mandates that could have financial ramifications if they are not completed.

CITY OF WATERLOO
FINANCE DEPARTMENT

Michelle Weidner, CPA Chief Financial Officer

Council Communication
City Council Meeting: April 18, 2022
Prepared: April 6, 2022
Dept. Head Signature: Michelle Weidner

SUBJECT: FYE2022 Bond Issue Hearings

Submitted by: Michelle C. Weidner, Chief Financial Officer

Recommended City Council Action:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING – No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution instituting proceedings to take additional action.
Resolution authorizing the issuance of not to exceed $700,000 General Obligation Bonds, and levying a tax for the payment thereof.

General Obligation Bonds - GCP-2 - Not to exceed $700,000 General Obligation Bonds for general corporate purposes of said City, the proceeds of the Bonds to be issued to provide funds to pay the costs of reconstructing, improving and equipping Young Arena; the acquisition and installation of river lighting; equipping city departments and City Hall, including information technology equipment and software; the renovation, construction, improvement and equipping of the golf course; the acquisition of vehicles for various city departments; the construction, reconstruction, improvement, renovation, and equipping of public works buildings and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

General Obligation Bonds - GCP-3 - Not to exceed $700,000 General Obligation Bonds for general corporate purposes of said City, the proceeds of which bonds will be used to provide funds to pay the costs of the construction, reconstruction, improvement, renovation, and equipping of city facilities; and wetland restoration and related costs and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

General Obligation Bonds – ECP/UR-4 - Not to exceed $800,000 General Obligation Urban Renewal Bonds for essential corporate urban renewal purposes, the proceeds of which bonds will be used to provide funds to pay the costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the Rath Area Redevelopment Area, such as those costs associated with acquisitions of properties and related demolition and clearance activities, grants

to private developers, public infrastructure projects including streets, streetscape, and utility improvements.

Summary Statement: We are planning to sell general obligation bonds for a number of purposes this spring. The new money issue will be $10,000,000.

Please note that the hearing amounts indicated are being set higher than the actual amounts to be issued to provide flexibility in the project allocations, which reduces future administrative costs.

Expenditure Required: The principal amount plus interest will be required to be repaid in the future.

Source of Funds: Repayment will be made from various sources, including general property taxes and tax increment revenue.

Policy Issue: The issuance of bonds commits the city to future repayment.

Alternative: The City could choose not to sell bonds and not proceed with the projects. This would reduce future debt service costs. However, other costs would increase. For example, a number of the planned projects are government mandates that could have financial ramifications if they are not completed.

Background Information:

CITY OF WATERLOO

Council Communication

General Obligation Bonds -GCP 3-The issuance of not to exceed $700,000.00 General Obligation Bonds for general corporate purposes.

City Council Meeting: 4/18/2022
Prepared: 4/6/2022

ATTACHMENTS:

Description	Type
Council Comm Bond Issue Hearing GCP-3	Backup Material

SUBJECT:	Motion to receive and file proof of publication and notice of public hearing. HOLD HEARING - No comments on file. Motion to close hearing and receive and file oral and written comments. Resolution instituting proceedings to take additional action for the issuance of not to exceed $700,000.00 General Obligation Bonds.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Recommended Action:	**GCP-3 - Not to exceed $700,000 General Obligation Bonds for general corporate purposes** of said City, the proceeds of which bonds will be used to provide funds to pay the costs of the construction, reconstruction, improvement, renovation, and equipping of city facilities; and wetland restoration and related costs and shall bear interest at a rate not exceeding the maximum specified in the attached notice.
Summary Statement:	This hearing is for projects to be funded with general obligation bonds to be sold this spring. We are planning to sell $10,000,000 in general obligation bonds for a number of general purposes. Please note that the hearing amounts indicated are being set higher than the actual amounts to be issued to provide flexibility in the project allocations, which reduces future administrative costs.
Data/Analysis and Strategies:	The issuance of bonds commits the City to future repayment.
Implementation, Accountability, and Communication:	Repayment will be made from various sources, including general property taxes and tax increment revenue.
Expenditure Required/Source of Funds:	The principal amount plus interest will be required to be repaid in the future.
Alternative:	The City could choose not to sell bonds and not proceed with the projects. This would reduce future debt service costs. However, other costs would increase. For example, a number of the planned projects are government mandates that could have financial ramifications if they are not completed.

CITY OF WATERLOO
FINANCE DEPARTMENT

Michelle Weidner, CPA Chief Financial Officer

Council Communication
City Council Meeting: April 18, 2022
Prepared: April 6, 2022
Dept. Head Signature: Michelle Weidner

SUBJECT: FYE2022 Bond Issue Hearings

Submitted by: Michelle C. Weidner, Chief Financial Officer

Recommended City Council Action:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING – No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution instituting proceedings to take additional action.
Resolution authorizing the issuance of not to exceed $700,000 General Obligation Bonds, and levying a tax for the payment thereof.

General Obligation Bonds - GCP-2 - Not to exceed $700,000 General Obligation Bonds for general corporate purposes of said City, the proceeds of the Bonds to be issued to provide funds to pay the costs of reconstructing, improving and equipping Young Arena; the acquisition and installation of river lighting; equipping city departments and City Hall, including information technology equipment and software; the renovation, construction, improvement and equipping of the golf course; the acquisition of vehicles for various city departments; the construction, reconstruction, improvement, renovation, and equipping of public works buildings and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

General Obligation Bonds - GCP-3 - Not to exceed $700,000 General Obligation Bonds for general corporate purposes of said City, the proceeds of which bonds will be used to provide funds to pay the costs of the construction, reconstruction, improvement, renovation, and equipping of city facilities; and wetland restoration and related costs and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

General Obligation Bonds – ECP/UR-4 - Not to exceed $800,000 General Obligation Urban Renewal Bonds for essential corporate urban renewal purposes, the proceeds of which bonds will be used to provide funds to pay the costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the Rath Area Redevelopment Area, such as those costs associated with acquisitions of properties and related demolition and clearance activities, grants

to private developers, public infrastructure projects including streets, streetscape, and utility improvements.

Summary Statement: We are planning to sell general obligation bonds for a number of purposes this spring. The new money issue will be $10,000,000.

Please note that the hearing amounts indicated are being set higher than the actual amounts to be issued to provide flexibility in the project allocations, which reduces future administrative costs.

Expenditure Required: The principal amount plus interest will be required to be repaid in the future.

Source of Funds: Repayment will be made from various sources, including general property taxes and tax increment revenue.

Policy Issue: The issuance of bonds commits the city to future repayment.

Alternative: The City could choose not to sell bonds and not proceed with the projects. This would reduce future debt service costs. However, other costs would increase. For example, a number of the planned projects are government mandates that could have financial ramifications if they are not completed.

Background Information:

CITY OF WATERLOO

Council Communication

General Obligation Bonds-ECP-UR 4 -The issuance of not to exceed $800,000.00 General Obligation Bonds for essential corporate urban renewal purposes.

City Council Meeting: 4/18/2022
Prepared: 4/6/2022

ATTACHMENTS:

Description	Type
Council Comm Bond Hearing ECP/UR-4	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 instituting proceedings to take additional action for the issuance of not to exceed $800,000.00 General Obligation Bonds.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Recommended Action:	**General Obligation Bonds – ECP/UR-4 - Not to exceed $800,000 General Obligation Urban Renewal Bonds for essential corporate urban renewal purposes,** the proceeds of which bonds will be used to provide funds to pay the costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the Rath Area Redevelopment Area, such as those costs associated with acquisitions of properties and related demolition and clearance activities, grants to private developers, public infrastructure projects including streets, streetscape, and utility improvements.
Summary Statement:	This hearing is for projects to be funded with general obligation bonds to be sold this spring. We are planning to sell $10,000,000 in general obligation bonds for a number of general purposes. Please note that the hearing amounts indicated are being set higher than the actual amounts to be issued to provide flexibility in the project allocations, which reduces future administrative costs.
Data/Analysis and Strategies:	The issuance of bonds commits the City to future repayment.
Implementation, Accountability, and Communication:	Repayment will be made from various sources, including general property taxes and tax increment revenue.
Expenditure Required/Source of Funds:	The principal amount plus interest will be required to be repaid in the future.
Alternative:	The City could choose not to sell bonds and not proceed with the projects. This would reduce future debt service costs. However, other costs would

increase. For example, a number of the planned projects are government mandates that could have financial ramifications if they are not completed.

CITY OF WATERLOO
FINANCE DEPARTMENT

Michelle Weidner, CPA Chief Financial Officer

Council Communication
City Council Meeting: April 18, 2022
Prepared: April 6, 2022
Dept. Head Signature: Michelle Weidner

SUBJECT: FYE2022 Bond Issue Hearings

Submitted by: Michelle C. Weidner, Chief Financial Officer

Recommended City Council Action:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING – No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution instituting proceedings to take additional action.
Resolution authorizing the issuance of not to exceed $700,000 General Obligation Bonds, and levying a tax for the payment thereof.

General Obligation Bonds - GCP-2 - Not to exceed $700,000 General Obligation Bonds for general corporate purposes of said City, the proceeds of the Bonds to be issued to provide funds to pay the costs of reconstructing, improving and equipping Young Arena; the acquisition and installation of river lighting; equipping city departments and City Hall, including information technology equipment and software; the renovation, construction, improvement and equipping of the golf course; the acquisition of vehicles for various city departments; the construction, reconstruction, improvement, renovation, and equipping of public works buildings and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

General Obligation Bonds - GCP-3 - Not to exceed $700,000 General Obligation Bonds for general corporate purposes of said City, the proceeds of which bonds will be used to provide funds to pay the costs of the construction, reconstruction, improvement, renovation, and equipping of city facilities; and wetland restoration and related costs and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

General Obligation Bonds – ECP/UR-4 - Not to exceed $800,000 General Obligation Urban Renewal Bonds for essential corporate urban renewal purposes, the proceeds of which bonds will be used to provide funds to pay the costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the Rath Area Redevelopment Area, such as those costs associated with acquisitions of properties and related demolition and clearance activities, grants

to private developers, public infrastructure projects including streets, streetscape, and utility improvements.

Summary Statement: We are planning to sell general obligation bonds for a number of purposes this spring. The new money issue will be $10,000,000.

Please note that the hearing amounts indicated are being set higher than the actual amounts to be issued to provide flexibility in the project allocations, which reduces future administrative costs.

Expenditure Required: The principal amount plus interest will be required to be repaid in the future.

Source of Funds: Repayment will be made from various sources, including general property taxes and tax increment revenue.

Policy Issue: The issuance of bonds commits the city to future repayment.

Alternative: The City could choose not to sell bonds and not proceed with the projects. This would reduce future debt service costs. However, other costs would increase. For example, a number of the planned projects are government mandates that could have financial ramifications if they are not completed.

Background Information:

CITY OF WATERLOO

Council Communication

Resolution approving a Waterloo Convention and Visitors Bureau board recommendation of mini-grants to IOWA Corrections Association 2022 in the amount of $3,000 and KOLO Folkdance Festival in the amount of $3,000.

City Council Meeting: 4/18/2022
Prepared: 4/11/2022

ATTACHMENTS:

	Description	Type
	FY22 Mini-Grant Corrections + KOLO.pdf	Backup Material

SUBJECT:	Resolution approving a Waterloo Convention and Visitors Bureau board recommendation of mini-grants to IOWA Corrections Association 2022 in the amount of $3,000 and KOLO Folkdance Festival in the amount of $3,000.
Submitted by:	Submitted By: Tavis Hall, Executive Director of Experience Waterloo
Recommended Action:	Approval.
Summary Statement:	See attached document for further details.

Council Communication
City Council Meeting: April 18, 2022
Prepared: April 11, 2022
Dept. Head Signature:
Number of Attachments:

SUBJECT: Mini-Grant Requests

Submitted by: Tavis Hall, Experience Waterloo

Recommended City Council Action: Approve Experience Waterloo (CVB) board recommendation of $6,000.

Event Summary
The Experience Waterloo Board of Directors is recommending the grant awards for 2 events happening in FY22. These grant recommendations total $6,000

IOWA Corrections Association, 2022 | Isle Casino | May 4-6 2022
Request: $3,000 | *Total Econ Impact: $125,547*

KOLO Folkdance Festival | Waterloo Convention Center | May 14, 2022
Request: $3,000 | *Total Econ Impact: $38,978*
Special Note: This event was funded for $3,000 in FY19, but had to cancel due to COVID. This application is identical to the application previously approved for funding.

Projected economic impact: $164,525
Request: $6,000
ROI (Economic impact based on requested funds): An $6,000 total award for these 4 events would return $27.42 per dollar invested.
Source of Funds: Hotel-motel tax grant funding for FY22
Policy Issue: None

Alternative: Do not provide funding or provide alternate funding amount.

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

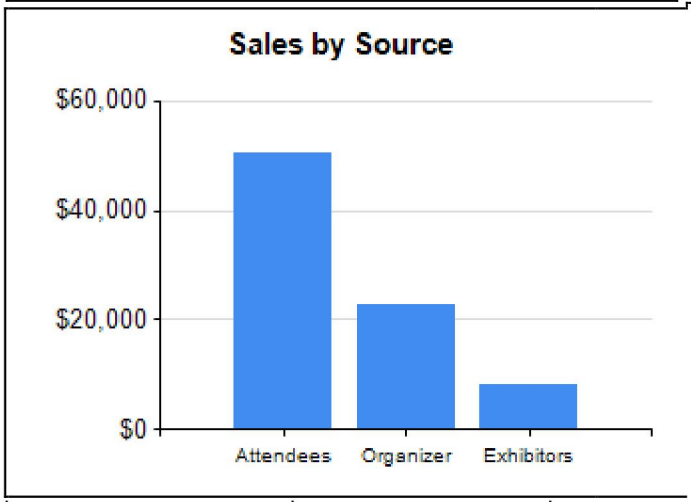
1. Does the project have a significant economic impact / significantly enhance the visitor's experience in Waterloo?
2. Does the project strengthen the perceptions of Waterloo?
3. How important are grant dollars toward ensuring the success of the project?
4. Is the application clear, complete and thought-out?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

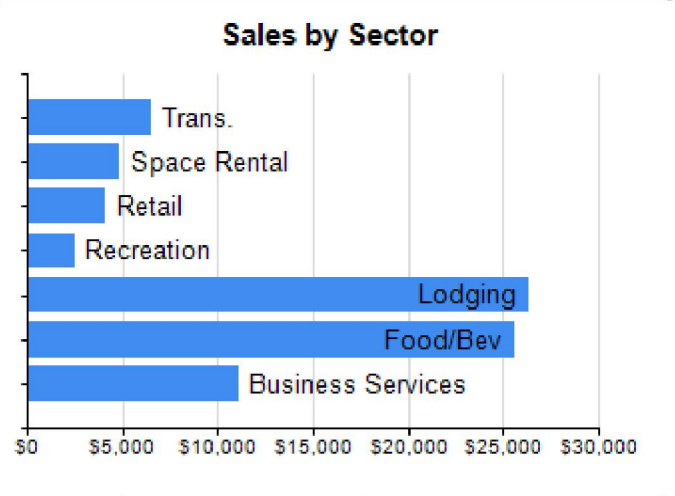
Event Impact Summary

Destination: Experience Waterloo

Event Parameters		Key Results	
Event Name:	IA Corrections Assoc. 22	Business Sales (Direct):	$80,947
Organization:	Iowa Corrections Association	Business Sales (Total):	$125,547
Event Type:	Convention	Jobs Supported (Direct):	46
Start Date:	5/4/2022	Jobs Supported (Total):	56
End Date:	5/6/2022	Local Taxes (Total):	$2,512
Overnight Attendees:	150	Net Direct Tax ROI:	$2,366
Day Attendees:	50	Estimated Room Demand:	300

Direct Business Sales





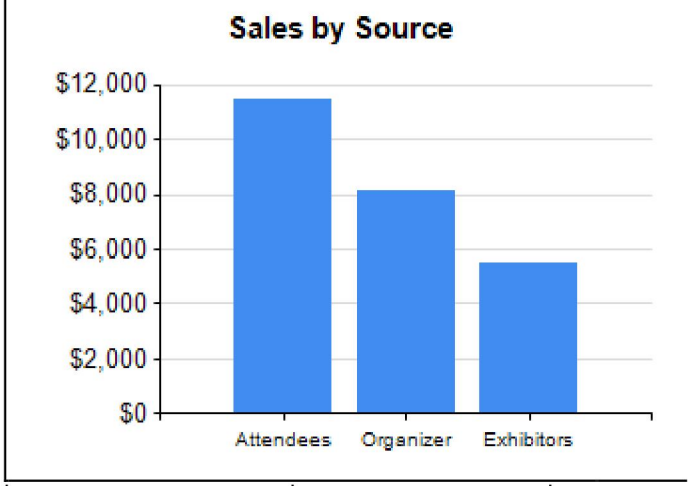
Industry	Attendees	Organizer	Exhibitor	Total
Lodging	$25,520	$756	$0	$26,276
Transportation	$4,971	$252	$1,261	$6,484
Food & Beverage	$13,170	$9,790	$2,652	$25,612
Retail	$4,119	$0	$0	$4,119
Recreation	$2,487	$0	$0	$2,487
Space Rental	$0	$4,144	$731	$4,875
Business Services	$0	$7,698	$3,396	$11,094
TOTAL	$50,267	$22,640	$8,040	$80,947

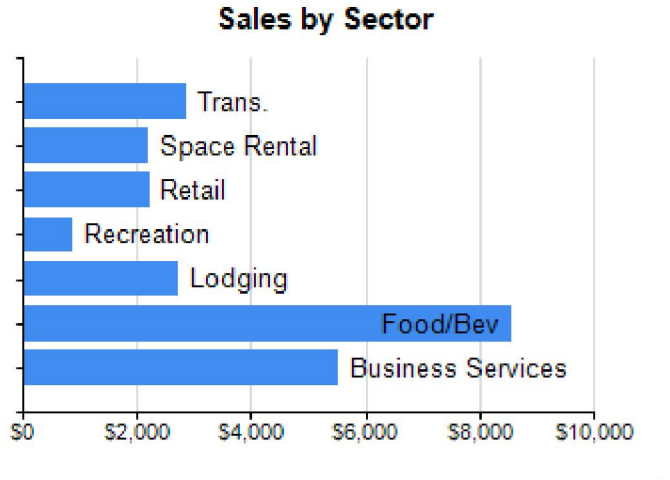
Event Impact Summary

Destination: Experience Waterloo

Event Parameters		Key Results	
Event Name:	KUB Kolo Folkdance Festival	Business Sales (Direct):	$24,997
Organization:	Bosnian Cultural Foundation	Business Sales (Total):	$38,978
Event Type:	Trade Show	Jobs Supported (Direct):	18
Start Date:	9/18/2020	Jobs Supported (Total):	22
End Date:	9/19/2020	Local Taxes (Total):	$348
Overnight Attendees:	50	Net Direct Tax ROI:	$302
Day Attendees:	255	Estimated Room Demand:	30

Direct Business Sales





Industry	Attendees	Organizer	Exhibitor	Total
Lodging	$2,239	$484	$0	$2,723
Transportation	$1,861	$161	$859	$2,881
Food & Beverage	$4,229	$2,517	$1,806	$8,552
Retail	$2,221	$0	$0	$2,221
Recreation	$883	$0	$0	$883
Space Rental	$0	$1,701	$498	$2,199
Business Services	$0	$3,225	$2,313	$5,538
TOTAL	$11,432	$8,088	$5,476	$24,997

CITY OF WATERLOO

Council Communication

Resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Waterloo, Iowa and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of $8,105,000.00 Taxable Sewer Revenue Capital Loan Notes, Series 2022A, of the City of Waterloo, Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of said Notes, and authorizing the Mayor to execute said document.

City Council Meeting: 4/18/2022
Prepared: 4/5/2022

ATTACHMENTS:

Description	Type
Council Comm SRF Loan Hwy 63 Sewer Phase 1	Backup Material

SUBJECT:	Resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Waterloo, Iowa and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of $8,105,000.00 Taxable Sewer Revenue Capital Loan Notes, Series 2022A, of the City of Waterloo, Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of said Notes, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Summary Statement:	The notes will evidence the obligations of the City thereunder, the proceeds of which will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with the US Highway 63 South Sanitary Sewer Upgrades Phase I project.
Neighborhood Impact:	The City will use this loan to provide permanent financing for the US Highway 63 South Sanitary Sewer Upgrade Phase I project.
Data/Analysis and Strategies:	The issuance of capital loan notes commits the city to future repayment.
Implementation, Accountability, and Communication:	Repayment will be made from the Sewer fund, using sewer fees.
Expenditure Required/Source of Funds:	The principal amount plus interest will be required to be repaid in the future.
Alternative:	The City could choose not to sell the Capital Loan Notes. Not issuing the notes would create financial stress on the Sewer fund. The State of Iowa Clean Water Revolving Loan fund requires that funds be spent prior to finalizing the loan.

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GREIDER
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: April 18, 2022
Prepared: April 5, 2022
Dept. Head Signature: Michelle Weidner

Number of Attachments: None

SUBJECT: Sewer Revolving Fund Taxable Sewer Revenue Capital Loan Notes, Series 2022A
US Highway 63 South Sanitary Sewer Upgrade – Phase I - $8,105,000

Submitted by: Michelle Weidner, Chief Financial Officer

Recommended City Council Actions:

Adopt a resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Waterloo, Iowa and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of $8,105,000 Taxable Sewer Revenue Capital Loan Notes, Series 2022A, of the City of Waterloo, Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of said Notes.

Summary Statement: The notes will evidence the obligations of the City thereunder, the proceeds of which will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with the US Highway 63 South Sanitary Sewer Upgrade.

Expenditure Required: The principal amount plus interest will be required to be repaid in the future.

Source of Funds: Repayment will be made from the Sewer fund, using sewer fees.

Policy Issue: The issuance of capital loan notes commits the city to future repayment.

Alternative: The City could choose not to sell the Capital Loan Notes. Not issuing the notes would create financial stress on the Sewer fund.
The State of Iowa Clean Water Revolving Loan fund requires that funds be spent prior to finalizing the loan.

Background: The City will use this loan to provide permanent financing for the US Highway 63 South Sanitary Sewer Upgrade Phase I project.

CITY OF WATERLOO

Council Communication

Resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Waterloo, Iowa and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of $4,202,000.00 Taxable Sewer Revenue Capital Loan Notes, Series 2022B, of the City of Waterloo, Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of said Notes, and authorizing the Mayor to execute said document.

City Council Meeting: 4/18/2022
Prepared: 4/5/2022

ATTACHMENTS:

Description	Type
Council Comm SRF Loan Auth SS Gatewells	Backup Material

SUBJECT:	Resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Waterloo, Iowa and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of $4,202,000.00 Taxable Sewer Revenue Capital Loan Notes, Series 2022B, of the City of Waterloo, Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of said Notes, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Summary Statement:	The notes will evidence the obligations of the City thereunder, the proceeds of which will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with sanitary sewer gatewell repairs.
Neighborhood Impact:	The City will use this loan to provide permanent financing for the sanitary sewer gatewell repairs.
Data/Analysis and Strategies:	The issuance of capital loan notes commits the city to future repayment.
Implementation, Accountability, and Communication:	Repayment will be made from the Sewer fund, using sewer fees.
Expenditure Required/Source of Funds:	The principal amount plus interest will be required to be repaid in the future.
Alternative:	The City could choose not to sell the Capital Loan Notes. Not issuing the notes would create financial stress on the Sewer fund. The State of Iowa Clean Water Revolving Loan fund requires that funds be spent prior to finalizing the loan.

CITY OF WATERLOO, IOWA

CITY CLERK AND FINANCE DEPARTMENT

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

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GREIDER
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: April 18, 2022
Prepared: April 5, 2022
Dept. Head Signature: Michelle Weidner

Number of Attachments: None

SUBJECT: Sewer Revolving Fund Taxable Sewer Revenue Capital Loan Notes, Series 2022A
Sanitary Sewer Gatewell Repairs –
Phase I - $4,202,000

Submitted by: Michelle Weidner, Chief Financial Officer

Recommended City Council Actions:

Adopt a resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Waterloo, Iowa and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of $4,202,000 Taxable Sewer Revenue Capital Loan Notes, Series 2022A, of the City of Waterloo, Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of said Notes.

Summary Statement: The notes will evidence the obligations of the City thereunder, the proceeds of which will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with Sanitary Sewer Gatewell Repairs.

Expenditure Required: The principal amount plus interest will be required to be repaid in the future.

Source of Funds: Repayment will be made from the Sewer fund, using sewer fees.

Policy Issue: The issuance of capital loan notes commits the city to future repayment.

Alternative: The City could choose not to sell the Capital Loan Notes. Not issuing the notes would create financial stress on the Sewer fund.
The State of Iowa Clean Water Revolving Loan fund requires that funds be spent prior to finalizing the loan.

Background: The City will use this loan to provide permanent financing for the Sanitary Sewer Gatewells project.

CITY OF WATERLOO

Council Communication

Resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Waterloo, Iowa and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of $1,036,000.00 Taxable Sewer Revenue Capital Loan Notes, Series 2022C, of the City of Waterloo, Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of said Notes, and authorizing the Mayor to execute said document.

City Council Meeting: 4/18/2022
Prepared: 4/5/2022

ATTACHMENTS:

	Description	Type
	Council Comm SRF Loan Pre-auth CIPP Phase IV A2	Backup Material

SUBJECT:	Resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Waterloo, Iowa and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of $1,036,000.00 Taxable Sewer Revenue Capital Loan Notes, Series 2022C, of the City of Waterloo, Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of said Notes, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Summary Statement:	The notes will evidence the obligations of the City thereunder, the proceeds of which will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with Cured In Place Pipe Lining Phase IV A2 project.
Neighborhood Impact:	The City will use this loan to provide permanent financing for the Cured in Place Pipelining Phase IV 2A project.
Data/Analysis and Strategies:	The issuance of capital loan notes commits the city to future repayment.
Implementation, Accountability, and Communication:	Repayment will be made from the Sewer fund, using sewer fees.
Expenditure Required/Source of Funds:	The principal amount plus interest will be required to be repaid in the future.
Alternative:	The City could choose not to sell the Capital Loan Notes. Not issuing the notes would create financial stress on the Sewer fund. The State of Iowa Clean Water Revolving Loan fund requires that funds be spent prior to finalizing the loan.

CITY OF WATERLOO, IOWA

CITY CLERK AND FINANCE DEPARTMENT

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

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GREIDER
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: April 18, 2022
Prepared: April 5, 2022
Dept. Head Signature: Michelle Weidner

Number of Attachments: None

SUBJECT: Sewer Revolving Fund Taxable Sewer Revenue Capital Loan Notes, Series 2022A
US Highway 63 South Sanitary Sewer Upgrade – Phase I - $8,105,000

Submitted by: Michelle Weidner, Chief Financial Officer

Recommended City Council Actions:

Adopt a resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Waterloo, Iowa and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of $8,105,000 Taxable Sewer Revenue Capital Loan Notes, Series 2022A, of the City of Waterloo, Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of said Notes.

Summary Statement: The notes will evidence the obligations of the City thereunder, the proceeds of which will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with the US Highway 63 South Sanitary Sewer Upgrade.

Expenditure Required: The principal amount plus interest will be required to be repaid in the future.

Source of Funds: Repayment will be made from the Sewer fund, using sewer fees.

Policy Issue: The issuance of capital loan notes commits the city to future repayment.

Alternative: The City could choose not to sell the Capital Loan Notes. Not issuing the notes would create financial stress on the Sewer fund.
The State of Iowa Clean Water Revolving Loan fund requires that funds be spent prior to finalizing the loan.

Background: The City will use this loan to provide permanent financing for the US Highway 63 South Sanitary Sewer Upgrade Phase I project.

CITY OF WATERLOO

Council Communication

Resolution approving a Professional Services Agreement with HDR Engineering of Omaha Nebraska, in conjunction with the Upgrade to Adaptive Traffic Signal Technology on Logan Avenue Project, DOT No. STGB-SWAP-8155(781)--SH-07, in an amount not to exceed $23,000.00, and authorizing the Mayor to execute said document.

City Council Meeting: 4/18/2022
Prepared: 4/6/2022

ATTACHMENTS:

	Description	Type
🗋	Logan Avenue ASCT Engineering Agreement	Backup Material

SUBJECT:	Resolution approving a Professional Services Agreement with HDR Engineering of Omaha Nebraska, in conjunction with the Upgrade to Adaptive Traffic Signal Technology on Logan Avenue Project, DOT No. STGB-SWAP-8155(781)--SH-07, in an amount not to exceed $23,000.00, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Mohammad Elahi, Traffic Engineer
Recommended Action:	Approve Resolution
Summary Statement:	This project upgrades 5 signalized intersection from Conger Street to Donald Street on Logan Avenue (U.S. 63) and includes upgrading signal technology to adaptive technology and replacing the failing video detection system. This Agreement is subject to Iowa Department of Transportation concurrence.
Neighborhood Impact:	Improve air quality.
Expenditure Required/Source of Funds:	$23,000.00 80% Grant Funds 20% Bond Funds

CITY OF WATERLOO

Council Communication

Resolution approving construction plans for the private sanitary sewer extension serving 146 Martin Road Condominiums, as submitted by Helland Engineering and Surveying, LTD, of Cedar Falls, Iowa, and a Sewage Treatment Agreement, DNR Form 29 (Nov 00) with the Department of Natural Resources, and final acceptance of construction plans, subject to the review and acceptance by the Department of Natural Resources, and authorizing the Mayor to execute said documents.

City Council Meeting: 4/18/2022
Prepared: 4/5/2022

ATTACHMENTS:

	Description	Type
	Condo Plans	Backup Material
	IDNR Treatment Agreement	Backup Material

SUBJECT:	Resolution approving construction plans for the private sanitary sewer extension serving 146 Martin Road Condominiums, as submitted by Helland Engineering and Surveying, LTD, of Cedar Falls, Iowa, and a Sewage Treatment Agreement, DNR Form 29 (Nov 00) with the Department of Natural Resources, and final acceptance of construction plans, subject to the review and acceptance by the Department of Natural Resources, and authorizing the Mayor to execute said documents.
Submitted by:	Submitted By: Dennis Gentz, PE, Assistant City Engineer
Summary Statement:	These construction plans have been reviewed by the Engineering Department. They appear to meet current design standards and specifications, therefore they are recommended for approval by the City Council. This is a private sanitary sewer.

Neighborhood Impact:

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
A.01	TITLE SHEET
A.02	LEGEND/INDEX OF REVISIONS
C.01-C.02	GENERAL NOTES
C.03	ESTIMATED QUANTITIES, REFERENCE INFORMATION
D.01	SITE PLAN
M.01-M.03	STORMWATER CALCULATIONS
MSA.01	SANITARY SEWER PLAN AND PROFILE
MSA.01	SANITARY SEWER TABULATIONS
MWM.01	WATER MAIN PLAN AND PROFILE
MWM.02	WATER MAIN TABULATIONS/GENERAL DETAILS
R.01-R.03	SWPPP

PLANS FOR PROPOSED IMPROVEMENTS
FOR
"146 MARTIN ROAD CONDOMINIUMS"
WATERLOO, BLACK HAWK COUNTY, IOWA
FEBRUARY 2021

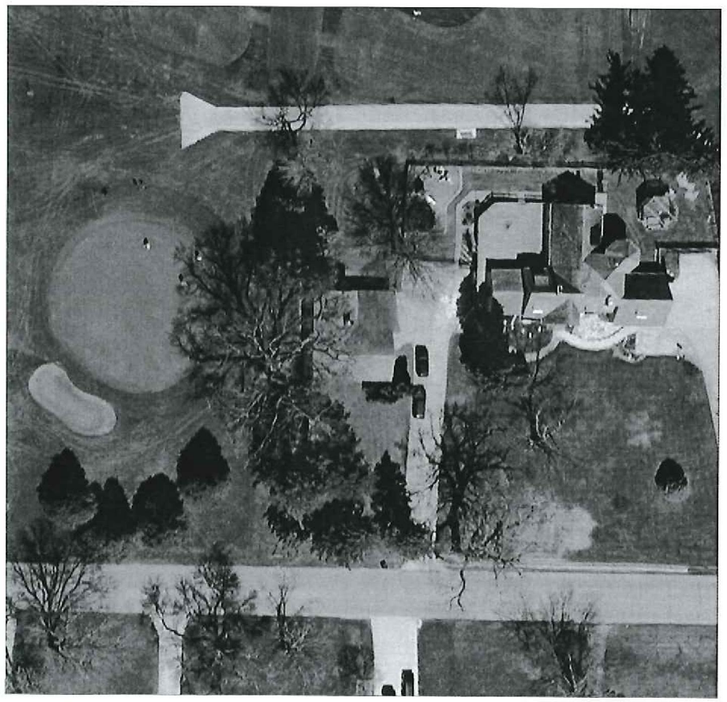
SPECIFICATIONS

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE 2022 SUDAS STANDARD SPECIFICATIONS AND CITY OF WATERLOO SUPPLEMENTAL SPECIFICATIONS.

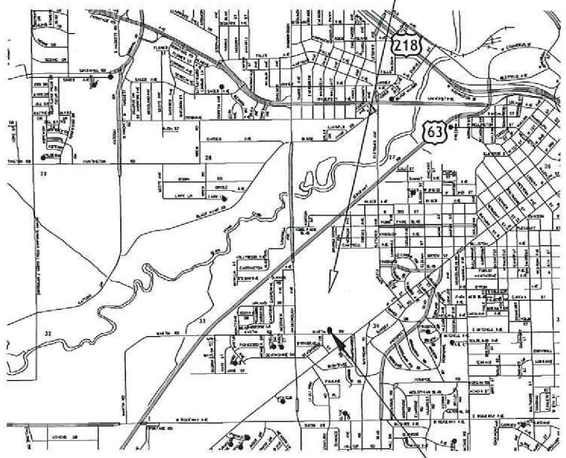
DATE OF FIRST SUBMITTAL: 03/03/2021	
REVISIONS	
NO.	DATE
1	04/07/2021
2	02/24/2022
3	03/07/2022

2022 EDITION URBAN STANDARD SPECIFICATIONS

NUMBER	DATE	IDENTIFICATION
3010.101	04/17/18	TRENCH BEDDING AND BACKFILL ZONES
3010.103	04/20/20	FLEXIBLE GRAVITY PIPE TRENCH BEDDING
4010.201	04/21/20	SANITARY SEWER SERVICE STUB
5010.101	10/18/16	THRUST BLOCKS
5010.102	10/18/16	TRACER SYSTEM
6010.301	04/20/20	SANITARY SEWER MANHOLE
7010.101	04/21/20	JOINTS
7010.102	04/21/20	PCC CURB DETAILS
8030.101	10/17/17	TEMPORARY TRAFFIC CONTROL GENERAL INFORMATION



IRV WARREN MEMORIAL GOLF COURSE



PROJECT SITE

WATERLOO, BLACK HAWK COUNTY, IOWA
NOT TO SCALE

IOWA ONE CALL 800 / 292-8989 TOLL FREE CALL - BEFORE - YOU - DIG

INDEX OF REVISIONS 04/07/2021	
SHEET NO.	DESCRIPTION
A.01	ADDED INDEX OF REVISIONS.
C.01	ADDED CITY OF WATERLOO PUBLIC WORKS TO CONTACT INFORMATION.
C.03	REVISED BID ITEM #21.
D.01	ADDED DETAILS OF DETENTION POND OVERFLOW PATH AND OUTLET PIPE. CHANGED RIP-RAP TO EROSION STONE. ADDED NOTE ABOUT REMOVAL OF TREES. ADDED NOTE ABOUT PARKING STALLS.
M.01	ADDED STORM WATER PATH.
M.03	REVISED DETAIL OF RISER.
MSA.01	REVISED SANITARY SEWER PROFILE AND TABULATIONS.
MWM.01	ADDED 10½" A.C.C. PAVEMENT NOTE.

INDEX OF REVISIONS 02/24/2022	
SHEET NO.	DESCRIPTION
A.01, C.01	CHANGED SUDAS SPECIFICATIONS FROM 2021 TO 2022

HES
HELLAND ENGINEERING & SURVEYING, LTD.
6109 Chancellor Drive
Cedar Falls, Iowa 50613-6916
(319)-266-0161

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

PROFESSIONAL ENGINEER
RONALD D. ARENDS
11325
IOWA

Ronald D. Arends
License Number 11325
My license renewal date is December 31, 2022.

LEGEND

ST	STORM SEWER MAIN	SANMH#1	PROPOSED SANITARY MANHOLE	RR	RAILROAD SIGNALS
SAN	SANITARY SEWER MAIN	STMH#1	PROPOSED STORM MANHOLE	FP	FLAGPOLE
W	WATER MAIN		PROPOSED AREA STORM INTAKE		STUMP
G	GAS MAIN	C.O.	PROPOSED CLEAN OUT		DUMPING AREA
OE	ELECTRIC		PROPOSED VALLEY (w/DIRECTION OF FLOW)	WV	WATER VALVE
C	COMMUNICATION	DT	PROPOSED DRAIN TILE (w/SIZE) (DRAIN TILE SLOPE IS 1%, UNLESS NOTED OTHERWISE)	GV	GAS VALVE
FO	FIBER OPTIC CABLE			CS	CURB STOP
	PROPOSED P.C.C. PAVEMENT	00.00	PROPOSED PAVEMENT GRADE	BH	BEEHIVE INLET
		00.00BC	PROPOSED TOP OF CURB GRADE	DT	DRAIN TILE OUTLET
	EXISTING A.C.C. PAVEMENT		PROPOSED ROCK RIP-RAP	B#1	SOIL BORING LOCATION
	PROPOSED CURB AND GUTTER		EXISTING ADA DETECTABLE WARNING	DS	PROPOSED DOWNSPOUT LOCATION
	EXISTING PIPE CULVERT		HYDRANT - PLAN VIEW		TRAFFIC SIGNAL POLE
	EXISTING PROPERTY LINE		HYDRANT - PROFILE VIEW		IRRIGATION HEAD
	EXISTING SANITARY MANHOLE	E	ELECTRICAL PEDESTAL	PC	PROPERTY CORNER
	EXISTING STORM MANHOLE	C	CABLE BOX	CP	CONTROL POINT
	EXISTING SIGN	T	TELEPHONE PEDESTAL		LIGHT POLE
	EXISTING TWO-POST SIGN	M	EXISTING MAILBOX		LIGHT ON MAST ARM
	EXISTING CONTOUR	FO	FIBER OPTICS BOX		POWER POLE
000	PROPOSED CONTOUR				POWER POLE W/GUY WIRE
	PAVEMENT REMOVAL AREA				SILT FENCE
					EXISTING CHAINLINK FENCE
					FILTER SOCKS
					EXISTING TREE

INDEX OF REVISIONS 03/07/2021	
SHEET NO.	DESCRIPTION
A.01	REVISED INDEX OF SHEETS
A.02	ADDED INDEX OF REVISIONS.
C.03	REVISED WATER MAIN SIZE FROM 4 IN. TO 6 IN. REVISED BID ITEMS #10 AND #12.
MWM.02	ADDED WATER MAIN GENERAL DETAILS
R.01-R.03	REMOVED THESE SHEETS FROM THE PLAN SET AND RENUMBERED SHEETS R.04-R.06 TO R.01-R.03

SPECIFICATIONS

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE 2022 SUDAS STANDARD SPECIFICATIONS AND CITY OF WATERLOO SUPPLEMENTAL SPECIFICATIONS.

CONTACT INFORMATION

WATERLOO WATERWORKS
325 SYCAMORE STREET
WATERLOO, IA 50703
319-232-6280

MCI COMMUNICATIONS SERVICES, INC.
VERIZON BUSINESS
OSPN NATIONAL SUPPORT/INVESTIGATIONS
2400 NORTH GLENVILLE
RICHARDSON, TX 75802
972-729-6016

MEDIACOM
TECHNICAL OPERATIONS MANAGER
4010 ALEXANDRA DRIVE
WATERLOO, IA 50702
319-235-2197 EXT. 3036

IOWA NETWORK SERVICES (INS)
OUTSIDE PLANT MANAGER
4201 CORPORATE DRIVE
DES MOINES, IA 50266
515-830-0445

MIDAMERICAN ENERGY COMPANY
260 FAIRVEIW AVENUE
WATERLOO, IA 50704-6000
319-291-4700
GAS: 319-291-4728
ELECTRIC: 319-291-9669
TOLL FREE: 800-329-6261

ONE-CALL--FIELD LOCATES 1-800-292-8989

McLEOD "WINDSTREAM" PAETEC
929 MARTHA'S WAY
HIAWATHA, IA 52233
319-790-7510

CENTURY LINK (QWEST)
1010 STRATFORD AVENUE
WATERLOO, IA 50701
319-291-9435

IOWA DOT
DISTRICT 2 OFFICE
428 - 43RD ST. SW
MASON CITY, IA 50401
641-423-7584
800-477-4368

LOCAL OFFICE
1875 WEST RIDGEWAY AVENUE
WATERLOO, IOWA 50701
319-233-3055

CITY OF WATERLOO ENGINEERING DEPT.
CITY HALL
715 MULBERRY STREET
WATERLOO, IA 50703
319-291-4312

CITY OF WATERLOO PUBLIC WORKS
625 GLENWOOD STREET
WATERLOO, IA 50703
STREET DEPT. 319-291-4267
TRAFFIC DEPT. 319-291-4440
WASTE MGMT. 319-291-4553
LEISURE SERVICES
PARKS/FORESTRY/GOLF
1101 CAMPBELL AVENUE
WATERLOO, IOWA 50701
319-291-4370

GENERAL NOTES

UTILITIES SHOWN ARE UNDERGROUND UNLESS NOTED OTHERWISE. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES, FIELD OBSERVATIONS AND DRAWINGS PROVIDED TO THIS SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ALL UTILITIES ARE NOT SHOWN. ADDITIONAL AERIAL AND/OR BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATED BURIED UTILITIES/STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN CONTACT "IOWA ONE CALL" 1-800-292-8989.

GENERAL NOTES

THE LOCATION OF ALL EXISTING UTILITIES AND SEWERS INDICATED ON THESE PLANS ARE TAKEN FROM EXISTING RECORDS AND ARE NOT GUARANTEED BY THE OWNER OR THE ENGINEER. THE CONTRACTOR SHALL CONFIRM THE EXACT LOCATIONS AND ELEVATIONS OF THESE AND OTHER FACILITIES THAT MAY EXIST BUT ARE NOT SHOWN ON THE PLANS PRIOR TO SUBMITTING BIDS. THE CONTRACTOR SHALL EXPOSE THOSE UTILITIES AND SEWERS AS DIRECTED IN THE FIELD BY THE ENGINEER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS SO THE EXACT LOCATIONS AND ELEVATIONS MAY BE DETERMINED. NO DIRECT PAYMENT SHALL BE MADE FOR THIS WORK AND SHALL BE CONSIDERED INCIDENTAL TO OTHER APPLICABLE WORK, EXCEPT AS NOTED.

THE CONTRACTOR SHALL NOTIFY THE RESPECTIVE UTILITIES AND/OR CITY DEPARTMENTS PRIOR TO COMMENCING WORK ON THE PROJECT AND TO THEREAFTER COORDINATE NECESSARY ADJUSTMENT AND/OR RELOCATIONS SO AS TO ELIMINATE DELAYS AND SERVICE INTERRUPTIONS. THE CONTRACTOR SHALL NOT BE COMPENSATED FOR DELAYS AND/OR EXTRA COSTS DUE TO CONFLICTS WITH ANY UNDERGROUND UTILITY OR SEWER FACILITY UNLESS OTHERWISE NOTED. 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.

CONTRACTOR SHALL MAINTAIN ALL STAKES AND REPORT ANY DAMAGE TO THE ENGINEER. CONTRACTOR SHALL VERIFY ALL GRADES, LINES, LEVELS AND DIMENSIONS AS SHOWN ON THE DRAWINGS, AND HE SHALL REPORT ANY ERRORS OR INCONSISTENCIES TO THE ENGINEER PRIOR TO COMMENCING WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING SURVEY STAKES AND MARKS, AND IF ANY SURVEY STAKES OR MARKS ARE CARELESSLY OR WILLFULLY DESTROYED OR DISTURBED BY THE CONTRACTOR, HE SHALL BE RESPONSIBLE FOR THE MISTAKES THAT MAY BE CAUSED BY THEIR LOSS OR DISTURBANCE AND SHALL BE RESPONSIBLE FOR THE COST OF REPLACING THEM.

THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE OF MATERIALS. STORAGE, PARKING AND SERVICE AREA(S) WILL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.

ALL WASTE AREAS OR DISPOSAL SITES PROVIDED BY CONTRACTOR SHALL BE APPROVED BY THE ENGINEER PRIOR TO DISPOSAL OF ANY EXCESS MATERIAL. NO PAYMENT FOR OVERHAUL WILL BE MADE FOR THE AFOREMENTIONED ITEMS.

THE PRIME CONTRACTOR SHALL APPLY, OR ENSURE ALL NECESSARY MOISTURE HAS BEEN APPLIED TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST. NO PAYMENT SHALL BE MADE FOR THIS WORK, AND IT SHALL BE CONSIDERED INCIDENTAL TO APPLICABLE ITEMS.

REMOVED MATERIALS -- ALL MATERIALS REMOVED AS PART OF THIS CONTRACT SHALL REMAIN THE PROPERTY OF THE OWNER UNLESS THE OWNER DETERMINES THAT THE MATERIALS ARE NOT SALVAGEABLE AND THE OWNER DOES NOT WANT TO RETAIN OWNERSHIP OF THE MATERIALS. MATERIALS DESIGNATED IN THE FIELD BY THE ENGINEER AS NONSALVAGEABLE SHALL BE HAULED AND DISPOSED OF BY THE CONTRACTOR AT NO COST TO THE OWNER. 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.

GENERAL NOTES

TRAFFIC CONTROL DURING CONSTRUCTION -- THE CONTRACTOR SHALL, 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 REVISION OF PART VI OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" 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. ENCAPSULATED LENS SHEETING IS REQUIRED FOR THIS PROJECT. BARRICADES SHALL ALSO INCLUDE FLASHING WARNING LIGHTS. WHEN USED FOR TRAFFIC CONTROL OR PROTECTION OF THE WORK SITE, FENCING MUST BE FIRMLY SUPPORTED IN AN UPRIGHT POSITION. THE ENGINEER MAY DIRECT THE USE OF ADDITIONAL SUPPORTS, OR OTHER SUPPLEMENTS TO ENSURE PROPER PLACEMENT AND DURABILITY OF THE INSTALLATION. THESE SUPPLEMENTS SHALL BE INCIDENTAL TO THE TRAFFIC CONTROL BID ITEM.

RIGHT OF WAY AND CONSTRUCTION EASEMENTS -- SPECIAL CARE SHALL BE TAKEN TO PREVENT DAMAGE TO EXISTING TREES AND SHRUBS LOCATED IN THE CONSTRUCTION AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY TREES OR SHRUBS NOT DESIGNATED FOR REMOVAL BY THE ENGINEER. THE CONTRACTOR SHALL RESTRICT HIS OPERATIONS TO THE DESIGNATED R.O.W. OR EASEMENT AREAS UNLESS PRIOR APPROVAL IS OBTAINED FROM THE ENGINEER IN WRITING.

EXCESS DIRT RESULTING FROM CONSTRUCTION OPERATIONS AND WHICH IS NOT TO BE INCORPORATED INTO THE PROJECT AT LOCATIONS INDICATED IN THE PLANS OR SPECIFICATIONS SHALL BE HAULED TO APPROVED RUBBLE SITES OR OTHER LOCATION APPROVED BY THE CITY. RUBBLE, RUBBISH, TREES, BRUSH, AND OTHER UNSUITABLE BACKFILL MATERIALS, AS DESIGNATED BY THE CITY ENGINEER, SHALL BE HAULED TO THE COUNTY LANDFILL OR OTHER APPROVED RUBBLE SITE. ALL LANDFILL CHARGES ARE TO BE CONSIDERED INCIDENTAL TO THE CONTRACT AND ARE THE RESPONSIBILITY OF THE CONTRACTOR.

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.

MANHOLE AND INLET BOXOUT AND ADJUSTMENT IS INCIDENTAL TO PAVING, UNLESS OTHERWISE NOTED.

PLAN AND PROFILE SHEETS INCLUDED IN THE PROJECT ARE FOR THE PURPOSE OF ALIGNMENT, LOCATION AND SPECIFIC DIRECTIONS FOR THE WORK TO BE PERFORMED UNDER THIS CONTRACT. IRRELEVANT DATA ON THESE SHEETS IS NOT TO BE CONSIDERED A PART OF THIS CONTRACT.

ALL HOLES RESULTING FROM OPERATIONS OF THE CONTRACTOR, INCLUDING REMOVAL OF GUARDRAIL POSTS, FENCE POSTS, UTILITY POLES, OR FOUNDATION STUDIES, SHALL BE FILLED AND CONSOLIDATED TO FINISHED GRADE AS DIRECTED BY THE ENGINEER TO PREVENT FUTURE SETTLEMENT. THE VOIDS SHALL BE FILLED AS SOON AS PRACTICAL - PREFERABLY THE DAY CREATED AND NOT LATER THAN THE FOLLOWING DAY. ANY PORTION OF THE RIGHT-OF-WAY OR PROJECT LIMITS (INCLUDING BORROW AREAS AND OPERATION SITES) DISTURBED BY ANY SUCH OPERATIONS SHALL BE RESTORED TO AN ACCEPTABLE CONDITION. THIS OPERATION SHALL BE CONSIDERED INCIDENTAL TO OTHER BID ITEMS IN THE PROJECT.

GENERAL NOTES

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL (EXCAVATED MATERIAL OR BROKEN CONCRETE) WHICH IS NOT DESIRABLE TO BE INCORPORATED INTO THE WORK INVOLVED ON THIS PROJECT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT AREAS (INCLUDING HAUL ROADS) SELECTED FOR WASTE OR DISPOSAL DO NOT IMPACT 1) CULTURALLY SENSITIVE SITES OR GRAVES, OR 2) WETLANDS OR "WATERS OF THE U.S.", INCLUDING STREAMS OR STREAM BANKS BELOW THE "ORDINARY HIGH WATER MARK", WITHOUT AN APPROVED U.S. ARMY CORPS OF ENGINEERS SECTION 404 PERMIT. NO PAYMENT FOR OVERHAUL WILL BE ALLOWED FOR MATERIAL HAULED TO THESE SITES. NO MATERIAL SHALL BE PLACED WITHIN THE RIGHT-OF-WAY, UNLESS SPECIFICALLY STATED IN THE PLANS.

ALL BORROW AREAS, STOCKPILE AREAS, HAUL ROADS AND AREAS USED FOR EQUIPMENT ON THIS PROJECT WILL REQUIRE SUBSOIL TILLAGE TO AN AVERAGE DEPTH OF 16 INCHES TO 20 INCHES PRIOR TO PLACEMENT OF TOPSOIL AND/OR STABILIZING CROP SEEDING. SUCH TILLAGE SHALL BE ACCOMPLISHED ON A MAXIMUM OF THREE FOOT CENTERS AND AT RIGHT ANGLES TO THE FINISHED SLOPE OF THE BORROW. EQUIPMENT USED TO ACCOMPLISH THE TILLAGE SHALL BE EQUIPPED WITH AN ARROWHEAD-TYPE SHOE SO AS TO PROVIDE LATERAL DISPLACEMENT AND LIMIT THE MOVEMENT OF THE SUBSOIL TO THE SURFACE. IT SHALL BE APPROVED BY THE ENGINEER FOR THE USE INTENDED. THIS WORK WILL BE CONSIDERED INCIDENTAL TO OTHER WORK ON THE PROJECT AND NO PAYMENT WILL BE ALLOWED. IT IS INTENDED THAT FOLLOWING SUBSOIL TILLAGE, THE AREA REMAINS IN A "LOOSENED" CONDITION. ADDITIONAL COMPACTION OR THE OPERATION OF HEAVY EQUIPMENT, OTHER THAN REQUIRED FOR TOPSOIL PLACEMENT AND SHAPING, SHALL NOT BE ALLOWED ON AREAS WHICH HAVE RECEIVED SUBSOIL TILLAGE.

THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST. REFER TO ARTICLE 1107.07 OF THE CURRENT STANDARD SPECIFICATIONS FOR ADDITIONAL DETAILS.

IN ORDER TO AVOID ANY UNNECESSARY SURFACE BREAKS OR PREMATURE SPALLING, THE CONTRACTOR IS CAUTIONED TO EXERCISE EXTREME CARE WHEN PERFORMING ANY OF THE NECESSARY SAW CUTTING OPERATIONS FOR THE PROPOSED PAVEMENT REMOVAL.

THE TOP SIX (6) INCHES OF THE DISTURBED AREAS SHALL BE FREE OF ROCK AND DEBRIS AND SHALL BE SUITABLE FOR THE ESTABLISHMENT OF VEGETATION, SUBJECT TO THE APPROVAL OF THE ENGINEER.

THE CONTRACTOR IS EXPECTED TO HAVE MATERIALS, EQUIPMENT, AND LABOR AVAILABLE ON A DAILY BASIS TO INSTALL AND MAINTAIN EROSION CONTROL FEATURES ON THE PROJECT. THIS MAY INVOLVE SEEDING, OR THE INSTALLATION & MAINTENANCE OF SILT FENCE, ROCK DITCH CHECKS, SILT BASINS, OR SILT DIKES.

SOME ADJUSTMENTS IN THE MOISTURE CONTENT OF ON-SITE SOILS SHOULD BE ANTICIPATED ON THIS PROJECT TO ACHIEVE ADEQUATE COMPACTION. THE SOIL'S WATER CONTENT AT THE TIME OF COMPACTION SHOULD BE AT -2% TO + 3% OF THE SOILS OPTIMUM MOISTURE VALUE AS DETERMINED BY THE STANDARD PROCTOR TEST (ASTM D-698).

ALL FILL MATERIALS SHALL BE PLACED AND COMPACTED IN LIFTS NOT EXCEEDING 9 INCHES IN LOOSE THICKNESS. ALL FILL MATERIAL PLACED IN PAVEMENT AREAS, WITH THE EXCEPTION OF THE FILL BELOW THE M & D LAYER, SHALL BE COMPACTED TO 95% OF THE SOIL'S MAXIMUM STANDARD PROCTOR DRY DENSITY (ASTM D-698). ALL FILL MATERIAL PLACED BELOW THE M & D LAYER SHALL BE TYPE "A" COMPACTION.

GENERAL NOTES

CONTRACTOR SHALL NOTIFY OWNER OR OWNER'S ENGINEER IF UNSUITABLE SUBGRADE MATERIAL IS ENCOUNTERED. IT IS THE RESPONSIBILITY OF THE OWNER TO STABILIZE SUBGRADE PRIOR TO BACKFILLING OR SUBBASE CONSTRUCTION. COORDINATE WORK WITH OWNER, OWNER'S ENGINEER AND CITY OF WATERLOO ENGINEERING.

IF SOME TIME WILL ELAPSE BETWEEN SUBGRADE PREPARATION AND PAVEMENT CONSTRUCTION, SUBGRADE SHALL BE REWORKED AND RE-TESTED PRIOR TO PLACEMENT OF THE PAVEMENT. SITE GRADING SHALL BE SLOPED TO PROVIDE RAPID DRAINAGE OF SURFACE WATER AWAY FROM PAVEMENTS AND STRUCTURES. ANY WORK PERFORMED DUE TO SUBGRADE DEGRADATION AFTER INITIAL SCARIFYING AND PROFF-ROLLING IS INCIDENTAL TO THE PROJECT. GRANULAR SUBBASE SHALL MEET THE REQUIREMENTS OF SECTION 97043 OF THE I.D.O.T. SUPPLEMENTAL SPECIFICATIONS. POROUS BACKFILL MEETING THE REQUIREMENTS OF SECTION 4131 OF THE 2012 I.D.O.T. STANDARD SPECIFICATIONS IS CONSIDERED INCIDENTAL TO THE PERFORATED SUB-DRAIN SYSTEM. DRAIN TILE SHALL BE INSTALLED BASED ON I.D.O.T. STANDARD RF-19C.

ESTIMATED PROJECT QUANTITIES

ITEM NO.	CODE	ITEM	QUANTITIES	UNITS
1	2010-C	CLEARING AND GRUBBING	1	LS
2	2010-D-1	TOPSOIL, OFF-SITE	210	CY
3	2010-G	SUBGRADE PREPARATION	620	SY
4	2010-H	SUBGRADE TREATMENT, GEOGRID	541	SY
5	2010-I	SUBBASE, MODIFIED, 6 IN.	620	SY
6	4010-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC TRUSS, 8 IN.	167	LF
7	4020-A-1	STORM SEWER, TRENCHED, PVC, 6 IN.	26	LF
8	5010-A-1	WATER MAIN, TRENCHED, D.I., 6 IN.	247	LF
9	5010-C-1	FITTING, 45° BEND, D.I., 6 IN.	2	EA
10	5010-D	WATER SERVICE STUB, COPPER, 1 IN.	5	EA
11	5020-B	TAPPING VALVE ASSEMBLY, 6 IN. x 6 IN.	1	EA
12	5020-D	FLUSHING DEVICE (BLOWOFF), 2 IN.	1	EA
13	6010-A-1	MANHOLE, SW-301, 48"Ø	1	EA
14	6010-G	CONNECTION TO EXISTING MANHOLE	1	EA
15	7010-A	PAVEMENT, P.C.C. 6 IN. CLASS "C"	33	SY
16	7010-A	PAVEMENT, P.C.C. 8 IN. CLASS "C"	557	SY
17	7040-H	PAVEMENT REMOVAL	327	SY
18	8020-B	TEMPORARY TRAFFIC CONTROL	1	EA
19	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	0.13	AC
20	9040-A	SWPPP MANAGEMENT	1	LS
21	9040-J-0	EROSION STONE	14	TON
22	9040-N-1	SILT FENCE	350	LF
23	9040-N-2	SILT FENCE, REMOVAL OF DEVICE	350	LF
24	9040-O-1	STABILIZED CONSTRUCTION ENTRANCE	75	SY
25	11,020-A	MOBILIZATION	1	LS
26	11,050-A	CONCRETE WASHOUT	1	LS

THIS CONSTRUCTION PLAN SET DOES NOT INCLUDED ANY QUANTITIES FOR THE FOOTINGS, FOUNDATIONS, GRANULAR SUBBASE, P.C.C. PAVEMENT OR ANY OTHER ITEMS FOR THE CONSTRUCTION OF THE 5-PLEX.
QUANTITIES ARE SHOWN TO ASSIST THE CONTRACTOR, AND NOT INTENDED TO REPRESENT PAYMENT QUANTITIES.
CONTRACTOR IS RESPONSIBLE TO DETERMINE ACTUAL QUANTITIES REQUIRED TO COMPLETE THE PROJECT.

ITEM NO.	ESTIMATE REFERENCE INFORMATION
1	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 2010, REFER TO SUDAS SECTION 2010 § 1.08C FOR METHOD OF MEASUREMENT AND PAYMENT.
2	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 2010, REFER TO SUDAS SECTION 2010 § 1.08D FOR METHOD OF MEASUREMENT AND PAYMENT. QUANTITY ESTIMATED BASED ON STRIPPING, SALVAGING AND SPREADING 6" OF TOPSOIL. TOPSOIL DETERMINED TO BE UNSUITABLE SHALL BE REMOVED FROM SITE AND PROPERLY DISPOSED OF AND IS INCLUDED IN THIS ITEM. ANY ADDITIONAL TOPSOIL NEED TO MEET MINIMUM TOPSOIL DEPTH OF 6" SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM.
3	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 6010, REFER TO SUDAS SECTION 2010 § 1.08G FOR METHOD OF MEASUREMENT AND PAYMENT. SUBGRADE PREPARATION SHALL EXTEND 2 FEET BEYOND THE EDGE OF THE PROPOSED PAVEMENT. SUBGRADE EXPOSURE FOLLOWING REMOVAL OF PAVEMENT SHOULD BE MINIMIZED.
4	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 6010, REFER TO SUDAS SECTION 2010 § 1.08H FOR METHOD OF MEASUREMENT AND PAYMENT. GEOGRID, TYPE 2, DO NOT DRIVE EQUIPMENT OR VEHICLES ON THE EXPOSED GEOGRID UNTIL THE FULL SPECIFIED THICKNESS OF SUBBASED MATERIAL IS PLACED OVER THE GEOGRID.
5	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 6010, REFER TO SUDAS SECTION 2010 § 1.08I FOR METHOD OF MEASUREMENT AND PAYMENT. PLACEMENT OF MODIFIED SUBBASE BENEATH ALL LOCATIONS WHERE PAVEMENT IS TO BE PLACED AND EXTEND 2 FEET FROM THE EDGE OF THE PAVEMENT. MODIFIED SUBBASE SHALL BE PLACED WITHIN 24 HOURS OF THE COMPLETION OF SUBGRADE PREPARATION.
6	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 4010, REFER TO SUDAS SECTION 4010 § 1.08A FOR METHOD OF MEASUREMENT AND PAYMENT. CONTRACTOR SHALL USE PVC TRUSS PIPE FOR CONSTRUCTION OF SANITARY SEWER MAINS ON THIS PROJECT. SANITARY SEWER SHALL MEET REQUIREMENTS OF ASTM D2680. PIPE JOINTS SHALL BE IN ACCORDANCE WITH ASTM F477. CONNECTION TO EXISTING MANHOLES AND PIPE STUBS SHALL BE CONSIDERED INCIDENTAL TO THE BID ITEM. DEWATERING, IF NECESSARY, IS ALSO CONSIDERED INCIDENTAL TO THIS BID ITEM. EXISTING SEWER LOCATIONS AND ELEVATIONS TO BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.

ITEM NO.	ESTIMATE REFERENCE INFORMATION
7	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 4020, REFER TO SUDAS SECTION 4020 § 1.08A FOR METHOD OF MEASUREMENT AND PAYMENT.
8	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 5010, REFER TO SUDAS SECTION 5010 § 1.08A FOR METHOD OF MEASUREMENT AND PAYMENT.
9	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 5010, REFER TO SUDAS SECTION 5010 § 1.08C FOR METHOD OF MEASUREMENT AND PAYMENT.
10	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 5010, REFER TO SUDAS SECTION 5010 § 1.08D FOR METHOD OF MEASUREMENT AND PAYMENT. CURB STOPS TO HAVE STAINLESS STEEL SHUT OFF. EACH SERVICE TO BE INDIVIDUALLY METERED.
11	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 5020, REFER TO SUDAS SECTION 5020 § 1.08B FOR METHOD OF MEASUREMENT AND PAYMENT.
12	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 5020, REFER TO SUDAS SECTION 5020 § 1.08D FOR METHOD OF MEASUREMENT AND PAYMENT. SHALL BE METERED.
13	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 6010, REFER TO SUDAS SECTION 6010 § 1.08A FOR METHOD OF MEASUREMENT AND PAYMENT.
14	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 6010, REFER TO SUDAS SECTION 6010 § 1.08G FOR METHOD OF MEASUREMENT AND PAYMENT.
15-16	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 7010, REFER TO SUDAS SECTION 7010 § 1.08G FOR METHOD OF MEASUREMENT AND PAYMENT. COARSE AGGREGATE FOR P.C. CONCRETE SHALL BE CLASS 3 DURABILITY. ALL SAW CUTS REQUIRED FOR NEW P.C. CONCRETE SHALL BE CONSIDERED INCIDENTAL AND SHALL BE WET SAWN AS PER STANDARD SPECIFICATION SECTION 7010-3.02J2. THIS SHALL ALSO INCLUDE REMOVAL OF WET SAWN RESIDUE. CONCRETE SLURRY SHALL BE COLLECTED AND DISPOSED OF BY THE CONTRACTOR. JOINT SEALING SHALL BE COMPLETED BEFORE PAVEMENT IS OPEN TO TRAFFIC. ANY COLD WEATHER PROTECTION SHOULD BE PROVIDED PER SUDAS SPECIFICATIONS AT THE CONTRACTOR'S EXPENSE. CLASS C MIX IS REQUIRED.
17	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 7040, REFER TO SUDAS SECTION 7040 § 1.08H FOR METHOD OF MEASUREMENT AND PAYMENT.
18	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 8030, REFER TO SUDAS SECTION 8030 § 1.08A FOR METHOD OF MEASUREMENT AND PAYMENT.
19	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 9010, REFER TO SUDAS SECTION 9010 § 1.08B FOR METHOD OF MEASUREMENT AND PAYMENT.
20	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 9040, REFER TO SUDAS SECTION 9040 § 1.08A FOR METHOD OF MEASUREMENT AND PAYMENT.
21-22	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 9040, REFER TO SUDAS SECTION 9040 § 1.08J FOR METHOD OF MEASUREMENT AND PAYMENT.
23	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 9040, REFER TO SUDAS SECTION 9040 § 1.08N FOR METHOD OF MEASUREMENT AND PAYMENT.
24	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 9040, REFER TO SUDAS SECTION 9040 § 1.08O FOR METHOD OF MEASUREMENT AND PAYMENT.
25	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 11,020, REFER TO SUDAS SECTION 11,020 § 1.08A FOR METHOD OF MEASUREMENT AND PAYMENT.
26	THIS BID ITEM SHALL BE CONSTRUCTED AS PER IOWA SUDAS SECTION 11,050, REFER TO SUDAS SECTION 11,050 § 1.08A FOR METHOD OF MEASUREMENT AND PAYMENT.

IRV WARREN MEMORIAL GOLF COURSE
CITY OF WATERLOO

REMOVE TREES IN CONSTRUCTION AREA

PROPOSED SANITARY SEWER (SEE SHEET MSA.01)

CONCRETE STEP UNIT w/RAILING CENTURY GROUP 10067 (3.5' HEIGHT) OR EQUIVALENT) (TYPICAL)

0' 10' 20' 40'
SCALE: 1" = 20'

4:1 SIDE SLOPES

91.00 OUTLET (SEE DETAIL)

DETENTION OUTLET (SEE SHEET M.03)

4 TONS EROSION STONE

12 TONS EROSION STONE

PROPOSED STORM WATER DETENTION

26.00'

19.5'

20.0'

93.31

93.85

TOP OF BERM: 94.00

94.15

96.50

55.8'

PROPOSED 5-PLEX
(FLOOR ELEVATION: 96.50)

IRV WARREN MEMORIAL GOLF COURSE CITY OF WATERLOO

EACH UNIT HAS A LOWER LEVEL GARAGE PROVIDING TWO PARKING STALLS PER UNIT (TWO REQUIRED)

PROPOSED WATER MAIN (SEE SHEET MWM.01)

8' TEMPORARY CONSTRUCTION EASEMENT

REMOVE EXISTING PAVEMENT (HATCHED PORTION) (294 SY)

TWO PARKING STALLS (9'x22')

GARAGE

DETAIL OF OUTLET (NTS)

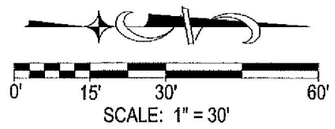
1 TON EROSION STONE

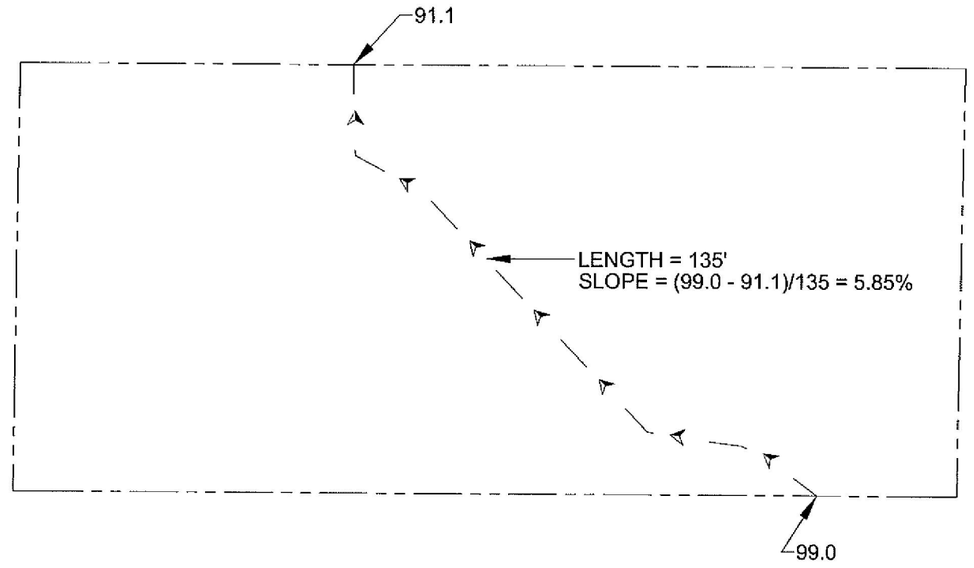
6"Ø PVC OUTLET: 91.00

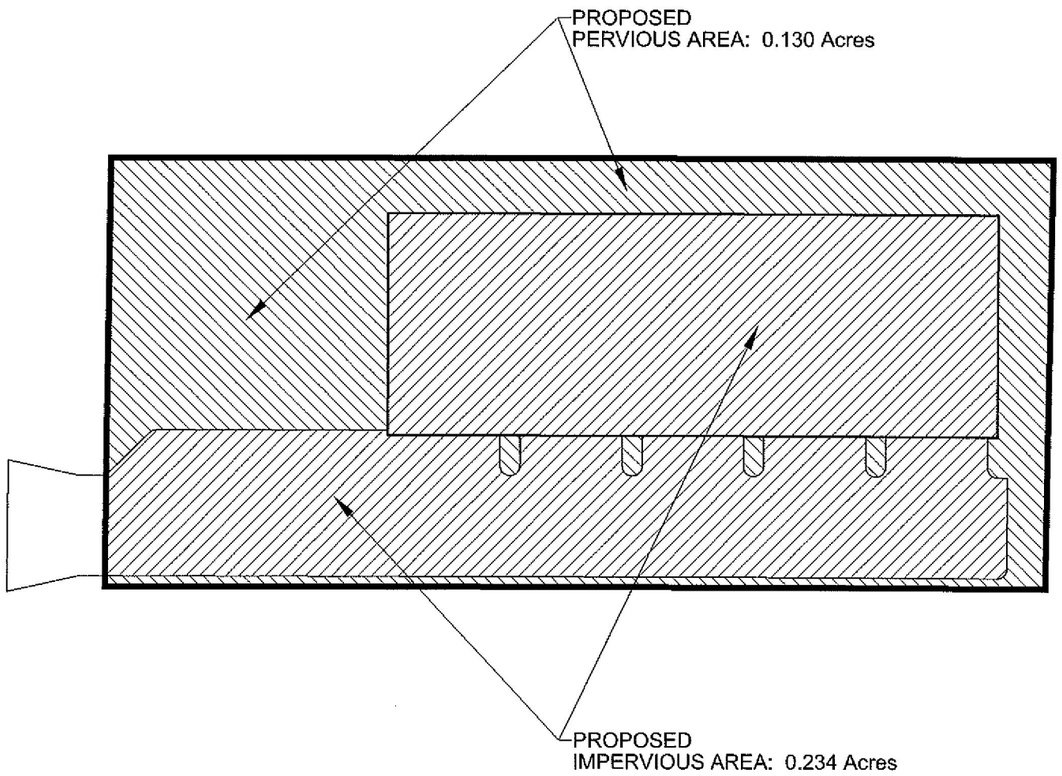
DETENTION POND OVERFLOW

93.90

HELLAND ENGINEERING & SURVEYING, LTD.	PARKING LOT SITE PLAN	"146 MARTIN ROAD CONDOMINIUMS"	SHEET D.01







PROPOSED COEFFICIENT

c = ((0.3)(Pervious Area)+(0.95)(Impervious Area))/(Total Area)

c = ((0.3)(0.13)+(0.95)(0.234))/(0.364) = 0.72

100 year STORM

(See Spreadsheet) = 1693 cu. ft.

1¼" RAINFALL

I = % impervious area = 0.234/0.364 = 64.3%

Rv = 0.05 + 0.009(I) = 0.05 + 0.009(64.3) = 0.629

WQv = [(1.25)(Rv)(A)]/12 = [(1.25)(0.629)(0.364)]/12 = 0.024 acre-ft, 0.024(43560) = 1045 cu. ft.

Q = Release rate = up to 1¼" rainfall released over 24 hours

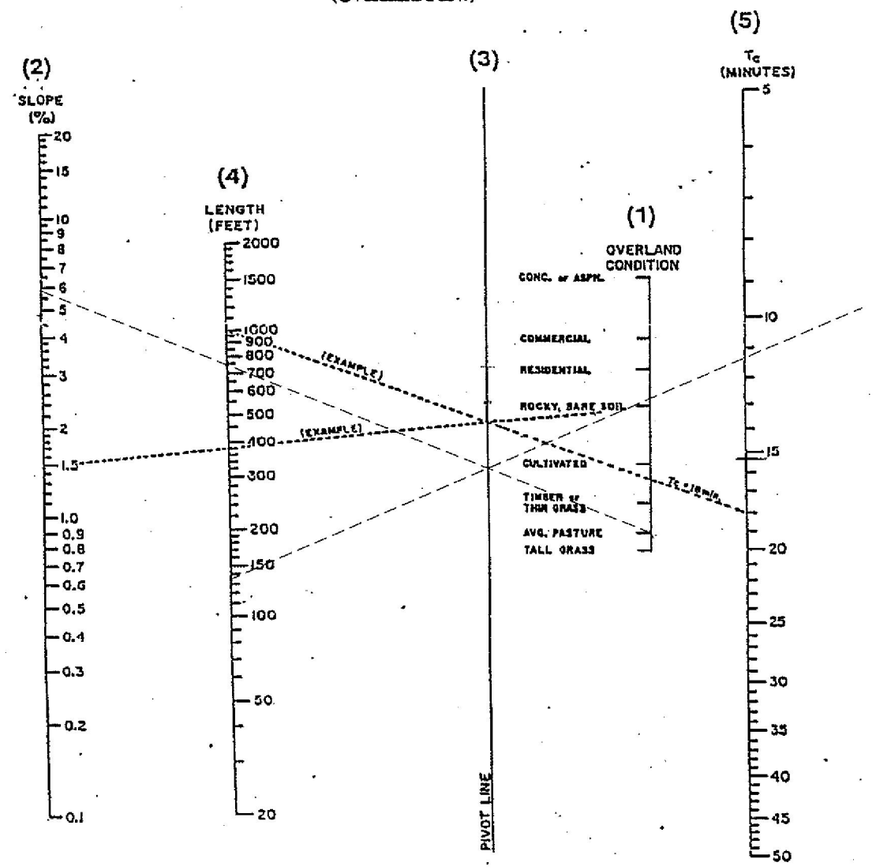
Q = 1045 / ((24)(60)(60))

Q = 0.012 cfs

§ 29-87

TIME OF CONCENTRATION

(Overland Flow)



EXAMPLE: Bare, Rocky Soil on 1.5% Slope. Find Time of Concentration for Overall Length of 1000 feet.

PROCEDURE: Connect Overland Condition (1) with Slope (2). Where Line Crosses the Pivot Line (3), Extend a Line from the Length (4) through the Pivot Line (3) to the Time of Concentration (5).

1938

Stormwater Detention Design

Site Area = length Wide 0.36 (Acres)

Impervious Area length Wide 0.23 (Acres)

Proposed Coef. = 0.7200

Pervious Area length Wide 0.13 (Acres)

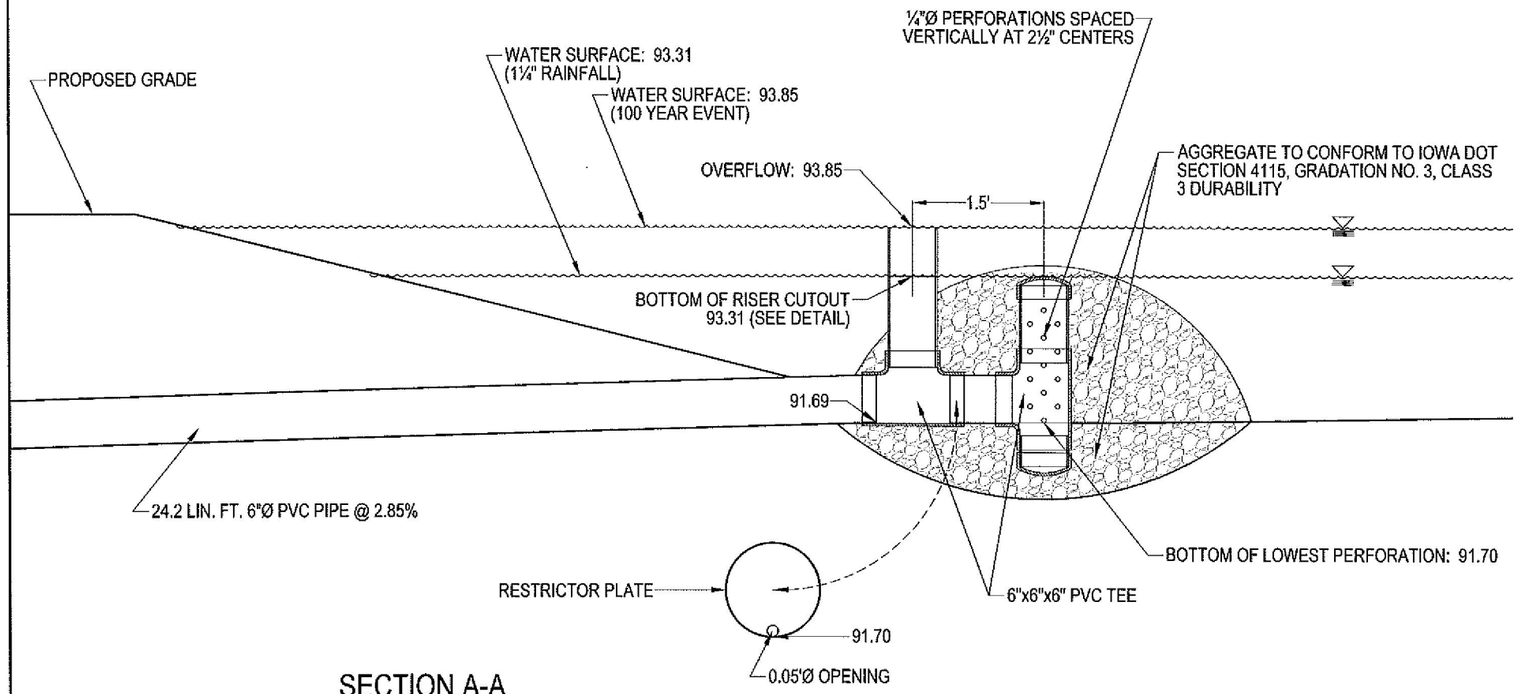
Time of Concentration = 11.30

Intensity = 3.83

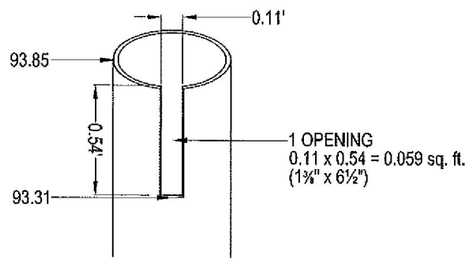
Slope =	Highest	Lowest	length	
	99	91.1	135	5.85%

Existing Coef. of Runoff 0.3 | Intensity 3.83 | Area(acres) 0.36 | = 0.42 Q^2 C.F.S.

Duration (minutes)	Intensities 5 yr.	Proposed Coef. C	Total Area A	Runoff C.F.S.	Runoff Existing Q^2 C.F.S.	Storage Runoff C.F.S.	Storage Volume Feet²
5	6.76	0.7200	0.36	1.77	0.42	1.35	406.03
10	4.94	0.7200	0.36	1.29	0.42	0.88	525.86
15	3.24	0.7200	0.36	0.85	0.42	0.43	387.81
30	2.28	0.7200	0.36	0.60	0.42	0.18	322.75
60	1.85	0.7200	0.36	0.48	0.42	0.07	239.80
120	0.85	0.7200	0.36	0.22	0.42	-0.20	-1407.37
Duration (minutes)	Intensities 10 yr.						
5	7.86	0.7200	0.36	2.06	0.42	1.64	492.51
10	5.76	0.7200	0.36	1.51	0.42	1.09	654.81
15	4.68	0.7200	0.36	1.23	0.42	0.81	727.47
30	3.31	0.7200	0.36	0.87	0.42	0.45	808.65
60	2.17	0.7200	0.36	0.57	0.42	0.15	541.72
120	1.35	0.7200	0.36	0.35	0.42	-0.06	-463.88
Duration (minutes)	Intensities 100 yr.						
5	11.80	0.7200	0.36	3.09	0.42	2.67	802.29
10	8.64	0.7200	0.36	2.26	0.42	1.85	1107.68
15	7.03	0.7200	0.36	1.84	0.42	1.42	1281.77
30	4.98	0.7200	0.36	1.31	0.42	0.89	1596.46
60	3.39	0.7200	0.36	0.89	0.42	0.47	1692.77
120	2.15	0.7200	0.36	0.56	0.42	0.15	1045.70



SECTION A-A
(NOT TO SCALE)



DETAIL OF RISER
(NOT TO SCALE)

DETENTION POND VOLUME (1¼")

Area of contour 93.31: 1047 sq. ft.
Area of contour 93.00: 0903 sq. ft.
Area of contour 92.00: 0502 sq. ft.

Volume between Contour 93.31 and 93 = (1047 + 903)/2)(0.31) = 303 cu. ft.

Volume between Contour 93 and 92 = (903 + 502)/2) = 703 cu. ft.

Volume of pyramid between 91.70 and contour 92 = (92 - 91.70)(502)(1/3) = 50 cu. ft.

Total Volume of Pond = 303 + 703 + 50 = 1056 cu. ft.

PIPE SIZING 100 YEAR STORM

Q_{max} = C x AREA x $\sqrt{(2)(gravity)(depth)}$

AREA= Q_{max} / (0.6 x $\sqrt{(2)(gravity)(depth)}$)

AREA= (0.012) / (0.6 x $\sqrt{(2)(32.2)(93.31 - 91.70}$)

AREA= 0.002 sq. ft.

DETENTION POND VOLUME (100 YEAR)

Area of contour 93.85: 1322 sq. ft.
Area of contour 93.00: 0903 sq. ft.
Area of contour 92.00: 0502 sq. ft.

Volume between Contour 93.85 and 93 = (1322 + 903)/2)(0.85) = 945 cu. ft.

Volume between Contour 93 and 92 = (903 + 502)/2) = 703 cu. ft.

Volume of pyramid between 91.70 and contour 92 = (92 - 91.70)(502)(1/3) = 50 cu. ft.

Total Volume of Pond = 945 + 703 + 50 = 1698 cu. ft.

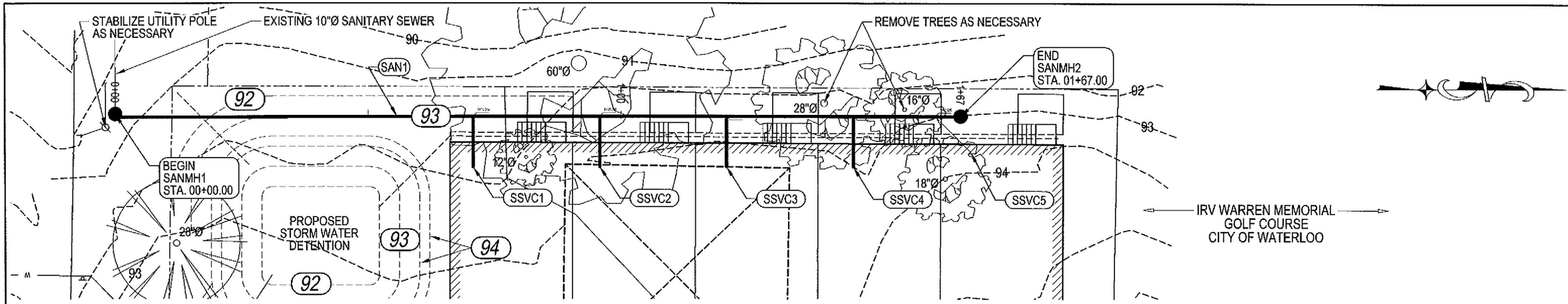
PIPE SIZING 100 YEAR STORM

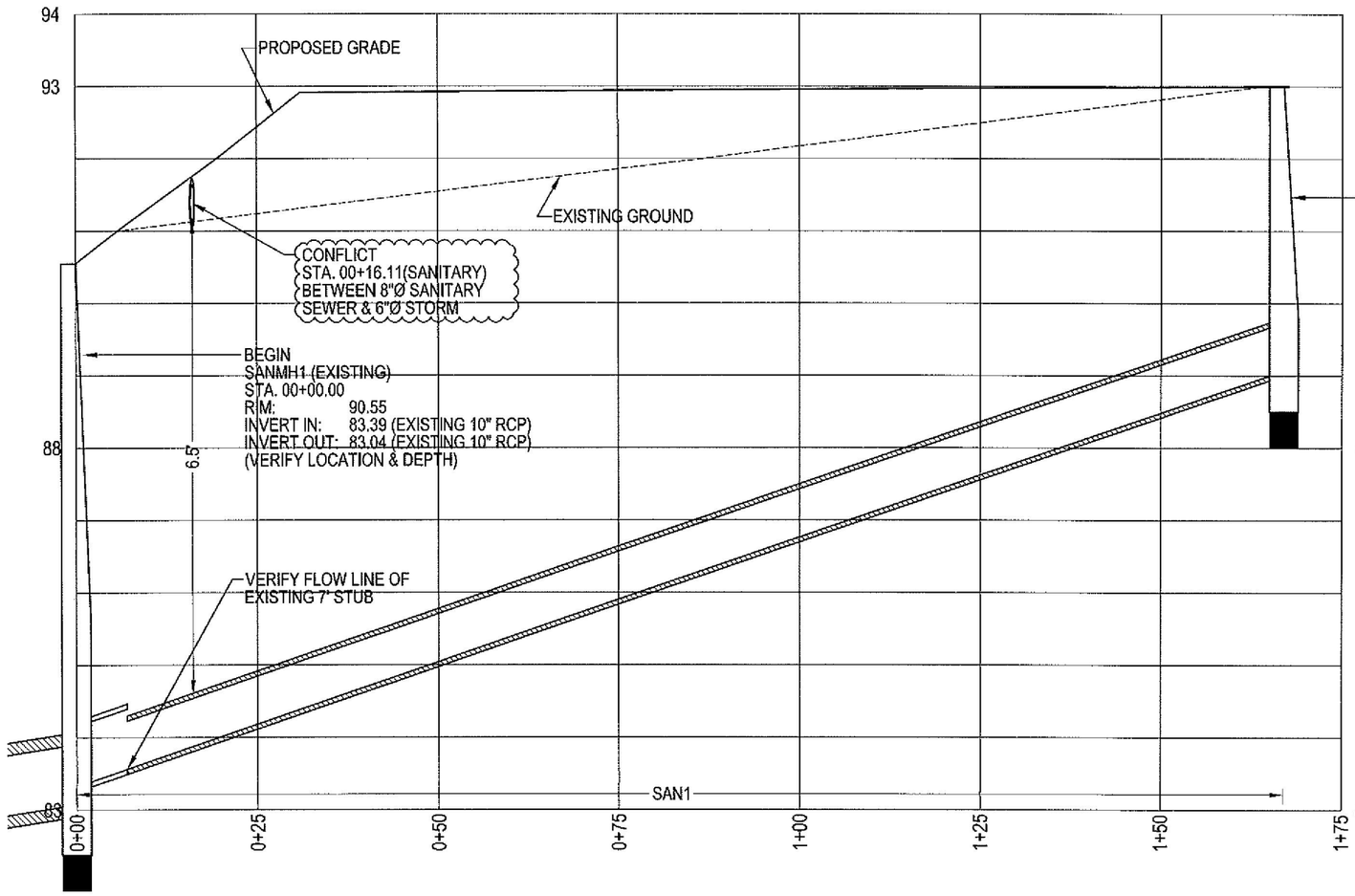
Q_{max} = C x AREA x $\sqrt{(2)(gravity)(depth)}$

AREA= Q_{max} / (0.6 x $\sqrt{(2)(gravity)(depth)}$)

AREA= (0.42 - 0.012) / (0.6 x $\sqrt{(2)(32.2)(93.85 - 91.70}$)

AREA= 0.058 sq. ft.





HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 2'

DETAIL OF SERVICE TEE (WYE)

(NOT TO SCALE)

SANITARY SEWER MANHOLE TABULATION

NO.	LOCATION STA.(SEWER)	TYPE	DIA.	RIM ELEVATION	INVERT IN ELEVATION	INVERT OUT ELEVATION	NOTES
SANMH1	00+00.00	EXISTING	-	90.55	83.39	83.04	1
SANMH2	01+67.00	SW-301	48"	93.00	-	89.00	

1) VERIFY DEPTH & LOCATION OF EXISTING SANITARY SEWER

SANITARY SEWER PIPE TABULATION

LINE NO.	LOCATION FROM	TO	PIPE TYPE	PIPE DIA.	LENGTH*	SLOPE**	INLET ELEVATION	OUTLET ELEVATION
SAN1	SANMH1	SANMH2	PVC TRUSS	8"	167.00	3.42%	89.00	83.39

* LENGTH OF PIPE IS FROM CENTER OF MANHOLE TO CENTER OF MANHOLE
** TRUE SLOPE OF PIPE

SANITARY SEWER SERVICE TABULATION

SERVICE NO.	LINE NO.	LOCATION (MAIN)	FITTING	DIA./ TYPE	LENGTH (ft.)	DESIGN SLOPE	FLOW LINE @ MAIN(A)	FLOW LINE @ ENTRY
SSVC1	SAN1	00+70.00	TEE, RT. 8"x4"	4" PVC	10.00'	2.00%	85.73	86.36
SSVC2	SAN1	00+95.00	TEE, RT. 8"x4"	4" PVC	10.00'	2.00%	86.59	87.22
SSVC3	SAN1	01+20.00	TEE, RT. 8"x4"	4" PVC	10.00'	2.00%	87.45	88.08
SSVC4	SAN1	01+45.00	TEE, RT. 8"x4"	4" PVC	10.00'	2.00%	88.31	88.94
SSVC5	SAN1	01+62.00	WYE, RT. 8"x4"	4" PVC	10.00'	2.00%	88.87	89.50

(A) FLOW LINE OF 8"Ø PVC TRUSS PIPE AT SERVICE

REMOVE & REPLACE
33 SY PAVEMENT
(EXISTING 10½" A.C.C.
w/CURB & GUTTER)

REMOVE, SALVAGE
& REPLACE
"NO PARKING" SIGN

W1

BEGIN 6"Ø D.I.
STA. 00+00.00

W2

45° BEND
STA. 00+40.00

45° BEND
STA. 00+78.17

W3

WSVC1

WSVC2

PROPOSED 4"Ø
D.I. SERVICE

WSVC3

WSVC4

WSVC5

CURB STOP (TYPICAL)

END 6"Ø D.I.
STA. 02+47.00

IRV WARREN MEMORIAL
GOLF COURSE
CITY OF WATERLOO

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 2'

EXISTING GROUND

PROPOSED GRADE ABOVE WATER SERVICE

W#1 W#2 W#3

5.5' MINIMUM COVER
(6.0' BENEATH PAVEMENT)

STA. 0+00
TAPPING VALVE, 6 IN. x 6 IN.
FIELD VERIFY
LOCATION & DEPTH

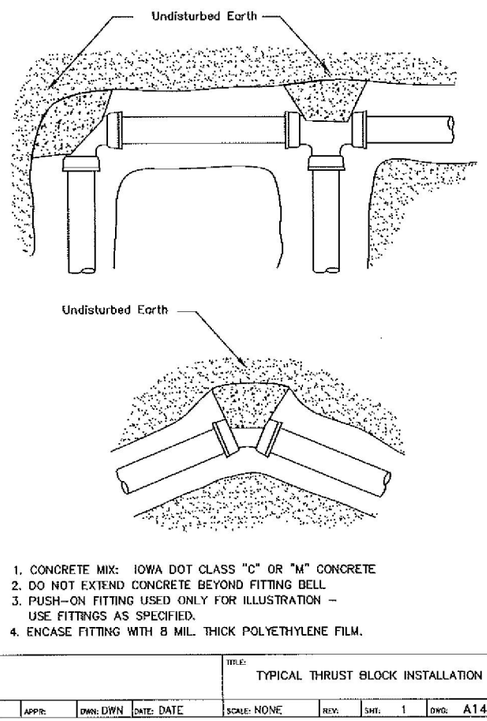
STA. 00+78.17
45° BEND
TOP OF WATER SERVICE: 86.31
(DEFLECT)

STA. 00+40.00
45° BEND
TOP OF WATER SERVICE: 85.26
(DEFLECT)

END
STA. 02+47.00
TOP OF WATER MAIN: 89.31
FLUSHING DEVICE (BLOWOFF) 2 IN.

WATER MAIN TABULATION					
NO.	LOCATION STA. FROM	TO	TYPE	LENGTH (FT)	NOTES
W#1	0+00.00	00+40.00	6"Ø D.I.	40.00	
W#2	00+40.00	00+78.17	6"Ø D.I.	38.17	
W#3	00+78.17	02+47.00	6"Ø D.I.	168.83	

WATER SERVICE TABULATION					
SERVICE NO.	LINE NO.	LOCATION (MAIN)	DIA./ TYPE	LENGTH	TOP OF VALVE BOX GRADE
WSVC1	W#3	01+30.49L	1"Ø COPPER	15.00'	95.86
WSVC2	W#3	01+54.71L	1"Ø COPPER	15.00'	95.91
WSVC3	W#3	01+78.92L	1"Ø COPPER	15.00'	95.96
WSVC4	W#3	02+03.14L	1"Ø COPPER	15.00'	96.04
WSVC5	W#3	02+27.36L	1"Ø COPPER	15.00'	96.22



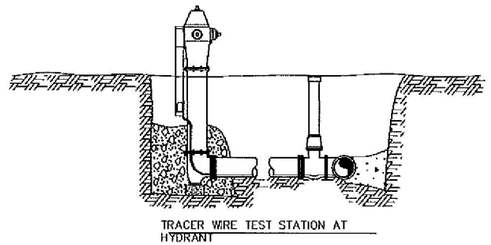
1. CONCRETE MIX: IOWA DOT CLASS "C" OR "M" CONCRETE
2. DO NOT EXTEND CONCRETE BEYOND FITTING BELL
3. PUSH-ON FITTING USED ONLY FOR ILLUSTRATION - USE FITTINGS AS SPECIFIED.
4. ENCASE FITTING WITH 8 MIL. THICK POLYETHYLENE FILM.

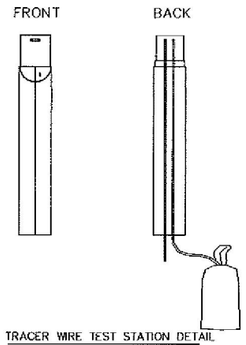
TITLE: TYPICAL THRUST BLOCK INSTALLATION

CHKD: | APPR: | DWN: DWN | DATE: DATE | SCALE: NONE | REV: | SHT: 1 | DWG: A142

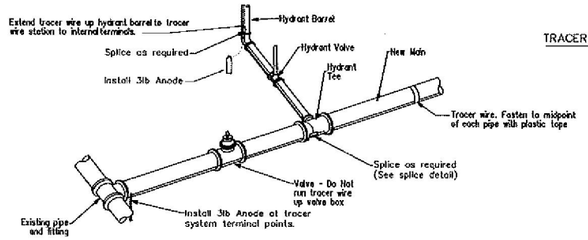
WATER MAIN EXTENSION NOTES

1. INSTALLATION AND MATERIALS TO BE IN ACCORDANCE WITH WATERLOO WATER WORKS STANDARD SPECIFICATIONS ON FILE IN THE OFFICE OF THE IOWA DEPARTMENT OF NATURAL RESOURCES, DES MOINES, IOWA; AND THE IOWA STANDARDS OF WATER SUPPLY DISTRIBUTION SYSTEMS AND THE IOWA DEPARTMENT OF NATURAL RESOURCES STANDARD SPECIFICATIONS.
2. ALL WATER MAIN SHALL HAVE A MINIMUM OF 6.0 FEET OF COVER.
3. VALVES SHALL BE LEFT HAND OPEN RESILIENT SEAT GATE VALVES, THE COST OF VALVE BOXES ARE INCLUDED IN APPLICABLE ITEMS. APPROXIMATE DEPTH OF VALVE BOXES WILL BE 7 FEET.
4. 7.0 FT BURIED HYDRANTS WILL BE REQUIRED, UNLESS OTHERWISE NOTED
5. LEAK PRESSURE TESTS WILL BE CONDUCTED IN CONFORMANCE WITH AWWA C600-77, (CURRENT REVISION) AND SUPERVISED BY WATERLOO WATER WORKS.
6. DISINFECTION WILL BE CONDUCTED IN CONFORMANCE WITH THE IOWA STANDARDS FOR WATER SUPPLY DISTRIBUTION SYSTEMS AND THE IOWA DEPARTMENT OF NATURAL RESOURCES STANDARD SPECIFICATIONS AND SUPERVISED BY WATERLOO WATER WORKS.
7. NOTE: NEW TRACER WIRE INSTALLATION REQUIREMENTS.
8. WATER MAIN SHALL NOT BE DEFLECTED MORE THAN 5° VERTICALLY OR HORIZONTALLY.
9. WATERLOO WATER WORKS TO BE NOTIFIED PRIOR TO PRESSURE AND BACTERIA SAMPLES. WATERLOO WATER WORKS WILL COLLECT THE BACTERIA SAMPLES AND MAINTAIN CHAIN OF CUSTODY.


TRACER WIRE TEST STATION AT HYDRANT



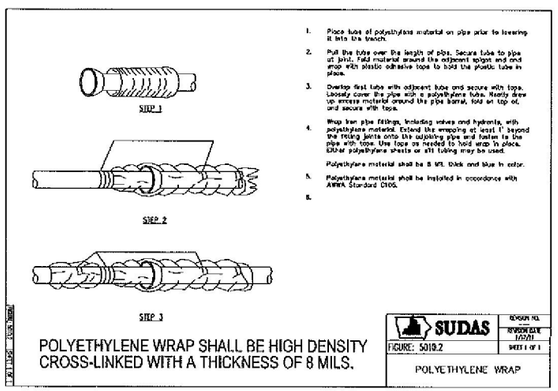
TRACER WIRE TEST STATION DETAIL



TRACER WIRE DETAIL

GENERAL NOTES:
Exercise care to preserve the integrity of the insulation on the tracer wire.

TRACER WIRE DETAIL	
Scale:	None
Plotted by:	Sudas
Date:	10/17/06
Updated:	1/30/07 TRS
	DETAIL C
	Sheet 1 of 1



1. Place tube of polyethylene material on pipe prior to lowering it into the trench.
2. Pull the tube over the length of pipe. Secure tube to pipe at joint. Fold material around the adjacent pipes and and wrap with plastic adhesive tape to hold the plastic tube in place.
3. Overlap first tube with adjacent tube and secure with tape. Loosely cover the pipe with a polyethylene tube. Neatly draw up excess material around the pipe barrel, fold at top of, and secure with tape.
4. Wrap iron pipe fittings, including valves and hydrants, with polyethylene material. Extend the wrapping at least 1' beyond the joining joints onto the adjoining pipe and fasten to the pipe with tape. Use tape as needed to hold wrap in place. Either polyethylene sheets or slit tubing may be used.

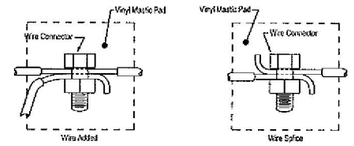
   Polyethylene material shall be 8 Mil. thick and blue in color.
5. Polyethylene material shall be installed in accordance with AWWA Standard C105.
6.

POLYETHYLENE WRAP SHALL BE HIGH DENSITY CROSS-LINKED WITH A THICKNESS OF 8 MILS.

SUDAS | REVISION NO. | REVISION DATE 10/01 | FIGURE: 5010.2 | SHEET 1 OF 1 | POLYETHYLENE WRAP

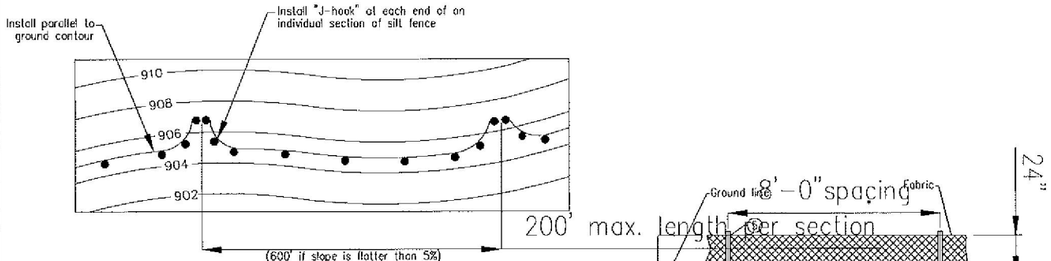
Wire to Wire Connection

This specification shows how to add a tracer wire to the existing locating system. It also shows how to splice two existing wires.

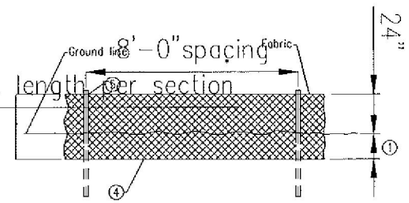


WATER SYSTEM SHUT DOWN NOTIFICATION

THE CONTRACTOR SHALL NOTIFY WATERLOO WATER WORKS AND ANY CUSTOMER AFFECTED BY A WATER SERVICE SHUTDOWN AT LEAST 48-HOURS PRIOR TO THE PLANNED SHUTDOWN.

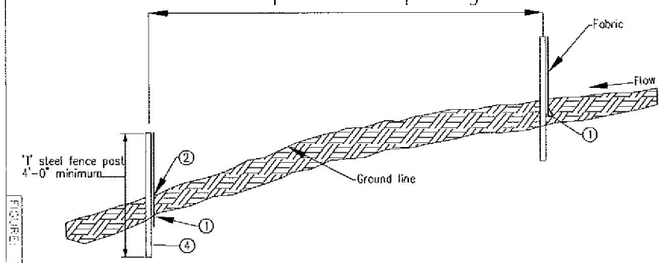


TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES
(Plan View)



DETAILS OF SILT FENCE ON LONGITUDINAL SLOPES

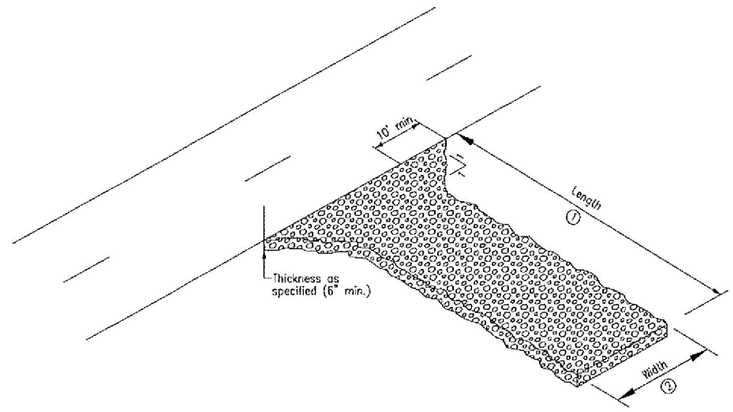
*Reduce post spacing to 5'-0" at water concentration areas, or as required to adequately support fence



TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES
(Profile View)

	REVISION NO.
	REVISION DATE 10/17/06
FIGURE: 9040.19	SHEET 2 OF 2

SILT FENCE



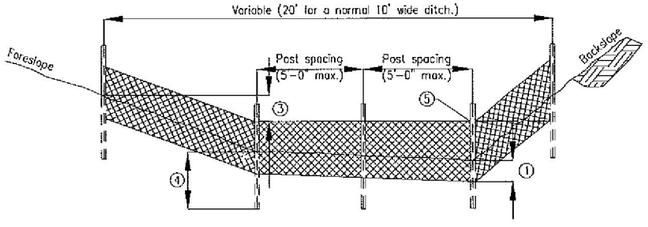
1. Remove vegetation and excavate soft soils from entrance area. Thoroughly compact subgrade prior to placing stone.
2. Install culvert under entrance if necessary to maintain drainage.
3. Grade entrance to prevent runoff from flowing onto street. Direct all runoff from entrance to a sediment retention device.
4. When specified, install subgrade stabilization fabric prior to placing crushed stone.
5. Install layer of crushed stone to the thickness (6 in. min.) and dimensions specified.

① Entrance length: 50 ft. minimum (30 ft. for single family residential), or as specified. Length of entrance may be increased if sediment track-out occurs.

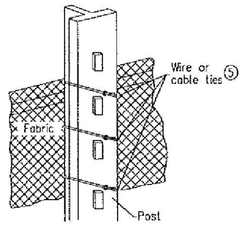
② Entrance width: 20 ft. minimum.

	REVISION NO.
	REVISION DATE 10/17/06
FIGURE: 9040.20	SHEET 1 OF 1

STABILIZED CONSTRUCTION ENTRANCE



TYPICAL SILT FENCE DITCH CHECK



ATTACHMENT TO POST

GENERAL NOTES:

Install silt fence according to the requirements of Section 9040, 3.07 and at locations shown in the contract documents or as directed by the Jurisdictional Engineer.

① Insert 12 in. of fabric a minimum of 6 in. deep (fabric may be folded below the ground line)

② Compact ground by driving along each side of the silt fence as required to sufficiently secure the fabric in the trench to prevent pullout and flow under the fence.

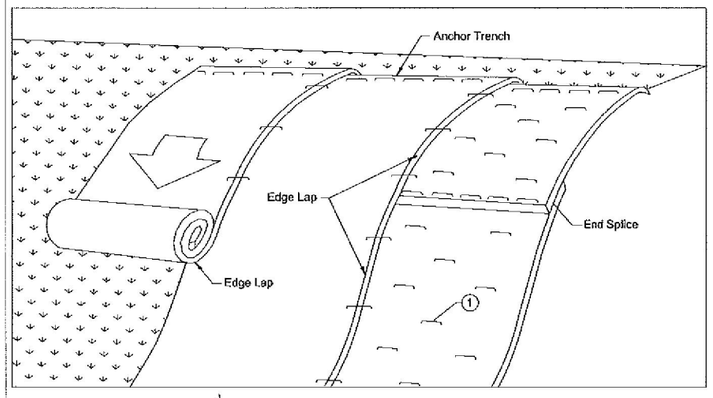
③ In ditches, extend silt fence up side slope so the bottom elevation at the end of the fence is a minimum of 2 in. higher than the top of the fence in the low point of the ditch.

④ Steel posts to be embedded 20 in. unless otherwise allowed by the Jurisdictional Engineer.

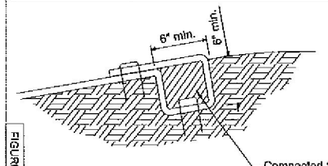
⑤ Secure top of engineering fabric to steel posts using wire or plastic ties (50 lb. min.). See details of "Attachment to Posts."

	REVISION NO.
	REVISION DATE 10/17/06
FIGURE: 9040.19	SHEET 2 OF 2

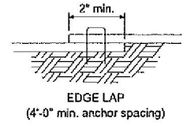
SILT FENCE



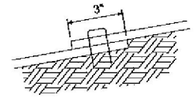
① Secure blanket to ground according to manufacturer's recommended anchoring pattern and minimum shown in Table 1.



ANCHOR TRENCH
(12" min. anchor spacing)



EDGE LAP
(4'-0" min. anchor spacing)



END SPLICE
(18" min. anchor spacing)

TABLE 1

Max. slope	Min. anchors
≤ 3:1	1.5/yd²
2:1	2/yd²
1:1	2.5/yd²

	REVISION
	2 10-21-14
	9040.103
	SHEET 1 of 1

ROLLED EROSION CONTROL PRODUCT (RECP) INSTALLATION ON SLOPES

TOPSOIL STOCKPILES (STOKEPILE TO THE SOUTH TO COMPLETE RETENTION POND) (RESPREAD UPON COMPLETION OF ALL IMPROVEMENTS)

STORMWATER FLOW POST CONSTRUCTION (TYPICAL)

SILT FENCE PER SUDAS 9040.119 (TYPICAL) (J HOOKS SHALL BE UTILIZED ON LENGTHS GREATER THAN 200 FEET)

DEBRIS DUMPSTER (SHALL BE COVERED TO PREVENT STORM WATER CONTAMINATION)

CONTRACTOR PARKING, EQUIPMENT & MATERIAL STORAGE (MOVE TO NORTH END OF PARKING UPON COMPLETION OF THE NORTH HALF OF DRIVE

CONCRETE WASHOUT SHALL BE LEGIBLY POSTED AND SHALL BE "CONCRETE WASHOUT COLLECTION BAGS: PROVIDE LEAK-PROOF COLLECTION BAGS DESIGNED SPECIFICALLY FOR COLLECTION OF CONCRETE AND CONCRETE WASHWATER."

PORTABLE RESTROOM FACILITY

SPILL KIT

SWPPP MAILBOX

TEMPORARY CONSTRUCTION ENTRANCE (EXISTING P.C.C. DRIVEWAY APRON) (REMOVE AS NECESSARY)

Iowa Department of Natural Resources
Wastewater Section
Construction Permit Application
Sewage Treatment Agreement

INSTRUCTIONS

This agreement must be executed for all projects where construction and sewage treatment will be provided by different parties; i.e., a private subdivision connecting to a municipal system. This agreement must be executed by the parties who are owners at the time the permit is issued, regardless of whether title to the proposed construction project will be transferred after completion of the project.

This agreement is not necessary when a contract for sewage treatment already exists; i.e., service contracts between municipalities. However, the Department of Natural Resources must be informed in writing that the contractual agreement does exist.

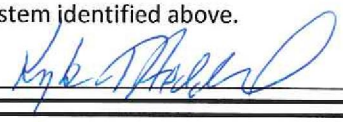
APPLICANT	ENGINEER
Owner: Jeremey J. Bullerman	Firm: Helland Engineering & Surveying, Ltd.
Address: 100 Martin Road, Waterloo, Iowa 50701	Address: 6109 Chancellor Drive, Cedar Falls, Iowa 50613
Representative: Kyle J. Helland	Project Officer: Ronald D. Arends
Phone Number: 319-266-0161	Phone Number: 319-290-6240

Project Identification: 146 Martin Road Condominiums, Waterloo, Iowa 50701

Owner and System Receiving Wastes: Waterloo Water Pollution Control Plant, IA 079001 Fed. 0042650

CERTIFICATION

I am the authorized representative of the owner identified above and state that the proposed sanitary sewage facilities shall be constructed in accordance with the plans and specifications and all wastes contributed by this project shall be discharged to the treatment system identified above.

Signature  Title: President Date 03/07/2022

AGREEMENT TO PROVIDE SEWAGE TREATMENT

I am the authorized representative of the owner of the system identified above and state that the connection of the proposed sanitary sewage facilities identified above is approved by the owner, and that the owner accepts responsibility for providing adequate treatment of all wastes contributed by this project, in accordance with the provisions of Chapter 455B, Code of Iowa, and the rules of the Department of Natural Resources. This agreement shall not be construed in any way to affect any local ordinances, sewer service agreements, or fee systems entered into between the parties.

Name: _____ Title: _____

Signature _____ Date _____ Phone: _____

CITY OF WATERLOO

Council Communication

Resolution approving Addendum No. 1 to a Professional Services Agreement with Robinson Engineering Company of Independence, Iowa, originally executed March 16, 2020, in an amount not to exceed $5,980.00, in conjunction with the Delane Creek Watershed Assessment, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 4/18/2022
Prepared: 4/6/2022

ATTACHMENTS:

	Description	Type
	Agreement	Backup Material

SUBJECT:	Resolution approving Addendum No. 1 to a Professional Services Agreement with Robinson Engineering Company of Independence, Iowa, originally executed March 16, 2020, in an amount not to exceed $5,980.00, in conjunction with the Delane Creek Watershed Assessment, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Wayne Castle, PLS, PE, Associate Engineer
Summary Statement:	See the attached agreement for Scope of Services.
Implementation, Accountability, and Communication:	Storm Water Fees

Robinson Engineering Company
Consulting Engineers

Delane Creek Watershed Assessment
Waterloo, Iowa

Addendum No. 1

WHEREAS, City of Waterloo and Robinson Engineering Company entered into a contract dated March 16, 2020 for the design of the Delane Creek within the City of Waterloo, Iowa.

WHEREAS, City of Waterloo and Robinson Engineering Company desire to amend the previous agreement to make the following revisions to the contract.

NOW THEREFORE, it is mutually agreed to amend the original Consultant Agreement as follows:

I. Scope of Services

The scope of services is amended to add sampling and testing of surface water samples from the Sunnyside Watershed. Tests will be taken monthly for nine months. Once this information is obtained, a simple analysis will be completed on a combination of these test results and results previously obtained. A previously written report will be updated with the new data and modified conclusions.

One additional sample will be obtained from the Sunnyside Watershed for pesticide and herbicide testing. The results from testing completed will be included in the written report for this watershed.

II. Compensation

The additional work will be completed for the following cost:

Testing, Analysis and Report Update:		$5,650.00
Pesticide and Herbicide Testing:	+	$330.00
	Total	$5,980.00

The compensation for this supplemental agreement is to be integrated with that covered under the original contract.

III. In all other respects, the obligations of City of Waterloo and Robinson Engineering Company shall remain as specified in the Original Contract dated July 30, 2018, and all addendums.

IN WHITNESS WHEREOF, the parties hereto have executed this Addendum No. 1 as of the dates shown below.

OWNER: _____
City of Waterloo
By: Quentin M. Hart
Title: Mayor

ENGINEER: Monica Smith
Robinson Engineering Company
By: Monica Smith, PE
Title: President

ATTEST: _____
Kelley Felchle, CMC
City Clerk

CITY OF WATERLOO

Council Communication

Resolution approving a Development Agreement with Vaxxone, LLC, for the construction of an infill lot located north at 1600 Lark Lane, including $5,000.00 in incentive payment upon completion of new home, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 4/18/2022
Prepared: 4/6/2022

ATTACHMENTS:

	Description	Type
1	1600 Lark Lane Agreement	Backup Material
2	Map of 1600 Lark Lane	Backup Material

SUBJECT:	Resolution approving a Development Agreement with Vaxxone, LLC, for the construction of an infill lot located north at 1600 Lark Lane, including $5,000.00 in incentive payment upon completion of new home, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve Development Agreement
Summary Statement:	The City of Waterloo has adopted an Infill Housing incentive to promote new housing construction in older neighborhoods (over 20 years old, with at least 60% buildout completed). Vaxxone LLC has purchased a vacant lot on Lark Lane and pulled a permit for a single family home. The site has been vacant since the area was platted in the early 1980's.
Neighborhood Impact:	The investment of new home construction in existing neighborhoods is seen as a positive impact on the aesthetics of neighborhood, overall value stabilization and potential growth.
Data/Analysis and Strategies:	The City's Infill Housing Program has proven to help new investment in older neighborhoods. With the new 2030 Plan, and its focus on some housing strategies and goals, we hope this incentive program will help contractors and developers show interest in older neighborhoods.
Implementation, Accountability, and Communication:	The City continues to work to get the message out on trying to gain new housing alternatives, sites, and contractors.
Community Engagement Methods:	The City continues to work to get the message out on trying to gain new housing alternatives, sites, and contractors.
Expenditure Required/Source of Funds:	$5,000 upon Certificate of Occupancy - Nuisance/Housing bonds
Alternative:	Not approve

Bronson First Addition Lot 8

Legal Descriptions:

Preparer Information: Adrienne Miller (Name) | 715 Mulberry Street (Address) | Waterloo, Iowa 50703 (City) | (319) 291-4366 (Phone)

SPACE ABOVE THIS LINE
FOR RECORDER

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of _____, by and between Vaxxone LLC ("Developer") and the City of Waterloo, Iowa (the "City").

RECITALS

A. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal.

B. Developer is willing and able to finance and construct one single-family dwelling and related improvements on property located at 1600 Lark Lane in Waterloo, generally described as parcel 8913-28-403-030, legally described as set forth on Exhibit "A" attached hereto (the "Property").

AGREEMENT

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

1. **Improvements by Developer.** Developer will construct on the Property one single-family dwelling, valued at over $250,000. The dwelling shall be completed to a finished state, including installation of driveway, sidewalk, removal of all construction debris, proper leveling or shaping of groundscape, and grassing and/or landscaping (home construction and finishing as so described are referred to as the "Improvements"). The Property, the Improvements, and all site preparation and development-related work to make the Property usable for Developer's purposes as contemplated by this Agreement are collectively referred to as the "Project". All Improvements shall be constructed in accordance with all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law.

2. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Developer's commitment to undertake the Project and to construct the Improvements in a timely manner constitutes a material inducement for the City to enter into this agreement with Developer and that without said commitment City would not do so. Developer's responsibilities under this Agreement are therefore subject to the following deadlines:

a. Construction. Developer must begin construction of the Improvements within six (6) months (the "Start Deadline") after the date of this Agreement and must substantially complete the Improvements within twenty fourth (24) months thereafter (the "Completion Deadline"). If Developer has not obtained a building permit and in good faith begun construction of the Improvements by the Start Deadline, then at City's option this agreement will be voided, but if construction is imminent the City Council may, but shall not be required to, consent to an extension of time to begin construction or, if appropriate, to complete construction, and if an extension is granted but construction has not been commenced or substantially completed, as applicable, within such extended period, then the agreement shall be voided after the end of said extended period.

b. Unavoidable Delays. If Developer has begun activity in compliance with the foregoing deadlines or any extended period and is stopped and/or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Developer, the requirement that construction is to be completed by the Completion Deadline shall be tolled for a period of time equal to the period of such stoppage or delay, and thereafter if construction is not completed within the allowed period of extension, the agreement shall be voided.

3. Incentives.

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

B. **Development Grant**. Upon completion of the new home and all related Housing Improvements, as evidenced by issuance of a certificate of occupancy, City will make to the developer party a one-time grant of $5,000.00 for the completed home, in accordance with City infill policy.

4. **Indemnity.** Developer further agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, or injury made, suffered, or incurred as a result of or in connection with the Project, Developer's failure to carry on or complete same, or any lien, claim, charge, or encumbrance on or against the Property of any type or nature whatsoever that attaches to the Property by virtue of Developer's ownership of same. If City files suit to enforce the terms of this Agreement and prevails in such suit, then Developer shall be liable for all legal

expenses, including but not limited to reasonable attorneys' fees. Developer's duties of indemnity pursuant to this Section shall survive the expiration, termination or cancellation of this Agreement for any reason.

5. **No Encumbrances; Limited Exception.** Until substantial completion of the Project, Developer agrees that it shall not create, incur, or suffer to exist any lien, encumbrance, mortgage, security interest, or charge on the Property, other than such mortgage or mortgages as may be reasonably necessary to finance Developer's undertaking of the Project and of which Developer notifies City in advance of Developer's execution of any such mortgage. The Property may be mortgaged or encumbered only to support the construction of Improvements on the Property. Developer may not cross-collateralize the Property to support the construction of improvements on any other real estate.

6. **Water and Sewer; Utilities.** Developer will be responsible for extending water, sewer and utilities services to any location on the Property and for payment of any associated connection fees.

7. **Representations and Warranties of City.** City hereby represents and warrants as follows:

A. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

8. **Representations and Warranties of Developer.** Developer hereby represents and warrants as follows:

A. Developer is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Developer is duly organized, validly existing, and in good standing under the laws of the State of Iowa.

C. Developer has full right, title, and authority to execute and perform this Agreement and to consummate all of the transactions contemplated herein, and each person who executes and delivers this Agreement and all documents to be delivered to City hereunder is and shall be authorized to do so on behalf of Developer.

9. **No Assignment or Conveyance.** Developer agrees that it will not sell, convey, assign or otherwise transfer its interest in the Property prior to substantial completion of Improvements, whether in whole or in part, to any other person or entity

without the prior written consent of City. Reasonable grounds for the City to withhold its consent shall include but are not limited to the inability of the proposed transferee to demonstrate to the City's satisfaction that it has the financial ability to observe all of the terms to be performed by Developer under this Agreement.

10. **Materiality of Developer's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Developer to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Developer acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

11. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, to City of Waterloo, 715 Mulberry Street, Waterloo, Iowa 50703, facsimile number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Developer, to Jon Voigt, PO Box 333, Cedar Falls, Iowa 50613.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, (iii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful. A party may change the address for giving notice by any method set forth in this section.

12. **No Joint Venture.** Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the City and Developer nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

13. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and

nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

14. **Severability.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

15. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

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

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

18. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

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

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

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

DEVELOPER

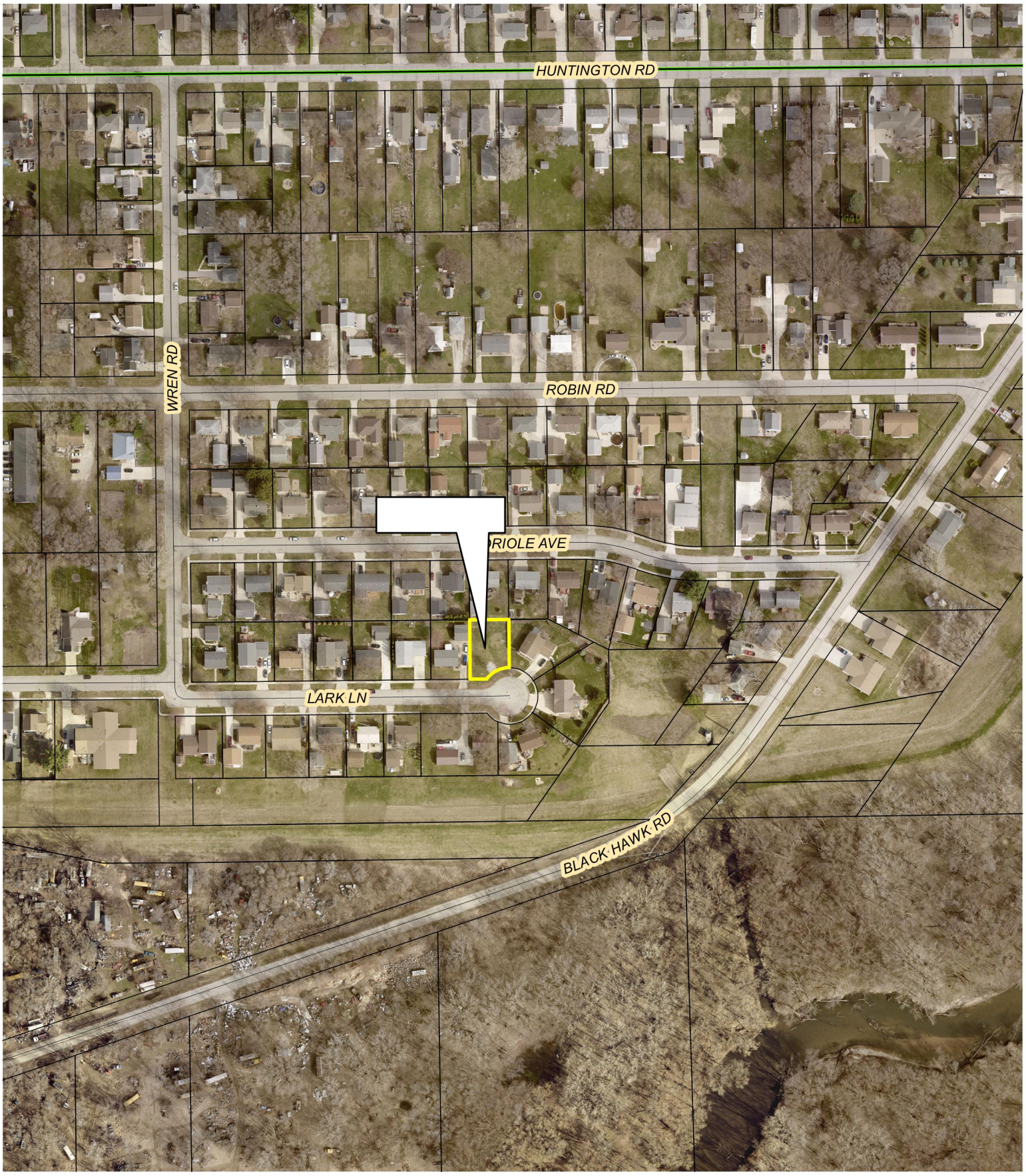
_____
Jon Voigt

_____

EXHIBIT “A”

Legal Description of Property

Bronson First Addition Lot 8
Parcel Number 8913-28-403-030



City of Waterloo, Iowa

N
W E
S

CITY OF WATERLOO

Council Communication

Resolution approving a request by the City of Waterloo for the Final Plat of West Port, a 5-lot commercial subdivision located in the "M-1" Light Industrial District, east of 3338 West Airline Highway.

City Council Meeting: 4/18/2022
Prepared: 4/6/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material
Legal Description	Backup Material

SUBJECT:	Resolution approving a request by the City of Waterloo for the Final Plat of West Port, a 5-lot commercial subdivision located in the "M-1" Light Industrial District, east of 3338 West Airline Highway.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	The Planning and Zoning Commission unanimously recommended approval of the Final Plat request at their regular meeting on November 9, 2021. The Preliminary Plat was approved by City Council by Resolution 2021-779 on December 6, 2021. Therefore, staff recommends that the request by the City of Waterloo for the Final Plat of West Port a 5-lot commercial subdivision located in the "M-1" Light Industrial District east of 3338 West Airline Highway 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 traffic conditions in the area. 3. The request would create additional developable properties near the Waterloo Regional Airport.
Summary Statement:	The applicant is requesting to plat the property located east of 3338 West Airline Highway. The area of the proposed site is currently zoned "M-1" Light Industrial District and has been zoned as such since the adoption of the Zoning Ordinance 2479 in 1969. Surrounding uses and zoning: North – Canadian National Railroad and Waterloo Regional Airport zoned "M-2,P" Planned Industrial District. South – West Airline Highway and industrial zoned "M-1" Light Industrial District. East – Industrial zoned "M-1" Light Industrial District. West – Industrial and commercial zoned "M-1,C-Z" Conditional Light Manufacturing District and "M-1" Light Industrial District.

The applicant is proposing to plat 5 lots along West Airline Highway south of the Waterloo Regional Airport. The lot sizes are as follows: Lot 1: 1.10 acres, Lot 2: 1.09 Acres, Lot 3: 1.08 acres, Lot 4: 1.07 acres, and Lot 5: 1.07 acres.

A deed of dedication and engineer's certificate of survey has been submitted. The submitted final plat appears to meet the guidelines as put forth by the Subdivision Ordinance.

The request would not appear to have a negative impact on the neighborhood as the area is largely made up of commercial and industrial uses.

Neighborhood Impact:

The request would not appear to have an impact on vehicular or pedestrian traffic movements in the area. The area is served by West Airline Highway, which is classified as a minor arterial.

Data/Analysis and Strategies: Subdivision Ordinance

Expenditure Required/Source of Funds: None

Legal Descriptions:

West Port description

West Port, being a replat of Parcel G per Plat of Survey recorded as Document Number 2019-9618 in the Black Hawk County Recorder's Office, and Tracts C and D per Plat of Survey recorded as Document Number 2019-9617 in the Black Hawk County Recorder's Office, all in the Southeast Quarter (SE 1/4), Section 5, Township 89 North (T89N), Range 13 West (R13W) of the 5th Principal Meridian, City of Waterloo, Black Hawk County, State of Iowa, and being more particularly described as follows:
Commencing at the Southeast Corner of said Section 5; thence South 88°56'19" West 1,141.71 feet (1,141.8 feet per Doc. No. 2019-9617) along the south line of said Section 5; thence North 01°03'37" West 33.00 feet to the southeast corner of said Tract C and the point of beginning of this description; thence South 88°56'19" West 499.95 feet (500.0 feet per Doc. No. 2019-9617) along the south line of said Tract C to the common south corner of said Tract C and Parcel J of said SE 1/4; thence North 01°02'47" West 93.05 feet (92.95 feet per Doc. No. 2019-9617) along the west line of said Tracts C and D and the east line of said Parcel J to the common corner of Tract D and Parcels J, G, and A of said SE 1/4; thence North 01°03'54" West 386.43 feet (386.45 feet per Miscellaneous Book 297 Page 613 and 386.6 feet per Doc. No. 2019-9618) along the common line of said Parcels A and G to the south line of the Chicago, Central, and Pacific Railroad; thence South 89°12'22" East 500.23 feet (500.25 feet per Doc. No. 2019-9618) along said southerly Railroad line to the east line of said Parcel G; thence South 01°03'37" East 370.32 feet (370.35 feet per Doc. No. 2019-9618) along the common line of said Parcels G and E of said SE 1/4 to the common corner of Parcels G and E and Tracts D and B of Plat of Survey Doc. No. 2019-9617; thence continuing South 01°03'37" East 92.96 feet

(93.05 feet per Doc. No. 2019-9617) along the east lines of said Tracts C and D and the west lines of Tracts B and A (all tracts per Plat of Survey Doc. No. 2019-9617) to the point of beginning, containing 5.41 acres.

STAFF PERSON:	John Dornoff
DATE:	November 9, 2021
SUBJECT:	Final Plat – West Port
REQUEST:	Request by the City of Waterloo for the Preliminary Plat of West Port a 5-lot commercial subdivision located in the “M-1” Light Industrial District east of 3338 West Airline Highway.
APPLICANT:	City of Waterloo, 715 Mulberry Street, Waterloo, Iowa 50701
GENERAL DESCRIPTION:	The applicant is requesting to plat the property located east of 3338 West Airline Highway.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request would not appear to have a negative impact on the neighborhood as the area is largely made up of commercial and industrial uses.

VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The request would not appear to have an impact on vehicular or pedestrian traffic movements in the area. The area is served by West Airline Highway, which is classified as a minor arterial.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	There is no sidewalks in the area. The nearest recreational trail is the Cedar Valley Lake Trail located within George Wyth State Park located south of US Highway 218.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area of the proposed site is currently zoned “M-1” Light Industrial District and has been zoned as such since the adoption of the Zoning Ordinance 2479 in 1969. Surrounding uses and zoning: **North** – Canadian National Railroad and Waterloo Regional Airport zoned “M-2,P” Planned Industrial District. **South** – West Airline Highway and industrial zoned “M-1” Light Industrial District. **East** – Industrial zoned “M-1” Light Industrial District. **West** – Industrial and commercial zoned “M-1,C-Z” Conditional Light Manufacturing District and “M-1” Light Industrial District.
DEVELOPMENT HISTORY:	
BUFFERS/ SCREENING REQUIRED:	No Buffering will be required for the rezone.
DRAINAGE:	A drainage plan will need to be submitted to Engineering during the building review stage when lots are developed.
FLOODPLAIN:	No portion of the property in question is located in a special flood hazard area as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 and Panel Numbers 0167F, dated July 18, 2011.
PUBLIC /OPEN SPACES/ SCHOOLS:	There are no schools located within a mile of the plat area.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC:	There is an 8” sanitary sewer line located along West Airline Highway. There is overhead power lines located on the south side of West Airline Highway.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as *Industrial.* The request is consistent with the Comprehensive Plan and Future Land Use Map.

STAFF ANALYSIS – ZONING ORDINANCE:

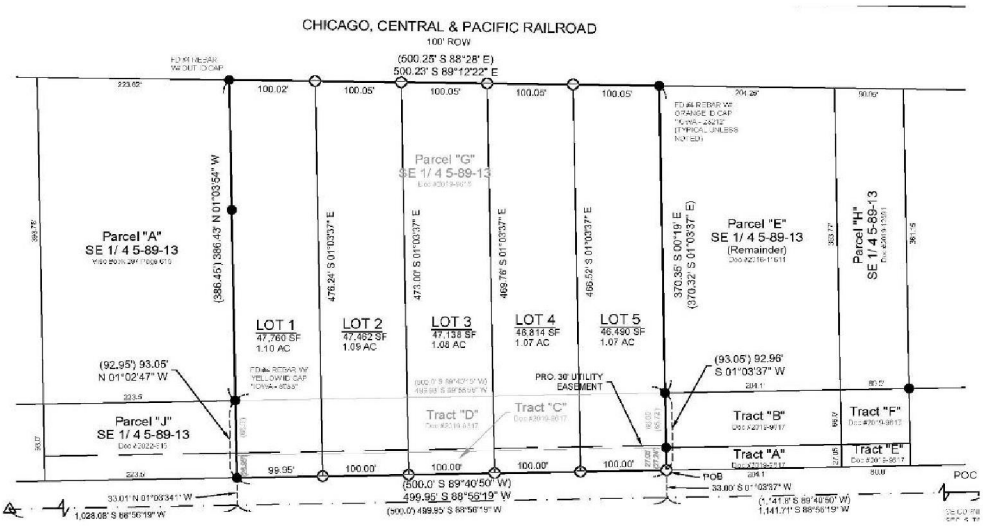
The applicant is proposing to plat 5 lots along West Airline Highway south of the Waterloo Regional Airport. The lot sizes are as follows: Lot 1: 1.10 acres, Lot 2: 1.09 Acres, Lot 3: 1.08 acres, Lot 4: 1.07 acres, and Lot 5: 1.07 acres.

STAFF ANALYSIS – SUBDIVISION ORDINANCE:

The final plat contains:

a) Legal Description
b) Property Lines
c) Date
d) Right-of-way width
e) Proper Lot Sequence

A Deed of Dedication and Engineers Certificate of Survey will need to be submitted and approved before the final plat is approved.



Picture 1: Looking northwest from Airline Highway toward 3338 West Airline Highway visible in the background.

Picture 2: Looking north from West Airline Highway.

STAFF RECOMMENDATION:

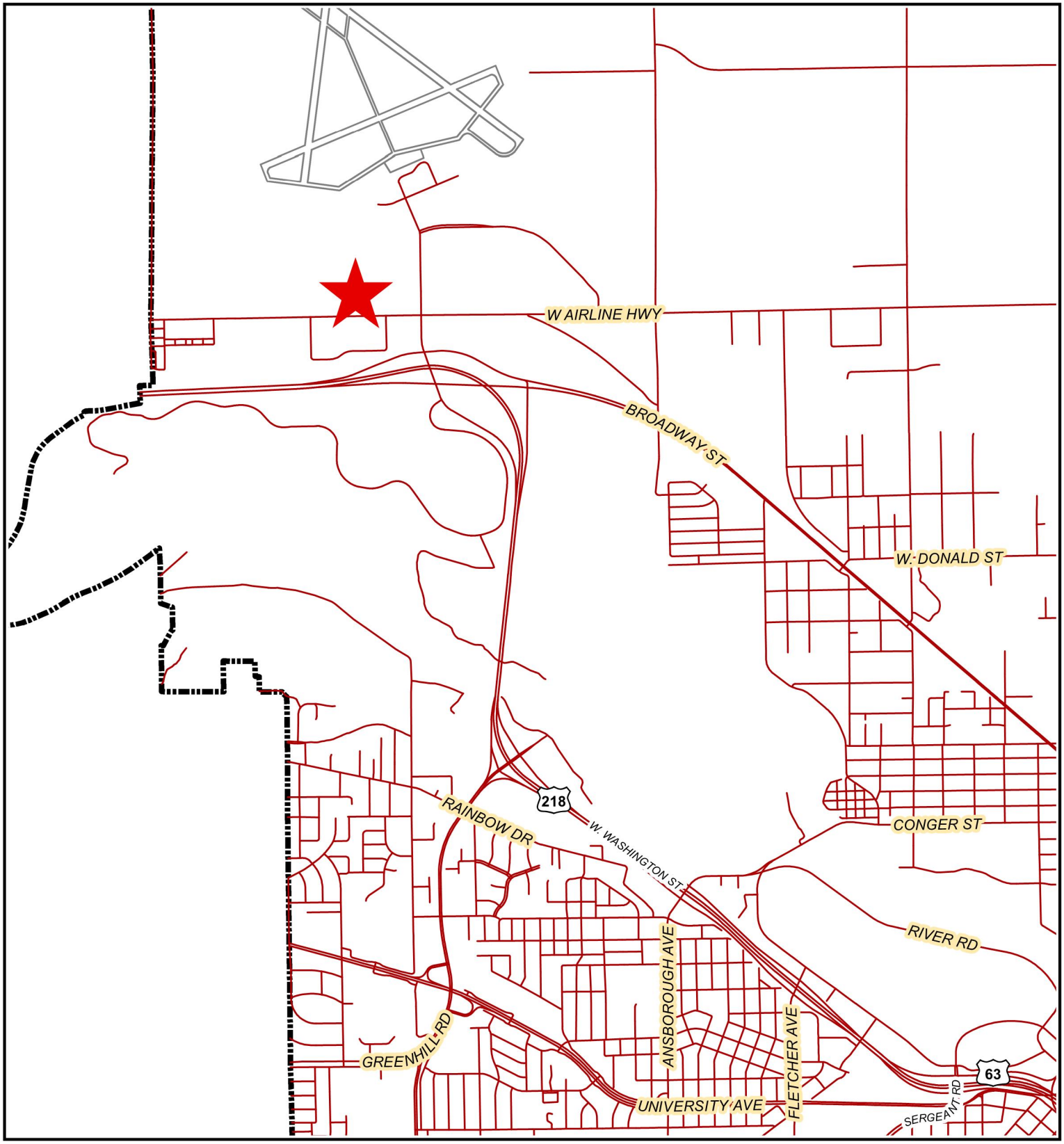
Therefore, staff recommends that the request by the City of Waterloo for the Final Plat of West Port a 5-lot commercial subdivision located in the “M-1” Light Industrial District east of 3338 West Airline Highway be approved for the following reasons:

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 traffic conditions in the area.
3. The request would create additional developable properties near the Waterloo Regional Airport.

And with the following condition(s):

1. That the plat is updated and additional documents are submitted as required by staff before the request is sent to City Council.

City of Waterloo Planning, Programming and Zoning Commission
November 9, 2021



N
W E
S

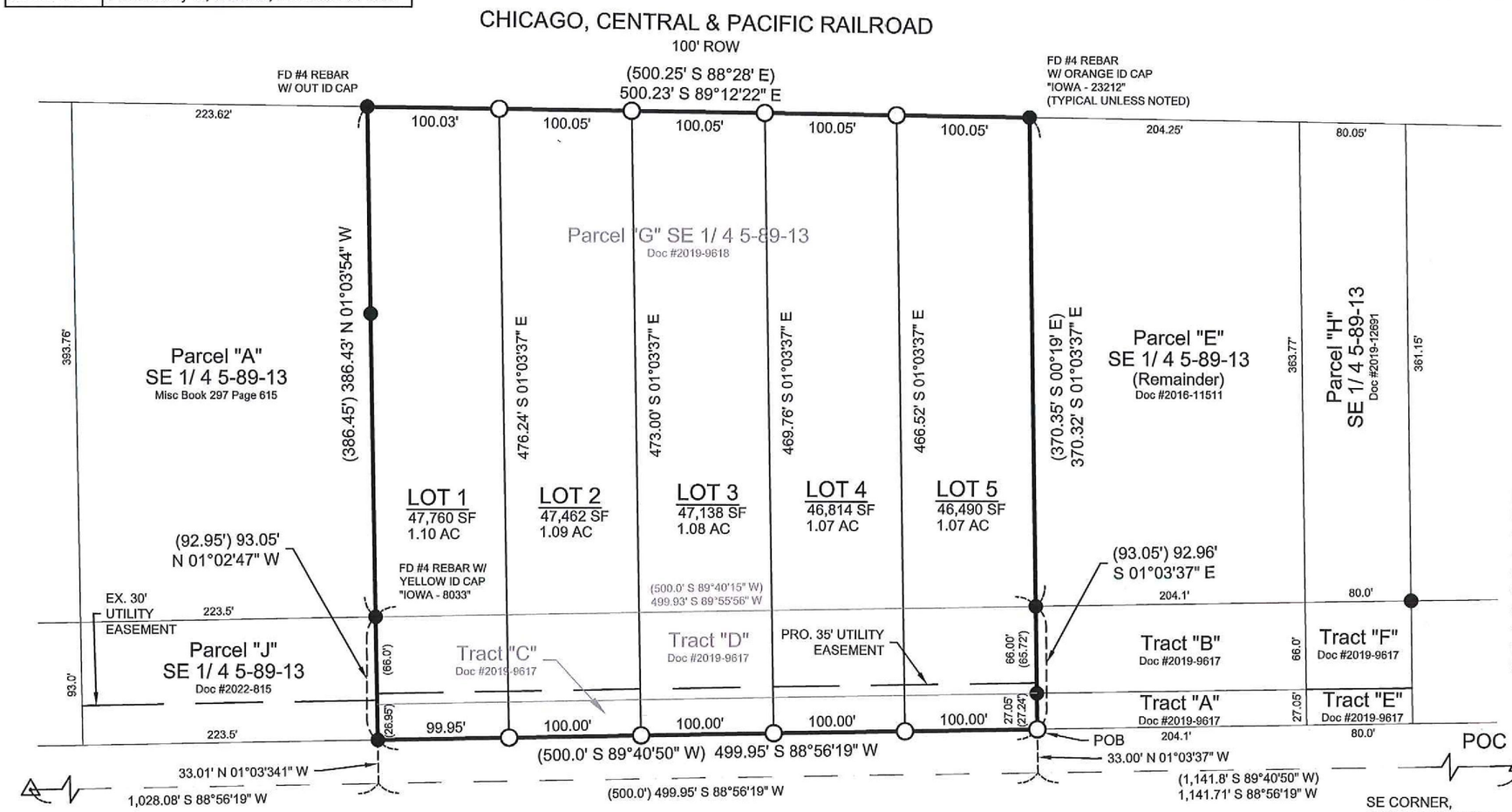
1,000 500 0 1,000
Feet

Waterloo Iowa

East of 3338 West Airline Highway
Final Plat
City of Waterloo

East of 3338 WestAirline Highway
Final Plat
City of Waterloo

Index Legend	
Location Description:	Parcel G & Tracts C & D SE 1/ 4, Sec. 5, T89N, R13W City of Waterloo, Iowa
Requestor:	Noel Anderson, City of Waterloo
Proprietor:	City of Waterloo
Surveyor:	William W. Castle
Surveyor Company:	City of Waterloo Engineering Department 715 Mulberry Street, Waterloo, IA 50703
Return To:	715 Mulberry St, Waterloo, IA 50703 291-4312



S 1/4 CORNER,
SEC. 5, T89N, R13W,
FD. #4 REBAR IN
PCC PAVEMENT
PER MISC. BK.
344, PG. 129

SE CORNER,
SEC. 5, T89N, R13W,
FD. #4 REBAR IN
PCC PAVEMENT
PER MISC. BK.
344, PG. 129

Plat Legend:

- ● Found Monument
- ○ Set 5/8" x 24" Rebar w/Blue Plastic Cap "Iowa - 19715"
- ☒ Cut "X" in concrete, found or set
- (123.45') Record Measurement
- 123.45' Field Measurement
- POC Point of Commencement
- POB Point of Beginning

Survey Notes:

1. The Bearings shown on this survey are derived from GPS observations using the Iowa State Plane Coordinate System, North Zone, NAD 83 (2011).
2. Survey field work completed on October 11, 2021.
3. All dimensions are in US Survey feet and decimals thereof.
4. See Deed of Dedication for covenants and restrictions..
5. Proposed contours to be determined by developer of each lot.
6. Developers of each lot responsible for installation of utility services.
7. Property corners to be set within seven months of date of survey.

This Plat or Subdivision has been reviewed by City of Waterloo.

City Planner or designee — Date 10/19/21

0 50 100 200

Scale: 1 inch = 100 feet

FINAL PLAT
WEST PORT

A REPLAT OF PARCEL G, TRACT C, AND TRACT D, IN THE SE 1/4, SEC. 5, T89N, R13W, CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA

West Port, being a replat of Parcel G per Plat of Survey recorded as Document Number 2019-9618 in the Black Hawk County Recorder's Office, and Tracts C and D per Plat of Survey recorded as Document Number 2019-9617 in the Black Hawk County Recorder's Office, all in the Southeast Quarter (SE 1/4), Section 5, Township 89 North (T89N), Range 13 West (R13W) of the 5th Principal Meridian, City of Waterloo, Black Hawk County, State of Iowa, and being more particularly described as follows:

Commencing at the Southeast Corner of said Section 5; thence South 88°56'19" West 1,141.71 feet (1,141.8 feet per Doc. No. 2019-9617) along the south line of said Section 5; thence North 01°03'37" West 33.00 feet to the southeast corner of said Tract C and the point of beginning of this description; thence South 88°56'19" West 499.95 feet (500.0 feet per Doc. No. 2019-9617) along the south line of said Tract C to the common south corner of said Tract C and Parcel J of said SE 1/4; thence North 01°02'47" West 93.05 feet (92.95 feet per Doc. No. 2019-9617) along the west line of said Tracts C and D and the east line of said Parcel J to the common corner of Tract D and Parcels J, G, and A of said SE 1/4; thence North 01°03'54" West 386.43 feet (386.45 feet per Miscellaneous Book 297 Page 613 and 386.6 feet per Doc. No. 2019-9618) along the common line of said Parcels A and G to the south line of the Chicago, Central, and Pacific Railroad; thence South 89°12'22" East 500.23 feet (500.25 feet per Doc. No. 2019-9618) along said southerly Railroad line to the east line of said Parcel G; thence South 01°03'37" East 370.32 feet (370.35 feet per Doc. No. 2019-9618) along the common line of said Parcels G and E of said SE 1/4 to the common corner of Parcels G and E and Tracts D and B of Plat of Survey Doc. No. 2019-9617; thence continuing South 01°03'37" East 92.96 feet (93.05 feet per Doc. No. 2019-9617) along the east lines of said Tracts C and D and the west lines of Tracts B and A (all tracts per Plat of Survey Doc. No. 2019-9617) to the point of beginning, containing 5.41 acres.

Owner / Developer:
City of Waterloo, IA

Survey Requested By:
Noel Anderson
Economic Development Dir.
715 Mulberry Street,
Waterloo, Iowa 50703
Phone: (319) 291-4366

Engineer / Surveyor:
William Castle, PLS, PE
City of Waterloo Engr. Dept.
715 Mulberry Street
Waterloo, Iowa 50703
Phone (319) 291-4312

LICENSED PROFESSIONAL LAND SURVEYOR
WILLIAM W. CASTLE 19715
IOWA

I hereby certify that this surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

William W. Castle, PLS — Date 10/18/2021
License Number 19715
My License Renewal Date is December 31, 2021.
Pages or sheets covered by this seal : 1/1

FINAL PLAT
WEST PORT
SE 1/4, SEC 5, T89N, R13W,
CITY OF WATERLOO, BLACK HAWK CO., IA

715 MULBERRY STREET
WATERLOO, IOWA 50703
(319) 291-4312 PHONE
(319) 291-4262 FAX

CITY OF WATERLOO, IA
ENGINEERING DEPARTMENT

DATE: 10/18/2021

SHEET 1 OF 1

DEED OF DEDICATION
WEST PORT
WATERLOO, BLACK HAWK COUNTY, STATE OF IOWA

The City of Waterloo, Iowa ("Owner"), being desirous of platting into lots the land described in the attached Certificate of Survey, by William W. Castle, a licensed land surveyor, dated October 18, 2022, does by these presents designate and set apart the described premises as a subdivision of the City of Waterloo, Black Hawk County, Iowa, the same to be hereafter known as and called **West Port, Waterloo, Black Hawk County, Iowa** (the "Property"), all of which is with the free consent and desire of the undersigned. No dedications for public streets are made as part of this plat.

The undersigned hereby covenants and agrees for itself, its successors and assigns, that said subdivision shall be and the same is hereby made subject to the following restrictions as fully and effectively for all intents and purposes as if the same were contained and set forth in each deed, conveyance and mortgage that this grantor or its successors in interest may hereafter make and that such restrictions shall run with the land in the particulars hereinafter stated, to wit:

ARTICLE I
RESTRICTIONS; EASEMENTS

1. Establishment of Restrictions. The Property is now held and shall hereafter be held, transferred, sold, leased, conveyed and occupied, subject to the covenants, conditions, restrictions and easements set forth in this instrument, each of which shall run with the land and shall be binding upon the inure to the benefit of each and every parcel of the Property, and each of which shall apply to and bind and benefit and may be enforced by the owner of each or any parcel of the Property, and the heirs, assignees and successors in interest of each and every owner of a parcel or parcels.

2. Utilities. Any company or agency supplying electricity, gas or communication service to any parcel in said addition shall have the right to construct, maintain and operate permanent underground gas, electricity, or communication feeder or service facilities, within the easement lines as shown on the plat of said addition attached hereto, if any.

Further, the City of Waterloo and any public company having a franchise for the distribution and sale of gas, electricity, water or communication service in said City shall have the right to construct, maintain and operate underground sewer, water, gas and communication service lines within the easement lines as shown on the plat attached hereto. The proprietor, agents and contractors of all such service corporations or agencies shall have the right of reasonable access to their said services and installations for the purpose of the proper construction, inspection, maintenance, repair, replacement and removal of their lines and equipment.

ARTICLE II
USE OF THE PROPERTY

1. Permitted Use. Unless otherwise specifically prohibited by the City of Waterloo or other governmental agency, permitted uses shall be distribution warehouse, office facilities, technological or business operation, manufacturing, assembly facility, laboratory and research.

2. Uses Not Permitted. The following uses are expressly prohibited: Auto salvage yard, feed and fuel yard, slaughter houses, stock yards, or other facilities processing or handling live animals, the rendering or refining of fats and oils, or residential use. This is in addition to limitations called for in the zoning restrictions or ordinances applicable to the Property from time to time.

3. Other Conditions Not Permitted. Any facility or operation which causes a nuisance due to noise, odor, rubbish accumulation and/or release of hazardous materials in violation of applicable law, rule, regulation or order shall not be permitted.

4. Temporary Structures. Temporary structures will be allowed to be used only as construction offices and/or small tool sheds. The temporary structures are to be removed within two (2) years after placement.

ARTICLE III
DEVELOPMENT STANDARDS

1. Vehicle Parking. All vehicle parking requirements must be provided for within the property boundaries and shall be set back from all property lines with street frontage a minimum of fifteen (15) feet. On-street parking will not be permitted.

2. Truck Parking and Maneuvering. The maneuvering area for trucks for docking must be such as to allow for the truck to back up to the buildings or parking spaces without using the street as part of the maneuvering area.

3. Pavement Requirement. The entire area for auto parking, truck parking and maneuvering shall be paved. Notwithstanding the foregoing, the parking area for empty trucks may be gravel. Outside storage area, where approved, may be gravel.

4. Outside Storage. Outside storage will not be allowed, unless it is screened from road right of way view. Outside storage is allowed where approved through the site plan review process, and may be gravel.

5. Landscape. The entire area that is not covered with building and pavement must have grass/landscaping in accordance with City of Waterloo requirements.

6. Building Materials. All exterior faces of buildings shall be finished. An expansion wall of different materials may be approved through the site plan approval process.

7. Fences. Where fences are to be installed, the fence shall be located entirely on the subject parcel and shall not be closer than ten feet from the street's right-of-way, and the area between the fence and the right-of-way shall be grassed and landscaped. The finished side of any fence shall be placed in such a manner as to face outward from the property.

ARTICLE IV
ORGANIZATION AND APPROVAL

1. Duration of Covenants. Unless otherwise extended or removed, these restrictions shall be applicable for a term of twenty-one (21) years commencing upon the recordation hereof and thereafter may be renewed as provided in Iowa law. At any time, any of the restrictions may be terminated by written agreement joined in by the owners of 90% in area of the land subject hereto.

2. Amendment. These restrictions may only be amended in writing by the agreement of not less than the owners of 90% in area of the land subject hereto. Any amendment to these restrictions shall be recorded.

Dated _____, 2022.

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

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

Certificate of Survey

I, William W. Castle, a duly licensed Land Surveyor in the State of Iowa, do hereby certify that a survey was made, under my supervision, of the property to be known as West Port, in the Southeast Quarter of Section 5, Township 89 North, Range 13 West of the 5th PM, City of Waterloo, Black Hawk County, State of Iowa, as shown on the attached plat, and further described as follows:

West Port, being a replat of Parcel G per Plat of Survey recorded as Document Number 2019-9618 in the Black Hawk County Recorder's Office, and Tracts C and D per Plat of Survey recorded as Document Number 2019-9617 in the Black Hawk County Recorder's Office, all in the Southeast Quarter (SE 1/4), Section 5, Township 89 North (T89N), Range 13 West (R13W) of the 5th Principal Meridian, City of Waterloo, Black Hawk County, State of Iowa, and being more particularly described as follows:

Commencing at the Southeast Corner of said Section 5; thence South 88°56'19" West 1,141.71 feet (1,141.8 feet per Doc. No. 2019-9617) along the south line of said Section 5; thence North 01°03'37" West 33.00 feet to the southeast corner of said Tract C and the point of beginning of this description; thence South 88°56'19" West 499.95 feet (500.0 feet per Doc. No. 2019-9617) along the south line of said Tract C to the common south corner of said Tract C and Parcel J of said SE 1/4; thence North 01°02'47" West 93.05 feet (92.95 feet per Doc. No. 2019-9617) along the west line of said Tracts C and D and the east line of said Parcel J to the common corner of Tract D and Parcels J, G, and A of said SE 1/4; thence North 01°03'54" West 386.43 feet (386.45 feet per Miscellaneous Book 297 Page 613 and 386.6 feet per Doc. No. 2019-9618) along the common line of said Parcels A and G to the south line of the Chicago, Central, and Pacific Railroad; thence South 89°12'22" East 500.23 feet (500.25 feet per Doc. No. 2019-9618) along said southerly Railroad line to the east line of said Parcel G; thence South 01°03'37" East 370.32 feet (370.35 feet per Doc. No. 2019-9618) along the common line of said Parcels G and E of said SE 1/4 to the common corner of Parcels G and E and Tracts D and B of Plat of Survey Doc. No. 2019-9617; thence continuing South 01°03'37" East 92.96 feet (93.05 feet per Doc. No. 2019-9617) along the east lines of said Tracts C and D and the west lines of Tracts B and A (all tracts per Plat of Survey Doc. No. 2019-9617) to the point of beginning, containing 5.41 acres.

I further certify that the plat as shown is a correct representation of the survey and that iron monuments will be placed at all corners as indicated on the plat within one year from the filing of the plat.

William W. Castle 10/18/2021

William W. Castle, PLS — Date
Iowa License Number 19715
My license renewal date is December 31, 2021.

CITY OF WATERLOO, IOWA

ENGINEERING DEPARTMENT

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

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

April 6, 2022

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

RE: FINAL PLAT
WEST PORT

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

CITY OF WATERLOO PLANNING AND ZONING COMMISSION
REQUEST FOR PLATTING (FINAL)

1. APPLICATION INFORMATION:

a. Applicant's Name (please print): CITY OF WATERLOO
Address: 715 MULBERRY STREET Phone: 319-291-4366
City: WATERLOO State: IA Zip: 50701
Email: NOEL.ANDERSON@WATERLOO-IA.ORG

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: _____
City: _____ State: _____ Zip: _____

2. PREPARER INFORMATION:

a. Preparer's Business Name (please print): _____
Primary Preparer's Name: _____
Phone: _____ E-mail: _____

3. PROPERTY INFORMATION:

a. Name of Plat: WESTPORT
b. General Location of Property: _____
c. Area of Proposed Plat: _____
d. Area of Proposed Plat to be dedicated/conveyed to the City: _____
e. Value of area to be dedicated/conveyed to the City: _____
f. Zoning District(s): M-1

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: __Estimate __Actual

	Total Cost
Storm Sewer	$
Sanitary Sewer	$
Paving	$
Land Dedicated	$
TOTAL	$ 0

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.

10.27.21
Signature of Applicant Date

10.27.21
Signature of Owner Date

West Port description

West Port, being a replat of Parcel G per Plat of Survey recorded as Document Number 2019-9618 in the Black Hawk County Recorder's Office, and Tracts C and D per Plat of Survey recorded as Document Number 2019-9617 in the Black Hawk County Recorder's Office, all in the Southeast Quarter (SE 1/4), Section 5, Township 89 North (T89N), Range 13 West (R13W) of the 5th Principal Meridian, City of Waterloo, Black Hawk County, State of Iowa, and being more particularly described as follows:

Commencing at the Southeast Corner of said Section 5; thence South 88°56'19" West 1,141.71 feet (1,141.8 feet per Doc. No. 2019-9617) along the south line of said Section 5; thence North 01°03'37" West 33.00 feet to the southeast corner of said Tract C and the point of beginning of this description; thence South 88°56'19" West 499.95 feet (500.0 feet per Doc. No. 2019-9617) along the south line of said Tract C to the common south corner of said Tract C and Parcel J of said SE 1/4; thence North 01°02'47" West 93.05 feet (92.95 feet per Doc. No. 2019-9617) along the west line of said Tracts C and D and the east line of said Parcel J to the common corner of Tract D and Parcels J, G, and A of said SE 1/4; thence North 01°03'54" West 386.43 feet (386.45 feet per Miscellaneous Book 297 Page 613 and 386.6 feet per Doc. No. 2019-9618) along the common line of said Parcels A and G to the south line of the Chicago, Central, and Pacific Railroad; thence South 89°12'22" East 500.23 feet (500.25 feet per Doc. No. 2019-9618) along said southerly Railroad line to the east line of said Parcel G; thence South 01°03'37" East 370.32 feet (370.35 feet per Doc. No. 2019-9618) along the common line of said Parcels G and E of said SE 1/4 to the common corner of Parcels G and E and Tracts D and B of Plat of Survey Doc. No. 2019-9617; thence continuing South 01°03'37" East 92.96 feet (93.05 feet per Doc. No. 2019-9617) along the east lines of said Tracts C and D and the west lines of Tracts B and A (all tracts per Plat of Survey Doc. No. 2019-9617) to the point of beginning, containing 5.41 acres.

CITY OF WATERLOO

Council Communication

Resolution concurring with the determination of the City Planner approving a proposed change to the approved site plan in the "S-1" Shopping Center District for the construction of a convenience store/gas station (Kwik Star) of approximately 10,000 square feet with a 78-stall parking lot, located near the northeast corner of Kimball Avenue and East Ridgeway Avenue, as a Minor Site Plan Amendment.

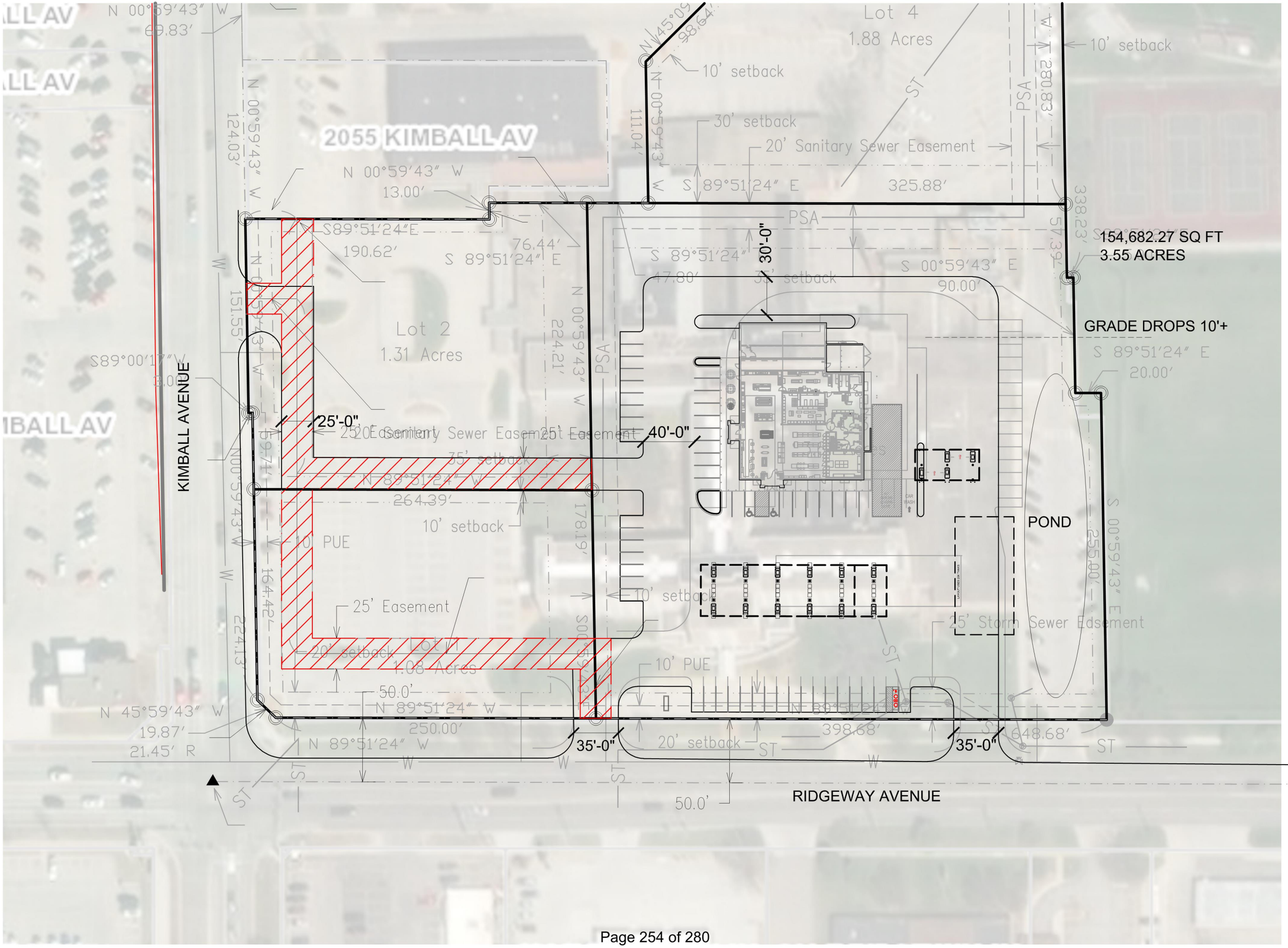
City Council Meeting: 4/18/2022
Prepared: 4/6/2022

ATTACHMENTS:

Description	Type
New Site Plan	Backup Material
Original Site Plan	Backup Material
Building Elevations	Backup Material

SUBJECT:	Resolution concurring with the determination of the City Planner approving a proposed change to the approved site plan in the "S-1" Shopping Center District for the construction of a convenience store/gas station (Kwik Star) of approximately 10,000 square feet with a 78-stall parking lot, located near the northeast corner of Kimball Avenue and East Ridgeway Avenue, as a Minor Site Plan Amendment.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	The originally approved site plan does show a convenience store and gas station with a 66 stall parking lot, which 24 of those stalls account for parking at gas pumps. The new site plan now shows a diesel canopy and 78 parking stalls, again, 26 of those stalls are at gas and diesel pumps. A gas station over 5,000 square feet in size requires one parking stall for each 250 square feet and if the new building is 10,000 square feet, this equates to 40 parking stalls and the overall total number of stalls exceeds that by 38. The building placement and size remains very similar as shown on the original site plan matches the new plan and there are no changes to the access points. Staff feels that the design of the new building, which includes EIFS and brick is and new property layout is compatible to development in the area, and is appropriate for the minor site plan amendment to the "S-1" Shopping Center District. Staff requests concurrence from the City Council that they agree with such determination by the City Planner that the changes shall be approved as a Minor Site Plan Amendment.
Neighborhood Impact:	The use is compatible with the mixed array of commercial and multiple family uses in the area. The former Schoitz Hospital is being demolished to open up this area for new development and plans are to begin construction this spring on the new building.

Data/Analysis and Strategies:	Land Use, Planning, and Economic Development
Legal Descriptions:	Lot 3, Schoitz Addition, Waterloo, Black Hawk County, Iowa



KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

SITE PLAN

CONVENIENCE STORE #XXX
WITH XXXXXX

E. RIDGEWAY AVENUE
WATERLOO, IA

#	DATE	DESCRIPTION

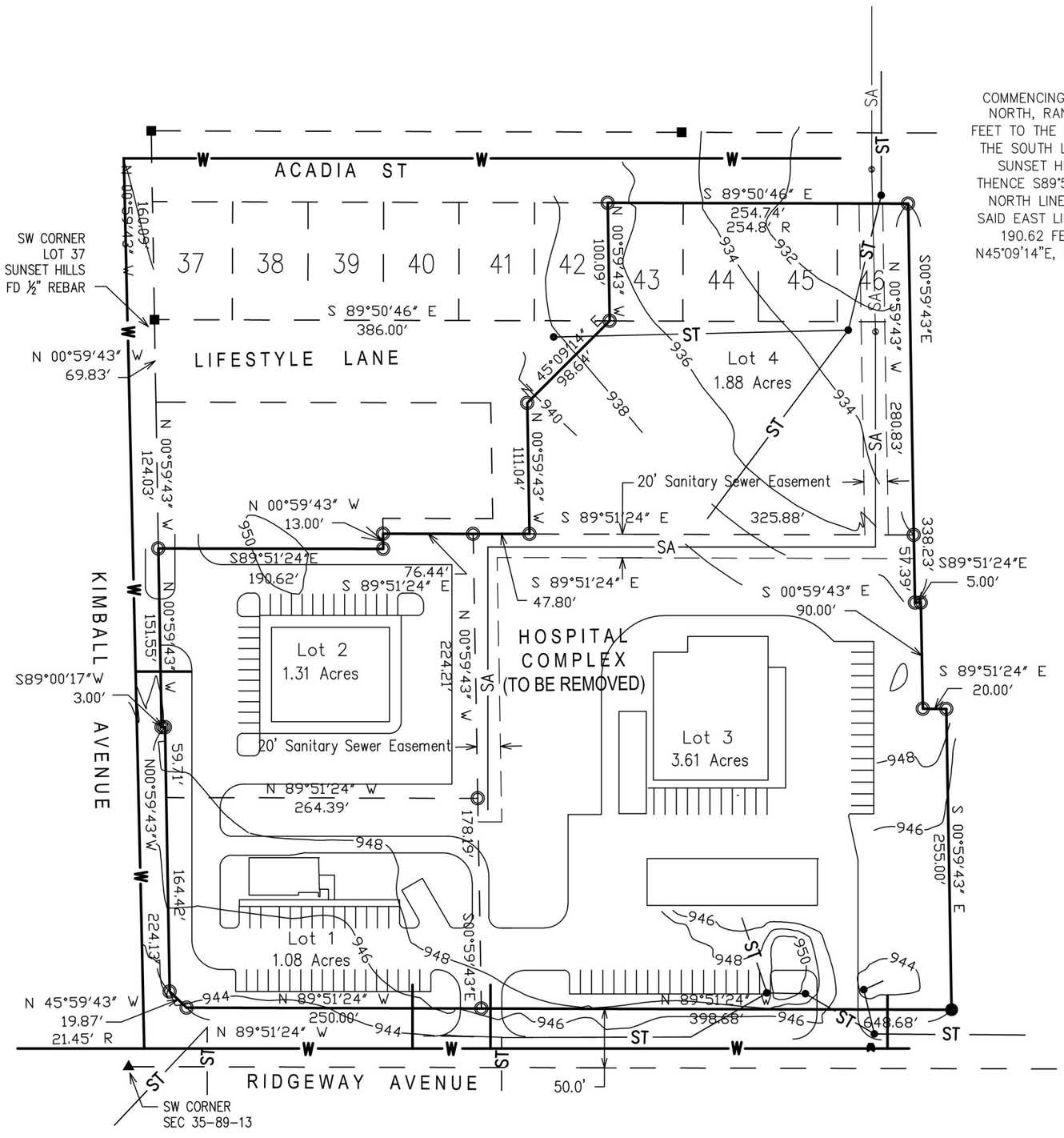
DRAWN BY	EJH
SCALE	1" = 70'
PROJ. NO.	0001
DATE	2021-09-23
SHEET	SP7

K:\RetailBuildingOperations_Shared\Store Engineering_Shared\Development\Potential Sites\Waterloo IA (Ridgeway)\Project XXXX\Plans\Site Plans\SP7.dwg, 10/22/2021 7:21:42 AM

KIMBALL RIDGE CENTER PLAT 1

WATERLOO, IOWA

PRELIMINARY PLAT



GRAPHIC SCALE
1 INCH = 100 FEET

LEGAL DESCRIPTION:

COMMENCING AT THE SW CORNER OF LOT 37 OF SUNSET HILLS ADDITION IN THE SW ¼ OF THE SW ¼ OF SECTION 35, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH P.M., IN THE CITY OF WATERLOO, BLACK HAWK COUNTY IOWA; THENCE S89°50'46"E, 386.00 FEET TO THE SW CORNER OF LOT 43 OF SUNSET HILLS ADDITION AND THE POINT OF BEGINNING; THENCE N00°59'43"W, 100.07 FEET TO THE SOUTH LINE OF ACADIA STREET; THENCE ALONG SAID SOUTH LINE S89°50'46"E, 254.74 FEET TO THE NE CORNER OF LOT 46 OF SUNSET HILLS ADDITION; THENCE S00°59'43"E, 338.23 FEET; THENCE S89°51'24"E, 5.00 FEET; THENCE S00°59'43"E, 90.00 FEET; THENCE S89°51'24"E, 20.00 FEET; THENCE S00°59'43"E, 255.00 FEET TO THE NORTH LINE OF RIDGEWAY AVENUE; THENCE ALONG SAID NORTH LINE N89°51'24"W, 648.68 FEET; THENCE N45°59'43"W, 19.87 FEET TO THE EAST LINE OF KIMBALL AVENUE; THENCE ALONG SAID EAST LINE N00°59'43"W, 224.13 FEET; THENCE S89°00'17"W, 3.00 FEET; THENCE N00°59'43"W, 151.55 FEET; THENCE S89°51'24"E, 190.62 FEET; THENCE N00°59'43"W, 13.00 FEET; THENCE S89°51'24"E, 124.23 FEET; THENCE N00°59'43"W 111.04 FEET; THENCE N45°09'14"E, 98.64 FEET TO THE POINT OF BEGINNING. DESCRIBED LAND CONTAINS 7.88 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Notes:

1. Proposed Zoning for Lots 1, 2, 3 is S-1. Proposed Zoning for Lot 4 is R-3.

2. Setbacks are as follows
   - 2.1. R-3 - Front 30', Side 10', Rear 30'
   - 2.2. S-1 = C-2 - Front 20', Side 10', Rear 35'

3. Detailed Site Development Plans are required submittals for the proposed improvements shown on Lot 1 and Lot 3.

PREPARED BY:
Crawford Engineering & Surveying Inc.
205 2nd Avenue NE
Independence, Iowa 50644
Contact: Brian M. Crawford
Ph: (319) 334-7077

OWNER/DEVELOPER:
C10 Investments L.L.C
3759 Ranchero Road
Cedar Falls, Ia 50613
Contact: Jeff Stickfort
Ph: (319) 290-4357

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND 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.
LICENSE RENEWAL DATE: 12-31-2022 LICENSE NO. 17344

LICENSED PROFESSIONAL LAND SURVEYOR
BRIAN M. CRAWFORD 17344
IOWA

BRIAN M. CRAWFORD, P.L.S. DATE

Legend

- SANITARY SEWER
- WATER MAIN
- STORM SEWER
- PROPERTY LINE / LOT LINE
- EASEMENT
- SUBDIVISION BOUNDARY

PRELIMINARY PLAT
KIMBALL RIDGE CENTER PROJECT
WATERLOO, IOWA

DRAWN	BMC
CHECKED	DTC
PROJ NO	21302
SHEET	PP-01

CRAWFORD ENGINEERING & SURVEYING, INC.
205 2nd Ave NE Independence, Iowa 50644

FRONT LEFT VIEW

REAR RIGHT VIEW

FRONT RIGHT VIEW

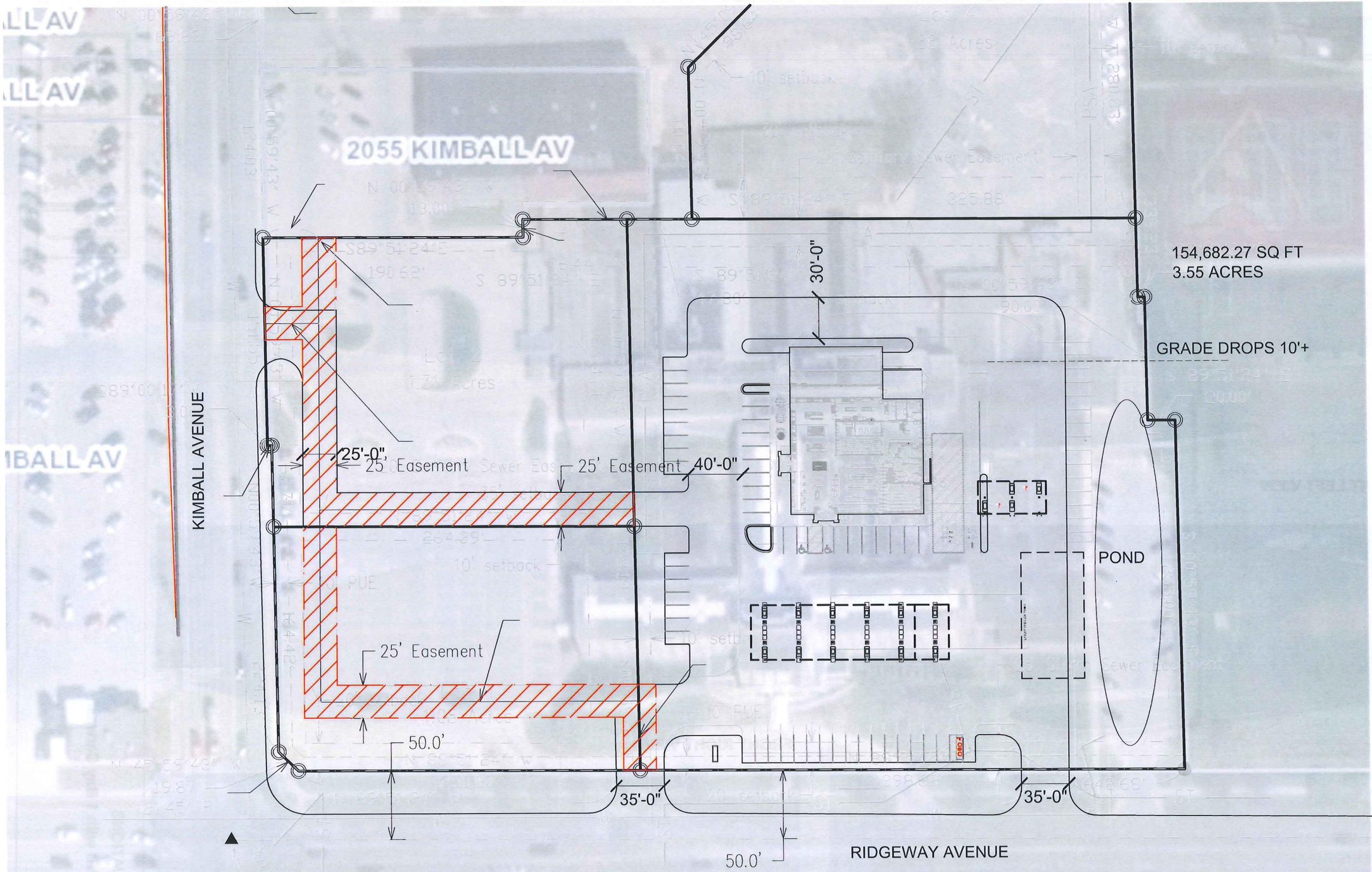
REAR LEFT VIEW

FRONT ELEVATION

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8980

EXTERIOR ELEVATIONS

GEN 3 LEFT HAND with 1 Bay Carwash



KWIK TRIP

KWIK STAR

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

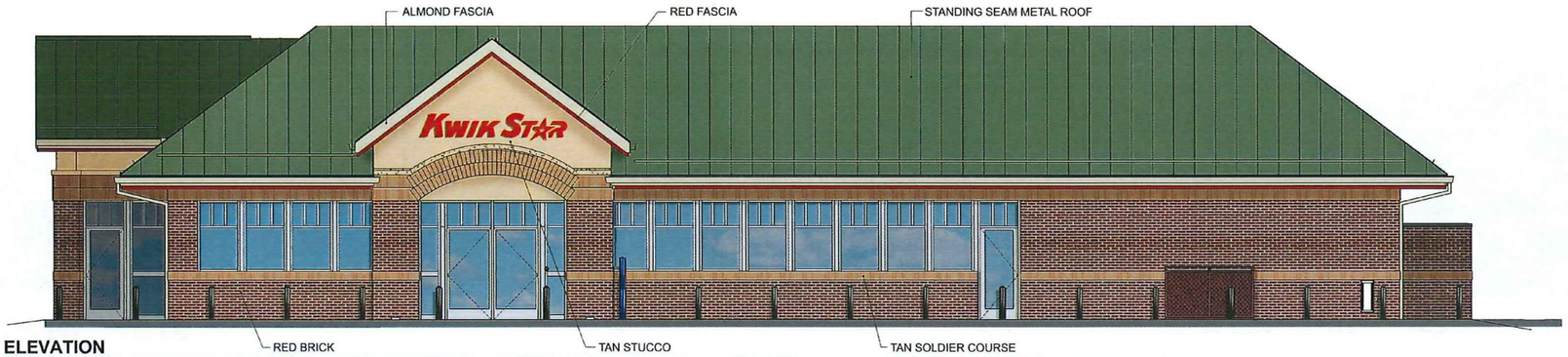
SITE PLAN

CONVENIENCE STORE #XXX
WITH XXXXXX

E. RIDGEWAY AVENUE
WATERLOO, IA

#	DATE	DESCRIPTION

DRAWN BY	EJH
SCALE	1" = 70'
PROJ. NO.	0001
DATE	2021-09-23
SHEET	SP7



1 **FRONT ELEVATION**

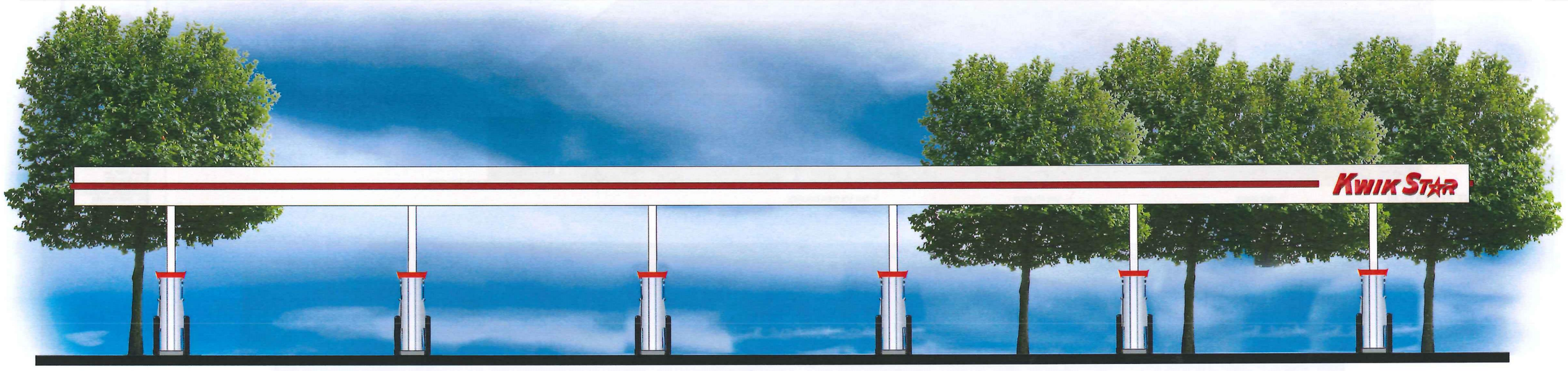
2 **RIGHT ELEVATION**

3 **REAR ELEVATION**

4 **LEFT ELEVATION**

KWIK TRIP
KWIK STAR

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960



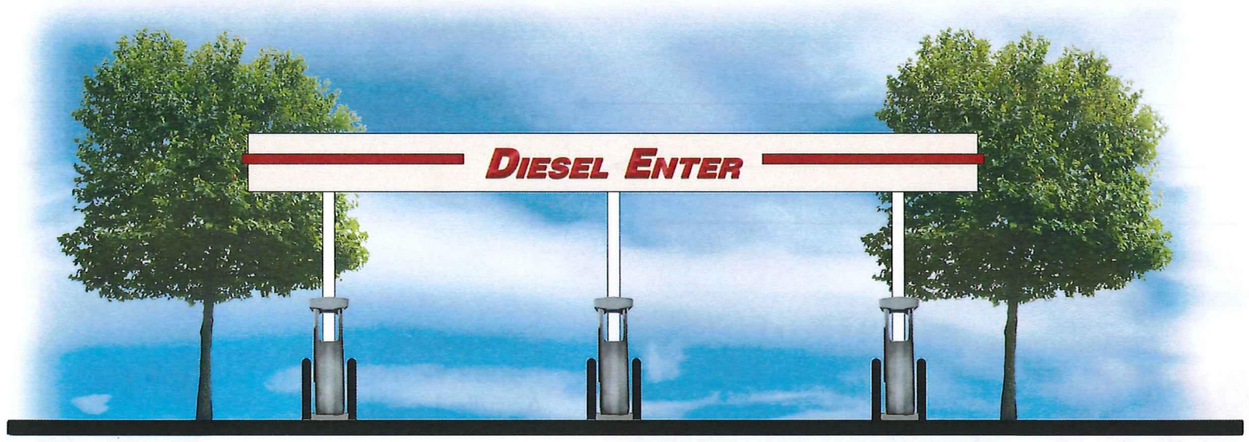
1 **FRONT ELEVATION**

2 **SIDE ELEVATION**

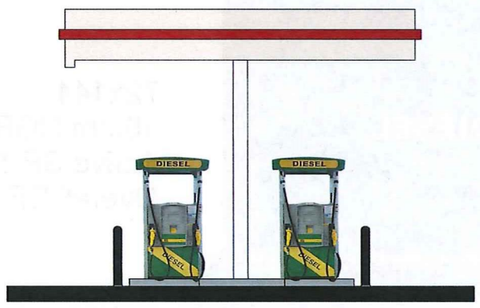
KWIK TRIP
KWIK STAR

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

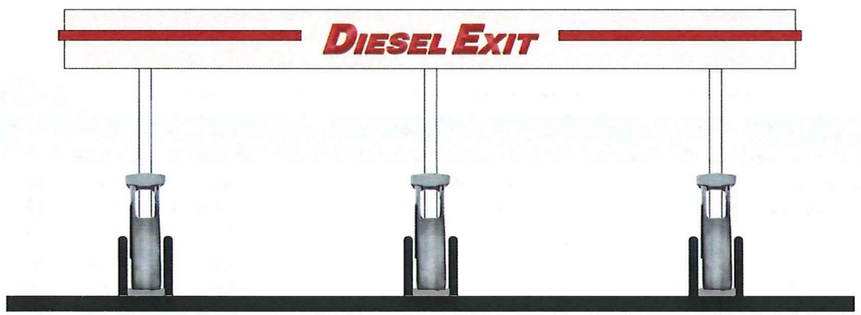
12 MPD



1 **FRONT ELEVATION**



2 **SIDE ELEVATION**



3 **REAR ELEVATION**

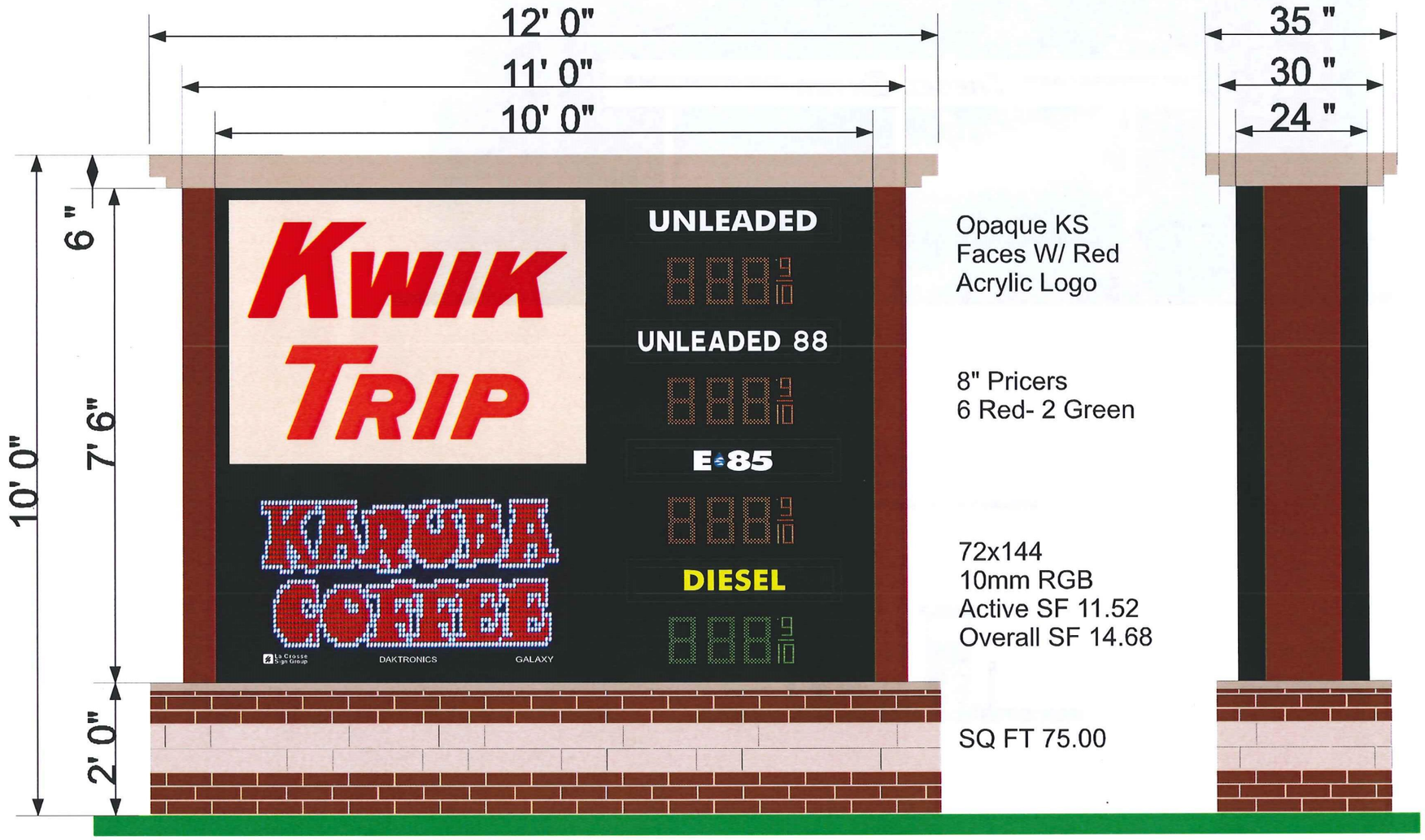
KWIK TRIP

KWIK STAR

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

2 LANE DIESEL

NEW DOUBLE FACED MONUMENT



Opaque KS
Faces W/ Red
Acrylic Logo

8" Pricers
6 Red- 2 Green

72x144
10mm RGB
Active SF 11.52
Overall SF 14.68

SQ FT 75.00

Approved by:_____ Date:_____ Landlord:_____ Date:_____

This artwork is copyrighted and may not be otherwise used without permission. It is the property of La Crosse Sign Co., Inc., and must be returned to them.

lacrossesign.com

La Crosse Sign Group
1450 Oak Forest Drive • Onalaska, WI 54650 • 608-781-1450
2242 Mustang Way • Madison, WI 53718 • 608-222-5353
2502 Melby Street • Eau Claire, WI 54703 • 715-835-6189

DESIGN	SALES	FILE
Drawing by: Danielle Hadley	Job Name: Kwik Trip	Revision Number:
Sign Type: Monument	Job Address:	Job File Location:
Date Created: 10/7/2018		
Last Modified: 3/28/2019	Salesperson: Cindy Bluske	
Scale: 3/8" = 1' 0"	Job Number: 102023	

COLOR KEY

*COLORS ON SKETCH ARE ONLY A REPRESENTATION. ACTUAL COLOR OF FINISHED PRODUCT MAY DIFFER

1	PPG NA 208400	7	
2	Black S/G paint	8	
3	NA 208080 Beige	9	
4	#2283 Red Acrylic	10	
5	White of Acrylic	11	
6	Black (230-22)	12	

CITY OF WATERLOO

Council Communication

Resolution approving an Employment Agreement with Dr. Joel Fitzgerald, for the position of Police Chief, effective April 19, 2022, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 4/18/2022
Prepared: 4/15/2022

ATTACHMENTS:

	Description	Type
	4-15-2022 Dr. Joel Fitzgerald Employment Agreement (002)	Backup Material

SUBJECT:	Resolution approving an Employment Agreement with Dr. Joel Fitzgerald, for the position of Police Chief, effective April 19, 2022, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Mayor Quentin Hart
Recommended Action:	Approval.
Summary Statement:	Please see the attached agreement for the terms of the agreement.

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 4/18/2022
Prepared:

Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

3:30 p.m. Council Work Session, Harold E. Getty Council Chambers

City Council Meeting: 4/18/2022
Prepared:

Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 4/18/2022
Prepared:

Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

Airport Board Meeting Minutes of February 23, 2022.

City Council Meeting: 4/18/2022
Prepared: 3/24/2022

ATTACHMENTS:

	Description	Type
🗋	Airport Board Meeting Minutes of February 23, 2022	Backup Material

SUBJECT: Airport Board Meeting Minutes of February 23, 2022.

Submitted by: Submitted By:

MINUTES

WATERLOO REGIONAL AIRPORT BOARD

Wednesday, February 23, 2022

I. ROLL CALL

Board Chair Arlene Humble called the meeting to order at 12:04 p.m.

Board Members Present:	Gwenne Berry, Scott Voigt, Todd Holcomb, David Deeds and Arlene Humble.
Board Members Absent:	Doug Rathburn and Cary Darrah.
City Officials Present:	Councilmember Liaisons Ray Feuss (phone) and John Chiles.
Airport Staff Present:	Keith Kaspari and Sheila Combs.
Other Attendees:	Doug Schindel and David Hughes, AECOM.

II. AGENDA AS RECEIVED OR AMENDED

Mrs. Berry moved to approve the agenda as received, seconded by Dr. Holcomb. Ayes: 4. Motion carried.

III. PUBLIC COMMENTS

None.

IV. REPORTS

A. Airport Director

Mr. Kaspari asked if there were any questions on his written report. Mr. Voigt asked about the $1,015,240 IJA/BIL funds and Mr. Kaspari explained the background on those funds. Mr. Schindel further explained that those funds are separate from CARES Act funds.

Board members stated they would like to see a spreadsheet showing the funds remaining under each grant included for future meetings.

B. Legislative Information & Updates

1. INRCOG Presentation for Thursday, February 17 Virtual Meeting with Iowa's Congressional Staff; and

2. Cedar Valley Coalition Presentation & Aviation Transportation White Paper.

Board reviewed and discussed.

C. Misc. Monthly Airport Reports

General discussion by Staff and the Board regarding budget, enplanements and fares.

Mr. Voigt questioned the utilities expense. Mrs. Combs reminded Board members that the December MidAmerican Energy billed missed the cutoff for payment in December, so January was double the usual amount.

V. BOARD APPROVAL

A. Approval of Minutes of the January 26, 2022 Regular Meeting.

Mr. Voigt moved that the minutes of the January 26, 2022 meeting be approved, seconded by Mr. Deeds. Ayes: 4. Motion carried.

B. Motion to Receive and File January 2022 Expenses.

Mr. Deeds moved that the January 2022 expenses be received and filed, seconded by Dr. Holcomb. Ayes: 4. Motion carried.

VI. OLD BUSINESS

A. Waterloo CIP for FFY's 2023 – 2027 and Long Range Needs Analysis (as revised).

Staff and Board reviewed the final draft of the CIP.

Mr. Deeds questioned the availability of Runway 12/30 during the pavement maintenance project.

Mr. Hughes stated it would have to be closed for possibly two weeks for cure time followed by the time required to paint and apply runway markings.

VII. NEW BUSINESS

A. Board Update: Presentation by Waterloo Planning Staff on Airport-Area Development.

Mr. Kaspari stated that Noel Anderson was not available to make this presentation today, so this item will be pushed to March.

B. General Discussion: Update from Staff on CIP Meeting with City Leadership.

Mr. Kaspari stated that ALO requests to the City are not usually approved. Discussion followed.

C. General Discussion: Update and Request from Staff, for Changes to the Department Staff.

Mr. Kaspari reviewed staffing requests. Mr. Deeds suggested a sub-committee be formed to study staffing needs.

D. General Discussion: Long-Term Department Revenue Discussions.

Mr. Kaspari stated that, as expenses continue to increase, we can't pass on all of those increases on to the airline.

Mr. Deeds stated that we need to make a formal request to the City, especially that they replace all farm ground taken from us for development, since farm rent is our largest revenue stream.

VIII. STAFF AND BOARD MEMBER COMMENT

Mr. Voigt mentioned that SkyWest/United is planning to cut flights at both Mason City and Fort Dodge.

IX. ADJOURNMENT

Mr. Deeds moved the meeting be adjourned at 1:29 p.m., seconded by Mr. Voigt. Ayes: 4. Motion carried.

Respectfully submitted,

Arlene Humble

Arlene Humble, Chairperson

CITY OF WATERLOO

Council Communication

Housing Authority Board minutes of March 21, 2022

City Council Meeting: 4/18/2022
Prepared: 4/4/2022

ATTACHMENTS:

	Description	Type
	WHA Board Minutes 03/21/2022	Backup Material

SUBJECT: Housing Authority Board minutes of March 21, 2022

Submitted by: Submitted By: Julie Dawson, Director

WATERLOO HOUSING AUTHORITY, Governing Board Meeting Minutes
Monday, March 21, 2022 at 4:45 PM (In-Person/Zoom Meeting)
Harold E. Getty Council Chambers – Waterloo City Hall
Members Present: Boesen, Nichols, Amos, Grieder, Chiles, Wilder, Feuss

The meeting was called to order at 4:45 p.m.by Chairperson Grieder. Motioned by Jerome Amos, seconded by Ray Feuss to approve the agenda as proposed.
Ayes: All – Motion Carried

Motioned by Jerome Amos, seconded by Ray Feuss, to approve the minutes of the January 18, 2022 meeting as proposed.
Ayes: All – Motion Carried

Old Business

Public Hearing and Approval of the FY2022 Annual Agency Plans and the Revised Capital Fund 5-Year Action Plan for Improvements at Ridgeway Towers.

- Motioned by Jerome Amos, seconded by Ray Feuss, to receive and file proof of publication of notice of public hearing.
  Ayes: All – Motion Carried
- HOLD HEARING – No comments on file. There were no oral comments during the hearing.
- Motioned by Jerome Amos, seconded by Ray Feuss, to close the hearing.
  Ayes: All – Motion Carried
- Motioned by Jerome Amos, seconded by Ray Feuss, to pass a Resolution approving the Waterloo Housing Authority's Annual PHA Plan, including the revised Capital Fund 5-Year Action Plan.
  Ayes: All – Motion Carried

New Business

Motioned by Jerome Amos, seconded by Dave Boesen, to approve the travel request for Senada Muhic, Housing Coordinator, to attend online Housing Choice Voucher Specialist training June 13 - 17, 2022 in the amount of $1,192.50.
Ayes: All – Motion Carried

Motioned by Jerome Amos, seconded by Dave Boesen, to approve and place on file the Housing Authority report including the Leasing, HAP and Administrative Fee Utilization Report.
Ayes: All – Motion Carried

Motioned by Jonathan Grieder, seconded by Dave Boesen to adjourn the meeting at 4:49 p.m.
Ayes: All – Motion Carried

JD

CITY OF WATERLOO

Council Communication

Historic Preservation Commission minutes of February 15, 2022.

City Council Meeting: 4/18/2022
Prepared: 4/6/2022

ATTACHMENTS:

	Description	Type
	minutes	Backup Material

SUBJECT: Historic Preservation Commission minutes of February 15, 2022.

Submitted by: Submitted By:

WATERLOO HISTORIC PRESERVATION COMMISSION MINUTES
REGULAR MEETING – FEBRUARY 15, 2022– 4:30 P.M.
The meeting was held in the City Council Chambers and via Zoom.

Ottesen called the regular meeting of the City of Waterloo Historic Preservation Commission meeting to order at 4:33 p.m.

Commission Members present were: Ed Ottesen, Nick Hedrick, and Susan Price.

Commission Members electronically: Mathew Gilbert and Terry Stevens (on at 4:37 pm)

Commission Member(s) absent were: None

Others present: John Dornoff and Lexi Blank – Planning Staff; Ed Gallagher – Grout Museum Liaison.

Others present electronically: Charles Pearson

Approval of Agenda

Motion made by Hedrick, seconded by Price to approve the agenda of the February 15, 2022, regular meeting. Motion carried unanimously.

Approval of Minutes

Motion made by Hedrick, seconded by Price to approve the minutes of the January 19, 2022 Motion carried unanimously.

Oral Presentations

There were no oral presentations.

Hearings

1. **Naming 2022 Award Winners**

The commission discussed possible award winners.

Motion made by Hedrick, seconded by Price to name Habitat for Humanity, the Walnut Neighborhood Association, JSA – Judge Platt House; and David Wadsworth as 2022 award winners. Motion carried unanimously.

2. **Approval of the 2022 Most Endangered Property List**

Ottesen went over the list that was initially going to be done in 2022 but noted that the Schoitz hospital building is already being demolished and added the Dunsmore House to the list.

Motion made by Hedrick, seconded by Price to nominate the Courier Block, the YMCA building, 1325 West 4th Street, 429 Clay Street, 339 Almond Street, Mt. Moriah Baptist

Church, 523 Logan Avenue, 722 Water Street, 624-626 West Park Avenue, and the Dunsmore House as the Most Endangered Buildings for 2022. Motion carried unanimously.

3. Project Proposal by Charles Pearson

Pearson stated that he would like to work with the City of Waterloo to locally nominate ten properties locally and put two buildings on the National Register of Historic Places, including East High School and Payne ME Church which was the original railroad chapel.

Pearson said he could get the funding, and the funding will be directed to Pearson Consulting.

A couple of the properties are Pearson family properties.

Wants a partnership with the commission.

Gilbert noted that there is a Multiple Property Nomination at the national level and could be used on the local level.

Hedrick stated they would like to see more information and documentation before proceeding further.

Pearson said he talked to the school district about getting East High School on the National Register. Pearson and Stevens noted that the school districts had done so much for the schools on the city's west side, but now they need to put some money on the east side.

Building Consultation

None

Reports

1. Main Street

Ottesen stated that Funky Junk a Loo will be on March 19&20th. Tour D'Loo will be on April 21st, and tickets will be available online. Main Street is still looking for sponsors and donations for flowers.

Ottesen also stated that Main Street seems interested in historic walking tours.

2. Silos and Smokestacks.

No Report

3. Grout Museum

Gallagher stated that Amos and Wilder are the new City Council Liaisons to the Grout Museum. The museum is looking forward to the May 12th banquet.
Gallagher encouraged everyone to visit the new planetarium.

The St. Patrick's Day breakfast has been canceled, but the garden tour and home tour are still planned to go on.

4. Building Update

Dornoff noted that JSA is working on the house adjacent to the Judge Platt home.

5. Project Update

Dornoff stated that staff is talking with Federal officials about the Civil Rights grant project on how to proceed with the project with the lack of communication from the consultant.

6. Highland

Hedrick noted that USPS has set up a cluster box in front of the entrance to Highland without any prior approval.

7. Walnut

No Report

Discussion Items/Possible Action Items

1. HPC Awards Banquet 2022

Discussion on the banquet.
Hedrick will get bids for the catering for the banquet.

2. School Project

Stevens stated that the school district would only hand out flyers to Elementary School students because Middle and High School students will only throw them away.

Discussion if the art context should only be for elementary or for all grades with a consensus that it should be for all grades.

Stevens suggested prizes of $100, $50, and $25. Dornoff noted that in 2020 JSA had agreed to sponsor the prizes so they should be contacted and see if they are still interested.

Other Discussion:

Dornoff noted that he would not be at the next meeting on March 15th. However, Adrienne Miller and Lexi Blank will run the meeting.

Adjournment

Ottesen adjourned the meeting at 5:43 p.m.

Respectfully submitted,

John Dornoff
Planner II

CITY OF WATERLOO

Council Communication

Complete Streets minutes of January 25, 2022.

City Council Meeting: 4/18/2022
Prepared: 4/6/2022

ATTACHMENTS:

Description	Type
minutes	Backup Material

SUBJECT: Complete Streets minutes of January 25, 2022.

Submitted by: Submitted By:

Minutes of The
City of Waterloo Complete Streets Advisory Committee Meeting
January 25, 2022

Meeting of the City of Waterloo Complete Streets Advisory Committee was called to order at 1:30 pm January 25, 2022, by Chairperson Cass. Due to the OVID-19 pandemic the meeting was held via the Zoom online meeting application.

Roll Call: Members present electronically: Felicia Cass, Anne Marie Kofta, Paul Huting, Jessica Rucker, Wayne Castle, John Dornoff, Kyle Durant, Aric Schroeder, Ray Feuss, Matt Schindel, and Sandi Greco.

Members absent were: Will Frost, David Sturch, and Greg Young.

Other people attending electronically: Jaime Knutson – City Engineer, Carter Baldwin, Kevin Blanshan, Aldina Dautovic, Nick Fratzke – INRCOG; Doug Schindel, Michelle Sweeney, Mark Durbahn – AECOM; Lexi Blank – Waterloo Planning, JB Bolger – Leisure Services, and Oumie Ceesay – Engineering.

It was moved by Durant, seconded by Schroeder to approve the minutes of the November 30, 2021 meeting. Motion carried unanimously.

1. **Presentation by AECOM**

- Durbahn went over the 4th, 5th, and 6th Street Conversion.
  - Discussed project scope.
  - Analysis of traffic and crashes.
  - Looked at the current and conversion level of service.
  - Also looked at travel time.
  - Stake Holder meeting at Center for the Arts in February.
  - Alternative one looked at converting the entire corridor to two-way.
  - Roundabout at 6-corners.
  - No acquisitions are required for the roundabout.
  - Bike Lanes on 4th Street.
  - 5th Street with a center turn lane.
  - Alternative two only covers from Washington Street to East High School.
  - Alternative three is the same as alternative one but has no bike lanes on 4th street.
  - No parking on 4th street.
  - Alternative four same as alternatives 1 and 3 but with parking on 4th street.
  - Looked at bicycle accommodations in the downtown area and Church Row included in the 2045 plan.
  - Looking at alternatives that will connect from Sycamore Street to East High.
  - South Street is shown as having sharrows that will connect with University Avenue.
  - A recreational trail on the 6th Street Bridge includes a barrier.
  - The current level of service is C for 6-corners, but A for the rest of the intersections, but 6-corners improve to A with the roundabout.
  - Main Street would like to encourage more bike lanes downtown.
- Sweeney went over the La Porte Road project
  - To be presented to the City Council on January 30th.
  - The corridor was reviewed, and a preliminary design was done.
  - Hess Road was renamed La Porte Road by the city.
  - The traffic study looked at crash history, with a majority at Mitchell & San Marnan intersections.
  - Looked at existing traffic volumes.

- Looked at future conditions.
- Looked at no-build and build options.
- Locke, Plymouth, E. Ridgeway, and Bopp Street looked at intersection control changes.
- Looked at a roundabout at the US Highway 218 slip ramp.
- $31.3 million costs, $8 million funding with additional submittals.
- Looking at RAISE grants and funding from infrastructure bill.
- 2nd Stakeholder meeting in February, public information meeting in March 2022.
- The final design will be done this year construction in 2024 and 2025.

2. IDOT response to Highway 63 letter and next steps

- Highway 63 has high crash rates for bicycles and pedestrians.
- DOT response was that most would be city responsibility.
- Create a subcommittee to talk about the next steps.
- Engineering will get costs for sidewalk improvements; traffic would look at traffic signals.

3. Report of Council Presentation and next steps

- Work Session appeared to be well received.
- Council appeared to be more engaged than on any previous issue.

4. Proposed topics for 2022 (priority projects)

- Broaden scope away from just sidewalks and discuss other issues of complete streets.
- MPO Master Pedestrian Plan was not approved yet due to lack of quorum.
- Earliest change in bus routes in July.
- Early conversations about pedestrian lighting downtown and then expanding to the rest of the city.

5. Upcoming Planning Commission Agenda Review

- Schroeder went over the agenda.

6. Other Project Status Updates

- No Updates

7. Discussion Items

- Elimination of Zoom meetings in 2022 (put on hold for now)
- February no meeting
- March focus – MPO Pedestrian Master Plan
- April focus – Preliminary Design of La Porte Rd
- May focus – Low hanging fruit, policy discussion and prioritization from Pedestrian mater Plan, and next steps.
- June focus – New bus routes/shelter discussion
- July focus – Priority project(s)
- August focus – CIP

- September focus – Grant opportunities (determine if subcommittee needed)
- October and November focus – Open
- December no meeting

Adjournment

Cass adjourned the meeting at 3:00 p.m.

Respectfully submitted,

John Dornoff
Planner I

APPLICATION
FOR
VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Sidney Simpson

APPLICANT'S ADDRESS: 916 Ash

APPLICANT'S PHONE #: 515 421-5627

ANTICIPATED DATE OF VARIANCE: May 8 May 14 2022

NAME OF EVENT: Gosphel Celebration Birthday Celebration

TIMES OF DAY OF VARIANCE: ~~7AM – 9pm~~ 7A - 9pm

GEOGRAPHICAL LOCATION OF VARIANCE: 916 Ash st

Mt carmel church

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES: Block

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

(Gosphel Celebration) (Band playing)
(Singering)

Sidney Simpson
Applicant's Signature

April 4 2022
Date

CITY COUNCIL ACTION:

APPROVAL: 4/18/22

DENIAL: _____

Police Dept. Recommendation

APPROVAL: Duncan

DENIAL: _____

DECIBEL LEVEL: 90 DBA

APPLICATION
FOR
VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Emily Dvorak

APPLICANT'S ADDRESS: UNI CEEE, 8106 Jennings Dr, Cedar Falls, IA 50614

APPLICANT'S PHONE #: 712-210-5359

ANTICIPATED DATE OF VARIANCE: 04/23/22

NAME OF EVENT: Good Neighbor Iowa Earth Day Picnic

TIMES OF DAY OF VARIANCE: 12:00-3:00 pm

GEOGRAPHICAL LOCATION OF VARIANCE: Hope Martin Memorial Park

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES: 1-2 miles

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

The event is hosted by Good Neighbor Iowa to celebrate Earth Day. Good Neighbor Iowa is a state-wide public health education initiative that aims to reduce children's exposure to urban pesticides. This initiative is managed by the UNI Center for Energy and Environmental Education. Working together with the Waterloo Parks Department, there will be a tree planting demonstration and sharing with the community of the Parks Department's great conservation efforts for the city. There will be two duo bands (Whit&Erica 12:30-1:30, Groovy News 2:00-3:00) playing easy-listening music (guitar only, no drums) amplified through a PA system. There will also be children's earth-themed craft activities for families to enjoy. We are encouraging people to bring blankets and lunch for themselves to enjoy the event picnic style. We anticipate no more than 50 people in attendance.

Applicant's Signature

Emily Dvorak

Date 03/30/22

CITY COUNCIL ACTION:

APPROVAL: 4/18/22

DENIAL:

Police Dept. Recommendation

APPROVAL: Matt Drum Drum

DENIAL:

DECIBEL LEVEL: 75 Db

APPLICATION
FOR
VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Emily Dvorak

APPLICANT'S ADDRESS: UNI CBEE, 8105 Jennings Dr, Cedar Falls, IA 50614

APPLICANT'S PHONE #: 712-210-8359

ANTICIPATED DATE OF VARIANCE: 04/23/22

NAME OF EVENT: Good Neighbor Iowa Earth Day Picnic

TIMES OF DAY OF VARIANCE: 12:00-3:00 pm

GEOGRAPHICAL LOCATION OF VARIANCE: Hope Martin Memorial Park

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES: 1-2 miles

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

The event is hosted by Good Neighbor Iowa to celebrate Earth Day. Good Neighbor Iowa is a state-wide public health education initiative that aims to reduce children's exposure to toxic pesticides. This initiative is managed by the UNI Center for Energy and Environmental Education. Working together with the Waterloo Parks Department, there will be a tree planting demonstration and sharing with the community of the Parks Department's great conservation efforts for the city. There will be two duo bands (WhirlyBird 12:30-1:30, Groovy News 2:00-3:00) playing easy-listening music (guitar only, no drums) amplified through a PA system. There will also be children's earth-themed craft activities for families to enjoy. We are encouraging people to bring blankets and lunch for themselves to enjoy the event picnic style. We anticipate no more than 50 people in attendance.

Applicant's Signature

Date 03/30/22

CITY COUNCIL ACTION:

Police Dept. Recommendation

APPROVAL:

APPROVAL:

DENIAL:

DENIAL:

DECIBEL LEVEL: 75 Db

APPLICATION
FOR
VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Mike Robinson

APPLICANT'S ADDRESS: 1513 Newell Street Waterloo, Iowa 50707

APPLICANT'S PHONE #: 319-529-8801

ANTICIPATED DATE OF VARIANCE: August 20st 2022

NAME OF EVENT: Take Back Our Community Back 2 School Bash

TIMES OF DAY OF VARIANCE: 11:00 Am---4:00 Pm

GEOGRAPHICAL LOCATION OF VARIANCE: Sullivan Park

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES: N/A

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

August 20th 2022 will mark the 13th. Annual Take Back Our Community Back 2 School Bash where we celebrate peace Love and Unity throughout this our community. There will be free food fun prizes and entertainment at no cost to the people.

This event has been a resource of information as it relates to education and available community resources.

There will be a P.A. System and live musical entertainment. We are fully aware of our cities noise and volume expectations. We will consciously monitor sound in an effort to maintain respect for the residents in the area.

Mike Robinson
Applicant's Signature

3-21-2022
Date

CITY COUNCIL ACTION:

APPROVAL: 4/18/22

DENIAL: _____

Police Dept. Recommendation

APPROVAL: Capt F3631

DENIAL: _____

DECIBEL LEVEL: 90 dBA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2022

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

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

PRODUCER PDCM Insurance P.O. Box 2597 Waterloo IA 50704	**CONTACT NAME:** Casey Luensmann **PHONE (A/C, No, Ext):** 319-234-8888 **FAX (A/C, No):** 319-234-7702 **E-MAIL ADDRESS:** cluensmann@pdcm.com
INSURED BOYSGIR-01 Boys & Girls Clubs of the Cedar Valley Boys & Girls Club of Black Hawk County Inc Boys & Girls Club of Waterloo 515 Lime Street Waterloo IA 50703	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Secura Insurance Company — 22543 **INSURER B :** FirstComp Insurance Company — 27626 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 327017215 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		20CP003207328	5/22/2021	5/22/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			A3207329	5/22/2021	5/22/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CU3207330	5/22/2021	5/22/2022	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WC0215696-01	6/1/2021	6/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Abuse & Molestation			20CP003207328	5/22/2021	5/22/2022	Each Incident Aggregate	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Waterloo is additional insured on the General Liability coverage related to the Back to School Bash event, if required in a written agreement.

CERTIFICATE HOLDER

City of Waterloo
200 W 4th St
Waterloo IA 50701
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

APPLICATION
FOR
VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Raynelle Walker

APPLICANT'S ADDRESS: 235 Unity Square

APPLICANT'S PHONE #: 319-493-2286

ANTICIPATED DATE OF VARIANCE: May 28th, 2022

NAME OF EVENT: Beat the Streetz Weekend (take back the streetz)

TIMES OF DAY OF VARIANCE: 1-6 pm

GEOGRAPHICAL LOCATION OF VARIANCE: Sullivan Park

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES:

Across the street

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

Beat the streetz Weekend ~~presents~~ presents Take back the streetz Weekend. At Sullivan Park. including live DJ, vendors, live performances and more.

Raynelle Walker
Applicant's Signature

4/5/22
Date

CITY COUNCIL ACTION:

APPROVAL: 4/18/22

DENIAL:

Police Dept. Recommendation

APPROVAL:

DENIAL:

DECIBEL LEVEL: 90 DBA