THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, REGULAR SESSION TO BE HELD AT Harold E. Getty Council Chambers Monday, March 21, 2022 5:30 PM

CITY OF WATERLOO
GOALS

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

GENERAL RULES FOR PUBLIC PARTICIPATION REGULAR SESSION AGENDA

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

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

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

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

RULES FOR PUBLIC COMMENT SECTION OF THE AGENDA

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

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

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

RULES FOR PUBLIC COMMENT DURING PUBLIC HEARINGS

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

RULES FOR PUBLIC COMMENT DURING AGENDA ITEMS

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

Roll Call.

Prayer or Moment of Silence

Pledge of Allegiance

Rob Nichols, At-Large Council Member

Agenda, as proposed or amended.

Minutes of March 7, 2022, Regular Session, as proposed.

Proclamation declaring March 30, 2022 as Iowa Honey Bee Day.

PUBLIC COMMENTS

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

1. Consent Agenda:

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

A. Resolution to approve the following:

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

2. Resolution setting date of public hearing as April 4, 2022, on the proposal to authorize a

loan and disbursement agreement and the issuance of not to exceed $14,200,000.00 Sewer Revenue Capital Loan Notes of the City of Waterloo, Iowa, and providing for publication of notice thereof.

Submitted By: Michelle Weidner, Chief Financial Officer

3. Resolution approving preliminary plans, specifications, bid documents, etc., setting date of bid opening as Thursday, April 7, 2022 and date of public hearing as April 18, 2022, in conjunction with the FY2022 Waste Water Treatment Plant and Lift Stations Mowing Contract, and instruct the City Clerk to publish notice.

   Submitted By: Brian Bowman, Treatment Operations Supervisor

4. Resolution approving cancellation of assessment for property located at 51 Mulberry Street, in the amount of $284.76, and authorize the City Clerk to notify Black Hawk County Treasurer of said cancellation.

   Submitted By: Kelley Felchle, City Clerk

5. Resolution approving cancellation of a sidewalk assessment for 78 Gable Street in the amount of $859.98; and parcel number 891313354004 in the 600 block of Ankeny in the amount of $2,658.75, and authorize the City Clerk to notify Black Hawk County Treasurer of said cancellation.

   Submitted By: Kelley Felchle, City Clerk

6. Resolution approving an application to the Black Hawk County Metropolitan Planning Organization Transportation Alternatives Program funding, including a twenty percent match estimated at $666,541.80, in conjunction with the Sergeant Road Trail Bridge Replacements.

   Submitted By: Noel Anderson, Community Planning and Development Director

7. Resolution setting date of public hearing as April 4, 2022 for the sale and conveyance of City property located north of 501 Lakeside Street, in the amount of $1.00, to Union Development Holdings, LLC, including a development agreement for 150 multi-family residential units, and instruct the City Clerk to publish notice.

   Submitted By: Noel Anderson, Community Planning and Development Director

8. Resolution setting date of public hearing as April 4, 2022 for the sale and conveyance of City property located north of 615 Glenwood Street, in the amount of $5,000.00, to Bertha Johnson, including a development agreement for the rehabilitation of the home on the property, and instruct the City Clerk to publish notice.

   Submitted By: Noel Anderson, Community Planning and Development Director

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

   a. **J. Saunders, Police Investigator**

      Class/Meeting: International Outlaw Motorcycle Gang Investigators Conference 2022

      Destination: Myrtle Beach, SC

      Dates: 4/3-8/2022

      Amount not to exceed: $1,237.00

   b. **Jeremy Pohl, Police Investigator**

      Class/Meeting: 2022 National Cyber Crime Conference

      Destination: Norwood, MA

      Dates: 4/26-28/2022

      Amount not to exceed: $1,213.00

c. **Angie Fordyce, Anita Rousselow, Mindy Smith, Community Development**
Class/Meeting: National Community Development Association Annual Conference
Destination: St. Paul, MN
Dates: 6/21-24/2022
Amount not to exceed: $4,115.00

d. **Quentin Hart, Mayor**
Class/Meeting: African American Mayor's Association Conference
Destination: Washington, DC
Dates: 4/26-30/2022
Amount not to exceed: $2,100.00

2. **LIQUOR LICENSES**

a. **Amalgamated Local 838 UAW, 2615 Washington St.**
Class: C Liquor w/Outdoor Service
Renewal Application Does not include Sunday
Expiration Date: 2/28/2023

b. **Dollar General Store #10073, 3815 University Ave.**
Class: B Wine / C Beer
Renewal Application Includes Sunday
Expiration Date: 2/28/2023

c. **Dollar General Store #7136, 66 E. Tower Park Dr.**
Class: B Wine / C Beer
Renewal Application Includes Sunday
Expiration Date: 2/28/2023

d. **Dollar General Store #4698, 2935 Logan Ave.**
Class: B Wine / C Beer
Renewal Application Includes Sunday
Expiration Date: 2/28/2023

e. **HyVee Food Store #1, 2834 Ansborough Ave.**
Class: B Wine / C Beer / E Liquor
Renewal Application Includes Sunday
Expiration Date: 3/23/2023

f. **Jim Lind Service, 230 E. Ridgeway Ave.**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 4/7/2023

g. **Landmark Commons, 1400 MaxHelen Blvd.**
Class: A Liquor w/Outdoor Service and Living Quarters
Renewal Application Includes Sunday
Expiration Date: 8/31/2022

h. **Neighborhood Mart, 2100 LaFayette St.**
Class: B Wine / C Beer / E Liquor
Renewal Application Includes Sunday

Expiration Date: 11/14/2022

i. **Panchero's Mexican Grill, 2845 Crossroads Blvd.**
Class: B Beer w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 3/31/2023

j. **Red Carpet Golf, 1409 Newell St.**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 4/4/2023

k. **Snack Shack, 4335 Texas St.**
Class: B Native Wine / C Beer
Renewal Application Includes Sunday
Expiration Date: 10/28/2022

l. **Snack Shack, 4335 Texas St.**
Class: E Liquor
Renewal Application Includes Sunday
Expiration Date: 11/4/2022

m. **Sam's Cub #6514, 210 E. Tower Park Dr.**
Class: B Wine / C Beer / E Liquor
Renewal Application Includes Sunday
Expiration Date: 2/28/2023

n. **Sycamore Convenience, 617-619 Sycamore St.**
Class: B Wine / C Beer / E Liquor
Renewal Application Includes Sunday
Expiration Date: 3/11/2023

o. **The Other Place, 360 E. Ridgeway Ave.**
Class: C Liquor
Renewal Application Includes Sunday
Expiration Date: 1/25/2023

p. **Yourpie, 126 E. Ridgeway Ave.**
Class: Special Class C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 4/5/2023

3. Motion approving Change Order No. 1 with Failor-Hurley Construction for a net increase of $2,506.00, in conjunction with the Traffic Control Room Remodel, Iowa DOT Project Number STP-U-8155(755)--70-07, and authorizing the Mayor to execute said document.

   Submitted By: Mohammad Elahi, Traffic Engineer

4. Motion approving Change Order No. 1 with KW Electric, for a deduct of $12,000.00, in conjunction with the Park Avenue Bicycle Signal project, Iowa DOT grant project number TAP-U-8155(767)--81-07, and authorizing the Mayor to execute said document.

   Submitted By: Mohammad Elahi, Traffic Engineer

5. Motion to approve Change Order No. 1 from Lodge Construction, Inc., of Clarksville, Iowa, for a net increase of $15,450.00, in conjunction with the FY 2021 Cedar River

Marina and Recreational Enhancements, Contract No. 1011, IDOT Project No. TAP-U-8155(768)--8I-07, and authorizing the Mayor and City Clerk to execute said document.

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

6. Motion to approve Change Order No. 6 from Woodruff Construction of Madison, Wisconsin, for a net increase of $75,019.00, in conjunction with the FY 2020 Wastewater Treatment Plant Biosolids Modifications Project, Contract No. 994, and authorizing the Mayor to execute said document.

   Submitted By: Brian Bowman Treatment Operations Supervisor

7. Motion to approve Change Order No. 6 from Vieth Construction Corporation, of Cedar Falls, Iowa, for a net increase of $12,925.00, 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.

   Submitted By: Matt Schindel, Associate Engineer

8. Motion approving Change Order No. 31 with Cardinal Construction, Inc., of Waterloo, Iowa, for a net increase of $2,665.00, in conjunction with the Five Sullivan Brothers Convention Center Addition and Renovation Project, and authorizing the Mayor to execute said document.

   Submitted By: Noel Anderson, Community Planning and Development Director

9. Recommendation of appointment of Brian Wirtz, from the current Civil Service list, to the position of Combination Inspector II in the Building Department, effective March 28, 2022.

   Submitted By: Greg Ahlhelm, Building Official

10. Motion to approve Exception to Burning Yard Waste application by Sharon Stiles, to burn approximately 18.8 acres of native prairie located on the southwest portion of 4335 Logan Avenue, during the month of April 2022, weather permitting.

    Submitted By: Pat Treloar, Fire Chief

11. Bonds.

PUBLIC HEARINGS

2. Request by Gray Transportation for a site plan amendment to the "M-2,P" Planned Industrial District to construct a new 116 foot by 80 foot 9,280 square foot maintenance building located north of 2550 GT Drive.

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a site plan amendment to the "M-2,P" Planned Industrial District to allow for the 116 foot by 80 foot, 9,280 square foot truck maintenance facility located north of 2550 GT Drive.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt the ordinance.

Submitted By: Noel Anderson, Community Planning and Development Director

3. Sale and conveyance of City property located at 235 Newell Street, in the amount of $175,000.00, to John Bosco, and rescinding Resolution No. 2022-110 in its entirety.

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 authorizing the sale and conveyance of city owned property located at 235 Newell Street, in the amount of $175,000.00, to John Bosco, and authorizing the Mayor and Economic Development Specialist to execute said document, and rescinding Resolution No. 2022-110 in its entirety.

Submitted By: Noel Anderson, Community Planning and Development Director

4. FY 2022 Street Reconstruction Program, Contract No. 1057.

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 Aspro, Inc., of Waterloo, Iowa, in the amount of $4,550,657.07, approving the contract, bond and certificate of insurance, in conjunction with the FY 2022 Street Reconstruction Program, Contract No. 1057, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Dennis Gentz, PE, Assistant City Engineer

RESOLUTIONS

5. Resolution approving an expansion to the Greater Downtown Area Operational Zone, in conjunction with the Shared Mobility Device License.

Submitted By: Sandie Greco, Traffic Superintendent

6. Resolution approving a Professional Services Agreement with Shive-Hattery Inc., to perform limited construction review services, in conjunction with the Traffic Control Room Remodeling Project, Iowa DOT Project No. STP-U-8155(755)--70-07, and authorizing the Mayor to excecute said document.

Submitted By: Mohammad Elahi, Traffic Engineer

7. Resolution approving an amendment to the Design Services Agreement with Shive-Hattery, originally executed on June 8, 2021, in conjunction with the design of a mini roundabout at the intersection of W. 9th Street and South Street, in the amount of $6,856.00, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Mohammad Elahi, Traffic Engineer

8. Resolution approving Supplemental Agreement No. 1 to a Construction-Related Services Agreement with AECOM of Waterloo, Iowa, originally executed October 4, 2021, in an amount not to exceed $14,900.00, in conjunction with the Phase I Preliminary Engineering Report and Interim Repairs for the Anaerobic Lagoon Repair Project, and authorizing the Mayor to execute said document.

Submitted By: Brian Bowman, Treatment Operations Supervisor

9. Resolution approving Amendment No. 1 to the Agreement with Strand Associates, Inc., of Madison, Wisconsin, originally executed on November 21, 2019, to amend the completion date from March 3, 2022 to to June 24, 2022, in conjunction with the FY 2020 Wastewater Treatment Plant Biosolids Modifications Project, Contract No. 994, and authorizing the Mayor to execute said document.

Submitted By: Brian Bowman, Treatment Operations Supervisor

10. Resolution approving Supplement Agreement No. 4 to a Professional Services Agreement with

AECOM Technical Services, Inc., of Waterloo, Iowa, originally executed September 8, 2015, for Planning and Engineering Services, in an amount not to exceed $80,000.00, and authorizing the Mayor to execute said document.

Submitted By: Matt Hosford, Assistant Director and Collection Systems Superintendent

11. Resolution approving a Detour Agreement with the Iowa Department of Transportation, for the detour of primary highways onto local roads, in conjunction with the reconstruction of US Highway 218, west from the US Highway 218 north-bound on-ramp at the Airport Boulevard interchange, and authorizing the Mayor to execute said document.

Submitted By: Jamie Knutson, PE, City Engineer

12. Resolution approving an Early Access Agreement with Union Development Holdings, LLC, to allow survey work in preparation of development of the site north of 501 Lakeside Street, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

13. Resolution approving a Temporary Construction Easement Agreement with FDP OC, LLC, in conjunction with the reconstruction of the Park Avenue Bridge, located at 501 Commercial Street, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

14. Resolution approving a Temporary Easement Agreement with Kimberly Ann Reiter, in the amount of $174.96, for purposes of ingress and egress of property located at 6216 Hammond Avenue, in conjunction with the Hammond Avenue Sink Creek Bridge Construction Project.

Submitted By: Aric Schroeder, City Planner

15. Resolution concurring with the determination of City Planner approving a proposed change to the approved site plan in the "S-1" Shopping Center District for the construction of a 2,046 square foot Scooter's Coffee Shop and Restaurant, and a 24-stall parking lot at the northeast corner of Kimball Avenue and Ridgeway Avenue, as a Minor Site Plan Amendment.

Submitted By: Noel Anderson, Community Planning and Development Director

16. Resolution approving a Designated Fund Agreement with the Waterloo Community Foundation in conjunction with the Transforming Gates and Byrnes Parks Project, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Paul Huting, Leisure Services Director

17. Resolution approving Private Property Native Planting Regulations.

Submitted By: Martin Petersen, City Attorney

ORDINANCES

18. An ordinance amending the City of Waterloo Traffic Code by repealing Subsection (193) Jefferson Street of Section 551, Parking Prohibited At All Times On Certain Streets, and enacting in lieu thereof new Subsection (193) Jefferson Street of Section 551, Parking Prohibited At All Times On Certain Streets.

Motion to receive, file and consider for the first time an ordinance amending the City of Waterloo Traffic Code that Subsection (193) Jefferson Street of Section 551, Parking Prohibited At All Times on Certain Streets, is repealed in its entirety, that a new Subsection (193) Jefferson Street of Section 551, Parking Prohibited at All Times on Certain Streets, of the City of Waterloo Traffic Code, is hereby enacted in lieu there of as follows: adding the northeast

side of the 300 block of Jefferson Street between West 1st Street and West 2nd Street.
Motion to suspend the rules.
Motion to receive, file, consider and pass for the second and third items and adopt said ordinance.

Submitted By: Sandie Greco, Traffic Operations Director

19. **An Ordinance Amending the City of Waterloo Traffic Code by Amending Subsection (59) Jefferson Street, by deleting said Subsection in its entirety, and inserting in lieu thereof to Section 553, No Parking Here To Corner.**

Motion to receive, file and consider for the first time an ordinance amending the City of Waterloo Traffic Code that Subsection (59) Jefferson Street of Section 553, No Parking Here To Corner of the City of Waterloo Traffic Code, is hereby deleted in its entirety, and inserted in lieu thereof a new subsection as follows: Jefferson Street - 200 block from West 1st Street to west of driveway.
Motion to suspend the rules.
Motion to receive, file consider and pass for the second and third times and adopt said ordinance.

Submitted By: Sandie Greco, Traffic Operations Director

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

MEETINGS

3:40 p.m. Council Work Session, Harold E. Getty Council Chambers

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

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

PUBLIC INFORMATION

1. Planning, Programming and Zoning minutes of February 8, 2022.
2. Leisure Services Commission Board minutes of January 11, 2022.
3. Leisure Services Commission Board minutes of February 8, 2022.

CITY OF WATERLOO

Council Communication

Minutes of March 7, 2022, Regular Session, as proposed.

City Council Meeting: 3/21/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Minutes of March 7, 2022	Backup Material

Submitted by: Submitted By:

March 7, 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, March 7, 2022. Mayor Quentin Hart in the Chair. Roll Call: Boesen, Nichols, Amos, Chiles, Grieder, Wilder and Feuss, joined the meeting via Zoom.

Prayer or Moment of Silence.

Pledge of Allegiance: Mayor Quentin Hart

107012 - Feuss/Amos

that the Agenda, as proposed, for the Regular Session on Monday, March 7, 2022, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

107013 - Feuss/Amos

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

PUBLIC COMMENTS

Jason Boge, 2141 Logan Avenue, commented on several issues he has had with his landlord and said that city staff and other key people have been protecting him because he is a wealthy man who owns many properties and has ties to the city. He stated that he is here to represent thousands of tenants who rent from landlords like his, who do not take responsibility to fix internal and external household items. He asks that council and the D.A. pass the abatement laws defined in, Chapter 9, Title 7, to assist tenants with landlords like his.

Tony Vieth, Landlord of 2141 Logan Avenue, responded to the comments made by Jason Boge. He listed all of the improvements he has made at the request of Mr. Boge over the two months he has lived on the property. The amount spent so far is $8,603. He stated that the original contractor he hired politely requested to not do anymore work replacing the shower due to Mr. Boge creating a repair list a mile long, demanding unauthorized repairs and making the contractor feel uncomfortable. A second contractor provided an estimate to repair the shower, but cancelled after Mr. Boge insulted his project scheduler. A third contractor sent a letter stating they would no longer do work at Mr. Boge's duplex due to his demeanor, constant messaging and calling his employees at all hours of the night on their personal cell phones. He left threatening messages if his calls were not returned. He stated that he has found a contractor that will do the shower repairs if Mr. Boge is not on site.

Mr. Boesen questioned of the $8,000 that was put into the unit, how much of it was for life safety compared to other repairs.

Tony Vieth explained there was $4,800 for electrical, $1,076 for flooring and $775 for refrigerator.

Mr. Boesen questioned if the unit was registered and had previously been inspected, then commented that the fees incurred would have been necessary to bring the rental unit up to compliance.

Mr. Vieth confirmed that the property is registered but had not been inspected and that Mr. Boge had called the city inspector to request the inspection.

Ms. Wilder questioned when the shower would be fixed.

Tony Veith explained that he has a contractor willing to do the work if the tenant will not be home when the work is being done. He expects the quote within the next day or two.

107014 - Amos/Boesen

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

CONSENT AGENDA

107015 - Amos/Chiles

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

a. Resolutions to approve the following:

1. Resolution approving Finance Committee Invoice Summary Report, dated February 28, 2022, in the amount of $3,369,637.53, and March 7, 2022, in the amount $1,528,324.10 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. 2022-127.

2. Resolution setting date of public hearing as March 21, 2022, to approve the request by Gray Transportation for a site plan amendment to the "M-2,P" Planned Industrial District, to allow for the expansion of their site at 2459 GT Drive, with an additional 116 foot by 80 foot truck maintenance facility, located north of 2550 GT Drive, and instruct the City Clerk to publish notice.

   Resolution adopted and upon approval by Mayor assigned No. 2022-128.

3. Resolution setting date of public hearing as March 21, 2022, to authorize the sale and conveyance of City property located at 235 Newell Street, in the amount of $175,000.00, to John Bosco, and instruct the City Clerk to publish notice.

   Resolution adopted and upon approval by Mayor assigned No. 2022-129.

4. Resolution setting date of public hearing as March 24, 2022 to approve the FYE 2023 budget, and instruct the City Clerk to publish notice.

   Resolution adopted and upon approval by Mayor assigned No. 2022-130.

5. Resolution approving preliminary plans, specifications, form of contract etc., setting date of bid opening as March 31, 2022 and date of public hearing as April 18, 2022, in conjunction with the FY 2023 Complaint Mowing with Complaint Snow Removal Contract, and instruct the City Clerk to publish notice.

   Resolution adopted and upon approval by Mayor assigned No. 2022-131.

b. Motion to approve the following:

1.

	Travel Requests				
	Name & Title of Personnel	Class/Meeting	Destination	Date(s)	Amount not to Exceed
a.	Todd Derifield, Parks Superintendent/City Forester	Iowa Park and Recreation Spring Conference 2022	Dubuque, IA	March 21-24, 2022	$635.00
b.	Officers Wilson, Schaaf, Hoelscher, Girsch, Tindall and Nichols	State required Firearms Instructor Recertification	Johnston, IA	May 5, 2022	$1,490.00
c.	Officers Nichols and Wilson	Rifle Instructor Certification Course	Johnston, IA	April 18-22, 2022	$2,315.00
d.	Officer Weber	Drug Recognition Expert Certification	Des Moines, IA	March 21 - April 1, 2022	$390.00
e.	Officers Montalvo, Gasca-Muniz and Cooper	Iowa Law Enforcement Basic Academy (Hawkeye Community College)	Waterloo, IA	March 21 - May 27, 2022	$16,200.00

2.

Approved Beer, Liquor, and Wine Applications				
Name & Address of Business	Class	New or Renewal	Expiration Date	Includes Sunday
a. Amigo Mexican Restaurant, 1415 San Marnan Drive	C Liquor w/Outdoor Service	Renewal	2/28/2023	x
b. The Comfort Zone, 213 E. 5th Street	C Liquor	Renewal	1/17/2023	x
c. El Patron Family Mexican Restaurant, 301 E. 4th Street	C Liquor w/Outdoor Service	Renewal	2/28/2023	x
d. Family Dollar #32879, 1608 University Avenue	B Wine / C Beer	New	2/2/2023	x
e. Jim's Food, 437 Sullivan Avenue	B Wine / C Beer / E Liquor	Renewal	4/14/2023	x
f. National Dairy Cattle Congress, 250 Ansborough Avenue	C Liquor w/Outdoor Service	Renewal	2/28/2023	x
g. Snowden House, 306 Washington Street	Special Class C Liquor w/Outdoor Service	Renewal	12/14/2022	x

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

Appointee	Board/Commission	Expiration Date	New or Re-Appointment
Sarah Topliff	International Property Maintenance Board	March 15, 2025	Re-Appointment
Carrie Chandler	International Property Maintenance Board	March 15, 2025	Re-Appointment
Anthony Miller	International Property Maintenance Board	March 15, 2025	Re-Appointment
Sherrie Jones	International Property Maintenance Board	March 15, 2024	Re-Appointment
Rodney Curran	Plumbing Board of Licensing, Examiners and Appeals	May 28, 2025	Re-Appointment

4. Motion to approve Change Order No. 1 from KW Electric Inc., for a net increase of $53,011.75, in conjunction with the Downtown Traffic Fiber Optic Interconnect and Camera Project, Iowa DOT project number STBG-SWAP-8155(769)--SG-07, and authorizing the Mayor to execute said document.

5. Motion to approve the purchase of a one (1) 2020 Ford Transit in the amount of $36,675.00 and one (1) 2021 Ford Ranger in the amount of $34,680.00 from Victory Ford of Dyersville, Iowa for Waste Management Services.

6. Recommendation of appointment of Seth Long, from the current Civil Service List, to the position of Equipment Operator II in the Street Department, pending completion of physical and drug testing, effective March 21, 2022.

7. Bonds.

Roll call vote-Ayes: Seven. Motion carried.

PUBLIC HEARINGS

107016 - Nichols/Amos

that proof of publication of notice of public hearing on General Obligation Bonds - ECP-UR 2 - The issuance of not to exceed $3,500,000.00 General Obligation Bonds for essential corporate urban renewal purposes, as published in the Waterloo Courier on February 18, 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.

David Dryer, 3145 W. 4th Street, commented on a recent article in the Courier by the Chief Financial Officer.

Mayor Hart responded by providing an overview of the current projects, multi-faceted issues and challenges we're strategically and methodically working toward that prepare us for the long-range future of our city.

Mr. Amos commented that he was quoted as saying he was frustrated and kicking the can down the road, but he was not the one that said that and wants to make the record clear.

Mayor Hart commented on the various funding the city has to utilize.

107017 - Nichols/Amos

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

107018 - Nichols/Amos

that "Resolution instituting proceedings to take additional action for the issuance of not to exceed $3,500,000.00 General Obligation Bonds", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Mr. Boesen questioned if the $3.5 million is for the Convention Center Plaza improvements.

Michelle Weidner, Chief Financial Officer, stated that it is the primary purpose, but there are some other projects in the works to finish the second floor.

Mr. Boesen questioned if this amount would be enough to cover the second floor bathroom remodels.

Michelle Weidner explained it would not.

Mr. Boesen questioned how much had been spent at the Convention Center so far.

Michelle Weidner explained that about $10 million has been spent so far.

Mayor Hart shared that staff are still working to identify additional dollars for the project as well.

Mr. Chiles questioned if the architects are sharing in the cost of not including cat walk repairs to the project.

Michelle Weidner commented there are no plans for cost sharing.

Mr. Chiles questioned if there was a boost to hotel/motel tax revenue due to the events occurring now.

Michelle Weidner explained that the city has received the most recent quarterly payment of hotel/motel tax and it does show a rebound from the pandemic.

Mayor Hart commented that recently there was a situation that required space for approximately eighty-eight people. The hotels were full and only twenty people or so where able to get accommodations, which is a good sign of an uptick which will continue trending in the right direction.

Resolution adopted and upon approval by Mayor assigned No. 2022-132.

107019 - Boesen/Amos

that proof of publication of notice of public hearing on Request by Top Notch Tile and Construction for a site plan amendment to the "M-2,P" Planned Industrial District to allow for the construction of a 4,800 square foot building as phase 1 and three future phases which total 19,200 square feet for future building expansions at property located Northeast of 2510 Leversee Road, on Warp Drive, as

published in the Waterloo Courier on February 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.

107020 - Boesen/Amos

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

107021 - Boesen/Amos

that "an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a site plan amendment to the "M-2,P" Planned Industrial District to allow for the construction of a 4,800 square foot building as phase 1 and three future phases which total 19,200 square feet for future building expansions at property located Northeast of 2510 Leversee Road, on Warp Drive", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

Noel Anderson, Community Planning and Development Director, provided an overview of the project and said there have been no opposition to the request.

107022 - Boesen/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.

107023 - Boesen/Amos

that "an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a site plan amendment to the "M-2,P" Planned Industrial District to allow for the construction of a 4,800 square foot building as phase 1 and three future phases which total 19,200 square feet for future building expansions at property located Northeast of 2510 Leversee Road, on Warp Drive", 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. 5633.

107024 - Amos/Wilder

that proof of publication of notice of public hearing on sale and conveyance of property located on the easterly end of Warp Drive, to Top Notch Tile and Construction, LLC, in the amount of $1.00, and approval of a Development and Minimum Assessment Agreement in the amount of $250,000.00, for the development of a 4,800 square foot building with additional phases, as published in the Waterloo Courier on February 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.

107025 - Amos/Wilder

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

107026 - Amos/Wilder

that "Resolution approving the sale and conveyance of city owned property located southeast of the intersection of Leversee Road and Lone Tree Road, in the amount of $1.00, to Top Notch Tile and Construction, LLC, and authorizing the Mayor and City Clerk to execute necessary documents.

Mr. Chiles questioned how long the abatement would be on this property.

Noel Anderson, Community Planning and Development Director, provided the abatement schedule for this phased project.

Mr. Boesen questioned if monies will stay in the TIF.

Noel Anderson explained that a portion will go to debt service and a small amount that goes to the schools and county but the rest would stay in the TIF.

Resolution adopted and upon approval by Mayor assigned No. 2022-133.

107027 - Amos/Wilder

Resolution approving a Development and Minimum Assessment Agreement, in the amount of $250,000.00 with Top Notch Tile and Construction, LLC, 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. 2022-134.

107028 - Grieder/Chiles

that proof of publication of notice of public hearing on FYE 2023 Budget Maximum Property Tax Levy Hearing, as published in the Waterloo Courier on February 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.

David Dryer, 3145 W. 4th Street, read from the City of Waterloo goals and requested clarification of this item and discrepancies published in the Courier.

Forest Dillavou, 1725 Huntington Road, commented that the city needs to hold the line. He said the county is doing a good job for the taxpayers, and so is the state of Iowa. He urged council to do everything they can to help the citizens. He said today he watched the cost of fuel go up 30 cents in an hour and said that he has renters who cannot even afford to pay their heating bills. He encouraged council and staff to do with less like the citizens of Waterloo have to.

Michelle Weidner, Chief Financial Officer, provided an overview of the numbers presented in this maximum property tax levy hearing and clarified that this is not the final hearing and is not the total tax levy.

Mayor Hart questioned how much the commercial rollback is impacting this year's budget.

Michelle Weidner explained that the city will lose about $300,000.00 this year from the previous year.

Mayor Hart questioned how multi-residential has been affected.

Michelle Weidner explained that particular sector's taxable value has dropped by about 40 percent and it will continue to decline.

Mayor Hart questioned how the state changes impact residents.

Michelle Weidner explained that it raises the taxes, because to fund the same services it takes a higher tax levy because the state is removing a source of revenue.

107029 - Grieder/Chiles

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

107030 - Grieder/Chiles

that "Resolution approving the Maximum Property Tax Askings as defined under Iowa Code Section 384.15A in the amount of $39,094,486, an increase in applicable collections of $3,367,705, or 9.43% for the budget year ending June 30, 2023", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Mr. Grieder commented that our budget for personnel is approximately eighty percent. He questioned if people want to see this number lower, what personnel or services are you willing to cut. We have the smallest workforce for being one of the larger cities and our staff does an incredibly fine job. Comparing the city budget to a household budget is not an apples to apples comparison, and it is not fair to expect that.

Mr. Boesen commented that it important to understand that this is the maximum tax levy and everyone is going to work to decrease this and bring forward a workable budget.

Resolution adopted and upon approval by Mayor assigned No. 2022-135.

RESOLUTIONS

107031 - Amos/Wilder

that "Resolution approving a Professional Services Agreement with HR Green, Inc., of Cedar Rapids, Iowa, in an amount not to exceed $21,922.00, in conjunction with the Waterloo Pavement Management Plan FY 2022-2029, 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. 2022-136.

107032 - Amos/Wilder

that "Resolution approving a Development Agreement with Hydrite Chemical Co., in conjunction with construction of a new 13,200 square foot office building, with a Minimum Assessment Agreement adding $1,562,700.00 to the current assessed value of the property, and City and tax rebates of six years at fifty percent, and authorizing the Mayor and City Clerk execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Mr. Boesen requested that staff notify council ahead of time when items like this are coming down the pike so we do not read about it in the newspaper first. He would like to be informed so that when people call him, he has an answer.

Noel Anderson, Community Planning and Development Director, agreed that staff would begin to reach out ahead of time.

Resolution adopted and upon approval by Mayor assigned No. 2022-137.

107033 - Amos/Wilder

that "Resolution approving a Professional Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, in an amount not to exceed $189,500, for engineering services in conjunction with the FY 2023 Sunnyside Creek Improvements Wet Detention Pond and Channel Stabilization Project, Contract No. 1062, 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. 2022-138.

107034 - Nichols/Boesen

that "Resolution approving the purchase of property located at 232 Ricker Street Waterloo, Iowa, for the sum of $23,000.00 from Abigail Land Holdings, LLC and 11T IA LLC, and authorize the Mayor to sign the purchase and sale agreement and all necessary documents", be adopted. Roll call vote-Ayes: Seven. Motion carried.

David Dryer, 3145 W. 4th Street, questioned why we are purchasing the property.

Rudy Jones, Community Development Director, commented on the partnership with Hawkeye Community College to build three new homes. They have since learned there were a number of vacant properties within the same neighborhood and felt it would complement the development.

Mayor and City Council discussed the project's goal of identifying and putting funds towards rehabilitating homes within the city of Waterloo.

Resolution adopted and upon approval by Mayor assigned No. 2022-139.

107035 - Nichols/Boesen

that "Resolution approving a Supplemental Agreement for the City of Waterloo 2030 Vision and Strategic Plan, in the amount of $24,755, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

David Dryer, 3145 W. 4th Street, questioned whom the agreement is with.

Mayor Hart commented that the agreement is with deNovo.

Resolution adopted and upon approval by Mayor assigned No. 2022-140.

107036 - Grieder/Amos

that "Resolution approving award of contract to Vieth Construction Corporation, of Cedar Falls, Iowa, in the amount of $ 1,692,500.00, and approving the contract, bonds and certificate of insurance, in conjunction with the Five Sullivan Brothers Convention Center Plaza Renovation Project, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Mayor Hart provided an overview of the item.

Mr. Boesen requested additional information on Alternate 1 from staff and shared his concern that the contract does not include any penalties for failure to complete on time.

Mayor Hart commented that the goal is to have the project completed when the League of Cities is in Waterloo at the end of September. He commented that staff should provide timely project updates so council is very aware of the progress.

Resolution adopted and upon approval by Mayor assigned No. 2022-141.

107037 - Grieder/Amos

that "Resolution approving a sales order with Rebechini Studios, Inc. in the amount of $45,000 to complete the final design for the Sullivan Brothers Family Memorial", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-142.

ORDINANCES

107038 - Amos/Grieder

that "an ordinance amending the City of Waterloo Code of Ordinances by repealing Section 7, Exceptions, of Chapter 5B, Weeds, Title 7, Public Ways and Property and enacting in lieu thereof a new code section", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

Martin Petersen, City Attorney, commented that people are getting ready to plant their gardens so it would be helpful if the second and third readings were waived.

107039 - Amos/Grieder

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

107040 - Amos/Grieder

that "an ordinance amending the City of Waterloo Code of Ordinances by repealing Section 7, Exceptions, of Chapter 5B, Weeds, Title 7, Public Ways and Property and enacting in lieu thereof a new code section", 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. 5634.

107041 - Chiles/Amos

that "an ordinance amending the City of Waterloo Traffic Code by adding Subsection (157b) Greyhound Drive, both sides of street from West Ridgeway Avenue to Sergeant Road (Hwy. 63), to Section 551, Parking Prohibited At All Times On Certain Streets", be received, placed on file, considered and passed for the second time. Roll call vote-Ayes: Seven. Motion carried.

Mr. Boesen commented that he supports the ordinance but is concerned that this just moves the problem, it does not solve it and stated that he believes that the whole area should be no parking. He further commented that we need to be sure we will have enforcement.

Sandie Greco, Traffic Operations Director, commented that the plan is to bring forth another ordinance for the other streets.

Mr. Boesen questioned the timeframe and if there would be a work session beforehand.

Sandie Greco stated it is up to council whether they would like a work session first or not, and that either can be added to the next meeting in two weeks.

Mr. Chiles commented that he would like the item brought back in two weeks.

Mr. Amos questioned what the enforcement mechanism would be on this ordinance.

Joel Fitzgerald, Police Chief, commented that the officers can enforce the ordinance by issuing parking citations and they would make the NPO working the area aware of the problem so that they can frequently check when they are not occupied with another call.

107042 - Chiles/Amos

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

107043 - Chiles/Amos

that "an ordinance amending the City of Waterloo Traffic Code by adding Subsection (157b) Greyhound Drive, both sides of street from West Ridgeway Avenue to Sergeant Road (Hwy. 63), to Section 551, Parking Prohibited At All Times On Certain Streets", 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. 5635.

OTHER COUNCIL BUSINESS

107044 - Amos/Wilder

To post pone until next meeting, the "Resolution approving Private Property Native Planting Regulations". Roll call vote-Ayes: Seven. Motion carried.

107045 - Boesen/Amos

that the council adjourn to Executive Session at 6:55 p.m. Roll call vote-Ayes: Seven. Motion carried.

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

EXECUTIVE SESSION

107046 - Grieder/Boesen

that the council adjourn Executive Session at 7:20 p.m. Voice vote-Ayes: Seven. Motion carried.

ADJOURNMENT

107047 - Grieder/Boesen

that the Council adjourn at 7:20 p.m. Voice vote-Ayes: Seven. Motion carried.

_____
Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Proclamation declaring March 30, 2022 as Iowa Honey Bee Day.

City Council Meeting: 3/21/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Honey Bee Day	Backup Material

Submitted by: Submitted By:

PROCLAMATION

CITY OF WATERLOO, IOWA

WHEREAS, honey bees and native insects are important as pollinators for a third of the food we eat and honey bees are vital in production of over 90 crops grown across the nation, many of which are in Iowa. Honey bees contribute to a healthy Iowa environment by assuring availability of fruits, vegetables, nuts, and flowers for wildlife and all Iowans; and

WHEREAS, Iowa's 45,000 or more honey bee hives produce about 4 million pounds of honey valued at over $8 million and honey bees provide an estimated $92 million economic value to Iowa crops from their pollination; and

WHEREAS, Iowa has over 4,500 beekeepers representing hobbyists, sideliners as part time businesses and full time commercial beekeepers. Beekeepers have as few as 1-2 hives in a single apiary to a hundred apiaries with thousands of hives of individual commercial operations; and

WHEREAS, traditionally, beekeeping occurred in rural areas of Iowa. Now bee hives increasingly are in urban areas with the rising interest of hobby beekeepers that keep honey bees in Iowa cities and towns; and

WHEREAS, the State of Iowa has an active apiary program that protects honey bees and beekeepers by inspecting for apiary diseases and pests as well as actively encouraging best beekeeping practices by outreach to individuals and beekeeping groups; and

WHEREAS, honey bees face serious threats from invasive pests and disease, decreasing bee friendly habitat, variable climate and increasing pesticide and herbicide pressure.

NOW THEREFORE, I, Quentin Hart, Mayor of the City of Waterloo, do hereby proclaim March 30, 2022 as

IOWA HONEY BEE DAY

corresponding to Governor Reynolds State of Iowa Honey Bee Day Proclamation and encourage all citizens, residents and visitors to join in observing this day and focusing on the importance of honey bees to our state economy, to enjoy the honey and other products of the hive, to recognize the honey bees' role in maintaining our Iowa environment, and to assist in reducing the threats to honey bee survival in our state.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Waterloo to be affixed this 21st day of March 2022.

ATTEST:

Kelley Felcle
City Clerk

Quentin Hart
Mayor

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as April 4, 2022, on the proposal to authorize a loan and disbursement agreement and the issuance of not to exceed $14,200,000.00 Sewer Revenue Capital Loan Notes of the City of Waterloo, Iowa, and providing for publication of notice thereof.

City Council Meeting: 3/21/2022
Prepared: 3/8/2022

ATTACHMENTS:

	Description	Type
	Council Comm Sanitary Gatewells Hwy 63 s Interceptor Sewer and CIPP IVA2	Backup Material
	Resolution	Backup Material

SUBJECT:	Resolution setting date of public hearing as April 4, 2022, on the proposal to authorize a loan and disbursement agreement and the issuance of not to exceed $14,200,000.00 Sewer Revenue Capital Loan Notes of the City of Waterloo, Iowa, and providing for publication of notice thereof.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Summary Statement:	We are planning to borrow $14,200,000 in sewer revenue capital loan notes through the State of Iowa Clean Water Revolving Fund to finance several sewer projects. Please note that the hearing amount indicated is being set higher than the actual amount we plan to borrow. These loans are done on a reimbursement basis. Periodic loan draws will be made after qualifying project expenses are paid.
Neighborhood Impact:	The City will use this loan to provide permanent financing for the Sanitary Gatewell Phase 1, Highway 63 South Interceptor Sewer, and an additional phase of the Cured in Place Pipe Lining Project Phase IVA 2.
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 user 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. However, the some of the contracts for the expenses to be funded with these notes have already been awarded. 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 loans.

Mayor
QUENTIN HART

COUNCIL MEMBERS

JON 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: March 21, 2022
Prepared: March 8, 2022
Dept. Head Signature: Michelle Weidner

Number of Attachments: None

SUBJECT: Sewer Revolving Fund Loans

Submitted by: Michelle Weidner, Chief Financial Officer

Recommended City Council Action:

Resolution setting date of public hearing as April 4, 2022 on the proposal to authorize a loan and disbursement agreement and the issuance of not to exceed $14,200,000 Taxable Sewer Revenue Capital Loan Notes and instruct City Clerk to publish said notice. April 2022

Summary Statement: Resolution setting date of public hearing as April 4, 2022 on the proposal to authorize a loan and disbursement agreement and the issuance of not to exceed $14,200,000 Taxable Sewer Revenue Capital Loan Notes and instruct City Clerk to publish said notice.

Please note that the hearing amount indicated is being set higher than the actual amount we plan to borrow. These loans are done on a reimbursement basis. Periodic loan draws will be made after qualifying project expenses are paid.

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. However, some of the contracts for the expenses to be funded with these notes have already been awarded. 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 loans.

Background: The City will use this loan to provide permanent financing for several projects, including, the construction of the Sanitary Sewer Gatewells Phase 1 project, the US Highway 63 South Interceptor Sewer Phase I project and additional phases of the Cured in Place Pipe Lining Project Phase IV A (2).

ITEMS TO INCLUDE ON AGENDA

CITY OF WATERLOO, IOWA

Not to Exceed $14,200,000 Taxable Sewer Revenue Capital Loan Notes (State of Iowa Revolving Fund Loan)

- Resolution fixing date for a meeting on the proposition to authorize one or more Loan and Disbursement Agreements and the issuance of Notes to evidence the obligations of the City thereunder.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

March 21, 2022

The City Council of the City of Waterloo, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ _____.M., on the above date. There were present Mayor Quentin Hart, in the chair, and the following named Council Members:

_____

Absent: _____

Vacant: _____

* * * * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF ONE OR MORE LOAN AND DISBURSEMENT AGREEMENTS AND THE ISSUANCE OF NOT TO EXCEED $14,200,000 TAXABLE SEWER REVENUE CAPITAL LOAN NOTES OF THE CITY OF WATERLOO, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF ONE OR MORE LOAN AND DISBURSEMENT AGREEMENTS AND THE ISSUANCE OF NOT TO EXCEED $14,200,000 TAXABLE SEWER REVENUE CAPITAL LOAN NOTES OF THE CITY OF WATERLOO, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Waterloo, State of Iowa, should provide for the authorization of one or more Loan and Disbursement Agreements and the issuance of Taxable Sewer Revenue Capital Loan Notes, in the amount of not to exceed $14,200,000, as authorized by Sections 384.24A and 384.83, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out project(s) as hereinafter described; and

WHEREAS, the City has applied for a loan through the Iowa Water Pollution Control Works Financing Program pursuant to which the Iowa Finance Authority has agreed to purchase the City's Notes and has requested that such Notes be issued each as a single Note in a denomination equal to the total amount of the issue as authorized by Chapter 384 of the Code of Iowa; and

WHEREAS, the Loan and Disbursement Agreements and Notes shall be payable solely and only out of the Net Revenues of the Municipal Sewer System and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan and Disbursement Agreements and Notes; and

WHEREAS, before the Loan and Disbursement Agreements and Notes may be authorized and Taxable Sewer Revenue Capital Loan Notes issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan and Disbursement Agreements and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, STATE OF IOWA:

Section 1. That this City Council meet in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ _____.M., on the 4th day of April, 2022, for the purpose of taking action on the matter of the authorization of one or more Loan and Disbursement Agreements and the issuance of not to exceed $14,200,000 Taxable Sewer Revenue Capital Loan Notes, to 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 Phase IV A2 of the Collection System Improvements CIPP project, Phase 1 of the US Highway 63 South Interceptor Sanitary Sewer Upgrade project, and Sanitary Sewer Gatewell Repairs.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 3. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published between: March 15, 2022 and March 30, 2022)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF ONE OR MORE LOAN AND DISBURSEMENT AGREEMENTS AND THE ISSUANCE OF NOT TO EXCEED $14,200,000 TAXABLE SEWER REVENUE CAPITAL LOAN NOTES, AND THE PUBLIC HEARING ON THE AUTHORIZATION AND ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Waterloo, State of Iowa, will hold a public hearing on the 4th day of April, 2022, at _____ _____.M., in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at which meeting the City Council proposes to take additional action for the authorization of one or more Loan and Disbursement Agreements by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $14,200,000 Taxable Sewer Revenue Capital Loan Notes, to evidence the obligations of the City under the Loan and Disbursement Agreements, in order 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 Phase IV A2 of the Collection System Improvements CIPP project, Phase 1 of the US Highway 63 South Interceptor Sanitary Sewer Upgrade project, and Sanitary Sewer Gatewell Repairs. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Municipal Sewer System.

At the above meeting the City Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the City Council will at this meeting or at any adjournment thereof, take additional action for the authorization of said Loan and Disbursement Agreements and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Waterloo, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this _____ day of _____, 2022.

_____

Kelley Felchle, City Clerk, City of Waterloo, State of Iowa

(End of Notice)

PASSED AND APPROVED this 21st day of March, 2022.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2022.

_____
Kelley Felchle, City Clerk, City of Waterloo,
State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Waterloo, in the County of Black Hawk, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF ONE OR MORE LOAN AND DISBURSEMENT AGREEMENTS AND THE ISSUANCE OF NOT TO EXCEED $14,200,000 TAXABLE SEWER REVENUE CAPITAL LOAN NOTES, SERIES 2022, OF THE CITY OF WATERLOO, AND THE PUBLIC HEARING ON THE AUTHORIZATION AND ISSUANCE THEREOF

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Waterloo Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2022.

WITNESS my official signature at Waterloo, Iowa this _____ day of _____, 2022.

_____
Kelley Felchle, City Clerk, City of Waterloo, State of Iowa

(SEAL)

02017608-1\11310-147

CITY OF WATERLOO

Council Communication

Resolution approving preliminary plans, specifications, bid documents, etc., setting date of bid opening as Thursday, April 7, 2022 and date of public hearing as April 18, 2022, in conjunction with the FY2022 Waste Water Treatment Plant and Lift Stations Mowing Contract, and instruct the City Clerk to publish notice.

City Council Meeting: 3/21/2022
Prepared: 3/8/2022

ATTACHMENTS:

Description	Type
Notice to Bidders	Backup Material
Mowing Specs 2022	Backup Material
Bid Form	Backup Material

SUBJECT:	Resolution approving preliminary plans, specifications, bid documents, etc., setting date of bid opening as Thursday, April 7, 2022 and date of public hearing as April 18, 2022, in conjunction with the FY2022 Waste Water Treatment Plant and Lift Stations Mowing Contract, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Brian Bowman, Treatment Operations Supervisor
Recommended Action:	Approve the specifications, etc., and taking of bids, and set the date of bid opening and hearing

Expenditure Required/Source of Sewer Funds
Funds:

CITY OF WATERLOO, IOWA

WASTE MANAGEMENT SERVICES

NOTICE OF PUBLIC HEARING

On Proposed Specifications and the

NOTICE TO BIDDERS

for

2022 WWTP & LIFT STATIONS MOWING

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, April 7, 2022, until 12:00 NOON,** for the **2022 Wastewater Treatment Plant (WWTP) & LIFT STATIONS MOWING** as described in the plans and specifications now on file in the City Clerk's office, Waste Management Services.

OPENING OF BIDS

All proposals received for the **2022 WWTP & LIFT STATIONS MOWING** will be opened in the City Clerk's Office in City Hall, Waterloo, Iowa, on **Thursday, April 7, 2022, at 1:00 p.m**., and the proposals will be referred to the Waste Management Services for recommendation of award.

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 **2022 WWTP & LIFT STATIONS MOWING** 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., Waste Management Services, 3505 Easton Ave., 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 for mowing and weed control spraying the designated areas in accordance with these specifications.

CONTRACT PERIOD

The period of time covered under this proposed contract shall be approximately April 19, 2022, through October 14, 2022.

PROPOSALS SUBMITTED

All bids must be submitted on forms supplied by Waste Management Services. 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 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

Waste Management Services has divided the mowing 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 the Contract to the responsible Bidder 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, Waste Management 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 Waste Management Services 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.

BOND

The successful Bidder shall furnish a Performance Bond, within ten (10) days after notification of acceptance of the bid, in the amount of Thirty Thousand Dollars ($30,000.00). The Bond is to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims of any kind caused by the 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 acres mowed during the previous period. **A detailed bill of completed work must be received and approved by the Waste Management Services Department for WWTP & Lift Station Mowing at their office located at 3505 Easton Ave., Waterloo, Iowa before payments will be made.**

The billing shall include:

- Address of properties
- Area or time billed for (depending on bid proposals)

Published by order of the City Council of said City of Waterloo, Iowa, on the _____ day of _____, 2022

City of Waterloo, Iowa,

_____
Kelly Felchle, City Clerk

CITY OF WATERLOO, IOWA
WASTE MANAGEMENT SERVICES

SPECIFICATIONS
for
2022 WWTP & LIFT STATIONS MOWING

SCOPE OF WORK

The Contractor shall provide all labor, equipment and material necessary to mow and weed control spraying from designated areas in accordance with these specifications. References in these specifications to Waste Management Services shall include the City of Waterloo.

OPTION A: WASTEWATER TREATMENT PLANT (WWTP)

The following WWTP area/area's to be mowed. The acreages listed are approximate only and shall be verified by bidder.

The Wastewater Treatment Plant at 3505 Easton Ave., Waterloo, IA shall be mowed **three times monthly or every ten (10) days** from approximately **April 19, 2022 to October 14, 2022** for a maximum of 16 mowings. Approximately 45 acres shall be mowed not including buildings, tanks, roads, parking and structures. To be trimmed one (1) foot on each side of fence line to match the height and appearance of surrounding vegetation. Mow area/area's marked in Wastewater Treatment Plant Mowing Contract Drawing and on both sides of road on Easton Ave., mow at least three (3) feet on the outside of fenced area/area's where possible. There will also include two (2) weed control spraying around buildings, tanks, fencing, gravel area/area's, digester flare gravel area, electrical transformers and structures to help weed trimming and for control of weeds. The actual number of mowing's will be based on growing conditions and budget constraints determined by Waterloo Waste Management Services Department.

OPTION B: LIFT STATIONS

The following lift station area's to be mowed. The acreages listed are approximate only and shall be verified by bidder.

The following lift stations shall be mowed on a **bi-weekly basis** from approximately **April 19, 2022 to October 14, 2022** for a maximum of 12 mowing's. To be trimmed one (1) foot on each side of fence line to match the height and appearance of surrounding vegetation. Mow area/area's marked in Lift Station Mowing Contract Drawing or Photo's and mow at least three (3) feet on the outside of a fenced area. There will also include one (1) weed control spraying around buildings, tanks, fencing, gravel area's and structures to help weed trimming and for control of weeds. The actual number of mowing's will be based on growing conditions and budget constraints determined by Waterloo Waste Management Services Department.

Ref. No.	Address/Location	Name
LS-420	739 Black Hawk Rd Approx. 0.1 acre mowing Approx. 94 linear feet of fence line	Black Hawk- Storm

Ref. No.	Address/Location	Name
LS-309	1220 Black Hawk Rd Approx. 0.1 acre mowing No fencing	Garden
LS-421	1528 Black Hawk Rd Approx. 1.25 acre mowing No fencing	Black Hawk- Holding Pond
LS-302	889 Belle St Approx. 0.4 acre mowing Approx. 100 linear feet of fence line	Cedar Terrace
LS-314	1055 Virginia St Approx. 0.06 acre mowing Approx. 100 linear feet of fence line	Virginia
LS-322	220 Douglas St Approx. 0.1 acre mowing No fencing	Douglas
LS-324	2534 W. Airline Ave Approx. 1.2 acre mowing Approx. 1,300 linear feet of fence line	Con-Agra
LS-316	2212 W. Airline Ave Approx. 0.4 acre mowing Approx. 270 linear feet of fence line	Airline
LS-312	220 Ansborough Ave Approx. 0.07 acre mowing No fencing	Cattle Congress- Sanitary
LS-325	2749 Independence Ave Approx. 7.6 acre mowing Approx. 3360 linear feet of fence line	Lagoon

OPTION C:

The following lift stations shall be mowed on a **monthly basis** from approximately **April 19, 2022 to October 14, 2022** for a maximum of 6 mowing's. To be trimmed one (1) foot on each side of fence line to match the height and appearance of surrounding vegetation. Mow area/area's marked in Lift Station Mowing Contract Drawing or Photo's and mow at least three (3) feet on the outside of a fenced area. There will also include one (1) weed control spraying around buildings, tanks, fencing, gravel area's and structures to help weed trimming and for control of weeds. The actual number of mowing's will be based on growing conditions and budget constraints determined by Waterloo Waste Management Services Department.

Ref. No.	Address/Location	Name
LS-301	3931 Texas St Approx. 0.4 acre mowing Approx. 265 linear feet of fence line	Hawkeye
LS-303	3500 E. Shaulis Rd Approx. 0.2 acre mowing Fence line in concrete	Triangle
LS-311	242 N. Hackett Rd Approx. 0.11 acre mowing No Fencing	N. Hackett
LS-305	3750 Sergeant Rd Approx. 0.1 acre mowing Approx. 80 linear feet of fence line	63 South
LS-427	100 Rainbow Dr Approx. 0.53 acre mowing Approx. 668 linear feet of fence line	Cattle Congress- Storm
LS-318	450 W. Arlington St Approx. 0.07 acre mowing Approx. 76 linear feet of fence line	David
LS-403	836 Logan Ave Approx. 0.04 acre mowing Approx. 200 linear feet of fence line, Residential fence	Quincy- Storm
LS-404	1365 Logan Ave Approx. 0.07 acre mowing Approx. 150 linear feet of fence line	WCF&N- Storm

Ref. No.	Address/Location	Name
LS-429	251 Fletcher Ave Approx. 0.18 acre mowing Approx. 387 linear feet of fence line	Fletcher-University- Storm
LS-431	425 Blackhawk Rd Approx. 0.01 acre mowing Approx. 82 linear feet of fence line	Blackhawk-Downing- Storm
LS-423	1306 Campbell Ave Approx. 0.18 acre mowing Approx. 355 linear feet of fence line	Hollywood-Campbell- Storm
LS-425	251 Cedar Bend St Approx. 0.20 acre mowing Approx. 306 linear feet of fence line	Cedar Bend- Storm

OPTION D:

The following WWTP and Lagoon area which consist of only the Dike Sloped areas. The acreages listed are approximate only and shall be verified by bidder. The following area at shall be mowed approximately **May 17, 2022 to August 23, 2022** for a maximum of 4 mowing's. The actual number of mowing's will be based on growing conditions and budget constraints determined by Waterloo Waste Management Services Department.

EQ DIKE AREA	3505 Easton Ave., Waterloo, IA Approx. 1.5 Acre
LAGOON SLOPE DIKE	2749 Independence Ave Approx. 2 Acre

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 Waste Management Services Department.

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. Waste Management Services 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 cutting shall be promptly remedied by the Contractor to the satisfaction of Waste Management Services with no

additional cost to Waste Management Services Department. Grass clippings shall not be blown onto road surfaces in accordance with applicable laws and City ordinances. In areas such as narrow medians, clippings shall be bagged or mulched straight down. Ultimately, clippings may not land on any road surfaces. Also after mowing property, it shall meet city codes and excess grass removed from the property and sidewalk. If for any reason Waste Management Services Department 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.

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. Vegetation growing over curb and sidewalk edges shall be trimmed. This shall include trimming around any additional plant materials that may be installed as new landscaping.

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 Waste Management Services 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 Waste Management Services Department with no additional cost to Waste Management Services 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 Waste Management Services Department with no additional cost to Waste Management Services 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

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.

Equipment listed on the Bid Form will be reviewed by Waste Management Services 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 4:00 P.M.

CITY OF WATERLOO, IOWA

WASTE MANAGEMENT SERVICES

BID FORM
for
2022 WWTP & LIFT STATIONS MOWING

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, Waterloo Waste Management, 3505 Easton Avenue, 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 2021 WWTP & LIFT STATIONS MOWING, in accordance with the contract documents and for the unit price in place for the following amount:

OPTION A: provide all specified mowing & trimming services for three mowing monthly or every ten day mowing & two (2) weed control spraying services per contract:

For Wastewater Treatment Plant at 3505 Easton Ave., Waterloo, IA

Price Per Occurrence Mowing:

_____dollars ($_____)

Price Per Occurrence Weed Control Spraying:

_____dollars ($_____)

OPTION B: provide all specified mowing & trimming services for bi-weekly lift stations mowing & one (1) weed control spraying service per contract:

LS-420	739 Black Hawk Rd	Black Hawk- Storm
LS-309	1220 Black Hawk Rd	Garden
LS-421	1528 Black Hawk Rd	Black Hawk- Holding Pond
LS-302	889 Belle St	Cedar Terrace
LS-314	1055 Virginia St	Virginia
LS-322	220 Douglas St	Douglas
LS-324	2534 W. Airline Ave	Con-Agra
LS-316	2212 W. Airline Ave	Airline
LS-312	220 Ansborough Ave	Cattle Congress- Sanitary
LS-325	2749 Independence Ave	Lagoon

Price Per Occurrence Mowing:

_____dollars ($_____)

Price Per Occurrence Weed Control Spraying:

_____dollars ($_____)

OPTION C: provide all specified mowing & trimming services for monthly lift stations mowing & one (1) weed control spraying service per contract:

LS-301	3931 Texas St	Hawkeye
LS-303	3500 E. Shaulis Rd	Triangle
LS-311	242 N. Hackett Rd	N. Hackett
LS-305	3750 Sergeant Rd	63 South
LS-427	100 Rainbow Dr	Cattle Congress- Storm
LS-318	450 W. Arlington St	David
LS-403	836 Logan Ave	Quincy- Storm
LS-404	1365 Logan Ave	WCF&N- Storm
LS-429	251 Fletcher Ave	Fletcher-University- Storm
LS-431	425 Blackhawk Rd	Blackhawk-Downing- Storm
LS-423	1306 Campbell Ave	Hollywood-Campbell- Storm
LS-425	251 Cedar Bend St	Cedar Bend- Storm

Price Per Occurrence Mowing:

_____dollars ($_____)

Price Per Occurrence Weed Control Spraying:

_____dollars ($_____)

OPTION D: provide all specified dike/slope mowing for WWTP EQ Basin Dike and Lagoon Dike Four (4) times/year:

LS-325 2749 Independence Ave **Lagoon Dike only**
Wastewater Treatment Plant at 3505 Easton Ave., Waterloo, IA **EQ DIKE ONLY**

Price Per Occurrence Mowing:
_____dollars ($_____)

YEARLY CONTRACT ESTIMATED AMOUNT:

OPTION A:
_____16_____ x $_____ = $_____
# of Mowings/year Mowing Price/Occurrence Total

_____2_____ x $_____ = $_____
# of Weed Sprayings/year Weed Spraying Price/Occurrence Total

OPTION B:
_____12_____ x $_____ = $_____
# of Mowings/year Mowing Price/Occurrence Total

_____1_____ x $_____ = $_____
# of Weed Sprayings/year Weed Spraying Price/Occurrence Total

OPTION C:
_____6_____ x $_____ = $_____
# of Mowings/year Mowing Price/Occurrence Total

_____1_____ x $_____ = $_____
# of Weed Sprayings/year Weed Spraying Price/Occurrence Total

OPTION D:
____4_____ x $_____=$_____
#of Mowings/year Mowing Price/Occurrence Total

Total Estimate Yearly Cost = $_____

Note: While yearly contract estimated amount is based upon the estimated number of times mowing and weed control sprayings, the actual payment will be based upon the actual number of occurrences of mowing and weed control spraying work was performed.

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

CITY OF WATERLOO

Council Communication

Resolution approving cancellation of assessment for property located at 51 Mulberry Street, in the amount of $284.76, and authorize the City Clerk to notify Black Hawk County Treasurer of said cancellation.

City Council Meeting: 3/21/2022
Prepared: 3/2/2022

ATTACHMENTS:

Description	Type
Request to cancel	Backup Material

SUBJECT:	Resolution approving cancellation of assessment for property located at 51 Mulberry Street, in the amount of $284.76, and authorize the City Clerk to notify Black Hawk County Treasurer of said cancellation.
Submitted by:	Submitted By: Kelley Felchle, City Clerk
Summary Statement:	Parcel No. 100035-513484 Delinquent Water - $131.80 Delinquent Sewer - $0.00 Delinquent Storm Water - $103.96 Delinquent Garbage - $49 Total - $284.76

From: CARLA MANAHL
To: Nancy Higby
Subject: Lien Assessment Cancelations
Date: Wednesday, February 23, 2022 11:14:27 AM

Nancy,

Can we cancel the lien assessment for:

100035-513484 – 51 Mulberry St. Water $131.80 Sewer $0.00 Storm Water: $103.96 Garbage: $49.00 Total Due: $284.76 Parcel Number: 891323428013

Carla Manahl,
Office Manager
Waterloo Water Works
325 Sycamore St.
P.O. Box 27
Waterloo, IA 50704-0027
319-232-6280 Ext. 3903

CITY OF WATERLOO

Council Communication

Resolution approving cancellation of a sidewalk assessment for 78 Gable Street in the amount of $859.98; and parcel number 891313354004 in the 600 block of Ankeny in the amount of $2,658.75, and authorize the City Clerk to notify Black Hawk County Treasurer of said cancellation.

City Council Meeting: 3/21/2022
Prepared: 3/9/2022

SUBJECT:	Resolution approving cancellation of a sidewalk assessment for 78 Gable Street in the amount of $859.98; and parcel number 891313354004 in the 600 block of Ankeny in the amount of $2,658.75, and authorize the City Clerk to notify Black Hawk County Treasurer of said cancellation.
Submitted by:	Submitted By: Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

Resolution approving an application to the Black Hawk County Metropolitan Planning Organization Transportation Alternatives Program funding, including a twenty percent match estimated at $666,541.80, in conjunction with the Sergeant Road Trail Bridge Replacements.

City Council Meeting: 3/21/2022
Prepared: 3/9/2022

ATTACHMENTS:

Description	Type
application	Backup Material

SUBJECT:	Resolution approving an application to the Black Hawk County Metropolitan Planning Organization Transportation Alternatives Program funding, including a twenty percent match estimated at $666,541.80, in conjunction with the Sergeant Road Trail Bridge Replacements.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve Resolution
Summary Statement:	The Black Hawk County Metropolitan Planning Organization oversees and allocates federal funding through the Transportation Alternatives Program (TAP), and annually accept applications to program the funding for qualifying projects. This project would include the replacement of six wood tie railroad bridges with adequate culverts at each location, with new concrete trail over the culverts, located along the Sergeant Road Trail spanning from South Shaulis Road to North of W. 3rd Street. As part of the resolution approving submittal of the grant application, the City must commit to maintain the improvement for a minimum of 20 years.
Neighborhood Impact:	The project will improve the neighborhood be ensuring the trail will be able to remain open. It has been closed due to other bridge failures in the past.
Data/Analysis and Strategies:	Transportation Alternatives
Expenditure Required/Source of Funds:	$666,541.80. The funding source is typically a 80% grant 20% match, but the total amount of match required will be dependent on funds available through the program. This cost does not include preliminary design or construction engineering costs, which would be funded by City G.O. bonds.
Alternative:	Not approve.

IOWA DOT

Form 240004 (06-19)

APPLICATION FORM FOR IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDS

General Information

Regional Planning Affiliation (RPA)/
Metropolitan Planning Organization (MPO): Black Hawk County MPO

Eligible Sponsor/
Applicant Agency: City of Waterloo

Contact Person
(Name and Title): Matt Schindel, Associate Engineer

Street Address and/
or P.O. Box Number: 715 Mulberry St

City: Waterloo State: IA ZIP Code: 50701

Phone Number: 319-291-4312 E-mail: matt.schindel@waterloo-ia.org DUNS No.:

If more than one Agency or Organization is involved in this project, please state the name, contact person, mailing address, and telephone number of the second Agency. *(Attach an additional page if more than two agencies are involved.)*

Applicant Agency:

Contact Person
(Name and Title):

Street Address and/
or P.O. Box number:

City: State: ZIP Code:

Phone Number: E-mail: DUNS No.:

Project Information

Project Title: Sergeant Rd Trail Bridge Replacements

Project Description (Provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a larger project.)

The project includes the replacement of six wood tie railroad bridges with adequate culverts at each location. The project will also include new concrete trail over the culverts. Each location is on the Sergeant Rd Trail spanning from South of Shaulis Rd to North of W. 3rd St.

If this project includes construction of a trail, what is the length of the trail in miles?: 0.1

If this project includes land acquisition, how many acres?: 0

☐ **Safe Routes to School (SRTS)** project (All information required by Attachment B must be included with this application.)

If a construction project, is this project located within 2 miles of a primary or middle school (grades K-8)?: ☐ Yes ☐ No

☐ **Iowa Byways** project

Is this project located within a designated scenic or historic byway corridor?: ☐ Yes ☒ No

If yes, has the project been endorsed by the appropriate byway board?: ☐ Yes ☐ No

Will this project be open to the public?: ☒ Yes ☐ No

Do you intend to charge a fee to users?: ☐ Yes ☒ No If yes, how much will the fee be and how will the revenue be used?

Estimated Project Costs

Provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a larger project.

Right of way acquisition cost	$0.00
Preliminary design/engineering cost	$0.00
Utility relocation cost	$0.00
Construction engineering cost	$0.00
Construction cost	$666,541.80
Indirect cost (if applicable)	
Noninfrastructure cost (SRTS only)	
Other (please specify)	
Total cost	$666,541.80
Iowa's TAP program funding request	$533,233.44
Applicant match (20 percent minimum)	$133,308.36

	Applicant match source	Amount	Assured or anticipated (date anticipated)
1.	G.O. Bonds	$133,308.36	Anticipated (FY2023)
2.			
3.			

Are any state funds involved in this project? ☐ Yes ■ No

If yes, please explain the source and conditions.

Are any other federal funds involved in this project? ☐ Yes ■ No

If yes, please explain the source and conditions. (Please note here if you have previously been awarded funding for this project from the Statewide TAP program or from a Local Project TAP program administered by an MPO or RPA.)

Estimated Project Development Schedule

Design	Start date	n/a	Completion date	n/a
Land acquisition	Start date	n/a	Completion date	n/a
Construction	Start date	Mar 1, 2024	Completion date	Sep 1, 2024
Noninfrastructure	Start date	n/a	Completion date	n/a

Has any part of this project been started? ☐ Yes ■ No

If yes, please explain.

Documentation and Narrative Information

The following documents and narratives must be submitted with this application. In the upper right corner of each document or narrative write the corresponding letter shown below.

☒ A. A **NARRATIVE** discussion of the project. Please **limit to five pages** in length. Your narrative should incorporate answers to the following questions.

1. What is the project? Provide a clear description of the concept of the proposed project, including such information as existing site conditions, trail length, number/acreage of parcels to be acquired, general construction activities planned, etc. For a nonconstruction project, provide a summary of the planned activities to be part of the project with a description of each. Remember to provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a project.
2. Why is the project needed? Provide adequate project justification based on existing or estimated future use of the facility. If the project is a SRTS project, your discussion should address the existing hazards to walking or biking to school and how your project will mitigate these hazards.
3. If your project is a trail or sidewalk project, how will it enhance connectivity to other existing transportation facilities or provide linkages with local amenities, activity nodes, or points of interest? This may include a description of how the project will assist older citizens, the economically disadvantaged, persons with disabilities, nondrivers, or other special populations or groups to access the transportation system.
4. How does your project relate to the transportation system and what is its functional relationship, proximity, or impact to an existing or planned transportation facility? If this is a regional project, what is its value to your region and how will it be a functional addition to the transportation system and region as a whole if no additional development funds are received? If this is a statewide or multiregional project, assess the value of this project from a statewide or multiregional perspective.
5. If this project is part of a larger multiphase project, how will your project complement the phases already completed or planned for the future? Keep in mind that the discussion of other completed or future phases of your project should not be the focus of your application or this narrative.
6. How ready is your project to begin? For example, is all funding in place or are some initial steps completed (e.g., environmental studies, preliminary design)? If some parts of the project have already been started, describe how that head start will allow your project to move quickly once awarded.
7. Are there environmentally sensitive or culturally significant areas that may be affected by your project? If so, how might those areas influence your project's ability to gain compliance with Section 106 or National Environmental Policy Act of 1969 requirements?
8. To what degree will the proposed project fulfill the goals and/or priorities of the most recent MPO or RPA long-range transportation plan?

☒ B. A **DETAILED MAP** identifying the location of the project. The project scope should be clear and the map may also include other important information referred to in the narrative such as important transportation linkages, clearly marked completed or future project phases, etc. If the project is a SRTS project, the map shall indicate the K-8 school(s) to be served by the project, show a 2-mile radius of the school, identify neighborhoods served by the school, and hazards for children to walk or bike to school. More than one map may be submitted if the scope of the project is such that the desired detail is not feasible to be included on just one map. **Limit map sizes to no larger than 8.5-by-11-inches**.

☒ C. A **SKETCH PLAN** of the project, including cross section for bicycle or pedestrian facilities. If the cross section of your facility varies across the project (width, number of lanes, etc.) include a cross section for each situation and identify its location. (Required for construction projects only.)

☒ D. **DIGITAL PHOTOGRAPHS** (**limit to five**) that will help to explain the existing site conditions of the proposed facility. It is not necessary to include photographs of all aspects or the entire route of a project. Photos submitted should be representative of the project as a whole or should support any particularly compelling or complex description included in the narrative provided in item A above.

☒ E. An **ITEMIZED BREAKDOWN** of the total project costs. This documentation does not need to be a detailed, line-item type estimate or formal engineer's opinion of probable cost. However, it must accomplish two objectives: 1) it must show the method by which the cost estimate was prepared; and 2) it must enable a reviewer to determine if the cost estimate is reasonable. The manner in which these objectives are achieved may vary widely depending on the type, scope, and complexity of the project. Absent a fully itemized list of costs, some general guidelines for possible methods of estimating each type of project cost are provided on Attachment A. The itemized breakdown should reflect costs in the planned project execution year estimated in your time schedule provided as part of item F below. It is preferable that this breakdown be provided by a licensed professional. If not, it is the responsibility of the applicant to explain the rationale and source of the assumptions used to develop the cost breakdown to allow a reviewer to have confidence in their accuracy.

☒ F. An estimated **TIME SCHEDULE** for the total project development. Local Project TAP program funded projects will be required to be programmed within the next four-year Transportation Improvement Program (TIP) window. Once programmed, a project funding agreement will be executed and projects will be required to submit a concept statement and initiate preliminary plans within the programmed year. Projects will be required to be let within two years of funds being available (programmed) to the project. Upon award and execution of a project funding agreement, projects that fail to make satisfactory progress may be terminated by the Iowa Department of Transportation.

☐ G. An **OFFICIAL ENDORSEMENT** of the project from the authority to be responsible for the project's maintenance and operation. The authority must provide written assurance it will adequately maintain the completed project for its intended public use following project completion. For most construction projects, this will be a minimum of 20 years. The endorsement must also acknowledge the intent of the authority to provide the match funds required for the project. For cities, counties, or other political subdivisions, this should be in the form of a fully executed resolution by the elected body or board, as applicable.

☐ H. If applicable, a **LETTER OF SUPPORT** of the project from the scenic or heritage byway board. The board's letter should also address the project's relationship to the byway's intrinsic qualities, how the project will also have a statewide or multiregional impact, and whether the project is included in the byway's current corridor management plan.

☐ I. If applicable, the **ITEMS LISTED IN ATTACHMENT B** shall be provided. If this project application is for a SRTS project, the applicant will complete and address the items provided in Attachment B, which are required only if the project is applying as a SRTS project. Failure to provide this information may result in the project not being considered as a SRTS project under the Statewide TAP program.

☐ J. A **NARRATIVE** discussing the public input process that was followed and the extent to which adjacent property owners and others have been informed of the proposed project and an assessment of their acceptance. As part of this narrative, also describe local and regional planning efforts related to the project, including whether it is listed in a long-range plan. Also include discussion of any partnerships among local organizations and stakeholders that this project may help to facilitate or how these entities or individuals have contributed to the development of the project concept or have committed financial or other support to the project.

☐ K. A **LETTER OF SUPPORT** from the Iowa DOT's district if the project will include construction within Iowa DOT right of way.

☒ L. A completed **MINORITY IMPACT STATEMENT.**

The award of Iowa's TAP program funds; any subsequent funding or letting of contracts for design, construction, reconstruction, improvement, or maintenance; or the furnishing of materials shall not involve direct or indirect interest, prohibited by Iowa Code 314.2, 362.5, or 331.342, of any state, county, or city official, elective or appointive. Any award of funding or any letting of a contract in violation of the foregoing provisions shall invalidate the award of funding and authorize a complete recovery of any funds previously disbursed.

Certification

To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating local authority. I understand that the attached **official endorsement(s)** binds the participating authority to assume responsibility for adequate maintenance of any new or improved facilities.

I understand that, although this information is sufficient to secure a commitment of funds, an executed contract between the applicant and the Iowa DOT is required prior to the authorization of funds.

Representing the City of Waterloo

	Matt Schindel, Associate Engineer
Signature	Typed Name and Title

Attachment A

NARRATIVE

1. **What is the project?**
   The project would replace aged and failing drainage structures at six locations along the Sergeant Road Trail

2. **Why is the project needed?**
   The Sergeant Road Trail was constructed in the 1990s by reusing the abandoned Chicago and Northwestern Railroad and incorporating both the existing rail bed and drainage structures. The majority of the drainage structures are small wooden bridges that were likely constructed before World War II. The City of Waterloo replaced one structure in 2017 due to failure and has been monitoring the remaining structures since. Waterloo was an overnight stop for the 2020 edition of RAGBRAI, and had two wooden bridges fail a week prior to the event. These failures required the trail to be closed and a lengthy detour enacted until replacements could be constructed. These failures reinforced the urgent need for the remaining structures to be replaced.

3. **If your project is a trail or sidewalk project, how will it enhance connectivity to other existing transportation facilities or provide linkages with local amenities, activity nodes, or points of interest?**
   This project would replace six drainage structures along the existing Sergeant Road Trail and allow the system to avoid future closures and detours.

4. **How does your project relate to the transportation system and what is its functional relationship, proximity, or impact to an existing or planned transportation?**
   This project will enhance an existing recreational transportation segment by upgrading failing structures, which will prevent future closures and detours, reduce trail maintenance needs, and provide better access for maintenance and public safety vehicles.

5. **If this project is part of a larger multiphase project, how will your project complement the phases already completed or planned for the future?**
   This project would be completed under one contract but with stages. Staging would allow the trail to continue to be used and reduce the length of detours. Ultimately, this project would then reduce the need for future trail closures or detours for many years.

6. **How ready is your project to begin?**
   The City of Waterloo has some funding available to allow the project to be designed in the fall of 2022 to allow the project to be constructed in 2023. Additional City funding would be secured in spring 2023.

7. **Are there environmentally sensitive or culturally significant areas that may be affected by your project?**
   A preliminary review of wetlands, T & E species, and cultural resources has been completed for the corridor. No wetlands or cultural significant area have been identified in the proposed construction locations. Construction would be contained within a previously constructed railroad corridor.

8. **To what degree will the proposed project fulfill the goals and/or priorities of the most recent MPO or RPA long-range transportation map?**
   The Sergeant Road Trail is a key component of the overall Cedar Valley Recreation Trail system. The proposed project would replace failing drainage structures and allow the system to be used for additional years without need for trail closures or detours due to failed drainage structures.

ATTACHMENT B, C, D

PLANS FOR

CITY OF WATERLOO, IA

SERGEANT RD TRAIL BRIDGE REPLACEMENTS
CONTRACT NO. 0000

LETTING DATE
TBD

CITY OF **WATERLOO, IA**
SERGEANT RD TRAIL BRIDGE
REPLACEMENTS CONTRACT NO. 0000

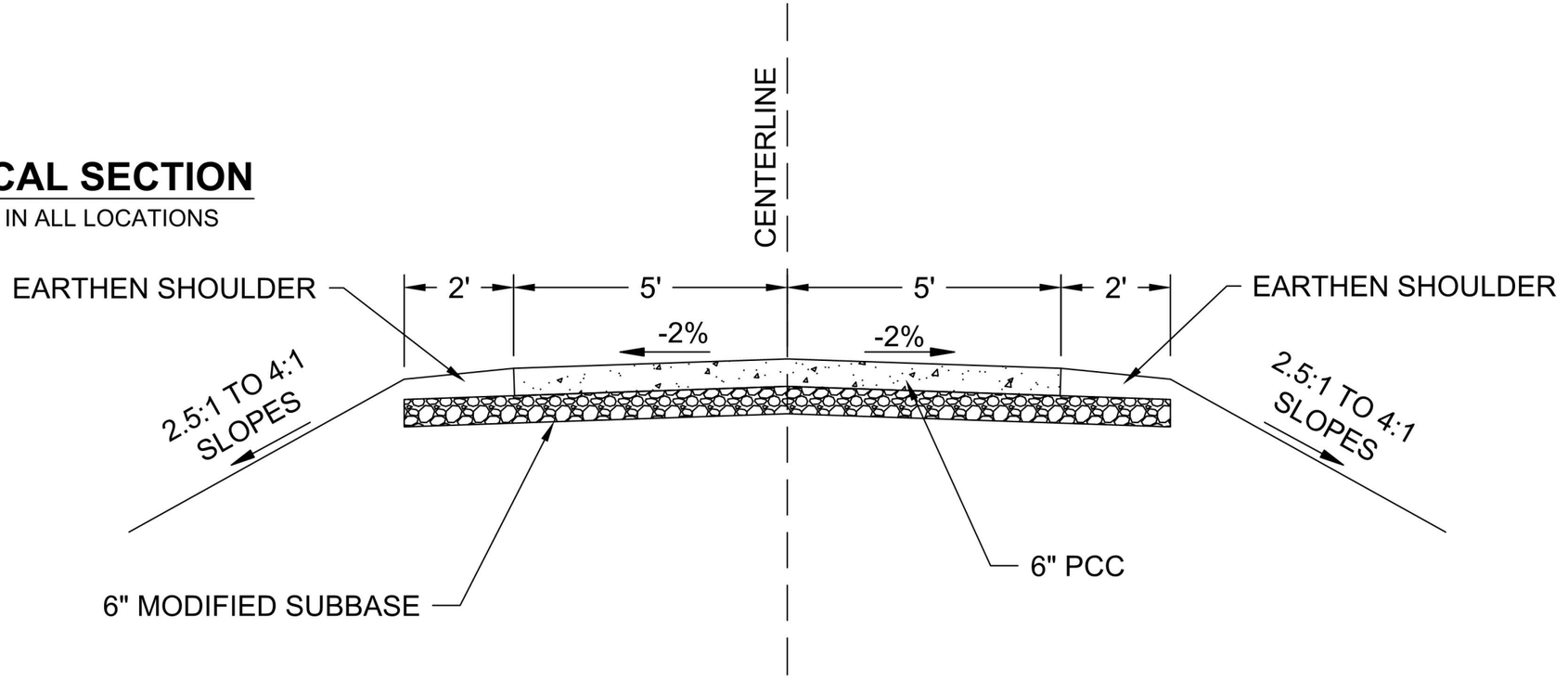
SHEET LIST TABLE	
SHEET NO.	SHEET DESCRIPTION
1	TITLE SHEET
2	QUANTITIES AND TYPICAL SECTION
3	OVERALL VICINITY MAP
4	LOCATION 1
5	LOCATION 2
6	LOCATION 3
7	LOCATION 4
8	LOCATION 5
9	LOCATION 6

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE IOWA SUDAS STANDARD SPECIFICATIONS EXCEPT WHERE NOTED IN THE SUDAS SUPPLEMENTAL SPECIFICATION, SPECIAL PROVISIONS, AND OR ESTIMATE REFERENCE NOTES.

SERGEANT RD TRAIL BRIDGE REPLACEMENTS									
ITEM NO.	ITEM DESCRIPTION	UNIT	LOCATION 1	LOCATION 2	LOCATION 3	LOCATION 4	LOCATION 5	LOCATION 6	TOTAL QUANTITY
1	TRAIL REMOVAL	SY	24.00	71.00	80.00	70.00	75.00	85.00	405.00
2	TIMBER BRIDGE STRUCTURE REMOVAL	EA		1.00	1.00	1.00	1.00	1.00	5.00
3	STORM SEWER REMOVAL, LESS THAN 36"	LF	40.00						40.00
4	EXCAVATION CLASS 10, BORROW	CY	10.00	90.00	95.00	93.00	95.00	120.00	503.00
5	TOPSOIL, OFFSITE, 4"	SY	54.00	175.00	190.00	182.00	190.00	300.00	1091.00
6	MODIFIED SUBBASE, 6 "	SY	33.00	93.00	100.00	93.00	95.00	110.00	524.00
7	RECREATIONAL TRAIL, PCC, 6"	SY	24.00	71.00	80.00	70.00	75.00	85.00	405.00
8	STORM SEWER, RCP, 48"	LF	40.00	120.00		80.00	120.00		360.00
9	R.C.P. APRON, GUARD, & FOOTING, 48"	EA	2.00	6.00		4.00	6.00		18.00
10	8' X 4' PRECAST BOX CULVERT	LF						30.00	30.00
11	8' X 4' WING WALLS AND FLOOR	EA						2.00	2.00
12	TWIN 6'X6' PRECAST BOX CULVERT	LF			30.00				30.00
13	12' X 6' WING WALLS AND FLOOR	EA			2.00				2.00
14	EROSION STONE, 6"	TN	214.00	60.00	160.00	60.00	145.00	210.00	849.00
15	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING -TYPE 2 - B.F.M.	SY	54.00	175.00	190.00	182.00	190.00	300.00	1091.00
16	CLEARING AND GRUBBING (INCLUDING TREE REMOVAL)	LS	0.16	0.17	0.17	0.17	0.16	0.17	1.00
17	TRAFFIC CONTROL	LS	0.16	0.17	0.17	0.17	0.16	0.17	1.00
18	MOBILIZATION	LS	0.16	0.17	0.17	0.17	0.16	0.17	1.00

TYPICAL SECTION

USED IN ALL LOCATIONS



QUANTITIES AND TYPICAL SECTION

SERGEANT RD TRAIL BRIDGE REPLACEMENTS CONTRACT #0000

CITY OF WATERLOO, IOWA
ENGINEERING DEPARTMENT
715 MULBERRY STREET
WATERLOO, IOWA 50703
(319) 291-4312 PHONE
(319) 291-4262 FAX

DATE: 3/3/2022

SHEET 2

L:\SIDEWALK\63 Trail T.A.P. Application\TRAIL LOCATIONS.dwg 3/3/2022 11:41 AM



OVERALL VICINITY MAP

SERGEANT RD TRAIL BRIDGE
REPLACEMENTS
CONTRACT #0000

CITY OF WATERLOO, IOWA
ENGINEERING DEPARTMENT
715 MULBERRY STREET
WATERLOO, IOWA 50703
(319) 291-4312 PHONE
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DATE: 3/3/2022

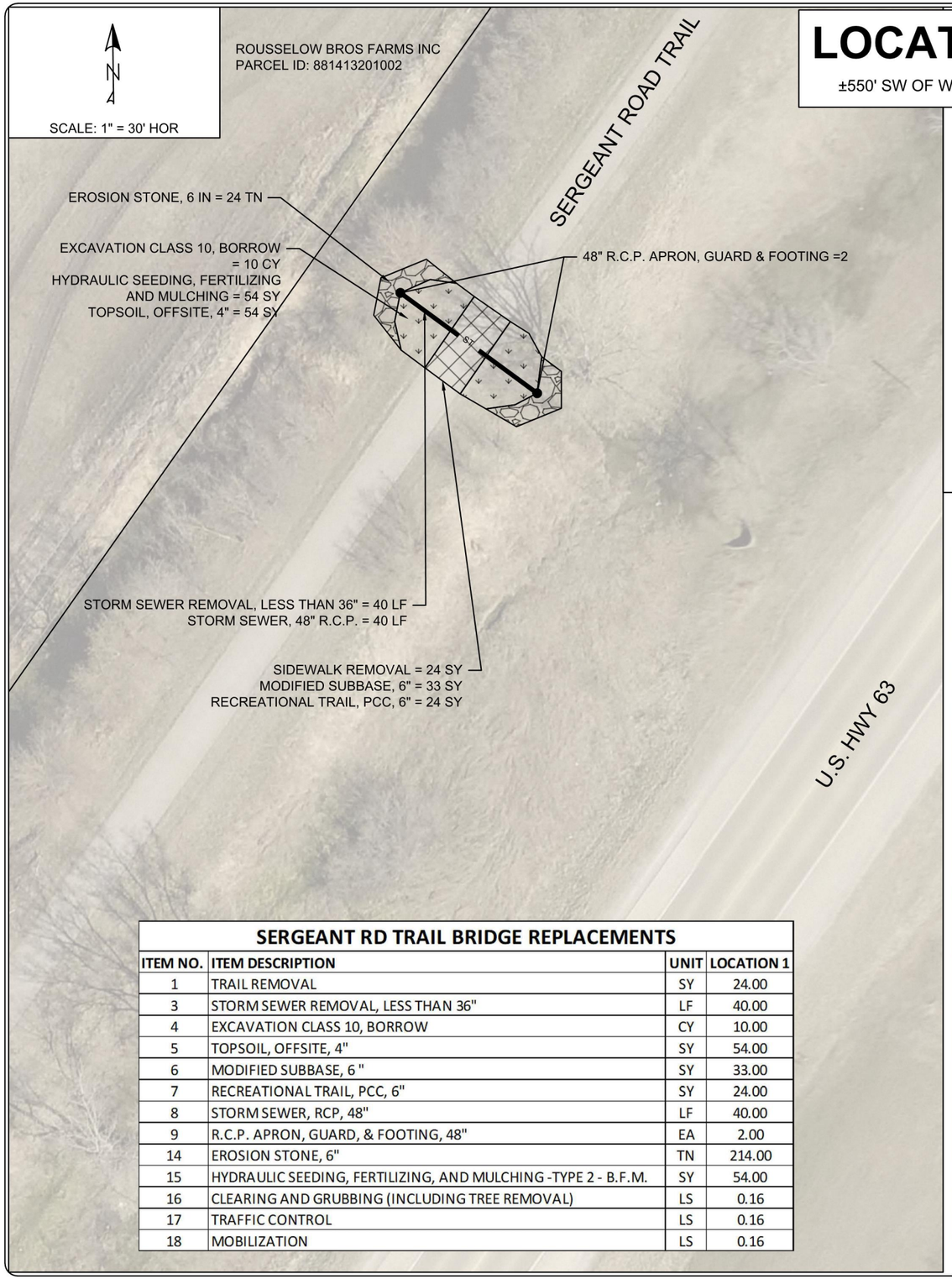
SHEET
3

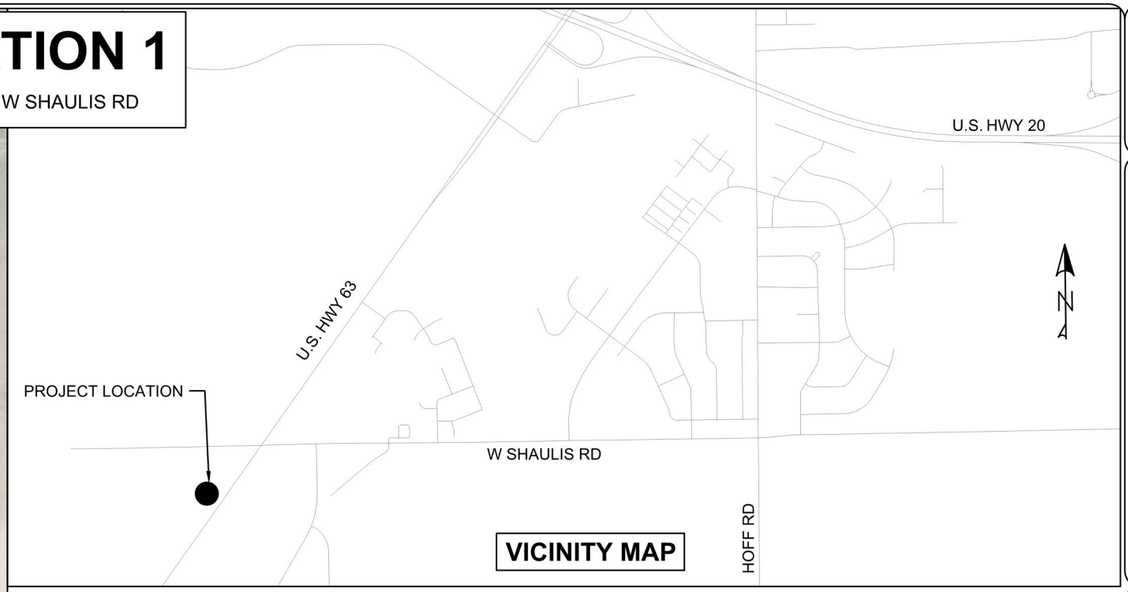
L:\SIDEWALK\63 Trail T.A.P. Application\TRAIL LOCATIONS.dwg 3/3/2022 11:41 AM

LOCATION 1

±550' SW OF W SHAULIS RD

SCALE: 1" = 30' HOR







SERGEANT RD TRAIL BRIDGE REPLACEMENTS

ITEM NO.	ITEM DESCRIPTION	UNIT	LOCATION 1
1	TRAIL REMOVAL	SY	24.00
3	STORM SEWER REMOVAL, LESS THAN 36"	LF	40.00
4	EXCAVATION CLASS 10, BORROW	CY	10.00
5	TOPSOIL, OFFSITE, 4"	SY	54.00
6	MODIFIED SUBBASE, 6 "	SY	33.00
7	RECREATIONAL TRAIL, PCC, 6"	SY	24.00
8	STORM SEWER, RCP, 48"	LF	40.00
9	R.C.P. APRON, GUARD, & FOOTING, 48"	EA	2.00
14	EROSION STONE, 6"	TN	214.00
15	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING -TYPE 2 - B.F.M.	SY	54.00
16	CLEARING AND GRUBBING (INCLUDING TREE REMOVAL)	LS	0.16
17	TRAFFIC CONTROL	LS	0.16
18	MOBILIZATION	LS	0.16

SERGEANT RD TRAIL
LOCATION 1

SERGEANT RD TRAIL BRIDGE REPLACEMENTS
CONTRACT #0000

CITY OF WATERLOO, IOWA
ENGINEERING DEPARTMENT
715 MULBERRY STREET
WATERLOO, IOWA 50703
(319) 291-4312 PHONE
(319) 291-4262 FAX

DATE: 3/3/2022

SHEET
4

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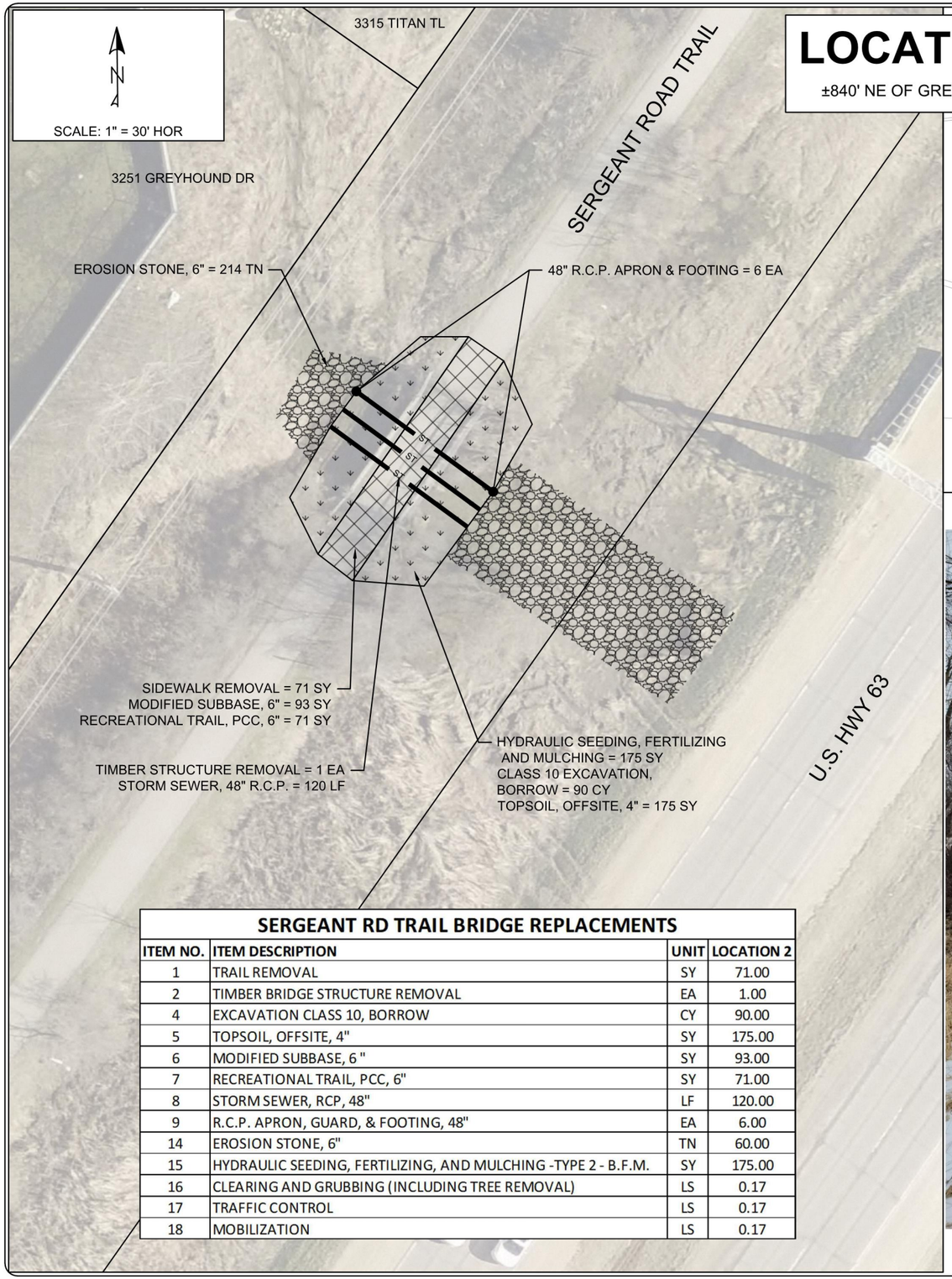
LOCATION 2

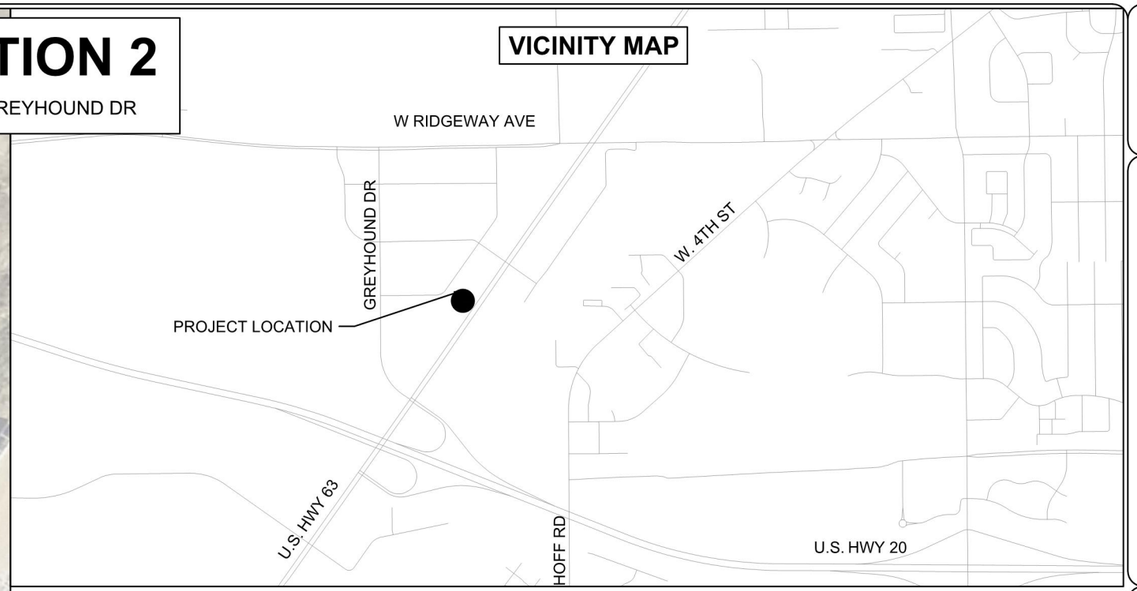
±840' NE OF GREYHOUND DR



SERGEANT RD TRAIL BRIDGE REPLACEMENTS

ITEM NO.	ITEM DESCRIPTION	UNIT	LOCATION 2
1	TRAIL REMOVAL	SY	71.00
2	TIMBER BRIDGE STRUCTURE REMOVAL	EA	1.00
4	EXCAVATION CLASS 10, BORROW	CY	90.00
5	TOPSOIL, OFFSITE, 4"	SY	175.00
6	MODIFIED SUBBASE, 6 "	SY	93.00
7	RECREATIONAL TRAIL, PCC, 6"	SY	71.00
8	STORM SEWER, RCP, 48"	LF	120.00
9	R.C.P. APRON, GUARD, & FOOTING, 48"	EA	6.00
14	EROSION STONE, 6"	TN	60.00
15	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING -TYPE 2 - B.F.M.	SY	175.00
16	CLEARING AND GRUBBING (INCLUDING TREE REMOVAL)	LS	0.17
17	TRAFFIC CONTROL	LS	0.17
18	MOBILIZATION	LS	0.17

VICINITY MAP





CITY OF WATERLOO, IOWA

SERGEANT RD TRAIL
LOCATION 2

SERGEANT RD TRAIL BRIDGE REPLACEMENTS
CONTRACT #0000

CITY OF WATERLOO, IOWA
ENGINEERING DEPARTMENT
715 MULBERRY STREET
WATERLOO, IOWA 50703
(319) 291-4312 PHONE
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DATE: 3/3/2022

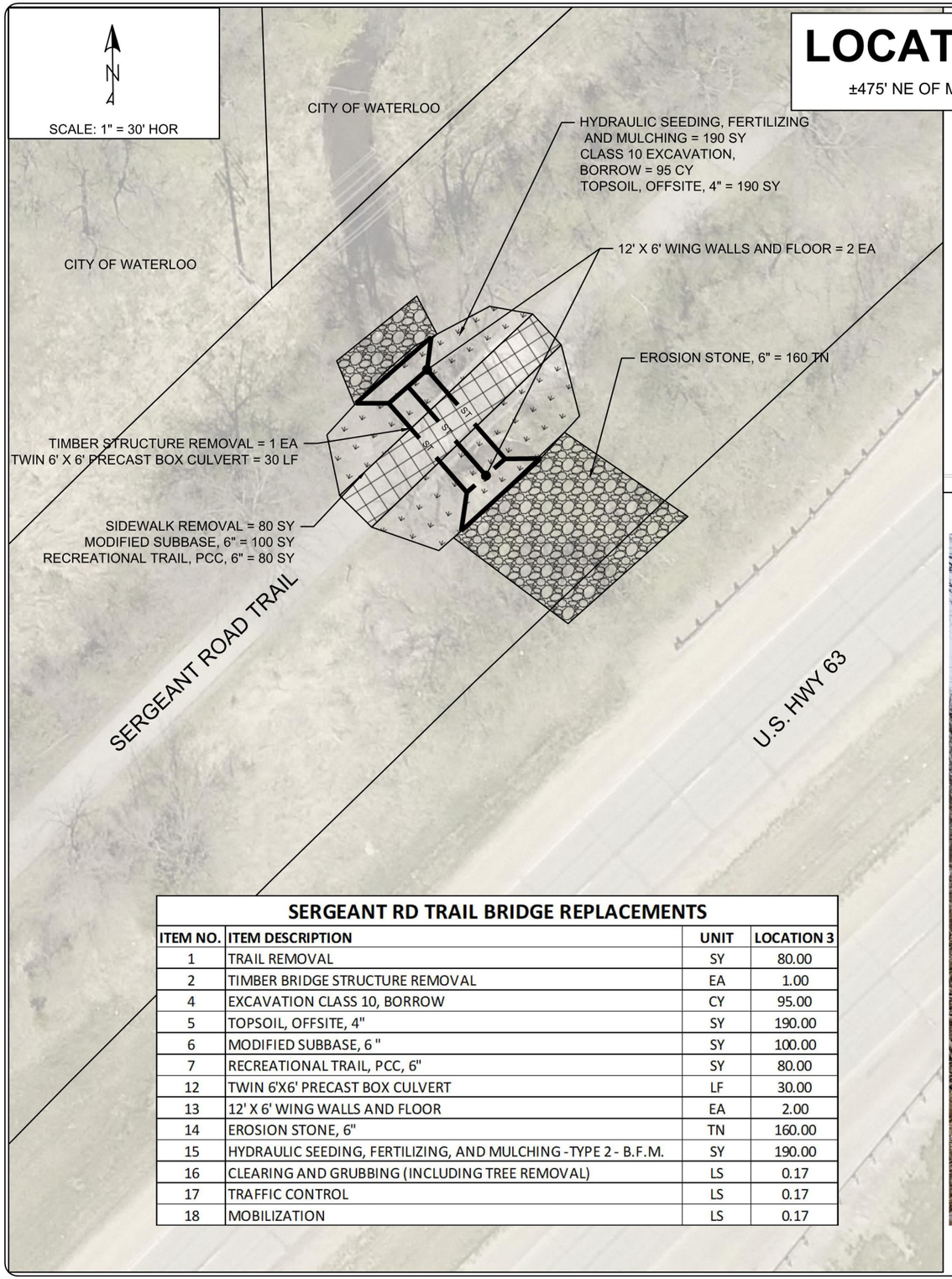
SHEET
5

L:\SIDEWALK\63 Trail T.A.P. Application\TRAIL LOCATIONS.dwg 3/3/2022 11:41 AM

LOCATION 3

±475' NE OF MARTIN RD

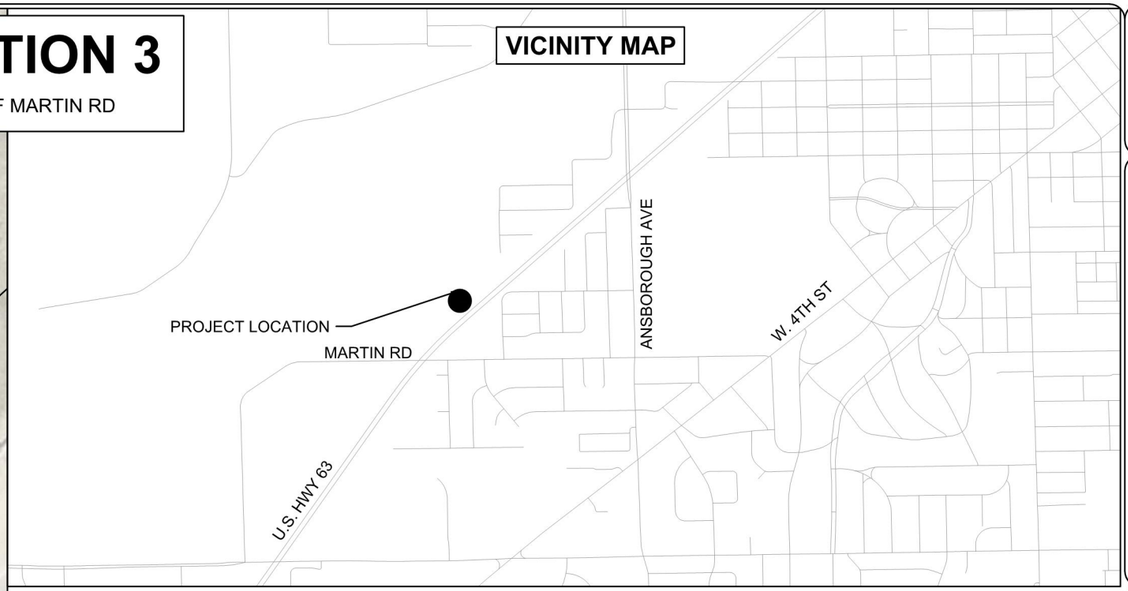
SCALE: 1" = 30' HOR



SERGEANT RD TRAIL BRIDGE REPLACEMENTS

ITEM NO.	ITEM DESCRIPTION	UNIT	LOCATION 3
1	TRAIL REMOVAL	SY	80.00
2	TIMBER BRIDGE STRUCTURE REMOVAL	EA	1.00
4	EXCAVATION CLASS 10, BORROW	CY	95.00
5	TOPSOIL, OFFSITE, 4"	SY	190.00
6	MODIFIED SUBBASE, 6 "	SY	100.00
7	RECREATIONAL TRAIL, PCC, 6"	SY	80.00
12	TWIN 6'X6' PRECAST BOX CULVERT	LF	30.00
13	12' X 6' WING WALLS AND FLOOR	EA	2.00
14	EROSION STONE, 6"	TN	160.00
15	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING -TYPE 2 - B.F.M.	SY	190.00
16	CLEARING AND GRUBBING (INCLUDING TREE REMOVAL)	LS	0.17
17	TRAFFIC CONTROL	LS	0.17
18	MOBILIZATION	LS	0.17

VICINITY MAP





SERGEANT RD TRAIL
LOCATION 3

SERGEANT RD TRAIL BRIDGE REPLACEMENTS
CONTRACT #0000

CITY OF WATERLOO, IOWA
ENGINEERING DEPARTMENT
715 MULBERRY STREET
WATERLOO, IOWA 50703
(319) 291-4312 PHONE
(319) 291-4262 FAX

DATE: 3/3/2022

SHEET 6

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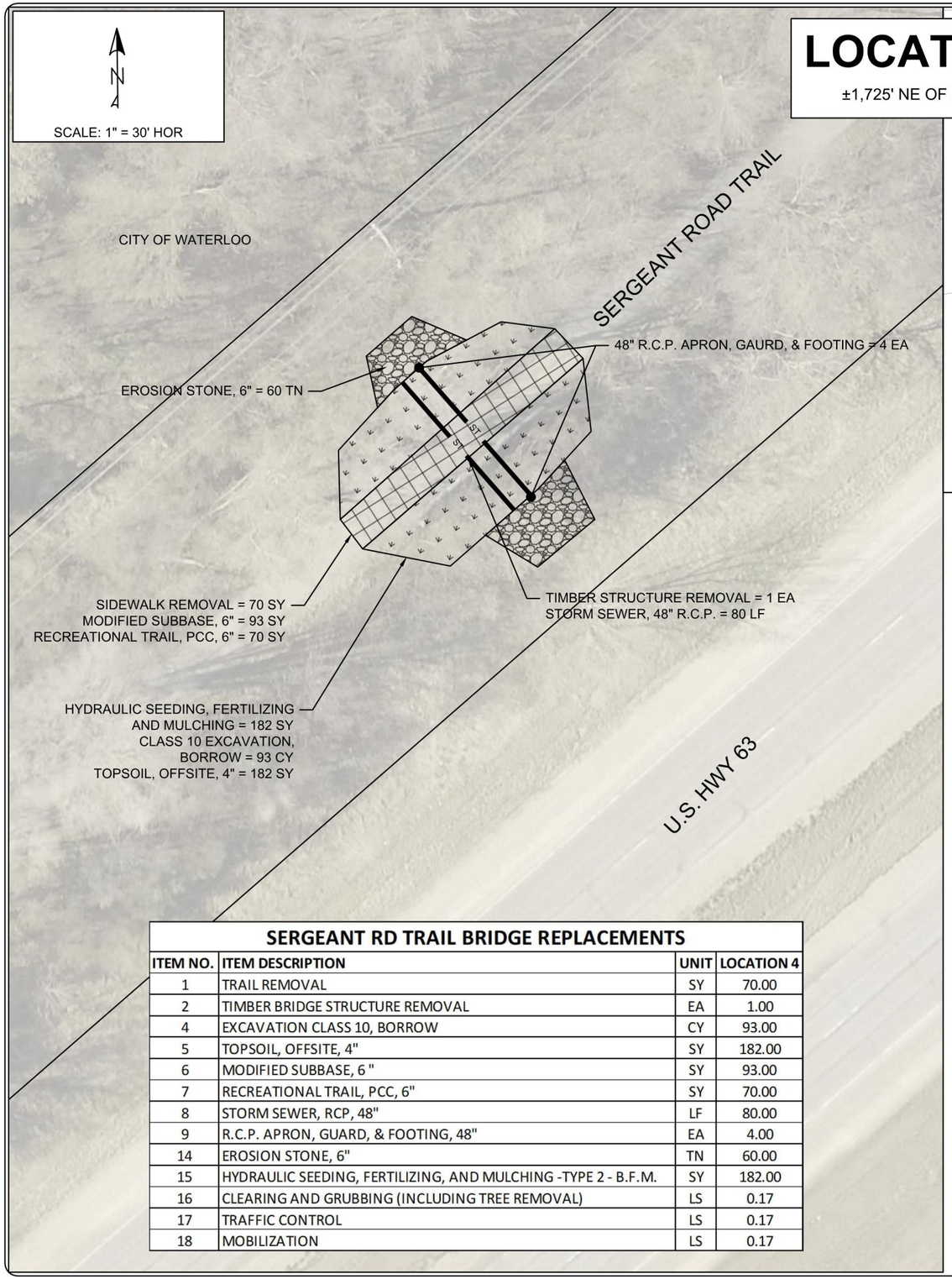
LOCATION 4

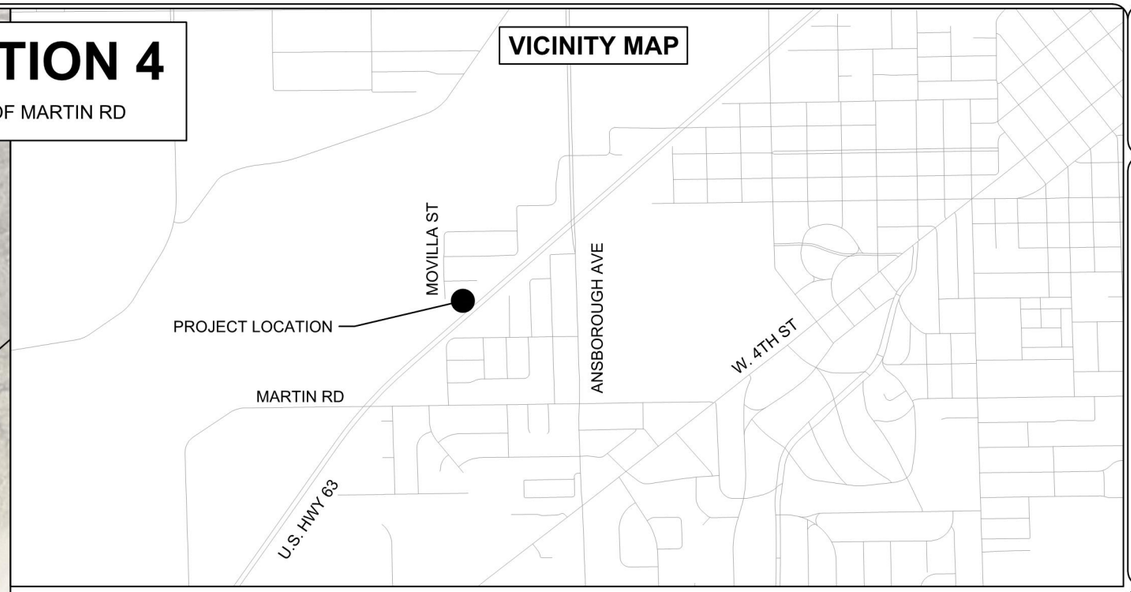
±1,725' NE OF MARTIN RD

SCALE: 1" = 30' HOR



SERGEANT RD TRAIL BRIDGE REPLACEMENTS			
ITEM NO.	ITEM DESCRIPTION	UNIT	LOCATION 4
1	TRAIL REMOVAL	SY	70.00
2	TIMBER BRIDGE STRUCTURE REMOVAL	EA	1.00
4	EXCAVATION CLASS 10, BORROW	CY	93.00
5	TOPSOIL, OFFSITE, 4"	SY	182.00
6	MODIFIED SUBBASE, 6 "	SY	93.00
7	RECREATIONAL TRAIL, PCC, 6"	SY	70.00
8	STORM SEWER, RCP, 48"	LF	80.00
9	R.C.P. APRON, GUARD, & FOOTING, 48"	EA	4.00
14	EROSION STONE, 6"	TN	60.00
15	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING -TYPE 2 - B.F.M.	SY	182.00
16	CLEARING AND GRUBBING (INCLUDING TREE REMOVAL)	LS	0.17
17	TRAFFIC CONTROL	LS	0.17
18	MOBILIZATION	LS	0.17

VICINITY MAP





SERGEANT RD TRAIL
LOCATION 4

SERGEANT RD TRAIL BRIDGE REPLACEMENTS
CONTRACT #0000

CITY OF WATERLOO, IOWA
ENGINEERING DEPARTMENT
715 MULBERRY STREET
WATERLOO, IOWA 50703
(319) 291-4312 PHONE
(319) 291-4262 FAX

DATE: 3/3/2022

SHEET
7

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LOCATION 5

±475' SW OF W 3RD ST

SCALE: 1" = 30' HOR

2539 W 3RD ST

TIMBER STRUCTURE REMOVAL = 1 EA
STORM SEWER, 48" RCP = 120 LF

SIDEWALK REMOVAL = 75 SY
MODIFIED SUBBASE, 6" = 95 SY
RECREATIONAL TRAIL, PCC, 6" = 75 SY

48" R.C.P. APRON, GAURD, & FOOTING = 6 EA

HYDRAULIC SEEDING, FERTILIZING
AND MULCHING = 190 SY
CLASS 10 EXCAVATION,
BORROW = 95 CY
TOPSOIL, OFFSITE, 4" = 190 SY

SERGEANT ROAD TRAIL

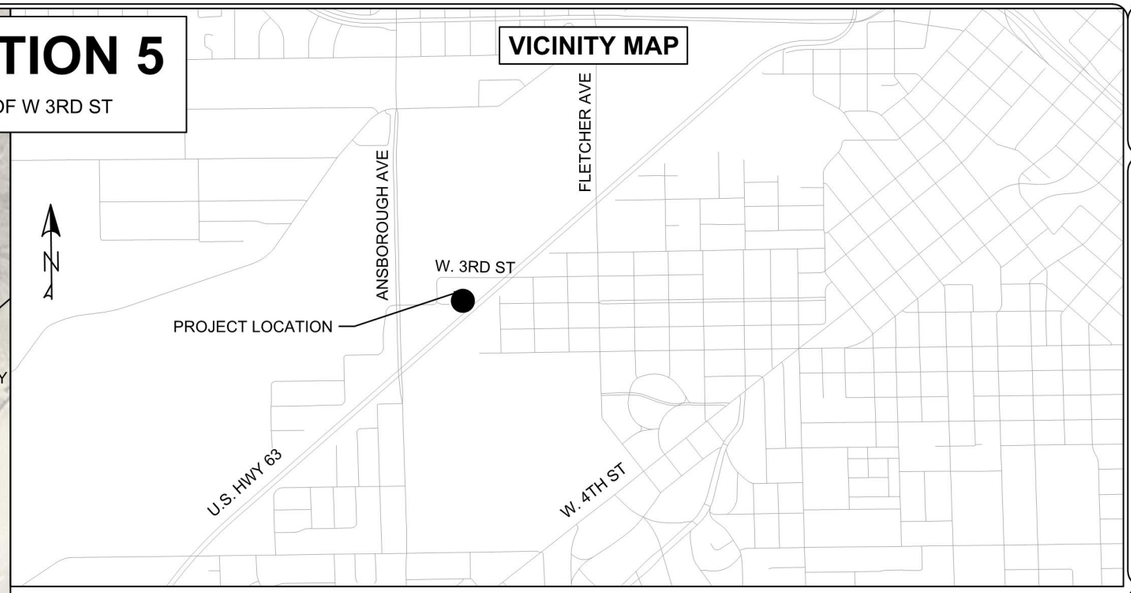
EROSION STONE, 6" = 145 TN

U.S. HWY 63

SERGEANT RD TRAIL BRIDGE REPLACEMENTS

ITEM NO.	ITEM DESCRIPTION	UNIT	LOCATION 5
1	TRAIL REMOVAL	SY	75.00
2	TIMBER BRIDGE STRUCTURE REMOVAL	EA	1.00
4	EXCAVATION CLASS 10, BORROW	CY	95.00
5	TOPSOIL, OFFSITE, 4"	SY	190.00
6	MODIFIED SUBBASE, 6 "	SY	95.00
7	RECREATIONAL TRAIL, PCC, 6"	SY	75.00
8	STORM SEWER, RCP, 48"	LF	120.00
9	R.C.P. APRON, GUARD, & FOOTING, 48"	EA	6.00
14	EROSION STONE, 6"	TN	145.00
15	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING -TYPE 2 - B.F.M.	SY	190.00
16	CLEARING AND GRUBBING (INCLUDING TREE REMOVAL)	LS	0.16
17	TRAFFIC CONTROL	LS	0.16
18	MOBILIZATION	LS	0.16

VICINITY MAP





SERGEANT RD TRAIL
LOCATION 5

SERGEANT RD TRAIL BRIDGE
REPLACEMENTS
CONTRACT #00000

CITY OF WATERLOO, IOWA
ENGINEERING DEPARTMENT
715 MULBERRY STREET
WATERLOO, IOWA 50703
(319) 291-4312 PHONE
(319) 291-4262 FAX

DATE: 3/3/2022

SHEET
8

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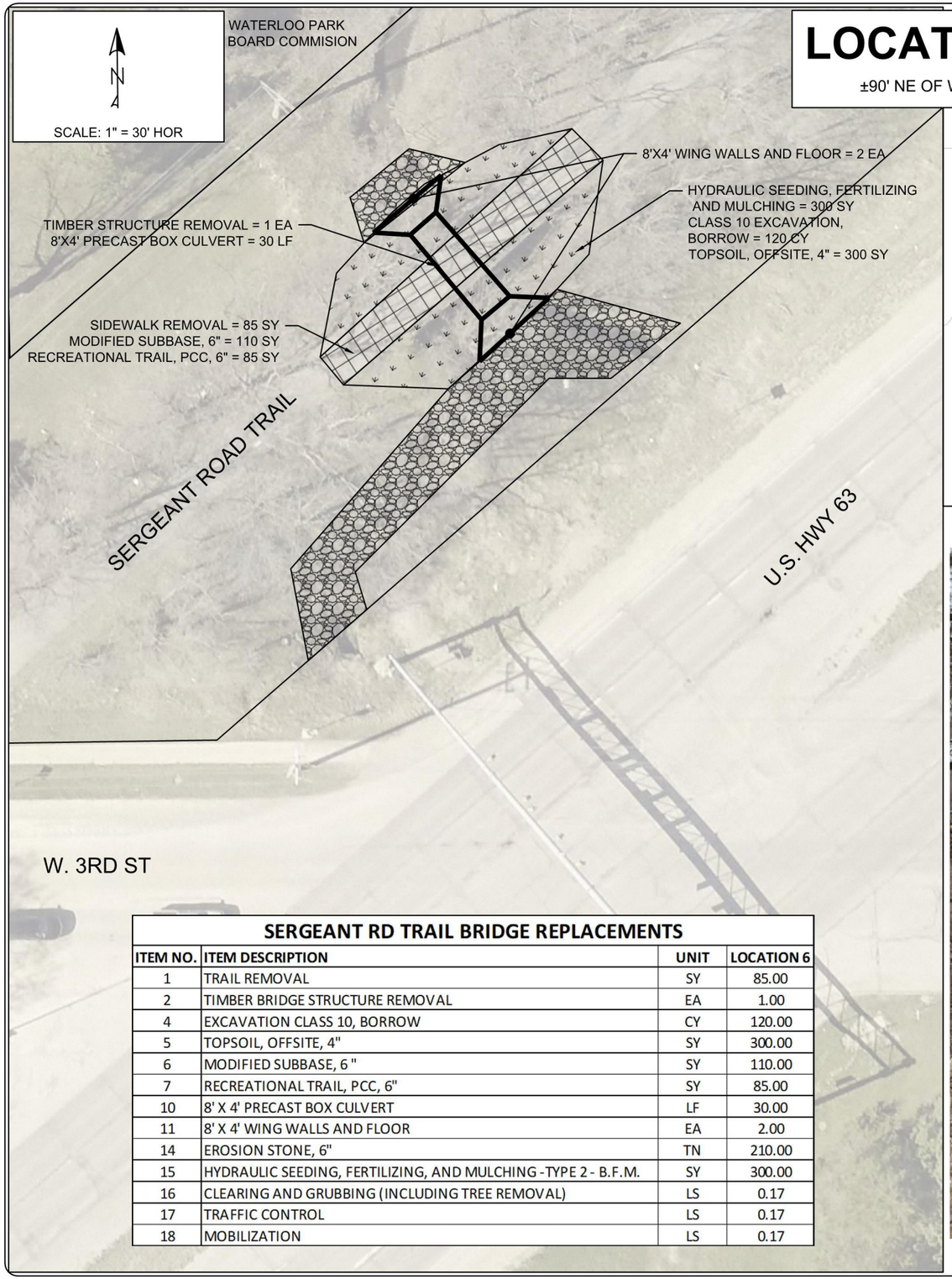
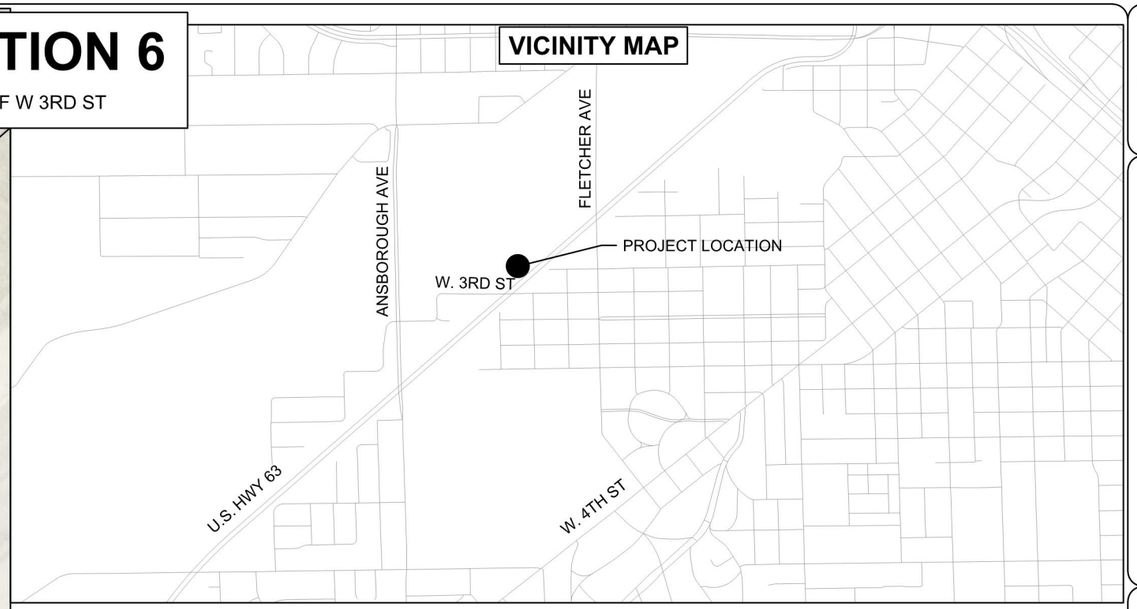
LOCATION 6

±90' NE OF W 3RD ST



VICINITY MAP





SERGEANT RD TRAIL BRIDGE REPLACEMENTS

ITEM NO.	ITEM DESCRIPTION	UNIT	LOCATION 6
1	TRAIL REMOVAL	SY	85.00
2	TIMBER BRIDGE STRUCTURE REMOVAL	EA	1.00
4	EXCAVATION CLASS 10, BORROW	CY	120.00
5	TOPSOIL, OFFSITE, 4"	SY	300.00
6	MODIFIED SUBBASE, 6 "	SY	110.00
7	RECREATIONAL TRAIL, PCC, 6"	SY	85.00
10	8' X 4' PRECAST BOX CULVERT	LF	30.00
11	8' X 4' WING WALLS AND FLOOR	EA	2.00
14	EROSION STONE, 6"	TN	210.00
15	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING -TYPE 2 - B.F.M.	SY	300.00
16	CLEARING AND GRUBBING (INCLUDING TREE REMOVAL)	LS	0.17
17	TRAFFIC CONTROL	LS	0.17
18	MOBILIZATION	LS	0.17

SERGEANT RD TRAIL
LOCATION 6

SERGEANT RD TRAIL BRIDGE REPLACEMENTS
CONTRACT #0000

CITY OF WATERLOO, IOWA
ENGINEERING DEPARTMENT
715 MULBERRY STREET
WATERLOO, IOWA 50703
(319) 291-4312 PHONE
(319) 291-4262 FAX

DATE: 3/3/2022

SHEET 9

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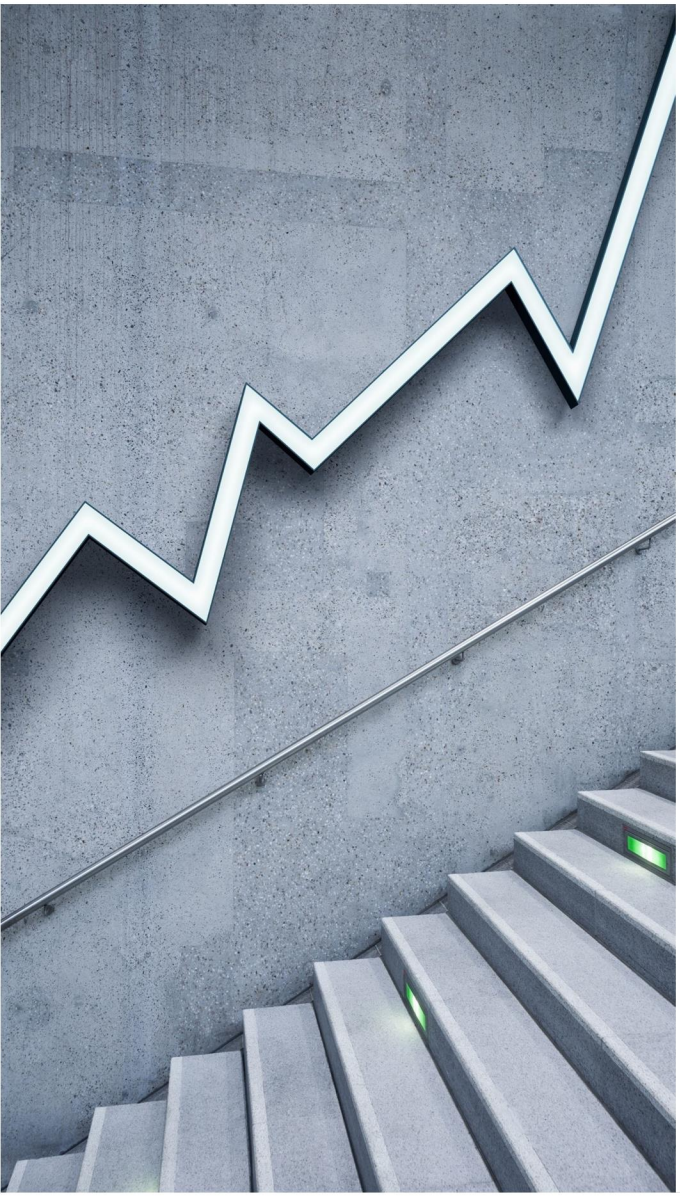
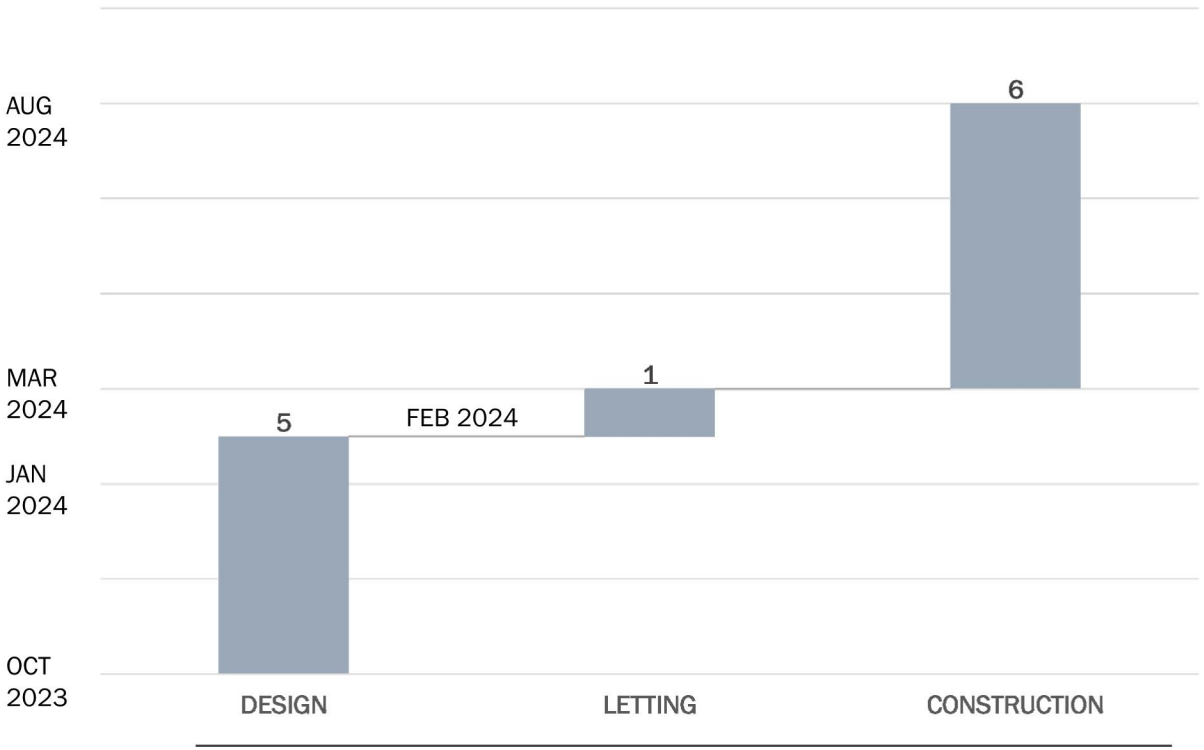
ATTACHMENT E

SERGEANT RD TRAIL BRIDGE REPLACEMENTS					
ITEM NO.	**ITEM DESCRIPTION**	**UNIT**	**TOTAL QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
1	TRAIL REMOVAL	SY	405.00	$ 7.50	$ 3,037.50
2	TIMBER BRIDGE STRUCTURE REMOVAL	EA	5.00	$ 15,000.00	$ 75,000.00
3	STORM SEWER REMOVAL, LESS THAN 36"	LF	40.00	$ 20.00	$ 800.00
4	EXCAVATION CLASS 10, BORROW	CY	503.00	$ 20.00	$ 10,060.00
5	TOPSOIL, OFFSITE, 4"	SY	1091.00	$ 10.00	$ 10,910.00
6	MODIFIED SUBBASE, 6 "	SY	524.00	$ 30.00	$ 15,720.00
7	RECREATIONAL TRAIL, PCC, 6"	SY	405.00	$ 75.00	$ 30,375.00
8	STORM SEWER, RCP, 48"	LF	360.00	$ 175.00	$ 63,000.00
9	R.C.P. APRON, GUARD, & FOOTING, 48"	EA	18.00	$ 6,000.00	$ 108,000.00
10	8' X 4' PRECAST BOX CULVERT	LF	30.00	$ 800.00	$ 24,000.00
11	8' X 4' WING WALLS AND FLOOR	EA	2.00	$ 15,000.00	$ 30,000.00
12	TWIN 6'X6' PRECAST BOX CULVERT	LF	30.00	$ 1,500.00	$ 45,000.00
13	12' X 6' WING WALLS AND FLOOR	EA	2.00	$ 20,000.00	$ 40,000.00
14	EROSION STONE, 6"	TN	849.00	$ 65.00	$ 55,185.00
15	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING -TYPE 2 - B.F.M.	SY	1091.00	$ 4.00	$ 4,364.00
16	CLEARING AND GRUBBING (INCLUDING TREE REMOVAL)	LS	1.00	$ 25,000.00	$ 25,000.00
17	TRAFFIC CONTROL	LS	1.00	$ 5,000.00	$ 5,000.00
18	MOBILIZATION	LS	1.00	$ 10,000.00	$ 10,000.00

TOTAL COST	$ 555,451.50
CONTINGENCY (20%)	$ 111,090.30
TOTAL CONSTRUCTION COST	$ 666,541.80

FEDERAL CONTRIBUTION (80%)	$ 533,233.44
LOCAL CONTRIBUTION (20%)	$ 133,308.36





PROJECT TIME SCHEDULE

ATTACHMENT F: TIME SCHEDULE

ATTACHMENT G:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, APPROVING APPLICATION FOR BLACK HAWK COUNTY METROPOLITAN PLANNING ORGANIZATION TRANSPORTATION ALTERNATIVES PROGRAM FUNDING FOR THE SERGEANT ROAD TRAIL BRIDGE REPLACEMENTS, AND DIRECTING EXECUTION OF SAID APPLICATION BY THE WATERLOO CITY COUNCIL.

WHEREAS, the City of Waterloo continues to develop and improve the land and water recreational trail system within the community; and

WHEREAS, the Bridge Replacement's along the Sergeant Road Trail from South of Shaulis Rd to North of W. 3rd St represent a critical connection for pedestrians and bicyclists to move safely and efficiently through the community; and

WHEREAS, the Black Hawk County Metropolitan Planning Organization provides Transportation Alternatives Program funds on a competitive basis for the development of recreational trails; and

WHEREAS, the City of Waterloo will be responsible for adequately maintaining the trail for a minimum of 20 years; and

WHEREAS, the City of Waterloo will provide the minimum 20 percent local match as required.

NOW THEREFORE BE IT RESOLVED that the City Council of Waterloo, Iowa, authorizes application for Black Hawk County Metropolitan Planning Organization Transportation Alternatives Program funding.

PASSED AND ADOPTED this _____ day of _____, 2022.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

IOWA DOT
Form 105101 (02-20)

ATTACHMENT L

Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code 8.11, all grant applications submitted to the State of Iowa that are due beginning Jan. 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applications to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

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

Describe the positive impact expected from this project:

Indicate which groups are impacted:

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

☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other_____

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

Describe the negative impact expected from this project:

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

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

Indicate which groups are impacted:

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

☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other _____

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

Present the rationale for determining no impact:
The project includes the replacement of existing bridges along the Sergeant Rd Trail. The improvements will provide continued recreational opportunities to all people, regardless of minority status.

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

Name: Matt Schindel

Title: Associate Engineer

Definitions

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

"Disability," as defined in Iowa Code 15.102, subsection 12, paragraph "b," subparagraph (1):
b. As used in this subsection:

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

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

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

M.P.O. ATTACHMENT

Black Hawk County Metropolitan Area (MPO) Iowa's Transportation Alternatives Program (TAP)
Project Criteria Form

*This form **must be filled out** along with the Iowa's TAP Application form*

Sponsor Agency:	City of Waterloo
Project:	Sergeant Road Trail Bridge Replacements
Requested Year:	2024

Please write a brief (one to two sentence) description of how your project relates to each criterion. If there are criteria that your project does not relate to, write "N/A".

PROJECT READINESS	
1. Ability to meet federal requirements	The City of Waterloo has successfully constructed many highway and trail projects funded with federal aid and will be able to meet current federal aid requirements.
2. Ability to meet programming timelines	The City of Waterloo will develop a schedule based on the programing year. The City has a history of being able to meet programming timelines with other similar projects.
3. Status of matching funds	The City of Waterloo wil use General Obligations (GO) bonds that are planned to be issued in FY2023.
4. Amount of matching funds	$133,308.36
5. Public acceptance of project	No controversey or negative public comments are expected for this project. The City has experience negative public comments due to other the failure of other drainage structures on this trail.
6. Right of way constraints	The project will be constructed within existing public right-of-way.
RELATIONSHIP TO TRANSPORTATION SYSTEM	
7. Ability to minimize conflict points	The project would require lengthy detours for trail system users. There could potentially be conflicts with Highway 63 and intersecting side streets during construction as contractors would need access points to each project location in the form of lane closures.
8. Connectivity to existing facilities	The project is along the established Sergeant Road Trail and would allow for the continued use of the trail.
9. Enhancement to existing transportation system	The project would replace aged and failiing bridges and culverts with new concrete culverts that would reduce maintenance needs, prevent future closures due to failed strucutres, and allow maintenance and public safety vehicles full access the to trail.

Black Hawk County Metropolitan Area (MPO) Iowa's Transportation Alternatives Program (TAP) Project Criteria Form	
10. Relationship to complete streets	The existing Sergeant Road Trail is a key stretch of the overall Cedar Valley Recreation Trail system. The trail also provides pedestrian connection to various neighborhoods that are not connected by sidewalk systems.
11. Inclusion in state, regional, and local plans	The existing Sergeant Road Trail is a key stretch of the overall Cedar Valley Recreation Trail system.
ASSOCIATED BENEFITS	
12. Environmental and social impacts	Environmental impacts from this project would be minimal as construction would occur in a previously developed trail corridor.
13. Regional economic development impact	The proposed project would allow for the continued use of the trail
14. Regional tourism impact	The project would replace aged drainage structures whose failure could require the trail to be closed and detours enacted that would decrease the usage of this stretch of the Cedar Valley Recreation Trail system and potentially drive tourists from the area.
15. Sustainability elements of project	The project would allow the existing trail to continue to be used for years to come.
OTHER	
16. Cost in relation to public benefit	Low as the local governments have invested heavily in transforming the abandoned railroad corridor into a paved trail.
17. Involvement of or benefit to multiple jurisdictions	The existing Sergeant Road Trail is a key stretch of the overall Cedar Valley Recreation Trail system. This project would prevent future traill closures due which would require lenghty detours.
18. Predicted usage relative to population	High

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as April 4, 2022 for the sale and conveyance of City property located north of 501 Lakeside Street, in the amount of $1.00, to Union Development Holdings, LLC, including a development agreement for 150 multi-family residential units, and instruct the City Clerk to publish notice.

City Council Meeting: 3/21/2022
Prepared: 3/9/2022

ATTACHMENTS:

Description	Type
Development Agreement	Backup Material
Map of Site	Backup Material

SUBJECT:	Resolution setting date of public hearing as April 4, 2022 for the sale and conveyance of City property located north of 501 Lakeside Street, in the amount of $1.00, to Union Development Holdings, LLC, including a development agreement for 150 multi-family residential units, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Union Development Holdings is a residential developer that would be constructing at least 150 multi-family units on the property described. The land in question has been owned by the City of Waterloo since 2018 and is located adjacent to the North Crossing Development area along 4th Street. The Developer is planning to apply for state tax credits as a part of the project and the project would qualify for the local Consolidated Urban Revitalization Area (CURA) abatement program.
Neighborhood Impact:	The area in question is designated for residential development. Single family homes are located to the south and the development is located near the North Crossing development area. A day care and senior activity center will be located between the development in question and the single family housing to the south.
Data/Analysis and Strategies:	Sale of Property
Expenditure Required/Source of Funds:	up to $2,500 in Closing costs/ East Unified TIF
Legal Descriptions:	TBD by Engineer- Will have prior to March 21st.

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

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of _____, 2022, by and between Union Development Holdings, LLC ("Company"), and the City of Waterloo, Iowa ("City").

RECITALS

A. City is the owner of real property on E. 4th Street identified as parcel no. 8913-12-326-003, a portion of which is legally described as set forth on Exhibit "A" attached hereto (the "Property"). Company desires to undertake a project on the Property and is willing and able to finance and construct a total of at least 150 multifamily units and related improvements thereon.

B. City considers affordable housing development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives to encourage that goal. City believes that such development is in the vital and best interests of the City and in accordance with the public purposes and provisions of the applicable State and local laws and requirements under which the Projects (defined below) have been undertaken and are being assisted.

AGREEMENT

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

1. **Sale of Property; Title.** Subject to the terms hereof, City shall convey the Property to Company for the sum of $1.00 (the "Purchase Price"). Conveyance shall be by quit claim deed, free and clear of all encumbrances arising by or through City except: (a) easements, servitudes, conditions and restrictions of record; (b) current and future real estate real property taxes and assessments subject to the agreements made herein; (c) general utility and right-of-way easements serving the Property; and (d) restrictions imposed by the City zoning ordinances and other applicable law. City shall have no duty to convey title to Company until Company has delivered to City

reasonable and satisfactory proof of financial ability to undertake and carry on the Project (defined below), which may take the form of a lending commitment letter. Company may, at its own expense, obtain whatever form of title evidence it desires. If title is unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters within twenty (20) days following written notice of such objections from Company, or such additional time as agreed by the parties, Company may terminate this Agreement without further obligation. City shall provide any title documents it has in its possession, including any abstracts, within ten (10) days of the date of this Agreement to assist in title review.

2. **Delivery Date:** The City shall deliver the Property to the Company by the latter of: a) the receipt of all applicable development and construction permits as required for the Company to begin Improvements (defined below), or b) upon completion of the anticipated on-site and off-site improvements by others per the Preliminary Plat for North Crossing Third Addition prepared by Robinson Engineering Company attached hereto as Exhibit B (the "Delivery Date").

3. **Improvements by Company.** Company acknowledges that it has had a reasonable opportunity to inspect the Property and to conduct other due diligence related to the Project. Company agrees to accept the Property in its "AS IS" condition, without any warranty from City, expressed or implied, as to the condition of the Property, its marketability, or its fitness for any particular purpose. At its own cost Company shall clear all trees and shrubs necessary to undertake the Project (defined below), shall construct to a finished state at least 150 multifamily units, including installation of driveways and sidewalks, and be responsible for removal of all construction debris, proper leveling or shaping of groundscape, and grassing and/or landscaping (construction and finishing as so described are referred to collectively as the "Improvements"). The Improvements shall be constructed in accordance with the terms of this Agreement, all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. Company shall submit specific plans, building designs and site plans for City review and approval before the commencement of construction and shall not substantially deviate from such plans, specifications or designs. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Property, the Improvements, and all site preparation and development-related work to be undertaken and completed by Company under this Agreement are collectively referred to as the "Project".

4. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Company's commitment to cause the Project to be undertaken and to construct the Improvements in a timely manner constitutes a material inducement for the City to extend the incentives provided for in this Agreement, and that without said commitment City would not have done so. Subject to Unavoidable Delays (defined below), Company having pursued and received a building permit, shall begin construction of the Improvements within 30 days of the Delivery Date. (the "Project Start Date"), and

construction of Improvements must be Substantially Completed within 24 months of the Project Start Date (the "Project Completion Date"). For purposes of this Agreement, "Substantially Completed" means the date on which the Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto.

If Company has not begun construction of the Improvements by the Project Start Date, City may terminate this Agreement as set forth in Section 14, and City shall have no further obligation hereunder with respect to such Project. If construction has not begun by the Project Start Date but the development of the Project is still imminent, the City Council may, but shall not be required to, grant an extension of the Project Completion Date. If construction has commenced within the required period or any extended period and is stopped and/or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each of the foregoing is an "Unavoidable Delay"), then time lost as a result of Unavoidable Delays shall be added to extend the Project Completion Date by a number of days equal to the number of days lost as a result of Unavoidable Delays. If construction is not completed by the Project Completion Date or within the allowed period of extension, City may (i) grant an extension of the Project Completion Date, the granting of which extension will not be unreasonably withheld so long as Substantial Completion of construction is expected within a reasonable time period, or (ii) if Substantial Completion is not expected within a reasonable time period, terminate this Agreement as set forth in Section 14, title to the Property shall revert to the City, and City shall have no further obligation hereunder with respect to such Project. Notwithstanding the foregoing, in the event the City terminates this Agreement pursuant to this Section 4, the City shall compensate Company for the actual cost of any work or materials provided before the termination date to the extent that such costs are itemized and substantiated in writing. As promptly as possible, Company shall notify City in writing of the occurrence of any Unavoidable Delay and shall again notify City in writing when the Unavoidable Delay has ended.

5. **Reverter of Title; Indemnity.** In the event of any reverter of title, Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to a special warranty deed, or take such other actions as the City may reasonably request to effectuate said reverter and to deliver to City title to the Property that is free and clear of any lien, claim, charge, security interest, mortgage or encumbrance (collectively, "Liens") arising by or through Company. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the Property. In connection with any reverter of title, Company shall not be entitled to a refund of the Purchase Price. ***Appointment of Attorney in Fact:*** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within sixty (60) days after written demand by City, then on Company's behalf and as its attorney-in-fact City shall be authorized, but not required, to execute the special warranty deed required by this Section, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact.

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

6. **Utilities.** Company will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services to any location on the Property and for payment of any associated connection fees.

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

A. Partial Tax Exemption. Because the Property is located in a designated Consolidated Urban Revitalization Area (CURA), the Property is eligible for tax exemption consistent with and to the extent provided for in Iowa law and City ordinance, provided that Company meets all requirements to qualify for such exemption.

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

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

9. **Additional Covenants of Company.** In addition to the other promises, covenants and agreements of Company as provided elsewhere in this Agreement, Company agrees as follows:

A. Until the Improvements have been Substantially Completed, Company shall make such reports to City, in such detail and at such times as

may be reasonably requested by City, as to the actual progress of Company with respect to construction of the Improvements.

B. Company will comply with all applicable land development laws and City and county ordinances, and all laws, rules and regulations relating to its businesses.

C. Company will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Improvements.

10. **Representations and Warranties of City.** City hereby represents and warrants as follows:

A. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

11. **Representations and Warranties of Company.** Company hereby represents and warrants as follows:

A. It is duly organized, validly existing, and in good standing under the laws of the state of its organization and is duly qualified and in good standing under the laws of the State of Iowa.

B. It has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

C. This Agreement has been duly and validly authorized, executed and delivered by Company and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of Company that is enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of organization or operating agreement of Company or of any contractual restriction, evidence of indebtedness, agreement or instrument

of whatever nature to which Company is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

E. There are no actions, suits or proceedings pending or threatened against or affecting Company in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Company or which in any manner raises any questions affecting the validity of the Agreement or Company's ability to perform its obligations under this Agreement.

12. **Indemnification and Releases.**

A. Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Property or resulting from any defect in the Improvements caused by Company's negligent act, error, or omission during the performance of this Agreement . The indemnified parties shall not be liable for any damage or injury to the persons or property of Company or its directors, officers, employees, contractors or agents, or any other person who may be about the Property or the Improvements, due to any act of negligence or willful misconduct of any person, other than any act of negligence or willful misconduct on the part of any such indemnified party or its officers, employees or agents.

B. Except for anygross negligence, error, omission, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever, by any person or entity whatsoever that arises from: (1) any violation of any term or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) Company's negligent act, error, omission, or willful misconduct in connection with construction, installation, ownership, and operation of the Improvements, or (3) otherwise as a result of or in connection with the Project

C. The indemnification obligations under this Section shall include attorneys' fees and expenses incurred by any indemnified part. The provisions of this Section shall survive the expiration or termination of this Agreement.

13. **Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean any one or more of the following events that continues beyond any applicable cure periods:

A. Failure by Company to cause the construction of the Improvements on the Property to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

B. Transfer by Company of any interest (either directly or indirectly) in the Improvements, the Property, or this Agreement, without the prior written consent of City, except as otherwise expressly provided in this Agreement;

C. Failure by any party hereto to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

D. Company (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (4) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of Company as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Company, or part thereof, shall be appointed in any proceedings brought against Company and shall not be discharged within ninety (90) days after such appointment, or if Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to a Project Site formerly owned by City.

E. Any representation or warranty made by Company in this Agreement, or made by Company in any written statement or certificate furnished by Company pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

14. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may terminate this Agreement, in whole or in part. Before exercising such remedy, City shall give 60 days' written notice to Company of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 60 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Upon termination by City pursuant to this Section 14(A), City may exercise any and all remedies available at law, equity, contract or otherwise for recovery of any sums paid by City to Company before the date of termination.

B. Default by City. Whenever any Event of Default in respect of City occurs and is continuing, Company may take such action against City to require it to specifically perform its obligations hereunder. Before exercising such remedy, Company shall give 60 days' written notice to City of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within 60 days and City shall not have provided assurances reasonably satisfactory to the Company that the Event of Default will be cured as soon as reasonably possible. In the event that specific performance is not available for any reason whatsoever, Company may exercise any and all remedies available at law, equity, contract or otherwise for City's default hereunder.

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

15. **Materiality of Company's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of each party to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for each party to enter this Agreement. Each party acknowledges that without such promises, covenants, representations, and warranties, the other party would not have entered this Agreement.

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

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

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

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

(b) if to Company, at 409 Massachusetts Avenue, Suite 300, Indianapolis, IN, 46204, Attention: Ryan Clark.

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

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

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

21. **Severability; Reformation.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

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

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

24. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which, including signed counterparts delivered by facsimile or other electronic means, shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

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

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

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

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

UNION DEVELOPMENT HOLDINGS, LLC

By: _____
Kyle Bach, CEO

EXHIBIT “A”

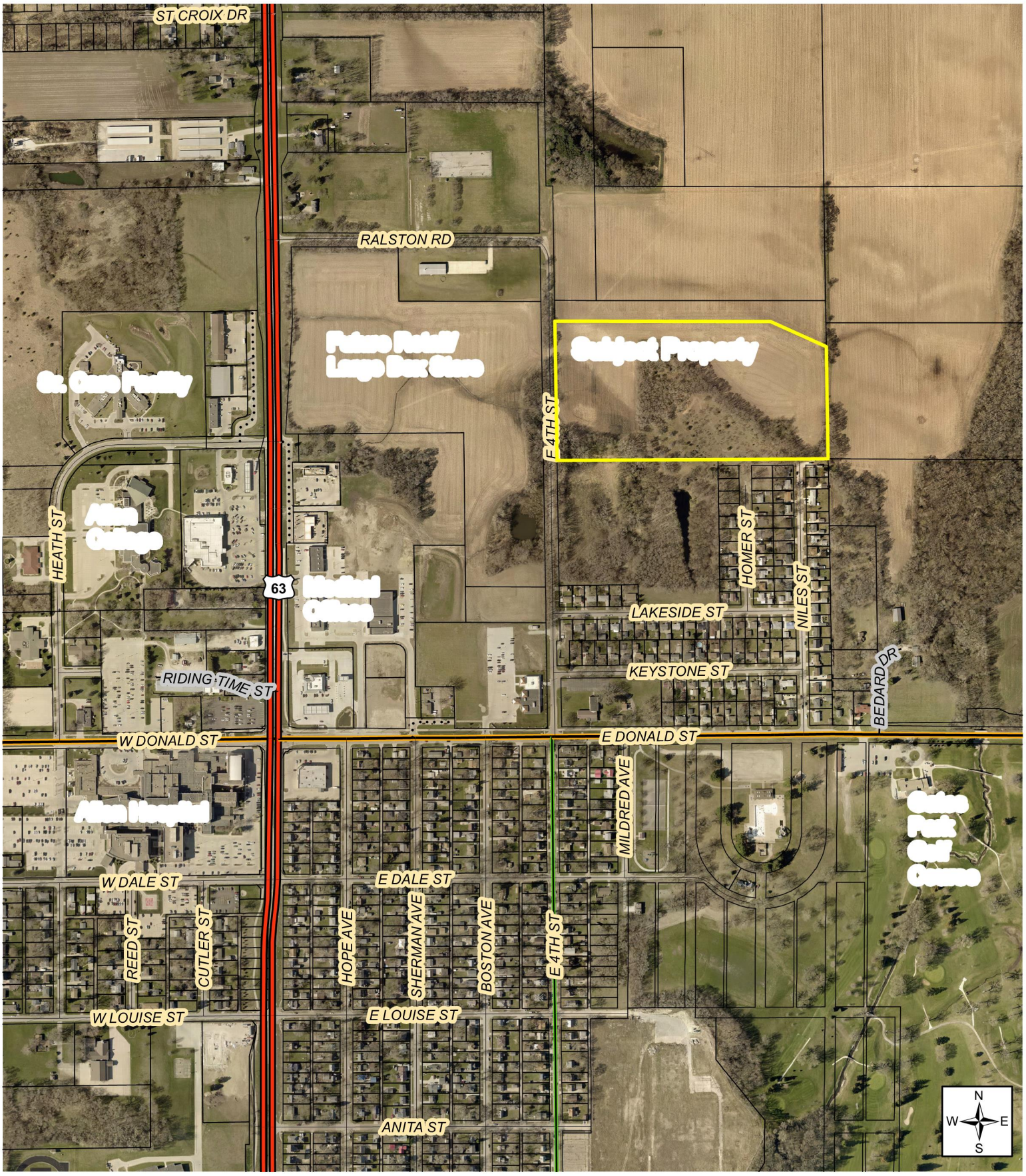
Property Description

[insert]

EXHIBIT “B”

Preliminary Plat of North Crossing Addition

See attached.



City of Waterloo, Iowa
Site #1
4th Street

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as April 4, 2022 for the sale and conveyance of City property located north of 615 Glenwood Street, in the amount of $5,000.00, to Bertha Johnson, including a development agreement for the rehabilitation of the home on the property, and instruct the City Clerk to publish notice.

City Council Meeting: 3/21/2022
Prepared: 3/15/2022

ATTACHMENTS:

Description	Type
Development Agreement - Bertha Johnson	Backup Material

SUBJECT:	Resolution setting date of public hearing as April 4, 2022 for the sale and conveyance of City property located north of 615 Glenwood Street, in the amount of $5,000.00, to Bertha Johnson, including a development agreement for the rehabilitation of the home on the property, 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 of Waterloo acquired the home at 615 Glenwood Street via 657A in July of 2021. Bertha Johnson would like to purchase and rehabilitate the home.
Neighborhood Impact:	Rehabilitation of the home would largely benefit the neighborhood by bringing it to livable standards and also bring investment and occupants to a home that has been empty for a number of years.
Data/Analysis and Strategies:	Sale of Property
Expenditure Required/Source of Funds:	None
Legal Descriptions:	A part of the Southeast Quarter of Section 24, Township 89 North, Range 13 West of the Fifth Principal Meridian, in the City of Waterloo, in Black Hawk County, Iowa, bounded and described as follows: Commencing at the Southwest corner of Lot 11 in Hardy & Virden's Plat, Waterloo, Iowa, (now vacated); running thence East along the South line of said Lot to the Southwesterly line of the right of way of the Illinois Central Rail Road Company; thence Northwesterly along the Southwesterly line of said right of way to the West line of said Lot 11; thence South along the West line of said Lot 11 to the point of beginning. Parcel No. 8913-24-477-011

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 Bertha M. Johnson ("Developer"), and the City of Waterloo, Iowa ("City").

RECITALS

A. Developer is willing and able to finance and rehabilitate an existing property located at 615 Glenwood Street, Waterloo, Iowa (the "Property"), legally described as set forth on Exhibit "A" attached hereto.

B. 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 rehabilitation of the Property is in the 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 the Property to Developer for the sum of $5,000.00 (the "Purchase Price"). Conveyance shall be by quit claim deed, free and clear of all encumbrances arising by or through City except: (a) easements, servitudes, conditions and restrictions of record; (b) current and future real estate real property taxes and assessments subject to the agreements made herein; (c) general utility and right-of-way easements serving the Property; and (d) restrictions imposed by the City zoning ordinances and other applicable law. City shall have no duty to convey title to Developer until Developer 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. Developer may, at its own expense, obtain whatever form of title evidence it desires. If title is unmarketable or subject to matters not acceptable to Developer, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Developer, Developer 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 Developer.** Developer acknowledges that it has had a reasonable opportunity to inspect the Property and to conduct other due diligence related to the Project. Developer agrees to accept the Property in its "AS IS" condition, without any warranty from City, expressed or implied, as to the condition of the Property, its marketability, or its fitness for any particular purpose. Developer shall rehabilitate the existing structures on the Property for single-family residential purposes and make other improvements to the buildings and grounds (collectively, the "Improvements"). The Improvements shall be constructed in accordance with the terms of this Agreement, all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. Attached as Exhibit "B" are Developer's specific renovation plans and estimated project budget. Developer 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 other work to make the project site usable for Developer'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 Developer's commitment to cause the Project to be undertaken and to rehabilitate the Property 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 Developer, and that without said commitment City would not have done so. Subject to Unavoidable Delays (defined below), Developer must obtain a building permit and begin construction of the Improvements within four (4) months from the date of that it receives title to the Property from City (the "Project Start Date"), and Substantially Complete rehabilitation within twelve (12) months after the date of this Agreement (the "Project Completion Date"). For purposes of this Agreement, "Substantially Completed" means the date on which the rehabilitation Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto.

If Developer has not begun Improvements before the Project Start Date, City may terminate this Agreement as set forth in Section 13, title to the Property shall revert to City, and City shall have no further obligation hereunder. If rehabilitation has not begun by the Project Start Date but the commencement 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 rehabilitation work 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 Developer (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 the Improvements are not completed within the allowed period of extension, City may terminate this Agreement as set forth in Section 13, 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, Developer 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 Developer. Developer shall pay in full, so as to discharge or satisfy, all Liens on or against the Property. In connection with any reverter of title, Developer shall not be entitled to a refund of the Purchase Price. ***Appointment of Attorney in Fact:*** If Developer 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 Developer's behalf and as its attorney-in-fact, the special warranty deed required by this Section, and for such limited purpose Developer does hereby constitute and appoint City as its attorney-in-fact.

Developer 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 Developer'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 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, incurred by City. Developer's duties of indemnity pursuant to this Section shall survive the expiration, termination or cancellation of this Agreement for any reason.

5. **Deed-Back Option.** If Developer determines at any time that the Project is not economically feasible, such as by discovery of unanticipated structural problems or for other reasons as determined by Developer, then upon thirty (30) days' advance written notice to City Developer may deed the Property back to City on the terms set forth in Section 4, and thereafter neither party shall have any further obligation under this Agreement except as provided in Section 4. In connection with any reconveyance of title to City, Developer shall not be entitled to a refund of the Purchase Price or to reimbursement of any Project costs incurred or expended by Developer.

6. **Utilities.** Developer will be responsible for obtaining or extending water, sewer, telephone, electricity, gas and other utility services to any location on the Project Site and for payment of any associated connection fees and costs of usage after the date of conveyance from City.

7. **Additional City Incentives.** In addition to the other incentives provided by City to Developer under this Agreement, City agrees to provide the following assistance to facilitate the Project:

A. Purchase Price Refund. Within thirty (30) days after Developer has Substantially Completed the Improvements and has obtain final inspection on all permits obtained for the Project, City will refund the Purchase Price to Developer.

B. Rehabilitation Grant. Concurrently with refund of the Purchase Price pursuant to paragraph A above, City will make a $5,000.00 rehabilitation grant to Developer.

8. **No Encumbrances; Limited Exception.** Until completion of the Improvements, Developer 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 Developer's completion of the Improvements and of which Developer notifies City before Developer executes any such mortgage. Developer 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.** Developer 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 Developer under this Agreement.

10. **Representations and Warranties of City.** City hereby represents and warrants as follows:

A. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

11. **Representations and Warranties of Developer.** Developer hereby represents and warrants as follows:

A. This Agreement has been duly and validly authorized, executed and delivered by Developer 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 Developer 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.

B. 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 any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

C. There are no actions, suits or proceedings pending or threatened against or affecting Developer 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 Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

12. **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 Developer to cause the rehabilitation Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

B. Transfer by Developer 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 any party hereto to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

D. Any representation or warranty made by Developer in this Agreement, or made by Developer in any written statement or certificate furnished by Developer 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.

E. Developer (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 Developer 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 Developer, or part thereof, shall be appointed in any proceedings brought against Developer and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to the Property.

13. Remedies.

A. Default by Developer. Whenever any Event of Default in respect of Developer occurs and is continuing, the City may terminate this Agreement. Before exercising such remedy, City shall give 30 days' written notice to Developer 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 Developer 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 Developer 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 Developer occurs and is continuing, Developer may take such action against City to require it to specifically perform its obligations hereunder. Before exercising such remedy, Developer 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 Developer 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.

14. **Indemnification.** Developer hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Project site 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 Developer or its directors, officers, employees, contractors or agents, or any other person who may be about the Project site 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. The provisions of this Section shall survive the expiration or termination of this Agreement.

15. **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.

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

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

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(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 Developer, at 521 Fowler Street, Waterloo, Iowa 50703.

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

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

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

21. **Severability; Reformation.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

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

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24. **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.

25. **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.

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

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

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

DEVELOPER

Bertha Johnson
Bertha M. Johnson

EXHIBIT "A"

Legal Description of Property

A part of the Southeast Quarter of Section 24, Township 89 North, Range 13 West of the Fifth Principal Meridian, in the City of Waterloo, in Black Hawk County, Iowa, bounded and described as follows: Commencing at the Southwest comer of Lot 11 in Hardy & Virden's Plat, Waterloo, Iowa, (now vacated); running thence East along the South line of said Lot to the Southwesterly line of the right of way of the Illinois Central Rail Road Company; thence Northwesterly along the Southwesterly line of said right of way to the West line of said Lot 11; thence South along the West line of said Lot 11 to the point of beginning.

EXHIBIT "B"

Project Plans and Budget

See attached.

CITY OF WATERLOO

Council Communication

Motion approving Change Order No. 1 with Failor-Hurley Construction for a net increase of $2,506.00, in conjunction with the Traffic Control Room Remodel, Iowa DOT Project Number STP-U-8155(755)--70-07, and authorizing the Mayor to execute said document.

City Council Meeting: 3/21/2022
Prepared: 3/3/2022

ATTACHMENTS:

	Description	Type
	Contractors Cost Breakdown	Backup Material
	Change Order 1	Backup Material

SUBJECT:	Motion approving Change Order No. 1 with Failor-Hurley Construction for a net increase of $2,506.00, in conjunction with the Traffic Control Room Remodel, Iowa DOT Project Number STP-U-8155(755)--70-07, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Mohammad Elahi, Traffic Engineer
Recommended Action:	Approve Resolution
Summary Statement:	This is to accommodate 9-monitor video wall; an increase from 3-monitors on the plan. The original contract amount was $55,331.

Expenditure Required/Source of Funds: $2,506.00 GO Bond Funds

2/25/2022

Attn: Mr. Mohammad Elahi

Project Number / Name: 21-093 – Waterloo Traffic Control Room

Subject: COR #002 – Monitor Wall Rough Ins

Mohammad,

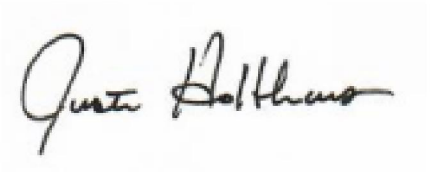
Thanks for the opportunity to provide pricing for the requested revisions to the monitor wall on the Traffic Control Room Project. This pricing is in response to the request to have the additional rough ins at the monitor wall. We understand that there are to be 9 monitors in lieu of 3. We propose to complete the additional work referenced below for the lump sum of **$2,506.00**. Our proposed scope of work is listed below:

- Stickfort to furnish and install additional rough ins as required at the monitor wall.
- Failor Hurley to install 6 additional wall brackets on the wall. 9 total.
- General supervision, safety, and general contractors fee.

Subcontractors – Stickfort - $1,892
FHC Labor / General Cleanup - $210
General Supervision, Safety - $130
OHP / Fee - $274

Feel free to contact us if you have any questions or need any additional information.

Sincerely,



Justin Holthaus
FAILOR HURLEY CONSTRUCTION

City of Waterloo

Traffic Operations Department

Change Order Number _____

Date Prepared _____ / ____ /2022

Project Description: _____

Project Number: _____

Contractor: _____

1- Reason for Change Order:

2- This Change Order Amount: $_____

3- Original Contract Amount: $_____

4- Check If New Item ☐

5- If Existing Item, Contract Item Number and Description:

_____ _____

_____ _____

Contractor Project Manager

Date: _____ Date: _____

CITY OF WATERLOO

Council Communication

Motion approving Change Order No. 1 with KW Electric, for a deduct of $12,000.00, in conjunction with the Park Avenue Bicycle Signal project, Iowa DOT grant project number TAP-U-8155(767)--81-07, and authorizing the Mayor to execute said document.

City Council Meeting: 3/21/2022
Prepared: 3/9/2022

ATTACHMENTS:

	Description	Type
	Par Ave Change Order No. 1	Backup Material

SUBJECT:	Motion approving Change Order No. 1 with KW Electric, for a deduct of $12,000.00, in conjunction with the Park Avenue Bicycle Signal project, Iowa DOT grant project number TAP-U-8155(767)--81-07, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Mohammad Elahi, Traffic Engineer
Recommended Action:	Approve Resolution
Summary Statement:	This change order (subject to approval by DOT) eliminates an item (a video detection module) that was not required by the project and reduces the contract amount of $149,650.60 by $12,000.

Expenditure Required/Source of none.
Funds:

Form 831240 (12-20)

Accounting ID No.(5-digit number): 37754

Change Order No.: 1

CHANGE ORDER

For Local Public Agency Projects

No.: 1

Non-Substantial: ☒

Substantial: ☐

Administering Office Concurrence Date

Accounting ID No. (5-digit number):

Project Number: TAP-U-8155(767)--8I-07

Contract Work Type: Traffic Signals

Local Public Agency: City of Waterloo

Contractor: KW Electric Inc

Date Prepared: February 2, 2022

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

0005 Change Traffic Signalization (Remove item from lump sum traffic signalization)

B - Reason for change:

0005 Video Detection analytics module is not needed for this project and was not part of the project.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

0005 $12,000

D - Justification for cost(s) (See I.M. 6.000, Attachment D, Chapter 2.36, for acceptable justification):

0005 Market Value

E - Contract time adjustment: ☒ No Working Days added ☐ Working Days added: _____ ☐ Unknown at this time

Justification for selection:

0005 Licensing cost, does not affect construction.

Accounting ID No.(5-digit number): _____

Change Order No.: _____

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
x		0050	Traffic Signalization	120,000	-0.100	-$12,000.00

Add Row Delete Row TOTAL -$12,000.00

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx

Add Row Delete Row TOTAL

H. Signatures

Signatures will be applied through DocExpress.

CITY OF WATERLOO

Council Communication

Motion to approve Change Order No. 1 from Lodge Construction, Inc., of Clarksville, Iowa, for a net increase of $15,450.00, in conjunction with the FY 2021 Cedar River Marina and Recreational Enhancements, Contract No. 1011, IDOT Project No. TAP-U-8155(768)--8I-07, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 3/21/2022
Prepared: 3/8/2022

ATTACHMENTS:

Description	Type
Cont 1011_CO #1	Backup Material

SUBJECT:	Motion to approve Change Order No. 1 from Lodge Construction, Inc., of Clarksville, Iowa, for a net increase of $15,450.00, in conjunction with the FY 2021 Cedar River Marina and Recreational Enhancements, Contract No. 1011, IDOT Project No. TAP-U-8155(768)--8I-07, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Wayne Castle, PLS, PE, Associate Engineer
Recommended Action:	Approve change order through DocExpress.
Summary Statement:	
Implementation, Accountability, and Communication:	

IOWA DOT
Form 831240 (12-20)

Accounting ID No.(5-digit number): 38164

Change Order No.: 01

CHANGE ORDER

For Local Public Agency Projects

No.: 01

Non-Substantial: ☒ Mar 2, 2022

Substantial: ☐ Administering Office Concurrence Date

Accounting ID No. (5-digit number): 38164

Project Number: TAP-U-8155(768)--8I-07

Contract Work Type: Kayak Docks, PCC Sidewalk, Parki

Local Public Agency: Waterloo

Contractor: Lodge Construction

Date Prepared: February 17, 2022

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

Extending the current storm sewer gatewell outlet pipe, and adding floating silt curtain for sediment control.

B - Reason for change:

The existing storm sewer outlet pipe and apron do not extend far enough past the proposed trail. This existing headwall will need to be removed and disposed of and the pipe will need to be extended under the trail. A concrete collar is required to connect the new pipe to the existing pipe. The floating silt curtain was tabulated in the plan set but was not included in the overall bid item list and is needed to protect the main channel of the Cedar River from sediment while the contractor is completing river excavation work.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

Contractor has requested: These will be Division 1 Participating Items
8001 - $150.00/LF for 30LF of 36" RCP
8002 - $4,500.00EA for 36" RCP Apron
8003- $1,300.00EA for SW-211 Concrete Collar
8004 - $950.00LS for Removal and Disposal of Existing Headwall
8005 - $42.00/LF for 100LF of Floating Silt Curtain

D - Justification for cost(s) (See I.M. 6.000, Attachment D, Chapter 2.36, for acceptable justification):

8001, 8002, 8005 - Price provided by contractor is in line with typical cost associated with this type of work for small quantities. Prices comparable to BidX prices reviewed from 202102-202201. See attached supporting information.

Items 8003 and 8004 - Time and Materials. See attached supporting information.

E - Contract time adjustment: ☐ No Working Days added ☒ Working Days added: 2 ☐ Unknown at this time

Justification for selection:
Additional working days anticipated for pipe work.

Accounting ID No.(5-digit number): _____

Change Order No.: _____

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx

Add Row | Delete Row | TOTAL

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
x		8001	2503-0114236	36" RCP	$150.00	30.000	$4,500.00
x		8002	2416-0100036	36" RCP Apron	$4,500.00	1.000	$4,500.00
x		8003	2599-9999005	SW-211 Concrete Collar	$1,300.00	1.000	$1,300.00
x		8004	2599-9999010	Removal/Disposal of Existing Headwall	$950.00	1.000	$950.00
x		8005	2602-0000212	Floating Silt Curtain	$42.00	100.000	$4,200.00

Add Row | Delete Row | TOTAL | $15,450.00

Signatures will be applied through DocExpress.

Lodge Construction Inc.

Address Reply To:
P.O. Box 459
Clarksville, IA 50619

Fax: 319-296-2144
Phone Cell: 319-290-5767
Email:John@lodgeconstructioninc.com

2/18/2022

Re: Lodge Construction Change Order 1 Labor, Equipment, and Material Break Down

SW-211 Concrete Collar

Forman 2/HRS @ $60/HR = $120
Laborer 4/HRS @ $40/HR = $160
Operator 1/HR @ $50/HR = $50
365 Cat Excavator 1/HR @ $265/HR = $265
2/CY of concrete $145/Cy = $290
Short load charge for concrete $80/EA = $80
Wire mesh $35/LS = $35
Small tools generator, concrete vibrator, saws, misc. $300

Total $1,300

The Excavator is needed because the concrete truck will not be able to back down to where the pipe work is taking place. So the concrete will need to be transported via excavator.

Remove and dispose of existing headwall

Forman 2/HRS @ $60/HR = $120
Operator 2/HR @ $50/HR = $100
Laborer 1/HR @$40/HR = $40
365 Cat Excavator 2/HR @ $265/HR = $530
Dump truck 1/HR @ $95/HR = $95
Small tools saw, hammer drill, misc. = $65

Total = $950

Sincerely

John Senn

111-25
10-18-11

INDEX OF TABULATIONS

Tabulation	Tabulation Title	Sheet No.
C Sheets		
100-1C	ESTIMATED PROJECT QUANTITIES (UP TO A 5 DIVISION PROJECT)	C.1 - C.2
100-1D	PROJECT DESCRIPTION	C.1
100-4A	ESTIMATE REFERENCE INFORMATION	C.2 - C.3
100-10	FLOATING SILT CURTAINS	C.6
100-19	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	C.6
100-24	PCC PAVEMENT	C.7
100-36	OPEN-THROAT CURB INTAKE SEDIMENT FILTER	C.6
100-37	GRATE INTAKE SEDIMENT FILTER BAG	C.6
105-4	STANDARD ROAD PLANS	C.6
110-12	POLLUTION PREVENTION PLAN	C.4 - C.4
111-25	INDEX OF TABULATIONS	C.6
108-16	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	C.6
108-22	PAVEMENT MARKING LINE TYPES	C.7
190-51	MATERIALS FOR TYPE 'A' SIGNS	C.7

105-4
10-18-11

STANDARD ROAD PLANS

The following Standard Road Plans apply to construction work on this project.

Number	Date	Title
DR-121	10-17-17	Connected Pipe Joints
EC-202	10-21-14	Floating Silt Curtain
EC-204	10-19-21	Perimeter and Slope Sediment Control Devices
EC-303	10-19-21	Stabilized Construction Entrance
EC-602	04-21-20	Open-Throat Curb Intake Sediment Filter
LI-103	04-20-21	Conduit and Precast Handholes
LI-201	04-18-17	Light Pole Foundation
MI-220	10-20-15	Detectable Warnings and Pedestrian Ramp
PM-110	04-21-20	Line Types
PV-101	04-21-20	Joints
PV-103	04-21-20	Manhole Boxouts in PCC Pavement
SI-101	04-19-16	Locations - Type 'A' Signs
SI-131	10-18-16	Installation - Type 'A' Signs
SW-101	04-17-18	Trench Bedding and Backfill Zones
SW-102	04-20-21	Rigid Gravity Pipe Trench Bedding
SW-301	04-20-21	Circular Sanitary Sewer Manhole
SW-401	04-20-21	Circular Storm Sewer Manhole
SW-507	04-21-20	Single Open-Throat Intake, Small Box
TC-1	10-15-19	Work Not Affecting Traffic (Two-Lane or Multi-Lane)
TC-202	10-19-21	Work Within 15 ft of Traveled Way
TC-211	10-15-19	Lane Closure on Low Volume Roadway
TC-228	10-16-18	Lane Closure Involving TWLTL
TC-601	10-15-19	Pedestrian Detour

108-16
10-19-10

COMBINED CONCRETE SIDEWALK AND RETAINING WALL

See MI-221

Location			Retaining Wall			Sidewalk		Concrete			
Station to Station		Side	Type	Height, H	Thickness	Width, W	Thickness	Retaining Wall	Sidewalk & Footing	Porous Backfill	Reinforcing Steel
				FT	FT	FT	FT	CY	CY	CY	LB
100+18.45	101+00.00		B	0 to 4	0.7	11.0	1.0	4.0	42.0	2.0	2360
101+00.00	103+85.00		B	4.0	0.7	11.0	1.0	28.1	146.9	7.0	9177
103+85.00	104+08.70		B	4 to 0	0.7	11.0	1.0	1.2	12.2	0.6	697
								33.3	201.1	9.6	12234

100-19
04-19-16

PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE

Possible Standards: EC-204

Location			Length of Installation			Remarks
Begin Station	End Station	Side	9 inch Dia	12 inch Dia	20 inch Dia	
			LF	LF	LF	
300+35	302+35	RT		200.0		
100+00	104+00	LT		445.0		
104+00	105+90	RT		190.0		

100-36
10-16-18

OPEN-THROAT CURB INTAKE SEDIMENT FILTER

Possible Standard: EC-602

Location Station	Side	Installation	Maintenance	Removal	Remarks
		LF	EACH	EACH	
River Rd		20.0	2	2	
Old River Rd		40.0	4	4	

100-37
04-18-17

GRATE INTAKE SEDIMENT FILTER BAG

Possible Detail: 570-7

Location Station	Side	Installation	Maintenance	Removal	Remarks
		EACH	EACH	EACH	
Marina Parkin		5	5	5	

100-10
10-21-14

FLOATING SILT CURTAINS

Refer to EC-202

Station	Hanging	Containment	Clean-out (Containment)	Maintenance of Floating Silt Curtain	Remarks
	LF	LF	LF	LF	
1004+14	250.0	250.0	500.0	250.0	

PROPOSED DOCKING AREA

EXISTING
GATEWELL

MANATT'S

0 30
FEET

12" WADDLES
INLET PROTECTION EC-602
MANHOLE PROTECTION
FLOATING SILT CURTAIN EC-202
URBAN SEEDING

MARINA SITE TRAILS
EROSION CONTROL

C	ENGLISH	IOWA DOT	DESIGN TEAM AECOM	BLACK HAWK COUNTY	PROJECT NUMBER	TAP-U-8155(768)--8I-07	SHEET NUMBER RR.2

8:25:56 AM 8/13/2021 Abby.Schaefer pw:\\aecom-na-pw.bentley.com:AECOM_DS21_NA_2020\Documents\60608131-Cedar [illegible] 00-CAD GIS\TAP-U-8155(768)--8I-07\02-SHEETS\SHT_Marina_TAP_RR01.sht

Kayak Trail

105+00

104+80

104+60

104+40

REMOVE AND DISPOSE OF
EXISTING HEADWALL. PCC COLLAR
TO EXISTING PIPE PER SW-211

103+44.37

30 LF OF 36" RCP @ 0.25%
LAST THREE JOINTS INCLUDING
APRON SHALL BE TIED.
PIPE JOINT SHALL NOT BE PLACED
DIRECTLY UNDER WALL FOOTING.

FILE NO.	ENGLISH	DESIGN TEAM	COUNTY	PROJECT NUMBER	SHEET NUMBER W.4	REVISED 2/11/22

9:30:36 AM 2/11/2022 anthony.hemaps:\\aecom-na-pw.bentley.com:AECOM_DS21_NA_2020\Documents\60608131-Cedar [illegible]\100-CAD GIS\910_CAD\02-SHEETS\SHT_Kayak_W01.DGN

LODGE CONSTRUCTION INC

PO. BOX 459

CLARKSVILLE, IA 50619

Contact: **JOHN SENN**

Phone: **319-290-5767**

Fax: **319-296-2144**

Job Name: BLACK HAWK 102 CO #1
Date of Bid: DECEMBER LETTING

PLEASE CALL WITH ANY QUESTIONS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	36" RCP	30.00	LF	150.00	4,500.00
2	36" RCP APRON	1.00	EA	4,500.00	4,500.00
3	SW-211 CONCRETE COLLAR	1.00	EA	1,300.00	1,300.00
4	REMOVE AND DISPOSAL OF EXISTING HEADWALL	1.00	EA	950.00	950.00
5	FLOATING SILT CURTAIN	100.00	LF	42.00	4,200.00

GRAND TOTAL **$15,450.00**

NOTES:

ITEM 5 FLOATING SILT CURTAIN INCLUDEDS LODGE CONSTRUCTIONS MARKUP AND OVERHEAD

I HAVE ATTACHED TIEDT'S QUOTE AND COUNTY mATERIALS QUOTE AS SUPPORTING DOCUMENTS.

COUNTY MATERIALS CORPORATION

IOWA CITY

270 IZAAK WALTON ROAD
IOWA CITY, IA 52246
Phone: (319)358-6960
www.countymaterials.com

Quotation

Date:	**2/15/2022**	***Bid Date:***	**12/21/2021**	***Time:***	**10:00 AM**	***Project:***	**073-1085-21**	***Revision:***	**0**

Bid To:	**Lodge Construction Inc**	***Project Name:***	**IA DOT 102**
Contact:	**John Senn**	***Project Address:***	**TAP-U-8155(768)--8I-07**
Phone:	**(319) 277-1006**	***City/State/County:***	**Black Hawk Co IA**
Email:	**bidder@lodgeconstructioninc.com**	***Memo:***	

Quoted By: **Leslie Shalla** ***Cell:*** **(319)371-7815**

Email: **leslie.shalla@countymaterials.com**

Description	UOM	Qty	Unit Price	Extension
ASTM C76 RCP STORM SEWER PIPE				
36" RCP Class III (3) Storm Sewer Pipe 2000D - Non-Gasketed	LF	32.00	$73.78	$2,360.96
Net Price				**$2,360.96**
ASTM C76 STORM SEWER APRONS				
36" RCP Flared End/ Apron 98" Length RF-3	EA	1.00	$1,283.50	$1,283.50
36" Flared End Toe Wall	EA	0.00	$1,258.00	$0.00
36" RCP Flared End Trash Guard HD Galvanized RF-26	EA	1.00	$1,635.00	$1,635.00
Net Price				**$2,918.50**
MISCELLANEOUS PRODUCTS				
8.5" RCP Tied Joint Connector	EA	8.00	$50.00	$400.00
Net Price				**$400.00**
				$5,679.46

Subject to all applicable taxes. Please provide the sales tax exempt certificate with your acceptance of this quotation, when applicable. Product will not be shipped if tax exempt certificate is not received for a tax exempt project.

Quantities indicated are estimates only. Customer is responsible for verification of quoted quantities, sizes, classes of material and conformance with applicable specification (s). Unless specifically noted on quotation, pricing excludes joint testing, admixtures, coatings, tie bolts, gaskets, and televised inspection.

Freight: FOB Jobsite for full loads; truck near as possible to jobsite under own power. Contractor to unload.

A minimum drop charge may apply on less than full truckload quantities.

All returns are subject to a 30% restocking charge. Return Freight charges will also be applied. ALL DESIGN/SPECIALTY ITEMS ARE NON RETURNABLE, NON REFUNDABLE, & REQUIRE A SIGNED ORDER OR PURCHASE ORDER.

County Materials Corporation (CMC) does not guarantee the accuracy of shop drawings or information incorporated into shop drawings. CMC requires customer signature on all shop drawings prior to manufacturing. Upon customer approval of shop drawings, CMC is released from all responsibility for shop drawing errors and/or manufacturing corrections as a result of approved shop drawings. Customer is responsible for all expenses caused by shop drawing inaccuracy including, but not limited to, product replacement. Approval of shop drawings conveys acceptance of the terms, conditions and responsibilities noted herein.

By acceptance, the buyer agrees they will purchase ALL items enumerated herein from CMC in such quantities as are required to complete this project.

This bid also is contingent upon successful negotiations of the terms and conditions of the contract for this project, between County Materials Corporation and the General Contractor / Contractor / Subcontractor / Purchaser.

Payment Terms: This bid is subject to establishing an account or acceptable credit with the Company. All invoices are due and payable by the end of the month following the month of purchase. Invoices not paid when due shall accrue interest at the rate of 1-1/2% per month (18% per annum).

Contract: This proposal when signed by Seller and Buyer constitutes a binding contract and is made for acceptance within thirty (30) days from date hereof unless used for bidding purposes, in which case it is for acceptance within thirty (30) days of the awarding of the contract. No other contract will be signed unless this quotation and its terms and conditions are made a part thereof. If this is not a quotation, If Buyer fails to sign, the terms and conditions of this document shall become binding upon Seller's delivery or commencement of delivery. Any additional terms and conditions proposed by Buyer, whether written or verbal, are rejected and shall be of no force or effect unless expressly consented to in writing by the Seller.

COUNTY MATERIALS CORPORATION

TERMS AND CONDITIONS OF QUOTATION/SALES CONTRACT (Pipe/Structure Terms)

1. CONTRACT TERMS: The buyer listed on the face of this Quotation/Sales Contract ("Buyer") acknowledges, understands, and agrees that, by accepting this Quotation/Sales Contract ("Quotation/Sales Contract"), it shall be bound by the terms and conditions set forth herein ("Terms and Conditions"). Buyer further acknowledges, understands, and agrees that said Terms and Conditions shall be enforceable against Buyer by County Materials Corporation and all of its divisions, subsidiaries, affiliates, privies, assigns, associated or affiliated companies, corporations, partnerships, successors, and insurers, including but not limited to Central Processing Corporation and A-1 Transit Corporation ("Seller"). The sole agreement of the parties shall be made up of (1) this Quotation/Sales Contract, (2) Buyer's credit application, if any, and (3) Seller's order confirmation, if any ("Agreement"). This Agreement is the sole agreement under which Buyer shall purchase goods, materials, services, and/or products ("Products") from Seller, and acceptance of any purchase order from Buyer is hereby made expressly conditional upon Buyer's acceptance of the Agreement. Any different or additional terms or conditions contained in Buyer's acceptance of this Quotation/Sales Contract, whether by purchase order or otherwise, are hereby objected to by Seller and shall have no effect on, and not become part of, the Agreement. Additional terms or changes to the Agreement, and alleged subsequent agreements between the parties, shall not be effective as against the Seller unless signed by an authorized representative of the Seller.

2. CREDIT AND PAYMENT: Buyer agrees to make prompt payment in accordance with the terms hereof, without reference to Buyer's agreement with any other party, and with no right of setoff or retention. If delivery is to be delayed past the delivery date specified in this Agreement, either at the request of Buyer or through no fault of Seller, Buyer shall pay promptly in full for all Products sold hereunder. If Buyer is or becomes insolvent, or is unable to pay its debts as they mature, or files or has filed against it a bankruptcy, insolvency, or similar petition, or if Seller in good faith doubts the ability of the Buyer to pay, Seller may demand cash payment in advance before shipments are made. In the event Buyer fails to make the demanded payment within fifteen (15) days after Seller's demand, Seller may cancel the unperformed portion of the contract, without prejudice to its right to hold Buyer liable for all harm or damages resulting from its failure to pay.

3. INTEREST AND COSTS: Invoices not paid when due shall bear interest at the rate of 1 1/2% per month if not prohibited by law, otherwise at the highest lawful contract rate. Buyer shall be responsible for paying such interest incurred upon demand, together with reasonable costs of collection (including attorneys' fees and expenses) whether or not a lawsuit is commenced.

4. TAXES: Sales, use, excise, or similar taxes arising out of or relating to the sale, delivery, installation, or use of the Products, if any, are not included in the price on the Quotation/Sales Contract except as otherwise specified herein or in a separate written agreement between Buyer and Seller. In the absence of an exemption or resale certificate acceptable to Seller and to the respective taxing authority, all such taxes are the sole responsibility of and shall be paid by Buyer. At any time Seller shall have the right to separately bill Buyer for such taxes which the Seller may have been required to pay and the Buyer shall promptly reimburse the Seller for the entire amount of such taxes.

5. CHANGE ORDERS: Change orders after receipt of Buyer's order may necessitate rescheduling estimated delivery date(s) for Buyer's order. Change orders may result in additional charges for time, labor, and/or materials costs, which shall increase the Buyer's contract price stated in this Quotation/Sales Contract. Buyer understands and acknowledges any change order made by Buyer may delay the delivery date for the Product(s) ordered and Buyer agrees to bear any additional costs arising out of or resulting from any change order made by Buyer, pursuant to the Terms and Conditions herein. Buyer and Seller shall agree on the necessary changes in price and estimated delivery date(s), if any, for any change in scope or additional work before Seller is obligated to proceed with any change requested by Buyer.

6. DELAYS: Buyer shall reimburse Seller for all expenses incurred by Seller which arise out of delays, including, without limitation, delays caused by Buyer, such as failure to timely submit necessary documents, approvals, or information needed by the Seller, the failure to accept delivery on a timely basis, etc. Seller will not be responsible for any delays resulting from a force majeure event, as set out in this Agreement below. Shipments of orders delayed for any reason in whole or in part beyond the control of Seller and beyond one (1) month of the ordered date are subject to an increase based on increased labor and materials costs. Any statements made relating to delivery dates, shipping dates, or production dates are not warranties and do not form part of the basis of the contract. Present lead times are good faith estimates and are not contractual nor are they intended to imply that time is of the essence.

7. DELIVERY TERMS:

(1) All scheduled delivery dates are approximate.

(2) Seller's responsibility for delivery shall cease FOB shipping point or, if Seller agrees to deliver FOB delivery site, at the curbside or street frontage of the address of delivery. If Buyer requires Seller to cross a curb line or enter private property to make delivery on site, Buyer shall be responsible for providing Seller with safe and adequate access to the site, along with a certificate of insurance, and Seller shall not be liable for any damage resulting from delivery of Products on private property or when required to deliver inside a curb line. Seller shall have the right to charge Buyer an additional sum per hour of waiting time due to inaccessibility to the job site or other delay not caused by the Seller.

(3) The driver of the delivery vehicle is empowered to refuse delivery or continue delivery if, in his opinion, the point where the Product is to be delivered is unsafe or is likely to prove dangerous. If the delivery vehicle is required to deliver at any point off a public road, the Buyer will be responsible for any and all damage to vehicles, pipes, manholes, underground utilities or any other property of any sort resulting therefrom and hereby indemnifies the Seller against any and all loss, damage, claims, costs, including legal costs on an indemnity basis or demands which the Seller may incur as a result of such delivery.

(4) Traffic control services shall be provided by the Buyer whenever required for safe delivery, and site access and egress.

(5) In the event that the Buyer requests that any Product be deposited on a street or public highway the Buyer shall be responsible for compliance with any and all city, county, or state regulations and/or permits and for all steps which need to be taken for the protection at all times of persons or property and shall indemnify, defend, and hold harmless the Seller for any and all costs, claims, losses or expenses, including legal costs and fees, which the Seller may incur as a result of such delivery.

(6) Delivery schedules will be mutually agreed upon between Seller and Buyer.

8. FREIGHT ALLOWANCE: When Products are delivered by trucks owned by Seller, any of its affiliates, or by carrier, the purchase price shall increase by an amount equal to the freight allowance. Buyer will pay such increase as part of the purchase price together with any additional costs arising out of delivery.

9. CANCELLATION: In the event the order is cancelled by Buyer prior to delivery, or Buyer otherwise fails to comply with its obligations under the Agreement, Seller shall be entitled to all damages incurred in connection with this order, including without limitation, restocking costs, material procurement costs, administrative costs, lost profits, incidental and consequential damages, and Seller's reasonable attorneys' fees and expenses, if any.

10. BACK CHARGES/DAMAGES. Seller will not permit or accept any back charges for any reason nor will it accept any assessment for damages due to delivery performance unless such charges are authorized in writing by Seller prior to these charges being incurred.

11. PERFORMANCE BONDS: Seller will not pay for, nor allow deductions for, performance bonds.

12. NOTICE OF BID ACCEPTANCE. To assure prompt delivery of the request Product, Buyer must inform Seller of bid acceptance as early as possible along with all pertinent data (taxable authorities, purchase order numbers, etc.) in order to provide Seller with sufficient time to provide the Product ordered by Buyer at the time requested by Buyer.

13. DESIGN OF PRODUCTS: If Buyer is purchasing stock Products from Seller, Seller bears responsibility for designing Products in compliance with the applicable ASTM standard(s) and as described in Seller's sales material. If Buyer is purchasing non-stock Products that must meet certain specifications, then Buyer must provide Seller with specifications sufficient to permit Seller to draft production drawings for the Products in compliance with those specifications; furthermore, Seller has no responsibility for the design or creation of the Product specifications provided by the Buyer and is only responsible for drafting production drawings based on the specifications provided. Buyer understands that that harmful cracking or other damage may occur if the Product specifications are not properly designed.

14. INSTALLATION OF PRODUCTS: Unless otherwise agreed to by Seller as part of the Agreement, Seller shall have no responsibility for the installation, unloading, or maintenance of the Products, it being understood that the Seller's sole responsibility is described on the face hereof, and that harmful cracking or other damage may occur if the Products are not properly installed, unloaded, or maintained.

15. ADVICE: Any installation advice provided verbally or outlined in technical literature provided by Seller and/or its affiliates, including County Materials Corp., is intended as a guide for informational purposes only and are not intended to replace sound engineering practice and judgment and should not be relied upon for that purpose.

16. INSPECTION AND TESTING: All requests for inspections or tests not regularly conducted by the Seller are for the Buyer's account, and must be made by separate agreement as to the nature, extent of, and charges for such inspections or tests.

17. INSPECTION AND REJECTION OF NON-CONFORMING PRODUCTS: (a) Buyer shall inspect all Products within 48 hours of receipt (the "Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies Seller in writing of any non-conforming Products during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. At Seller's request and option, Buyer must provide Seller an opportunity to examine the alleged nonconforming Products without delay or a sample of the alleged non-conforming Products. The Products are in conformity if they do not deviate from the agreed specification at the time of passage of title and risk. (b) If Buyer timely notifies Seller of any non-conforming Products, Seller shall, in its sole discretion, either (i) provide conforming Products to replace any such non-conforming Products, or (ii) repair or remediate the non-conformity, or (iii) credit or refund the purchase price for such non-conforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the non-conforming Products to the location specified by Seller. If Seller exercises its option to provide replacement conforming Products, Seller shall ship conforming Products to Buyer at Buyer's expense and risk of loss after receiving Buyer's shipment of all non-conforming Products. (c) Buyer acknowledges and agrees that the remedies set forth in subsection (b) above are Buyer's exclusive remedies for the delivery of non-conforming Products.

18. LIMITATION OF LIABILITY: SELLER'S LIABILITY ON ANY CLAIM SHALL NOT EXCEED THE AMOUNT INVOICED FOR THE PRODUCTS ACTUALLY RECEIVED BY BUYER for any loss or damage arising out of the supplying of any Product to Buyer, or the sale, operation, or use of the Product, whether such claim is based in contract, warranty, tort (including negligence) or other grounds, with regard to which such claim for loss or damage is made. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, LIQUIDATED, PUNITIVE, OR EXEMPLARY DAMAGES, which could include, but is not limited to, loss of profits or revenue, loss of use of the Product or any associated product, cost of capital, cost of substitute products, cost of facilities or services, downtime costs, or claims by Buyer's customers for such damages, whether such damages arise as a result of breach of contract or warranty, a tort claim (including negligence), or on other grounds. THIS LIMITATION OF LIABILITY AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS LIMITED WARRANTY SET FORTH BELOW FAILS OF ITS ESSENTIAL PURPOSE. The above limitations do not include damages related to personal injury.

EXCLUSIVE LIMITED WARRANTY: Seller warrants that stock Product, to the extent it is manufactured by Seller, shall be free from manufacturing defects in materials and workmanship and meet solely the description and specifications set forth in Section 13 above and conform to (subject to reasonable variance in accordance with normal industry practice) the applicable ASTM standard(s) for a period of thirty (30) days from delivery thereof, and all other warranties are expressly disclaimed as described in the capitalized sentence below. Seller may, in its sole discretion, also rely on any generally accepted industry standards. Seller retains the right, however, to change the dimensions, composition, design, performance, color, and appearance of the Product without liability if, in Seller's judgment, the change is non-material. Seller warrants that non-stock Product manufactured by Seller meet only those specifications and standards provided by Buyer for a period of thirty (30) days from delivery, all other warranties are expressly disclaimed as described in the capitalized sentence below, and Buyer understands that that harmful cracking or other damage may occur if the Product specifications are not properly designed. Seller does not warranty any portion of Product not manufactured by Seller but Seller shall assign to Buyer, upon request, all assignable warranties of Seller's suppliers related to such Products. Acceptance by Buyer of the Product constitutes confirmation that the Product meets the description set forth above. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER EXPRESS OR IMPLIED BY LAW, INCLUDING THE UNIFORM COMMERCIAL CODE AS ENACTED IN THE STATE OF WISCONSIN OR ELSEWHERE. This limited warranty only applies if the Product has not been subjected to misuse, negligence, or accident and have not been installed, maintained, altered, or repaired in any manner that, in Seller's sole judgment, adversely affects the condition or operation of the Product. Further, the foregoing limited warranty and the exclusive remedy below run only in favor of the original Buyer and may not be assigned or otherwise transferred.

EXCLUSIVE REMEDY: For any loss or damage arising out of supplying Product to Buyer, or the sale, operation, or use of the Product-whether such claim is based in contract, warranty, tort (including negligence) or other grounds- BUYER'S EXCLUSIVE REMEDY IS LIMITED, at Seller's sole discretion, to either: (1) refund by Seller of the purchase price for any non-conforming Product sold hereunder; or (2) the repair of non-conforming Product or replacement of any non-conforming Product with new Product in its unfinished state. UNDER THIS EXCLUSIVE REMEDY, BUYER SHALL NOT RECOVER ANY OTHER COSTS FROM SELLER, including but not limited to costs for: return of non-conforming Product, delivery of replacement Product, removal of non-conforming Product, reinstallation of replacement Product (or products purchased to replace any non-conforming Product), and/or any labor charges incurred related to the Product. NO OTHER REMEDY SHALL BE AVAILABLE TO BUYER. ANY CLAIM FOR INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES for lost profits, lost sales, injury to property, or any other incidental or consequential loss IS THEREFORE BARRED PURSUANT TO THE TERMS OF THIS EXCLUSIVE REMEDY. Seller will not be liable for any failure of Product to conform to the Exclusive Limited Warranty above caused by installation or maintenance of the Product, or use of other products/materials in conjunction with the Product that negatively impacts the Product or otherwise do not conform with industry standards. The above limitations do not include damages related to personal injury.

19. CLAIMS: BUYER'S EXCLUSIVE PROCEDURE FOR COMMENCING CLAIMS against Seller after acceptance of the Product shall be as follows: Notice of claims against Seller for breach of warranty or for any other alleged non-conformity of the Product MUST BE GIVEN TO SELLER PROMPTLY UPON

DISCOVERY AND MUST BE SUPPORTED IN WRITING WITHIN SEVEN (7) CALENDAR DAYS AFTER DISCOVERY of the alleged breach or non-conformance to afford Seller an opportunity to investigate such claims promptly and mitigate any potential damages. Failure of Buyer to give such notice SHALL CONSTITUTE A WAIVER BY BUYER of their right to later make such a claim and Buyer shall be barred from the exclusive remedy permitted herein.

20. FAILURE BY SELLER: If at any time prior to delivery, Seller materially fails to fulfill its obligations hereunder or abandons production of the Products without cause, and such failure or abandonment is not corrected or commenced to be corrected within seven (7) days of written notice from Buyer (except for matters which by their nature cannot be corrected within said seven (7) days, in which case it shall be sufficient that Seller commenced to remedy such failure within said period and thereafter diligently proceeds), Buyer may elect to terminate Buyer's continuing obligations under this Agreement. If Buyer elects to terminate the Buyer's obligations hereunder, Buyer shall be entitled to the return of all deposit money paid to Seller in connection with this Agreement. TERMINATION OF THE AGREEMENT AND RETURN OF DEPOSIT MONEY ARE THE BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A FAILURE TO COMPLY OR ABANDONMENT BY SELLER.

21. TITLE AND RISK OF LOSS: For Products delivered by common carrier, Buyer accepts the risk of loss, shortage, destruction, or damage upon delivery of the Products by Seller to the common carrier, and Buyer's sole remedy shall be against the common carrier for any loss, shortage, destruction, or damage to the Products resulting from shipment. For Product delivered by Seller or any of its affiliates, title and all risks of loss, shortage, damage, destruction, delay, etc. with respect to Product shall not pass to Buyer until delivery at the point described on the face of this Quotation/Contract or at such other point as may be designated by Buyer. All claims for loss, shortage, damage, destruction, delay, etc. to the Product delivered shall be made at the time such Product is delivered, and no such claim shall be allowed unless a notation of the loss, shortage, damage, destruction, delay, etc. is made on the delivery receipt for the products to which such claim applies. In no event shall Buyer's rights against Seller for loss, shortage, damage, destruction, delay, etc. exceed Buyer's rights for breach of warranty as set forth above. Buyer shall pay Seller for all expenses incurred in the production and delivery of the Product regardless of delays or Seller's inability to deliver said Product due to circumstances beyond its control. Seller shall retain any and all necessary lien rights allowable for payment on the Product subject to this Agreement until the purchase price plus any additional interest has been paid. Buyer hereby grants Seller a first priority security interest in all products until such time as Seller is paid in full all amounts due and owing under this Agreement.

22. RETURNS: No Products shall be returned to the Seller without its prior written approval of such return and of the terms and conditions relating thereto. Further, Buyer shall return the Products in good and saleable condition and shall pay any costs or charges arising out of such return, including shipping costs and a restocking charge equal to thirty percent (30%) of the purchase price of the returned Products. Non-stock Products (i.e., custom-manufactured Products) are non-returnable.

23. INDEMNITY: Buyer shall defend, indemnify, and hold Seller harmless from any and all third-party losses, damages, claims, penalties, liabilities, and expenses, including reasonable attorneys' fees and expenses of whatever nature and however arising or incurred (including but not limited to Seller's reasonable attorneys' fees and expenses in defending any third-party claims), which arise from Buyer's negligence or from Buyer's improper use (including use of the Product beyond its useful life), installation, possession, operation, maintenance, storage, or handling of the Products and which give rise to any claim against the Seller by the Buyer or a third party.

24. FORCE MAJEURE. Seller shall not be considered in default in the performance of its obligations hereunder if such performance is prevented or delayed, in whole or in part, because of an act of God, shortages or lack of availability of raw materials, vendor or supplier performance, failure of suppliers or subcontracts to satisfactorily meet scheduled deliveries, equipment or facility failures, war, blockade, embargo, hostilities, revolution, terrorism, riots, civil commotion or insurrection, strike or lockout, labor dispute or other labor disturbance, slowdowns, epidemic or prevalent disease or illness with an actual or probable threat to human life, quarantine/travel restriction, fire, wind, earthquake or flood, theft or vandalism, severe weather, traffic delays, delays of third parties, government shutdown, or because of any law, order, proclamation, regulation or ordinance of any government, or for any other cause, whether similar or dissimilar to those enumerated, beyond the reasonable control of Seller.

25. ACTIONS: No action for the enforcement of the remedies set forth herein shall be commenced more than one year after the cause of action accrued for the enforcement of such remedies.

26. VENUE AND CHOICE OF LAW: Any action arising out of or related to the transactions contemplated by this Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of laws provisions wherever contained. The parties agree that any litigation shall be conducted exclusively in the Circuit Court for Marathon County without a jury, and the parties hereby consent to such jurisdiction and waive any personal jurisdiction or venue objections (including forum non conveniens) to such forum.

27. SEVERABILITY AND WAIVER: If any section or part of a section hereof is found to be unenforceable, then the remainder shall continue in full force and effect as if the unenforceable section or part thereof did not exist. Any delay or failure in the exercise of a right by Seller shall not be deemed a waiver thereof, and any agreement (express or implied) in an earlier instance not to exercise a right shall not be deemed a waiver in any subsequent instance.

28. CLERICAL ERRORS: Seller reserves the right to correct clerical errors or similar errors relating to price or any other terms shown in this Quotation/Sales Contract.

29. SIGNATURE: Either party may evidence execution of this Quotation/Sales Contract by facsimile or copy signature. Such signature shall be binding on said party and shall have the same force and effect as an original signature. This Quotation/Sales Contract further may be signed in counterparts, each of which shall be part of this Agreement.

30. CAUTION: Freshly mixed concrete or mortar may cause skin irritation or chemical burns. Avoid direct contact where possible and wash exposed skin areas promptly with water. Sawing or grinding of concrete products may result in the release of dust particles which could cause minor eye or nose irritation if proper protective equipment is not in place. The use of a NIOSH approved respirator and tight fitting goggles is recommended when sawing or grinding concrete products.

REV: 01/06/22

Seller: County Materials Corporation

Buyer: Lodge Construction Inc

Leslie Shalla SalesRep

Print Name & Title: Authorized Rep. For County Materials Corp.

Leslie Shalla 2/15/2022

Signature Date

John Senn

Print Name & Title: Authorized Rep. For Buyer

Signature Date

Subject to Attached Terms & Conditions

Signature by Buyer acknowledges acceptance of the terms and conditions attached.

TIEDT NURSERY, LTD.
2419 E. BREMER AVENUE
WAVERLY, IOWA 50677
PHONE (319) 352-0418 FAX (319) 352-0400

DATE: 2/7/2022

BID ORDER 102
PROJECT TAP-U-8155(768)--8I-07
COUNTY Black Hawk

100% will apply to TSB/DBE goal.

QTY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
1	Floating Silt Curtain	LF	$38.00	$38.00

Floating Silt Curtains Are Manufactured In 50 Foot Sections.

CITY OF WATERLOO

Council Communication

Motion to approve Change Order No. 6 from Woodruff Construction of Madison, Wisconsin, for a net increase of $75,019.00, in conjunction with the FY 2020 Wastewater Treatment Plant Biosolids Modifications Project, Contract No. 994, and authorizing the Mayor to execute said document.

City Council Meeting: 3/21/2022
Prepared: 3/1/2022

ATTACHMENTS:

Description	Type
Change Order No. 6	Backup Material
Change Order No. 6 Strand Cover Letter	Backup Material
Change Order No 6 Enclosures	Backup Material
Memo to Mayor and Council	Backup Material

SUBJECT:	Motion to approve Change Order No. 6 from Woodruff Construction of Madison, Wisconsin, for a net increase of $75,019.00, in conjunction with the FY 2020 Wastewater Treatment Plant Biosolids Modifications Project, Contract No. 994, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Brian Bowman Treatment Operations Supervisor
Recommended Action:	Approve Change Order No 6 for Woodruff Construction Contract 994 for increase of $75,019.11

Expenditure Required/Source of Funds: Sewer funds/ $75,019.11

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608-251-4843

February 25, 2022

CHANGE ORDER NO. 6

PROJECT:	FY. 2020 Wastewater Treatment Biosolids Modifications Project
OWNER:	City of Waterloo, Iowa
CONTRACT:	City Contract No. 994
CONTRACTOR:	Woodruff Construction, LLC

Description of Change

6a	Modify the controls for the macerators in Structure 190 to add reversing functionality in accordance with the enclosed cost proposal dated November 29, 2021.	ADD	$2,164.00
6b	Modify the elevation of the centrate piping in Structure 330 and provide custom drains for Biosolids Conveyors Nos. 1 and 2 in accordance with the enclosed Cost Proposal Request (CPR) 018 dated December 6, 2021, and cost proposal dated December 15, 2021. This change results in an extension of 29 days to the Substantial and Final Completion milestones for the project.	ADD	$30,855.00
6c	Eliminate painting of the new 8-inch Hot Water Supply (HWS) pipe installed in Structure 310.	(DEDUCT)	($400.00)
6d	Modify the existing potable water line in Structure 330 to avoid conflict with new bridge crane in accordance with the enclosed cost proposal dated January 12, 2022.	ADD	$5,433.00
6e	Provide an alternative painting system for the bar and joist deck in the Dewatering Room 33001 in accordance with the enclosed cost proposal dated January 26, 2022.	ADD	$19,116.00
6f	Provide one 4-inch pressure reducing valve on the water line serving the polymer makeup units and remove two installed 2-inch pressure reducing valves in accordance with the enclosed cost proposal dated January 31, 2022.	ADD	$8,458.00
6g	Provide CIP piping and solenoid valves for the Centrifuges in Structure 330 in accordance with the enclosed cost proposal dated November 1, 2021.	ADD	$9,393.11
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	$75,019.11

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Contract Price Adjustment

Original Contract Price	$16,587,300.00
Previous Change Order Adjustments	$134,301.10
Adjustment in Contract Price this Change Order	$75,019.11
Current Contract Price including this Change Order	16,796,620.21

Contract Substantial Completion Date Adjustment

Original Contract Substantial Completion Date	January 2, 2022
Contract Substantial Completion Date Adjustments due to previous Change Orders	84 Days
Contract Substantial Completion Date Adjustments due to this Change Order	29 Days
Current Substantial Contract Completion Dates including all Change Orders	April 25, 2022

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	March 3, 2022
Contract Final Completion Date Adjustments due to previous Change Orders	84 Days
Contract Final Completion Date Adjustments due to this Change Order	29 Days
Current Final Contract Completion Dates including all Change Orders	June 24, 2022

This document shall become a supplement to the Contract and all provisions will apply hereto.

LICENSED PROFESSIONAL ENGINEER
RANDALL A. WIRTZ
16137
IOWA

RECOMMENDED

ENGINEER–Strand Associates, Inc.® — Date: 2/25/2022

APPROVED

CONTRACTOR–Woodruff Construction, LLC — Date: 2/28/22

APPROVED

OWNER–City of Waterloo, Iowa — Date

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Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843

February 28, 2022

Mr. Brian Bowman
City of Waterloo
3505 Easton Avenue
Waterloo, IA 50702

Re: F.Y. 2020 Wastewater Treatment Plant Biosolids Modifications Project
Contract No. 994
City of Waterloo, Iowa (City)

Dear Brian,

Change Order No. 6 for the Contract with Woodruff Construction related to the above-referenced project is enclosed. This change order captures several modifications to the original Contract resulting in an addition of $75,019.11 to the Contract price. In addition, this change order also results in a change to the completion date of the project due to work affecting the critical path for the project completion.

As of Woodruff Construction's most recent pay request for the period ending on February 28, 2022, this project is 96 percent complete with 86 percent of the Contract time elapsed. The total value of changes to the original Contract price are summarized in the following table.

Change Order	Amount	
Nos. 1 through 5	ADD	$134,301.10
No. 6	ADD	$75,019.11
Total	**ADD**	**$209,320.21**

The current change in the Contract price is 1.3 percent of the original Contract value.

Please call 608-251-4843 if you have any questions.

Sincerely,

STRAND ASSOCIATES, INC.®

Samuel K. Hocevar

Enclosure

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WOODRUFF CONSTRUCTION

1717 Falls Avenue | Waterloo, IA 50701
Ph: (319) 233-3349 Fax: (319) 233-3369

November 29, 2021

RE: Waterloo F.Y. 2020 Wastewater Treatment Plant Biosolids Modifications

SUBJ: Macerator Control Modifications

To whom it may concern,

The following is our pricing per the enclosed quote from Borger for the Macerator Control Modifications:

Onsite Coordination	=	$270.00
Borger Quote	=	$1,560.00
Mark-up	=	$275.00
Insurance	=	$19.00
Bond	=	$40.00

The total price for the change is an add of $2,164.00.

Sincerely,
WOODRUFF CONSTRUCTION, LLC
Nate Goetsch, Project Manager

Rotary Lobe Pumps
Macerating Technology

BÖRGER

Engineered Equipment Solutions
Tysen Streeter
203 E. Main St
State Center, IA 50247
USA

Quotation

No.: 30024122
Date: 09/27/2021

RFQ Reference	: 15410291 control mods	**Outside Sales**	: Scott Mulinix
RFQ Date	: 16:40 09/27/2021	**E-Mail**	: smu@boerger.com
Recipient	: Tysen Streeter	**Phone**	: 612-435-7327
E-Mail	: nateg@woodruff.build		
Phone	(319) 800-9744	**Inside Sales**	: Kelly Barnes
		E-Mail	: kba@boerger.com
Customer No.	: 101030	**Phone**	: 612-435-7337
Payment Terms	: Net 30	**Fax**	: 612-435-7301
Std. Delivery ARO	: 3 Week(s) Inquire For Faster Delivery	**Prepared By**	: KJBFJJ
Shipping Type	: Service to Deliver and Install	**Price Firm Until**	: 12/19/2021
Terms of Delivery	: FOB Minneapolis, MN /FOB		

Line	Part / Label	Quantity
1.00	1500000007 Service/Maintenance	1

Quote for on-site modification of three (3) existing grinder control panels for Woodruff Construction - Waterloo, IA WWTP Boerger Model P300 Multichoppers, serial numbers #10005048, #10005049, and #10013744.

Modifications and supporting documents to add automatic timed forward/reverse functionality with user-adjustable time interval and ability to turn the forward/reverse function on and off.

Work to take place at:
Waterloo WWTP
3505 Easton Avenue
Waterloo, IA 50702

Pricing is one-time flat rate, for service to occur in one single day on site, schedule TBD and coordinated as directed by EES. Boerger main contact: Kelly Barnes, 612-435-7337, kba@boerger.com. KB
.

Net Value	$ 1,560.00
Total Amount (USD)	**$ 1,560.00**

- Optional Item(s) not Included -

Cost Proposal Request
F.Y. 2020 Wastewater Treatment Plan Biosolids Modifications Project
City of Waterloo, Iowa
Contract No. 994
December 6, 2021

COST PROPOSAL NO.: 018

TO: Woodruff Construction, LLC
ISSUED BY: Sam Hocevar/Bradley Lake

DISTRIBUTION

Nate Goetsch	Woodruff Construction, LLC
Brian Bowman	City of Waterloo
Robert Fortune, Troy Larson	Strand Associates, Inc.®

Please submit an itemized quotation for changes in the Contract Price and Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTIVE TO PROCEED WITH THE WORK DESCRIBED HEREIN.

DESCRIPTIONS AFFECTING THE DRAWINGS

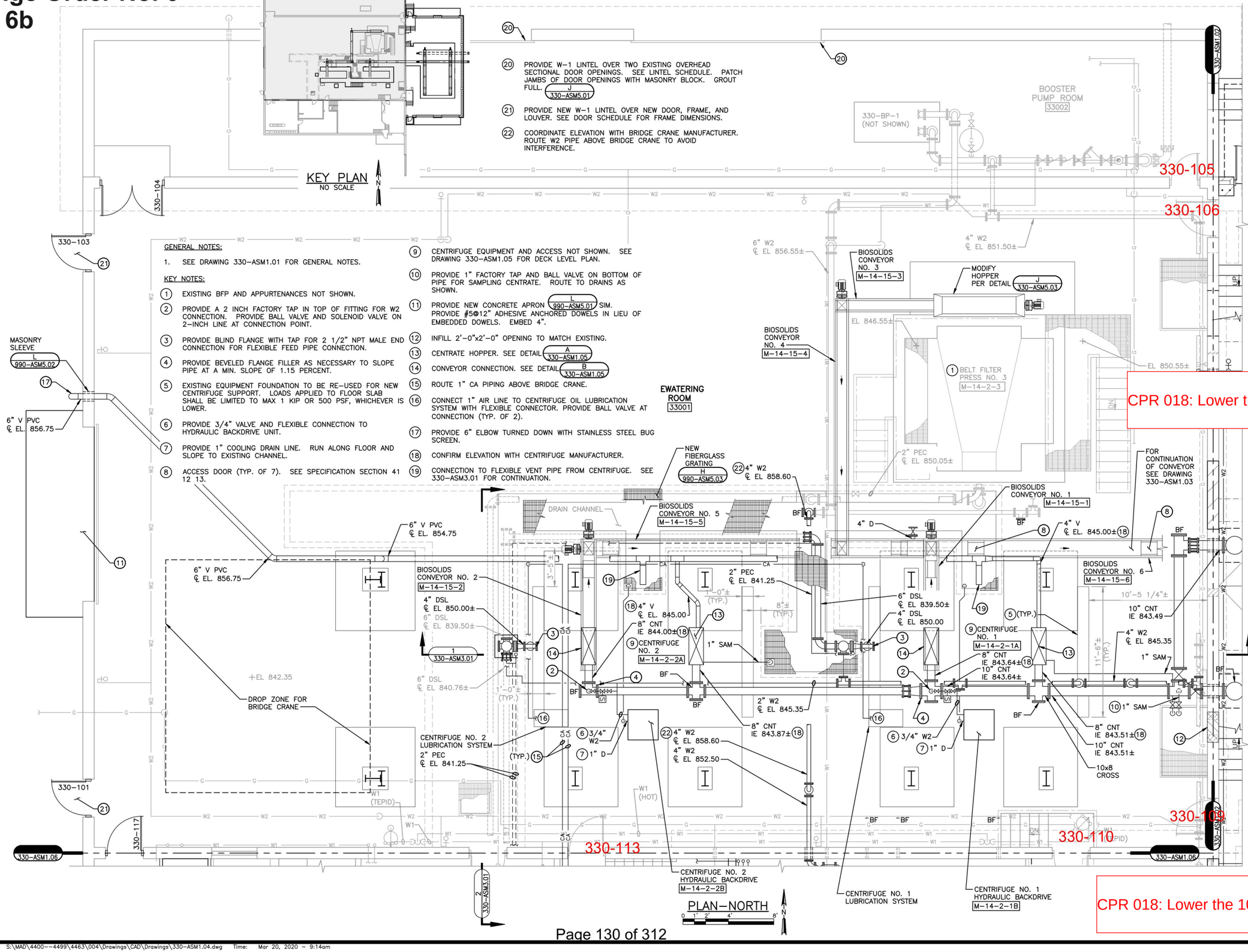
Drawings 330-ASM1.04 and 330-ASM3.01

017-01 LOWER the 10" CENT pipe where it passes through the concrete block wall in two locations as shown on the attached Strand drawing. Reduce the length of the 12" CENT vertical pipe within the Truck Bay in two locations in order to accommodate these two lower invert elevations (IE).

Slope the 10" and 8" CENT pipe at the invert elevations shown on the attached drawings. Provide a custom-made drain fitting to be installed on the end of Biosolids Conveyor No. 1 and No. 2 as generally shown on the two attached drawings. Contractor shall confirm the IE and design of these custom-made drain fittings to achieve the IE's of the CENT piping and avoid moving the CENT piping from it's location below the new centrifuge platform.

Contractor shall connect the centrate drop troughs on the two Centrifuges to connect to the CENT piping at the new IEs shown.

Change Order No. 6
Item 6b



GENERAL NOTES:

1. SEE DRAWING 330-ASM1.01 FOR GENERAL NOTES.

KEY NOTES:

1. EXISTING BFP AND APPURTENANCES NOT SHOWN.
2. PROVIDE A 2 INCH FACTORY TAP IN TOP OF FITTING FOR W2 CONNECTION. PROVIDE BALL VALVE AND SOLENOID VALVE ON 2-INCH LINE AT CONNECTION POINT.
3. PROVIDE BLIND FLANGE WITH TAP FOR 2 1/2" NPT MALE END CONNECTION FOR FLEXIBLE FEED PIPE CONNECTION.
4. PROVIDE BEVELED FLANGE FILLER AS NECESSARY TO SLOPE PIPE AT A MIN. SLOPE OF 1.15 PERCENT.
5. EXISTING EQUIPMENT FOUNDATION TO BE RE-USED FOR NEW CENTRIFUGE SUPPORT. LOADS APPLIED TO FLOOR SLAB SHALL BE LIMITED TO MAX 1 KIP OR 500 PSF, WHICHEVER IS LOWER.
6. PROVIDE 3/4" VALVE AND FLEXIBLE CONNECTION TO HYDRAULIC BACKDRIVE UNIT.
7. PROVIDE 1" COOLING DRAIN LINE. RUN ALONG FLOOR AND SLOPE TO EXISTING CHANNEL.
8. ACCESS DOOR (TYP. OF 7). SEE SPECIFICATION SECTION 41 12 13.
9. CENTRIFUGE EQUIPMENT AND ACCESS NOT SHOWN. SEE DRAWING 330-ASM1.05 FOR DECK LEVEL PLAN.
10. PROVIDE 1" FACTORY TAP AND BALL VALVE ON BOTTOM OF PIPE FOR SAMPLING CENTRATE. ROUTE TO DRAINS AS SHOWN.
11. PROVIDE NEW CONCRETE APRON (L 990-ASM5.01) SIM. PROVIDE #5@12" ADHESIVE ANCHORED DOWELS IN LIEU OF EMBEDDED DOWELS. EMBED 4".
12. INFILL 2'-0"x2'-0" OPENING TO MATCH EXISTING.
13. CENTRATE HOPPER. SEE DETAIL (A 330-ASM1.05)
14. CONVEYOR CONNECTION. SEE DETAIL (B 330-ASM1.05)
15. ROUTE 1" CA PIPING ABOVE BRIDGE CRANE.
16. CONNECT 1" AIR LINE TO CENTRIFUGE OIL LUBRICATION SYSTEM WITH FLEXIBLE CONNECTOR. PROVIDE BALL VALVE AT CONNECTION (TYP. OF 2).
17. PROVIDE 6" ELBOW TURNED DOWN WITH STAINLESS STEEL BUG SCREEN.
18. CONFIRM ELEVATION WITH CENTRIFUGE MANUFACTURER.
19. CONNECTION TO FLEXIBLE VENT PIPE FROM CENTRIFUGE. SEE 330-ASM3.01 FOR CONTINUATION.
20. PROVIDE W-1 LINTEL OVER TWO EXISTING OVERHEAD SECTIONAL DOOR OPENINGS. SEE LINTEL SCHEDULE. PATCH JAMBS OF DOOR OPENINGS WITH MASONRY BLOCK. GROUT FULL. (J 330-ASM5.01)
21. PROVIDE NEW W-1 LINTEL OVER NEW DOOR, FRAME, AND LOUVER. SEE DOOR SCHEDULE FOR FRAME DIMENSIONS.
22. COORDINATE ELEVATION WITH BRIDGE CRANE MANUFACTURER. ROUTE W2 PIPE ABOVE BRIDGE CRANE TO AVOID INTERFERENCE.

NO.	REVISIONS	DATE:
1	ISSUED FOR BID	12/16/2019
2	<EMPTY>	
3	CONSTRUCTION DRAWINGS	3/16/2020

DEWATERING BUILDING MODIFICATIONS
EXISTING STRUCTURE
PLAN - NORTH
F.Y. 2020 WASTEWATER TREATMENT PLANT BIOSOLIDS MODIFICATIONS
CITY OF WATERLOO
WATERLOO, IOWA
CITY CONTRACT NO. 994

JOB NO. 4463.004
PROJECT MGR. RANDALL A. WIRTZ

STRAND ASSOCIATES®

SHEET 87
330-ASM1.04

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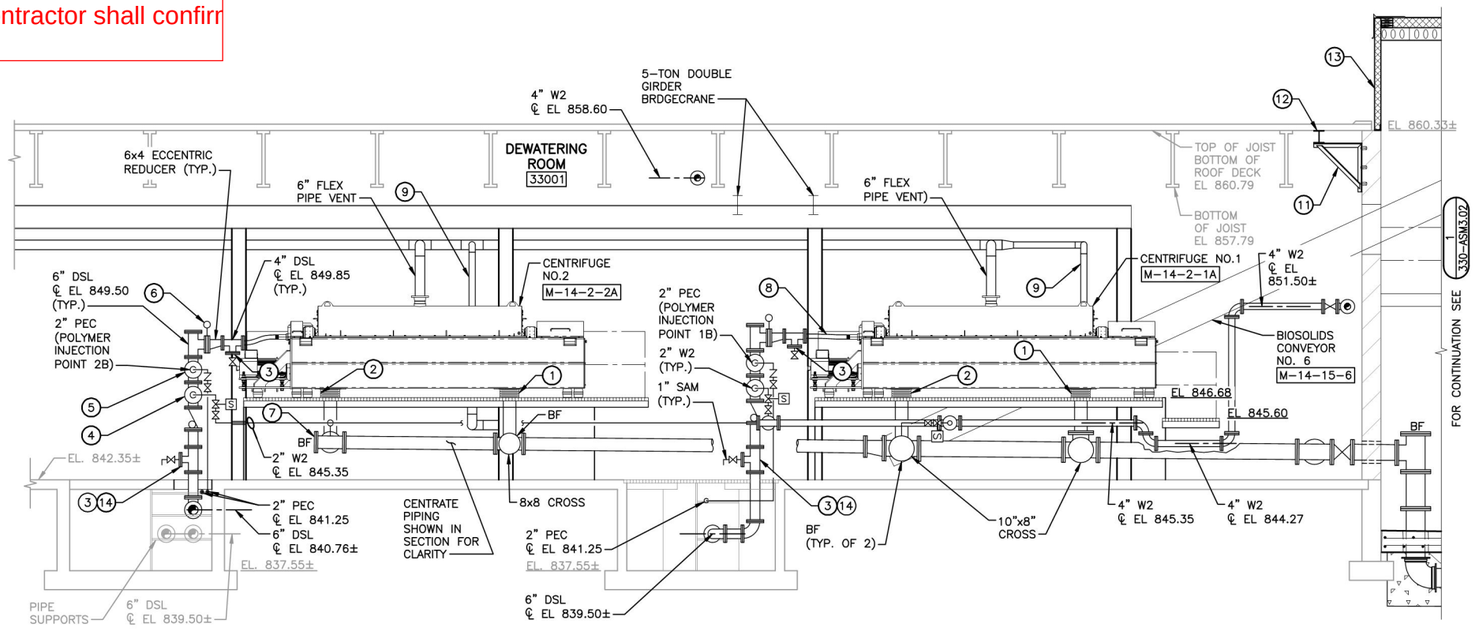
Change Order No. 6
Item

Contractor shall confirr



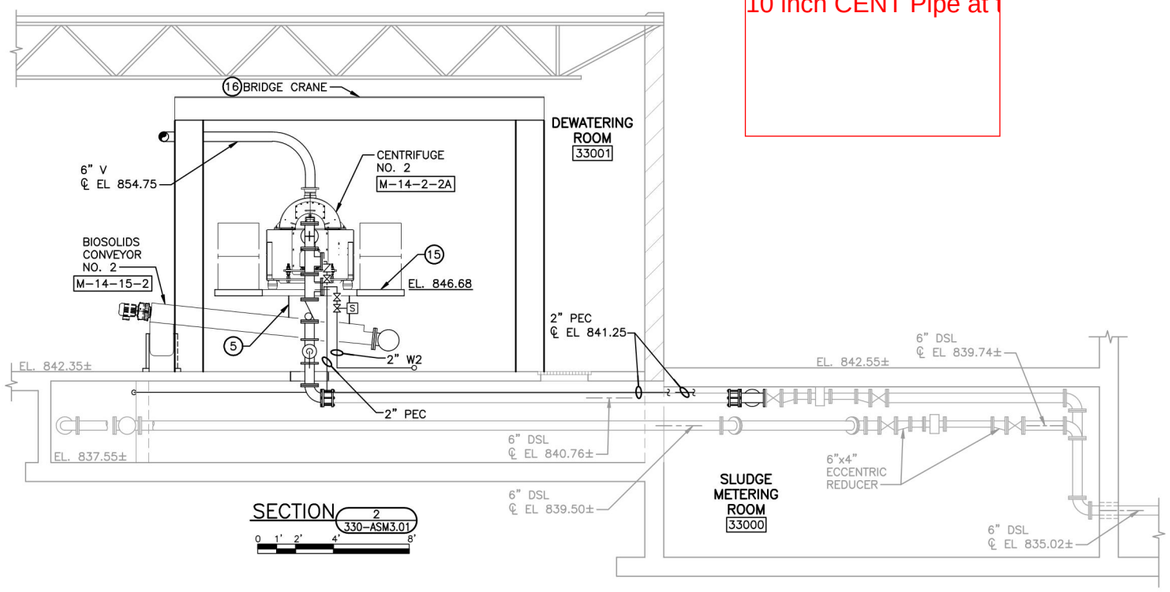
8 inch CENT Pipe at this tee, IE 843

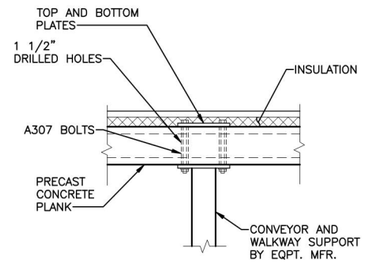
8 inch CENT Pipe at th

10 inch CENT Pipe at t

CPR 018: Lower the 10 inch CI

10 inch CENT Pipe at t



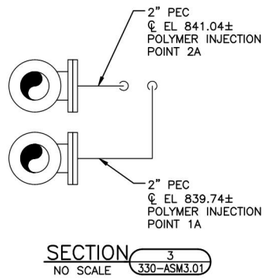


NOTES:

1. PLATE SIZES AND DIMENSIONS AND ANCHOR SIZES BY CONVEYOR AND WALKWAY MANUFACTURER.

A 330-ASM3.01 CONVEYOR/WALKWAY SUPPORT
NO SCALE

CPR 018: Reduce this plain end by plain end s



SECTION 3 330-ASM3.01
NO SCALE

KEY NOTES:

1. CENTRIFUGE EQUIPMENT MANUFACTURER SHALL PROVIDE FLEXIBLE TRANSITION FITTING AND HOPPER FOR TRANSITION TO 8-INCH CENTRATE PIPE (TYP. OF 2).
2. CENTRIFUGE EQUIPMENT MANUFACTURER SHALL PROVIDE AIR TIGHT FLEXIBLE TRANSITION FITTING FROM THE CENTRIFUGE DEWATERED SLUDGE HOPPER TO THE CONVEYOR BELOW (TYP. OF 2).
3. PROVIDE BLIND FLANGE AND 1 INCH SAMPLE TAP AND BALL VALVE FOR SAMPLING CENTRIFUGE FEED SLUDGE (TYP. OF 4).
4. PROVIDE 6x4 TEE WITH BLIND FLANGE WITH 2 INCH TAP FOR W2 CONNECTION (TYP. OF 2).
5. PROVIDE 6x4 TEE WITH BLIND FLANGE AND 2" TAP FOR POLYMER INJECTION PIPING (TYP. OF 2).
6. PROVIDE PRESSURE SENSOR RING AND PRESSURE GAUGE AS SPECIFIED IN DIVISION 40 23 10 (TYP. OF 2).
7. PROVIDE BLIND FLANGE WITH HANDLE WELDED ON TO SERVE AS A CLEANOUT.
8. HOSE TO CENTRIFUGE SHALL BE DOUBLE BRAIDED WITH 316 SS CAM AND GROOVE COUPLING RATED FOR 150 PSI FOR CONNECTION TO CENTRIFUGE EQUIPMENT.
9. CONNECT 4" VENT TO CENTRATE HOPPER VENT WITH FLEXIBLE CONNECTION.
10. 4" CENTRIFUGE COVER VENT FLEXIBLE CONNECTION. FLEX VENT SHALL BE HEAVY DUTY URETHANE DUCT HOSE WITH RAISED STEEL HELIX REINFORCEMENT.
11. ROOF SUPPORT AT 6'-0" O.C. C 330-ASM5.01
12. W8x28. FIELD WELD TO SUPPORTS. PROVIDE 3/8" THICK SHEAR STIFFENERS OVER SUPPORTS.
13. 3" INSULATED METAL PANEL SYSTEM A 330-ASM3.02
14. 6x4 TEE.
15. PLATFORM, HANDRAIL, AND CENTRIFUGE SUPPORTS BY CENTRIFUGE MANUFACTURER.
16. CLEAR DISTANCE FROM FLOOR TO JOIST IS APPROXIMATELY 15'-5". REQUIRED HOOK HEIGHT IS 13.87' AFF.

NO.	REVISIONS	DATE:
1	ISSUED FOR BID	12/16/2019
2	<EMPTY>	
3	CONSTRUCTION DRAWINGS	3/16/2020

DEWATERING BUILDING SECTIONS - 1

F.Y. 2020 WASTEWATER TREATMENT PLANT BIOSOLIDS MODIFICATIONS
CITY OF WATERLOO
WATERLOO, IOWA
CITY CONTRACT NO. 994

JOB NO. 4463.004
PROJECT MGR. RANDALL A. WIRTZ

STRAND ASSOCIATES®

SHEET 92
330-ASM3.01

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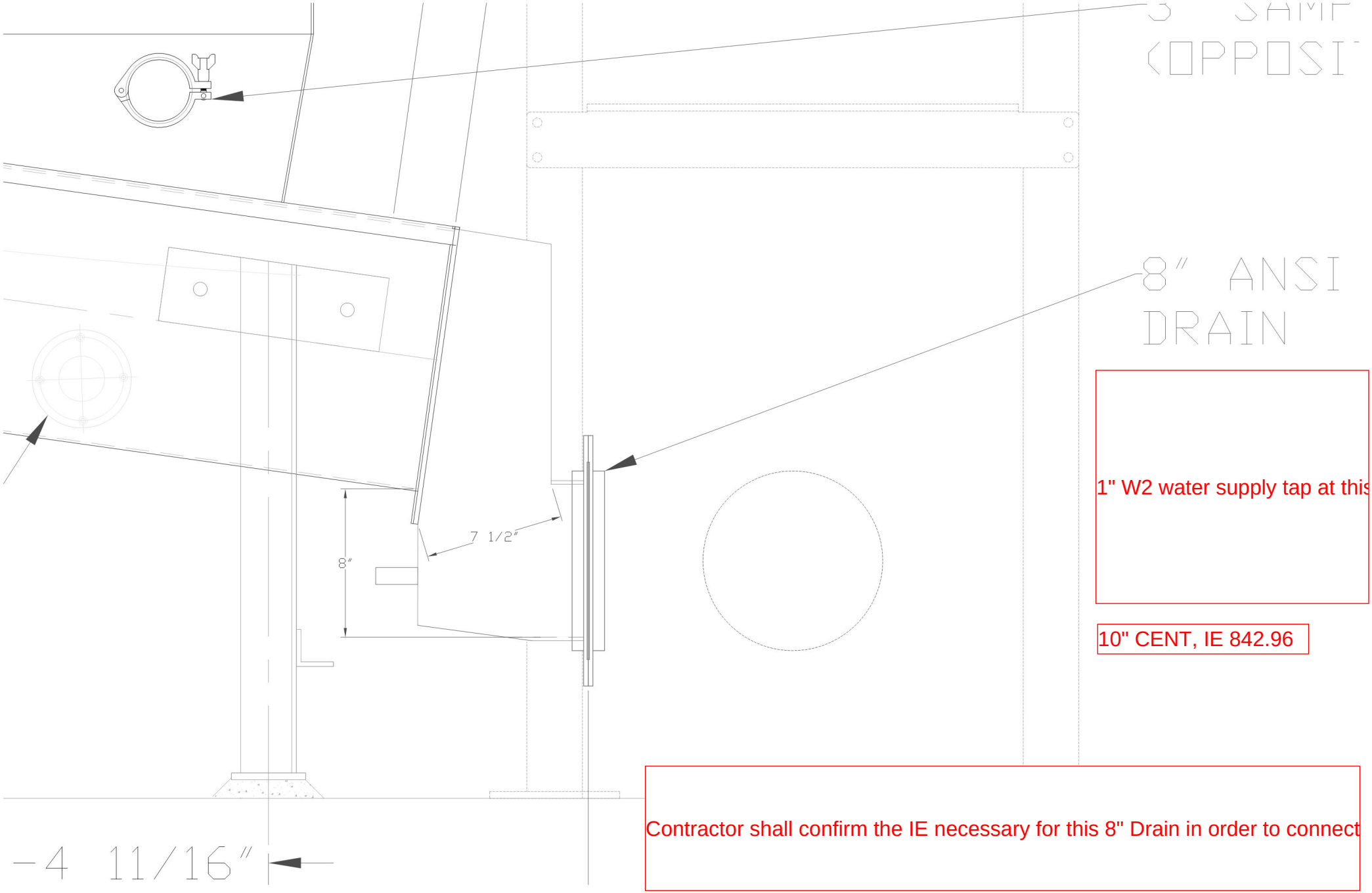
Change Order No. 6
Item 6b

Centrifuge No. 1 - "Slop Sludge" Drain from Biosolids Conveyor No. 1

JDV provided this drawing and confirmed they can provide a custom drain that bolts to the end of their Biosolids Conveyors. JDV suggested tha



1" W2 water supply tap at this

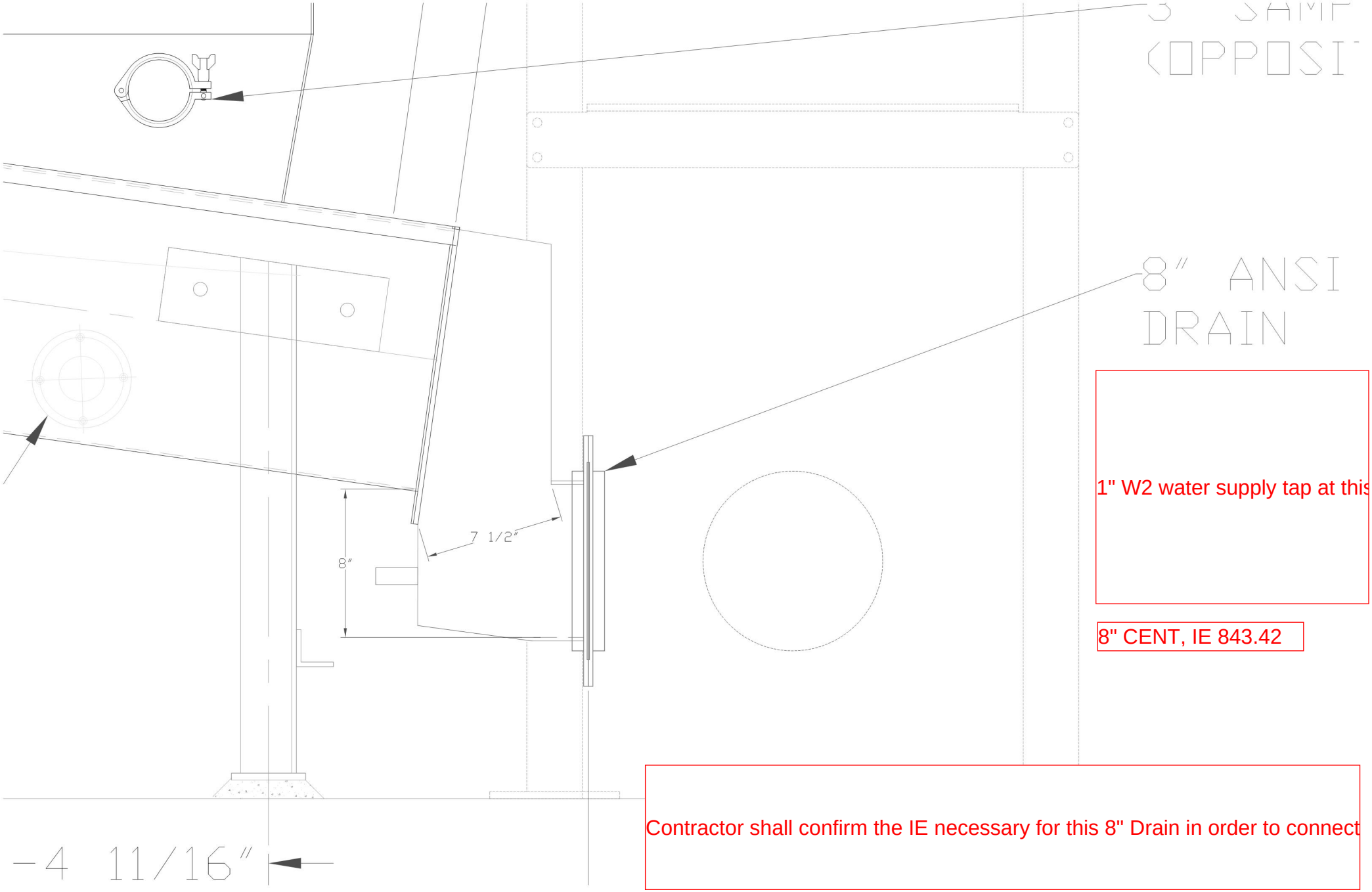
10" CENT, IE 842.96

Contractor shall confirm the IE necessary for this 8" Drain in order to connect

Change Order No. 6
Item 6b

Centrifuge No. 2 - "Slop Sludge" Drain from Biosolids Conveyor No. 2

JDV provided this drawing and confirmed they can provide a custom drain that bolts to the end of their Biosolids Conveyors. JDV suggested tha



1" W2 water supply tap at this

8" CENT, IE 843.42

Contractor shall confirm the IE necessary for this 8" Drain in order to connect

WOODRUFF CONSTRUCTION

1717 Falls Avenue | Waterloo, IA 50701
Ph: (319) 233-3349 Fax: (319) 233-3369

December 15, 2021

RE: Waterloo F.Y. 2020 Wastewater Treatment Plant Biosolids Modifications

SUBJ: Cost Proposal 018: Centrate Drain Piping Modifications

To whom it may concern,

The following is our pricing per request:

Cost Breakdown

Woodruff Supervision/As-builts/Etc (6 hr)	= $720.00
Temporary Measures Implemented During Centrifuge #1 Start-up (16 hr)	= $1,680.00
Site Elevation Verifications (2 hr)	= $210.00
Woodruff Labor (160 hr)	= $16,800.00
Install temporary flex hose to discharge Centrifuge #2	
CMU Wall Demo	
Reduce length 12" CNT in Truck Bay x2	
Install modified drain fitting to Centrifuge #1	
Install the 10" CNT Line along Centrifuge #1 per revised elevations	
Modify W2 Water Supply Tap to Centrifuge #1	
Pressure Test the Modified Pipe Spools for the above	
Grout Fill CMU Patch (No CMU infill Priced)	
Credit for misc field adjustments to achieve the CNT slope per design (4 hr)	= ($420.00)
Loosen anchors for conveyor 1 and pipe supports	
Jack up CNT pipe to adjusted elevations	
Adjust Pipe Supports	
Re-tighten anchors/nuts	
Misc Equipment and Incidental Materials	= $750.00
JDV Quote	= $5,960.00
Paint Affected Wall Area	= $400.00
Subtotal	=$26,100.00
Mark-up	= $3,915.00
Insurance	= $570.00
Bond	= $270.00

The total price for the change is an ADD of $30,855.00.

Qualifications:

- Strand to review and confirm the adjusted elevations prior to fabrications and installations. Woodruff does not take responsibility of the design.
- Pricing is based on Centrifuge #2 start-up prior to modifications to Centrifuge #1. During the start-up of #2 and modifications to #1, CNT is to be drained direct into the spillway, not to the Centrate Tank.
- Any additional start-up/service fees incurred from Centrisys resulting from the CNT design modifications are not taken into consideration at this time.

Time Extension:

• Centrifuge #2 Ready for CNT Installation – Ready for Install 12/21/21	(4 days)
• Change Review Pricing and Approval	1 day
• JDV Shop Drawings/Field Verifications/Review	7 days
• JDV Fabrication	14 days
• JDV Shipping	4 days
• Scope Modifications	7 days
• Time Extension	29 calendar days

Sincerely,
WOODRUFF CONSTRUCTION, LLC

Nate Goetsch, Project Manager

JDV Equipment Corporation
Incorporating Ralph B. Carter Company

PROPOSAL

December 15, 2021

TO:

Woodruff Construction
Nate Goetsch
nateg@woodruff.build

AREA REP:

Engineered Equipment Solutions
Jim Streeter
jim@e-equipmentsolutions.com

For: Waterloo, IA

Subject: JDV Change Order Proposal 001

All,

We are pleased to present the attached response to your request for a proposal.

Thank you for the opportunity!

Respectfully,

Joe Barringer

joe@jdvequipment.com
281.658.1810

JDV Equipment Corporation
1 Princeton Avenue
Dover, NJ 07801

SPECIFICATION SECTION: 41 12 13 – Shaftless Screw Conveyors

We propose to furnish the following JDV Equipment products to existing project #202654.

	Description	Price
	Design, fabricate and provide (2) Two bolted extensions for centrifuge Conveyors #1 & #2 in order to lower conveyor centrate drains for connection to centrate piping. Drain extension complete with flushing connection and washwater deflection plate.	
	TOTAL	**$5,960.00**

NOTE: Customer is responsible for the checking and approval of design of the chutes/hopper and supports, and the mechanical and electrical interface to any and all related equipment and structures. JDV Equipment Corporation is not responsible or accountable for providing systems interface and integration with any other equipment or structures. Customer may be required to modify bolthole locations in flanges, or trim and adjust conveyor lids to complete installation of the equipment.

PAYMENT TERMS:

95% of the gross amount of each invoice thirty (30) days after delivery.
5% of the gross amount upon startup or first beneficial use, whichever comes first, but in no event later than 120 days after shipment.

These terms are completely independent from, and in no way contingent upon when you receive payment from the owner and/or general contractor

FIELD PAINTING:

All touch up and finish painting is not included and is to be done by others in the field. Purchaser has the responsibility for "touching up" all paint mars caused by transport and unloading, as well as providing adequate storage for proper care and protection to primed surfaces.

SERVICE POLICY:

Sale price does not include free maintenance service. Upon request of reasonable notice, we will furnish a field engineer at a rate of $825.00 per normal working day, plus travel time and expenses.

ACCEPTANCE:

This proposal is offered for acceptance within 30 days and subject to change and withdrawal thereafter without notice.

One Princeton Avenue ● Dover, NJ 07801 ● P: 973-366-6556 ● F: 973-366-3193 ● www.JDVEquipment.com

GENERAL CONDITIONS OF SALE

1) Upon failure of PURCHASER to pay purchase price as agreed, JDV Equipment Corporation may retain as liquidated damages all partial payments made on account thereof without prejudice to any other claim for damages suffered by JDV Equipment Corporation for any cause.
2) Statements as to expected date of shipment from factory represents JDV's best judgment but shipment on those dates is not guaranteed. PURCHASER hereby waives all claims to damage caused by delay in shipment or delivery.
3) One (1) year unconditional warranty is included on all items except for motors and reducers, which will be manufacturers standard.
4) Any proposal made by JDV Equipment Corporation as well as any contract between JDV Equipment Corporation and Purchaser are deemed to be executed at Dover, New Jersey and are subject to correction for typographical or mathematical errors.
5) Performance of any contract by JDV Equipment Corporation is contingent upon credit approval, strikes, fires, accidents, war, reduced supply of fuel or raw materials or excessive cost thereof, or other restraints affecting shipments or curtailments in manufacturing or due to delays unavoidable by or beyond the control of JDV Equipment Corporation. JDV Equipment Corporation shall not in any event be liable for indirect special, consequential or liquidated damages or penalties.
6) All equipment ordered by Purchaser for JDV Equipment Corporation shall remain the property of JDV Equipment Corporation until fully paid for in cash. Acceptance of a promissory note or other evidence of debt for any part of price is not to be construed as payment.
7) Purchaser agrees to provide and maintain for the benefit of JDV Equipment Corporation adequate insurance for the equipment herein specified from the time of its receipt until paid for in full and Purchaser agrees to assume all loss over and above that compensated for by such insurance.
8) If Purchaser requests any deviation from method of shipment contemplated by JDV Equipment Corporation, any increase in freight or delivery charges caused thereby shall be paid for in full by Purchaser.
9) Should bankruptcy, receivership or insolvency proceeds be instituted by or against Purchaser or should Purchaser make an assignment in favor of creditors, the unpaid balance of purchase price shall immediately become due and payable at the option of JDV Equipment Corporation. Notwithstanding other arrangements to the contrary, JDV Equipment Corporation shall be free to enter premises where equipment for which JDV Equipment Corporation has not been fully paid may be located, and remove same equipment as its property without prejudice to any further claims on account of damage, which JDV Equipment Corporation may suffer from any cause. The Purchaser agrees to do all acts and things necessary to perfect and maintain above title and right.

10) Purchaser shall procure and pay for all public liability insurance required during the installation of any equipment.
11) JDV Equipment Corporation assumes no responsibility or expense for repairs made on equipment sold by it to Purchaser when such repairs are done outside of JDV Equipment Corporation's factory facilities without its written consent.
12) Any interference with Purchaser's use of the above equipment on the ground that such use constitutes an infringement of any patent shall impose no liability on JDV Equipment Corporation.
13) CANCELLATION or suspension of order will be accepted only upon terms that will indemnify JDV Equipment Corporation against loss.
14) There are no agreements or representations, verbal or otherwise outside of this proposal. Any terms or conditions of Purchaser's order which are inconsistent with this proposal shall not be binding upon JDV Equipment Corporation, and are specifically excluded from any resulting contract, except and only to the extent that they have been agreed to in writing by an officer of JDV Equipment Corporation.
15) Arbitration: Any controversy of claim arising out of or relating to this contract or any breach thereof, shall be settled in accordance with the rules of the American Arbitration Association in Dover, New Jersey.

Submitted this _____day of _____, 20____

JDV EQUIPMENT CORPORATION

_____

Approved this _____day of _____, 20____

By: _____
Name & Title

Accepted this _____day of _____, 20____

_____
Name of Purchaser

by: _____
Name & Title

Address: _____
_____

One Princeton Avenue ● Dover, NJ 07801 ● P: 973-366-6556 ● F: 973-366-3193 ● www.JDVEquipment.com

Cost Proposal Request
F.Y. 2020 Wastewater Treatment Plan Biosolids Modifications Project
City of Waterloo, Iowa
Contract No. 994
December 6, 2021

COST PROPOSAL NO.: 018

TO: Woodruff Construction, LLC
ISSUED BY: Sam Hocevar/Bradley Lake

DISTRIBUTION

Nate Goetsch	Woodruff Construction, LLC
Brian Bowman	City of Waterloo
Robert Fortune, Troy Larson	Strand Associates, Inc.®

Please submit an itemized quotation for changes in the Contract Price and Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTIVE TO PROCEED WITH THE WORK DESCRIBED HEREIN.

DESCRIPTIONS AFFECTING THE DRAWINGS

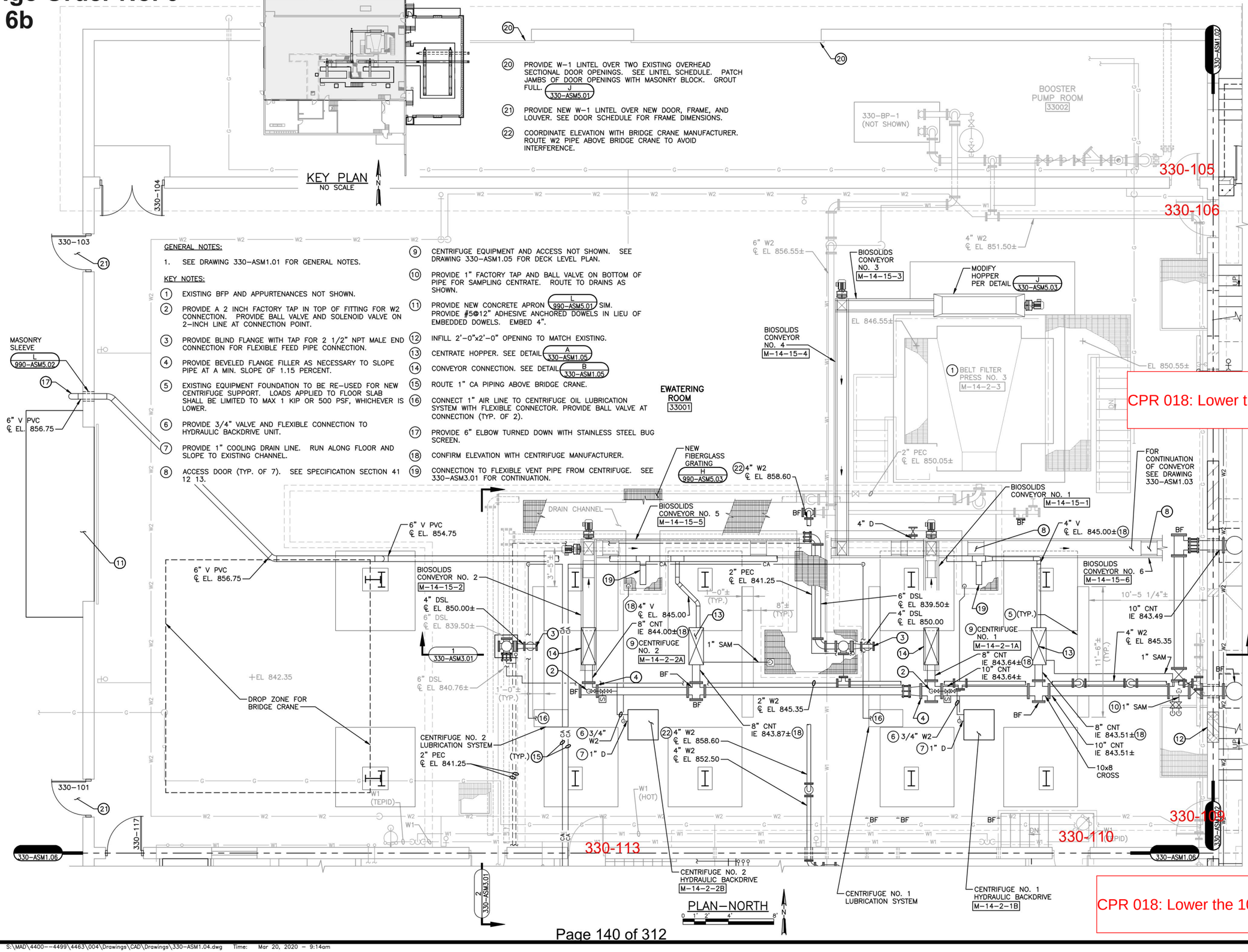
Drawings 330-ASM1.04 and 330-ASM3.01

017-01 LOWER the 10" CENT pipe where it passes through the concrete block wall in two locations as shown on the attached Strand drawing. Reduce the length of the 12" CENT vertical pipe within the Truck Bay in two locations in order to accommodate these two lower invert elevations (IE).

Slope the 10" and 8" CENT pipe at the invert elevations shown on the attached drawings. Provide a custom-made drain fitting to be installed on the end of Biosolids Conveyor No. 1 and No. 2 as generally shown on the two attached drawings. Contractor shall confirm the IE and design of these custom-made drain fittings to achieve the IE's of the CENT piping and avoid moving the CENT piping from it's location below the new centrifuge platform.

Contractor shall connect the centrate drop troughs on the two Centrifuges to connect to the CENT piping at the new IEs shown.

Change Order No. 6
Item 6b



GENERAL NOTES:

1. SEE DRAWING 330–ASM1.01 FOR GENERAL NOTES.

KEY NOTES:

1. EXISTING BFP AND APPURTENANCES NOT SHOWN.
2. PROVIDE A 2 INCH FACTORY TAP IN TOP OF FITTING FOR W2 CONNECTION. PROVIDE BALL VALVE AND SOLENOID VALVE ON 2–INCH LINE AT CONNECTION POINT.
3. PROVIDE BLIND FLANGE WITH TAP FOR 2 1/2" NPT MALE END CONNECTION FOR FLEXIBLE FEED PIPE CONNECTION.
4. PROVIDE BEVELED FLANGE FILLER AS NECESSARY TO SLOPE PIPE AT A MIN. SLOPE OF 1.15 PERCENT.
5. EXISTING EQUIPMENT FOUNDATION TO BE RE–USED FOR NEW CENTRIFUGE SUPPORT. LOADS APPLIED TO FLOOR SLAB SHALL BE LIMITED TO MAX 1 KIP OR 500 PSF, WHICHEVER IS LOWER.
6. PROVIDE 3/4" VALVE AND FLEXIBLE CONNECTION TO HYDRAULIC BACKDRIVE UNIT.
7. PROVIDE 1" COOLING DRAIN LINE. RUN ALONG FLOOR AND SLOPE TO EXISTING CHANNEL.
8. ACCESS DOOR (TYP. OF 7). SEE SPECIFICATION SECTION 41 12 13.
9. CENTRIFUGE EQUIPMENT AND ACCESS NOT SHOWN. SEE DRAWING 330–ASM1.05 FOR DECK LEVEL PLAN.
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11. PROVIDE NEW CONCRETE APRON (L 990–ASM5.01) SIM. PROVIDE #5@12" ADHESIVE ANCHORED DOWELS IN LIEU OF EMBEDDED DOWELS. EMBED 4".
12. INFILL 2'–0"x2'–0" OPENING TO MATCH EXISTING.
13. CENTRATE HOPPER. SEE DETAIL (A 330–ASM1.05)
14. CONVEYOR CONNECTION. SEE DETAIL (B 330–ASM1.05)
15. ROUTE 1" CA PIPING ABOVE BRIDGE CRANE.
16. CONNECT 1" AIR LINE TO CENTRIFUGE OIL LUBRICATION SYSTEM WITH FLEXIBLE CONNECTOR. PROVIDE BALL VALVE AT CONNECTION (TYP. OF 2).
17. PROVIDE 6" ELBOW TURNED DOWN WITH STAINLESS STEEL BUG SCREEN.
18. CONFIRM ELEVATION WITH CENTRIFUGE MANUFACTURER.
19. CONNECTION TO FLEXIBLE VENT PIPE FROM CENTRIFUGE. SEE 330–ASM3.01 FOR CONTINUATION.
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21. PROVIDE NEW W–1 LINTEL OVER NEW DOOR, FRAME, AND LOUVER. SEE DOOR SCHEDULE FOR FRAME DIMENSIONS.
22. COORDINATE ELEVATION WITH BRIDGE CRANE MANUFACTURER. ROUTE W2 PIPE ABOVE BRIDGE CRANE TO AVOID INTERFERENCE.

PLAN–NORTH
0 1' 2' 4' 8'

CPR 018: Lower the 10 inch Cl

CPR 018: R

CPR 018: Lower the 10 inch Cl

NO.	REVISIONS	DATE:
1	ISSUED FOR BID	12/16/2019
2	<EMPTY>	
3	CONSTRUCTION DRAWINGS	3/16/2020

DEWATERING BUILDING EXISTING STRUCTURE PLAN - NORTH MODIFICATIONS
F.Y. 2020 WASTEWATER TREATMENT PLANT BIOSOLIDS MODIFICATIONS
CITY OF WATERLOO
WATERLOO, IOWA
CITY CONTRACT NO. 994

JOB NO. 4463.004
PROJECT MGR. RANDALL A. WIRTZ

STRAND ASSOCIATES®

SHEET 87
330-ASM1.04

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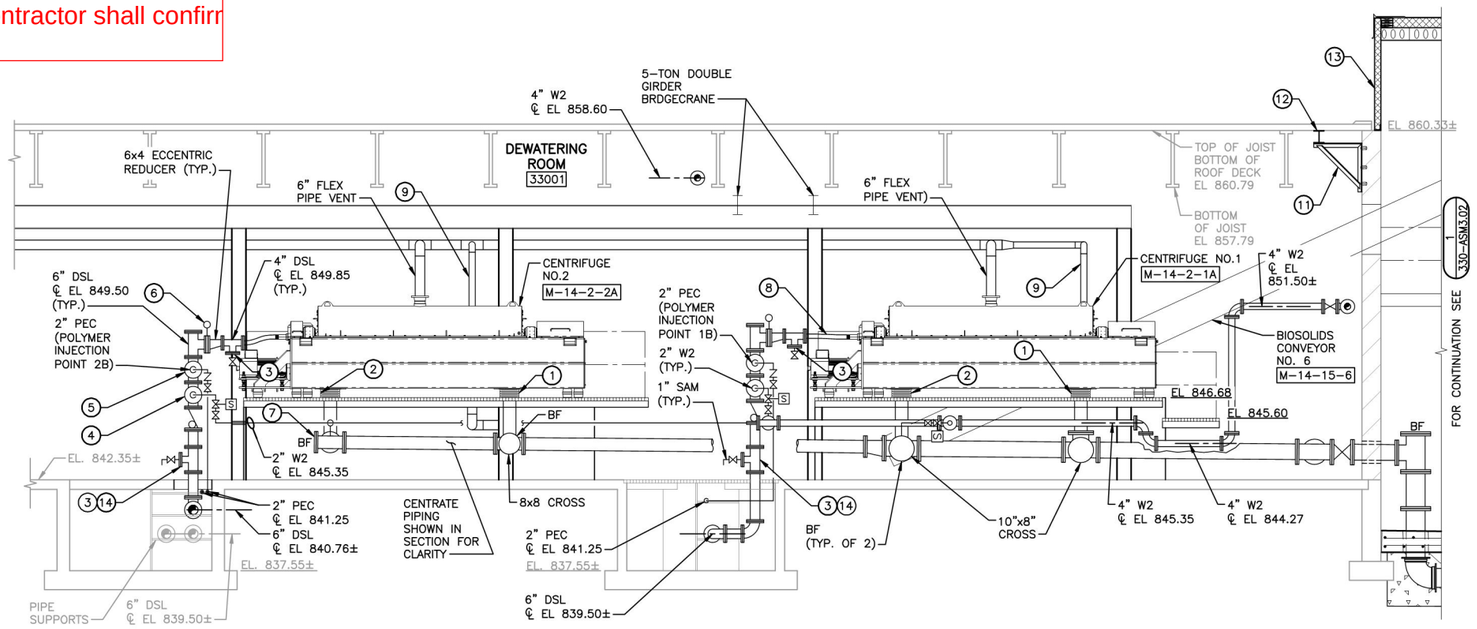
Change Order No. 6
Item

Contractor shall confirr



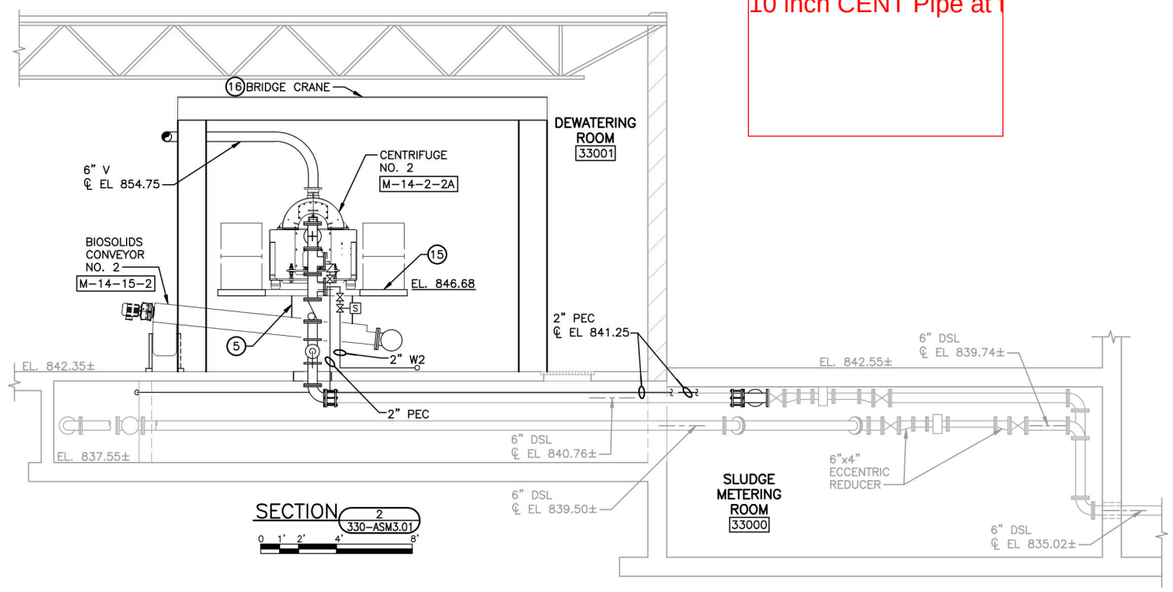
8 inch CENT Pipe at this tee, IE 843

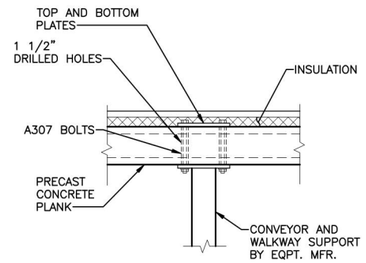
8 inch CENT Pipe at th

10 inch CENT Pipe at t

CPR 018: Lower the 10 inch CI

10 inch CENT Pipe at t





NOTES:

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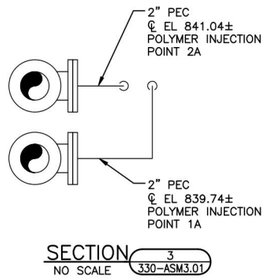
A 330-ASM3.01 CONVEYOR/WALKWAY SUPPORT
NO SCALE

CPR 018: Reduce this plain end by plain end s



SECTION 3 330-ASM3.01
NO SCALE

KEY NOTES:

1. CENTRIFUGE EQUIPMENT MANUFACTURER SHALL PROVIDE FLEXIBLE TRANSITION FITTING AND HOPPER FOR TRANSITION TO 8-INCH CENTRATE PIPE (TYP. OF 2).
2. CENTRIFUGE EQUIPMENT MANUFACTURER SHALL PROVIDE AIR TIGHT FLEXIBLE TRANSITION FITTING FROM THE CENTRIFUGE DEWATERED SLUDGE HOPPER TO THE CONVEYOR BELOW (TYP. OF 2).
3. PROVIDE BLIND FLANGE AND 1 INCH SAMPLE TAP AND BALL VALVE FOR SAMPLING CENTRIFUGE FEED SLUDGE (TYP. OF 4).
4. PROVIDE 6x4 TEE WITH BLIND FLANGE WITH 2 INCH TAP FOR W2 CONNECTION (TYP. OF 2).
5. PROVIDE 6x4 TEE WITH BLIND FLANGE AND 2" TAP FOR POLYMER INJECTION PIPING (TYP. OF 2).
6. PROVIDE PRESSURE SENSOR RING AND PRESSURE GAUGE AS SPECIFIED IN DIVISION 40 23 10 (TYP. OF 2).
7. PROVIDE BLIND FLANGE WITH HANDLE WELDED ON TO SERVE AS A CLEANOUT.
8. HOSE TO CENTRIFUGE SHALL BE DOUBLE BRAIDED WITH 316 SS CAM AND GROOVE COUPLING RATED FOR 150 PSI FOR CONNECTION TO CENTRIFUGE EQUIPMENT.
9. CONNECT 4" VENT TO CENTRATE HOPPER VENT WITH FLEXIBLE CONNECTION.
10. 4" CENTRIFUGE COVER VENT FLEXIBLE CONNECTION. FLEX VENT SHALL BE HEAVY DUTY URETHANE DUCT HOSE WITH RAISED STEEL HELIX REINFORCEMENT.
11. ROOF SUPPORT AT 6'-0" O.C. C 330-ASM5.01
12. W8x28. FIELD WELD TO SUPPORTS. PROVIDE 3/8" THICK SHEAR STIFFENERS OVER SUPPORTS.
13. 3" INSULATED METAL PANEL SYSTEM A 330-ASM3.02
14. 6x4 TEE.
15. PLATFORM, HANDRAIL, AND CENTRIFUGE SUPPORTS BY CENTRIFUGE MANUFACTURER.
16. CLEAR DISTANCE FROM FLOOR TO JOIST IS APPROXIMATELY 15'-5". REQUIRED HOOK HEIGHT IS 13.87' AFF.

NO.	REVISIONS	DATE:
1	ISSUED FOR BID	12/16/2019
2	<EMPTY>	
3	CONSTRUCTION DRAWINGS	3/16/2020

DEWATERING BUILDING SECTIONS - 1

F.Y. 2020 WASTEWATER TREATMENT PLANT BIOSOLIDS MODIFICATIONS
CITY OF WATERLOO
WATERLOO, IOWA
CITY CONTRACT NO. 994

JOB NO. 4463.004
PROJECT MGR. RANDALL A. WIRTZ

STRAND ASSOCIATES®

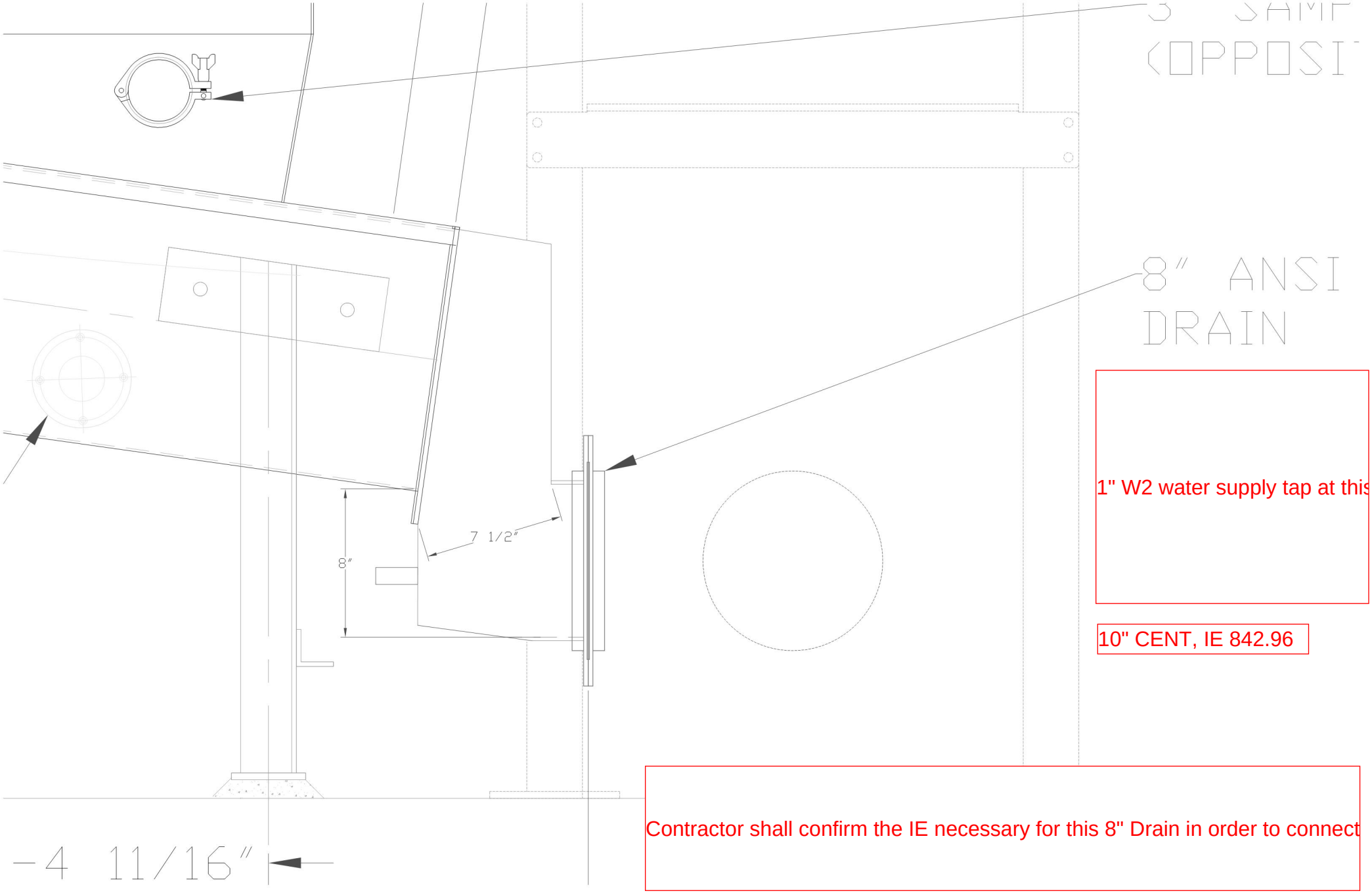
SHEET 92 330-ASM3.01

File: S:\MAD\4400--4499\4463\004\Drawings\CAD\Drawings\330-ASM3.01.dwg Time: Mar 20, 2020 - 9:14am

Change Order No. 6
Item 6b

Centrifuge No. 1 - "Slop Sludge" Drain from Biosolids Conveyor No. 1

JDV provided this drawing and confirmed they can provide a custom drain that bolts to the end of their Biosolids Conveyors. JDV suggested tha



1" W2 water supply tap at this

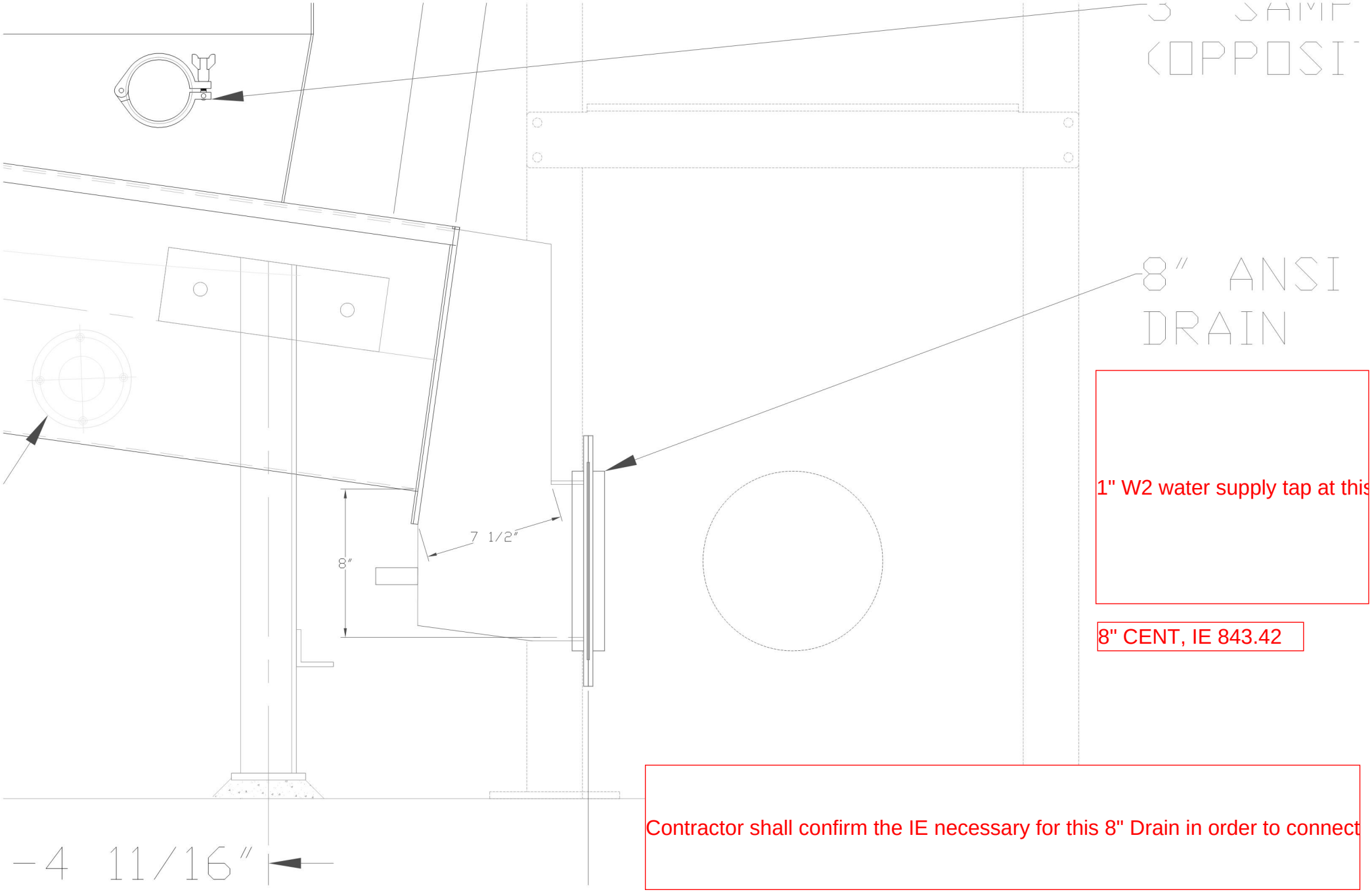
10" CENT, IE 842.96

Contractor shall confirm the IE necessary for this 8" Drain in order to connect

Change Order No. 6
Item 6b

Centrifuge No. 2 - "Slop Sludge" Drain from Biosolids Conveyor No. 2

JDV provided this drawing and confirmed they can provide a custom drain that bolts to the end of their Biosolids Conveyors. JDV suggested tha



1" W2 water supply tap at this

8" CENT, IE 843.42

Contractor shall confirm the IE necessary for this 8" Drain in order to connect

Hocevar, Sam

From: Hocevar, Sam
Sent: Wednesday, January 26, 2022 12:04 PM
To: Nate Goetsch
Cc: Rob Chiappone; Fortune, Robert; Ben Spilde
Subject: RE: External: RE: Waterloo Biosolids: 310 Pipe Insulation

Categories: Waterloo

Nate,

The City will accept the $400 credit.

Thanks,
Sam

From: Nate Goetsch <nateg@woodruff.build>
Sent: Wednesday, January 26, 2022 11:32 AM
To: Hocevar, Sam <Sam.Hocevar@strand.com>
Cc: Rob Chiappone <rob@youngphc.com>; Fortune, Robert <Robert.Fortune@strand.com>; Ben Spilde <bens@woodruff.build>
Subject: RE: External: RE: Waterloo Biosolids: 310 Pipe Insulation

[EXTERNAL EMAIL]: Verify sender before opening links or attachments.

Sam,
I spoke with Corridor Painting about the area of new hot water pipe that gets insulated and they suggested I offer a credit of $400 as it is a small qty. Can you check if this would be of interest to the owner and let us know ASAP? If it is not, I want to get this pipe painted so we can move forward with insulation.
Thank you,

Nate Goetsch | Project Manager
Woodruff Construction
Office: (319) 233-3349
Cell: (319) 800-9744



www.woodruff.build

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From: Hocevar, Sam <Sam.Hocevar@strand.com>
Sent: Thursday, January 13, 2022 3:51 PM
To: Nate Goetsch <nateg@woodruff.build>
Cc: Rob Chiappone <rob@youngphc.com>; Fortune, Robert <Robert.Fortune@strand.com>; Ben Spilde <bens@woodruff.build>
Subject: External: RE: Waterloo Biosolids: 310 Pipe Insulation

Nate,

The City would be open to eliminating the painting of the hot water loop piping provided there is a credit to eliminate the painting. Let me know if you need me to provide a CPR or if this email is sufficient for you to provide the credit.

Sam

Sam Hocevar, P.E.
Strand Associates, Inc.®
608.251.4843 ext. 1213
sam.hocevar@strand.com | www.strand.com
P.E. (IL, WI)

Excellence in Engineering℠

From: Hocevar, Sam
Sent: Thursday, January 13, 2022 1:49 PM
To: Nate Goetsch <nateg@woodruff.build>
Cc: Rob Chiappone <rob@youngphc.com>; Fortune, Robert <Robert.Fortune@strand.com>; Ben Spilde <bens@woodruff.build>
Subject: RE: Waterloo Biosolids: 310 Pipe Insulation

Nate,

I'll have to review this with the City - I thought we had agreed that the new pipe installed as part of the project would be painted. I've got a call in to Brian and will let you know more once I've talked with him. If eliminated, we would expect to see a credit for the paint.

Sam

From: Nate Goetsch <nateg@woodruff.build>
Sent: Thursday, January 13, 2022 1:34 PM
To: Hocevar, Sam <Sam.Hocevar@strand.com>
Cc: Rob Chiappone <rob@youngphc.com>; Fortune, Robert <Robert.Fortune@strand.com>; Ben Spilde <bens@woodruff.build>
Subject: Waterloo Biosolids: 310 Pipe Insulation

[EXTERNAL EMAIL]: Verify sender before opening links or attachments.

Sam,
Per our paint site review meeting last week, can you confirm it is acceptable to not paint the small amount of new pipe that gets insulated in 310? We would like to get the insulation scheduled.
Thank you,

Nate Goetsch | Project Manager
Woodruff Construction, LLC
(319) 233-3349 x101
www.woodruff.build

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Begin forwarded message:

From: Rob Chiappone <rob@youngphc.com>
Date: January 13, 2022 at 7:10:26 AM CST
To: Nate Goetsch <nateg@woodruff.build>
Cc: Ben Spilde <bens@woodruff.build>
Subject: External: insulation

Nate

FYI - The insulator will need 3 weeks to do his work in the boiler room

Regards,

Rob Chiappone

Direct Line (319) 883-3800
Fax: (319) 234-4540
Cell: (319) 427-3770



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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

WOODRUFF CONSTRUCTION

1717 Falls Avenue | Waterloo, IA 50701
Ph: (319) 233-3349 Fax: (319) 233-3369

January 12, 2022

RE: Waterloo F.Y. 2020 Wastewater Treatment Plant Biosolids Modifications

SUBJ: RFI 59 – Raise Existing 330 Potable Water Line Pricing

To whom it may concern,

The following is our pricing to raise the section of existing potable water line above the bridge crane area only to avoid conflict with the new bridge crane. Pricing is based on performing the work during normal business hours. This modification will require a potable water shutdown to the owner while the works is underway.

Young P&H Quote	=	$4,596.00
Mark-up	=	$689.00
Insurance	=	$100.00
Bond	=	$48.00

The total price for the change is an add of <u>$5,433.00</u>.

Sincerely,
WOODRUFF CONSTRUCTION, LLC

Nate Goetsch, Project Manager

Young PLUMBING & HEATING CO.

Mechanical Contractors

1/12/2022

Nate Goetsch
Woodruff Construction
1717 Falls Ave
Waterloo, IA

Re: Waterloo 2020 WW Treatment Plant Biosolids
PR# Bldg 330 Potable Water line
Raise 2" potable water line

We propose to furnish all necessary labor, materials, equipment, and insurance to complete the above work as follows:

34	Hours	$78.55	Labor	$2,670.70
			Material	$564.03
			OH & P 15%	$485.21
			Subs	$240.00
			OH & P 5%	$12.00
			Truck, Tool, Equipment	$624.50
			ADD	**$4,596.44**

Clarifications:

- Isolate water in 2" Potable Water line. Cut pipe in 2 places. Raise existing pipe and hangers.
- Fabricate new 2" riser sections. Install sections onto existing 2" line.
- Insulate new piping and cover with blue PVC jacket
- We include manlifts

Regards,

Rob Chiappone

750 South Hackett Rd **Waterloo, IA** **Phone (319) 234-4411**
P O Box 1077 **Fax (319) 234-4540**

WOODRUFF CONSTRUCTION

1717 Falls Avenue | Waterloo, IA 50701
Ph: (319) 233-3349 Fax: (319) 233-3369

January 26, 2022

RE: Waterloo F.Y. 2020 Wastewater Treatment Plant Biosolids Modifications

SUBJ: Cost Proposal: Dewatering Room 33001 Bar Joist Painting (Alternate System)

To whom it may concern,

The following is pricing for an alternate painting system for the bar joist and deck in the Dewatering Room 33001.

Scope:

- Dry ice blast to re remove as much loose material as possible (Bar Joists)
- Power tool clean per SSPC-SP-3 to achieve a re-coatable substrate. (Bar Joists)
- Solvent clean decking.
- Apply 1 coat of Amerlock Sealer.
- Apply 2 coats of PPG Series 6-157 Epoxy Ester Dryfall.

Bar Joist Prep and Paint	= $16,170.00
Mark-up	= $2,426.00
Insurance	= $167.00
Bond	= $353.00
Total	**= $19,116.00**

Qualifications:
Pricing is based on working normal business hours. Quote does not take into consideration additional contract time that may be necessary to complete the scope beyond substantial completion.

Sincerely,
WOODRUFF CONSTRUCTION, LLC

Nate Goetsch, Project Manager

AMERLOCK® SEALER

DESCRIPTION

Two-component, penetrating epoxy primer sealer

PRINCIPAL CHARACTERISTICS

- Solvent-free
- Compatible with damp surfaces
- Wicking action penetrates rusted steel and concrete surfaces
- Surface tolerant for applications where abrasive blasting is not an option
- Accepts broad range of topcoats
- Excellent tie coat for many existing coatings

COLOR AND GLOSS LEVEL

- Clear
- Gloss

Note: Epoxies will characteristically chalk and fade with exposure to sunlight. Light colors are prone to ambering

BASIC DATA AT 68°F (20°C)

Data for mixed product	
Number of components	Two
Mass density	Base/hardener: 1.1 kg/l (9.0 lb/US gal)
Volume solids	100%
VOC (Supplied)	max. 0.9 lb/US gal (approx. 109 g/l)
Temperature resistance (Continuous)	To 200°F (93°C)
Temperature resistance (Intermittent)	To 250°F (121°C)
Recommended dry film thickness	1.0 - 2.0 mils (25 - 50 µm) depending on system
Theoretical spreading rate	1604 ft^2/US gal for 1.0 mils (40.0 m^2/l for 25 µm)
Shelf life	Base: at least 36 months when stored cool and dry Hardener: at least 36 months when stored cool and dry

Notes:
- See ADDITIONAL DATA – Overcoating intervals
- See ADDITIONAL DATA – Curing time
- Color will drift at elevated temperatures
- Intermittent temperature resistance should be less than 5% of the time, and maximum 24 hours

AMERLOCK® SEALER

RECOMMENDED SUBSTRATE CONDITIONS AND TEMPERATURES

- Coating performance is, in general, proportional to the degree of surface preparation
- Use of this product provides a viable options for coating projects where abrasive blasting is not possible, but it is not a performance substitute for abrasive blasting in many circumstances

Steel

- Remove all rust, dirt, moisture, grease or other contaminants from the surface
- Power tool clean in accordance with SSPC SP-3 or hand tool clean to SSPC SP-2 requirements. Alternately, abrasive blast to SSPC SP-7 requirements. Abrasive blasting to SSPC SP-6 or better is also allowable and will give the best possible system performance
- This product may be applied over waterjetted surfaces as well

Aluminum

- Remove all rust, dirt, moisture, grease or other contaminants from the surface
- Treat with conversion coatings or phosphatizing agents. Applicable over surface treatments such as MIL-C-5541. Alternately, lightly abrasive blast with fine abrasive to produce a uniform and dense anchor profile of 1.0 – 3.0 mils (25 – 75 µm) in accordance with SSPC SP-16.

Galvanizing

- Remove oil or soap film with detergent or emulsion cleaner, then use a phosphatizing conversion coating
- Alternately, power tool clean to uniformly abrade the surface or lightly abrasive blast with a fine abrasive to produce a uniform and dense anchor profile of 1.0 – 3.0 mils (25 – 75 µm)
- Galvanizing that has had at least 12 months of exterior weathering may be coated after power washing to remove all contaminants and white rust
- Galvanized surfaces that have been passivated with a chromate treatment must be abrasive blasted. Coatings may not adhere to chromate sealed galvanizing if the chromates are not completely removed.

Concrete

- Existing Concrete – Water cured concrete or existing structures must be cured for a minimum of 14 days and have attained 80 percent of its final strength. When cured, the surface must be either prepared per ASTM D 4259 or ASTM D 4260 with
  muriatic acid using equal parts of acid to water by volume. Surface should be free of any oil, grease, embedded chemicals, laitance, water repellants, previous sealants, form release compounds, and effluoresence. The surface should be
  checked for moisture transmission in accordance with ASTM F1869 (calcium chloride test) or by ASTM D4253 (plastic sheet test). The maximum recommended moisture transmission rate is 3 lbs / 1,000 ft2 / 24 hours
- A suitably finished surface must have a uniform surface texture exposing fine aggregate resembling coarse sandpaper. If required, repeat acid etching or abrasive blasting until the surface texture is uniform
- Concrete surfaces cured with conventional curing compounds or contaminated with form oils must be completely cleaned by ASTM D4259. Acid etching is not acceptable as it will not normally remove these compounds

AMERLOCK® SEALER

Substrate temperature and application conditions

- Surface temperature during application should be between 40°F (4°C) and 120°F (49°C)
- Surface temperature during application should be at least 5°F (3°C) above dew point
- Ambient temperature during application and curing should be between 40°F (4°C) and 120°F (49°C)

SYSTEM SPECIFICATION

- Primers: Direct to substrate
- Topcoats: AMERCOAT 100A, NOVAGUARD 840, PSX 758, AMERCOAT 450 Series Polyurethanes, AMERSHIELD, PSX 700, AMERCOAT 229T, AMERCOAT Epoxies, AMERLOCK Epoxies, PITTGUARD Epoxies

INSTRUCTIONS FOR USE

Mixing ratio by volume: base to hardener 50:50 (1:1)

- Add hardener to base and agitate with a power mixer for 1 to 2 minutes until completely mixed

Induction time

Mixed product induction time	
Mixed product temperature	**Induction time**
40°F (4°C)	15 minutes
50°F (10°C)	15 minutes

Pot life

1 hour at 70°F (21°C)

Note: See ADDITIONAL DATA – Pot life

Application

- Area should be sheltered from airborne particulates and pollutants
- Avoid combustion gases or other sources of carbon dioxide that may promote amine blush and ambering of light colors
- Ensure good ventilation during application and curing
- Provide shelter to prevent wind from affecting spray patterns

Material temperature

Material temperature during application should be between 40°F (4°C) and 90°F (32°C)

May 2, 2018 (Revision of March 28, 2018)

AMERLOCK® SEALER

Air spray

- Use standard conventional equipment
- Separate air and fluid pressure regulators and a moisture and oil trap in the main air supply line are recommended.

Recommended thinner
THINNER 21-06 (AMERCOAT 65) (xylene)), THINNER 21-25 (AMERCOAT 101) (recommended for > 90°F (32°C))

Volume of thinner
0 - 20%

Nozzle orifice
Approx. 0.070 in (1.8 mm)

Airless spray

- 30:1 pump or larger

Recommended thinner
THINNER 21-06 (AMERCOAT 65) (xylene)), THINNER 21-25 (AMERCOAT 101) (recommended for > 90°F (32°C))

Volume of thinner
0 - 5%, depending on required thickness and application conditions

Nozzle orifice
0.013 – 0.015 in (approx. 0.33 – 0.38 mm)

Brush/roller

- Use a high quality natural bristle brush and/or solvent resistant, 1/4" nap roller. Ensure brush/roller is well loaded to avoid air entrainment. Multiple coats may be necessary to achieve adequate film-build

Recommended thinner
AMERCOAT 65 (Xylene)| AMERCOAT 101 (recommended for >90°F (32°C))

Volume of thinner
Up to 5% THINNER can be added if desired

Cleaning solvent
AMERCOAT 12 CLEANER or AMERCOAT 65 THINNER (xylene)

AMERLOCK® SEALER

ADDITIONAL DATA

Overcoating interval for DFT up to 2.0 mils (51 µm)				
Overcoating with...	**Interval**	**50°F (10°C)**	**70°F (21°C)**	**90°F (32°C)**
recommended topcoats	Minimum	30 hours	24 hours	18 hours
	Maximum	30 days	30 days	14 days

Notes:

- Dry times are dependent on air and surface temperatures as well as film thickness, ventilation, and relative humidity. Maximum recoating time is highly dependent upon actual surface temperatures – not simply air temperatures. Surface temperatures should be monitored, especially with sun-exposed or otherwise heated surfaces. Higher surface temperatures shorten the maximum recoat window
- Surface must be clean and dry. Any contamination must be identified and removed. A detergent wash with PREP 88 or equivalent is required prior to application of topcoats after 30 days of exposure. However, particular attention must be paid to surfaces exposed to sunlight where chalking may be present. In those situations, a further degree of cleaning may be required. PPG Technical Service can advise on suitable cleaning methods. If maximum recoat/topcoat time is exceeded, then roughen surface.

Curing time for DFT up to 2.0 mils (51 µm)		
Substrate temperature	**Dry to touch**	**Dry hard**
50°F (10°C)	18 hours	36 hours
70°F (21°C)	12 hours	28 hours
90°F (32°C)	8 hours	22 hours

Pot life (at application viscosity)	
Mixed product temperature	**Pot life**
50°F (10°C)	100 minutes
70°F (21°C)	60 minutes
90°F (32°C)	30 minutes

SAFETY PRECAUTIONS

- For paint and recommended thinners see INFORMATION SHEETS 1430, 1431 and relevant Material Safety Data Sheets
- This is a solvent-borne paint and care should be taken to avoid inhalation of spray mist or vapor, as well as contact between the wet paint and exposed skin or eyes

WORLDWIDE AVAILABILITY

It is always the aim of PPG Protective and Marine Coatings to supply the same product on a worldwide basis. However, slight modification of the product is sometimes necessary to comply with local or national rules/circumstances. Under these circumstances an alternative product data sheet is used.

AMERLOCK® SEALER

REFERENCES

• CONVERSION TABLES	INFORMATION SHEET	1410
• EXPLANATION TO PRODUCT DATA SHEETS	INFORMATION SHEET	1411
• SAFETY INDICATIONS	INFORMATION SHEET	1430
• SAFETY IN CONFINED SPACES AND HEALTH SAFETY, EXPLOSION HAZARD – TOXIC HAZARD	INFORMATION SHEET	1431

WARRANTY

PPG warrants (i) its title to the product, (ii) that the quality of the product conforms to PPG's specifications for such product in effect at the time of manufacture and (iii) that the product shall be delivered free of the rightful claim of any third person for infringement of any U.S. patent covering the product. THESE ARE THE ONLY WARRANTIES THAT PPG MAKES AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, UNDER STATUTE OR ARISING OTHERWISE IN LAW, FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION, ANY OTHER WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE DISCLAIMED BY PPG. Any claim under this warranty must be made by Buyer to PPG in writing within five (5) days of Buyer's discovery of the claimed defect, but in no event later than the expiration of the applicable shelf life of the product, or one year from the date of the delivery of the product to the Buyer, whichever is earlier. Buyer's failure to notify PPG of such non-conformance as required herein shall bar Buyer from recovery under this warranty.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL PPG BE LIABLE UNDER ANY THEORY OF RECOVERY (WHETHER BASED ON NEGLIGENCE OF ANY KIND, STRICT LIABILITY OR TORT) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO, ARISING FROM, OR RESULTING FROM ANY USE MADE OF THE PRODUCT. The information in this sheet is intended for guidance only and is based upon laboratory tests that PPG believes to be reliable. PPG may modify the information contained herein at any time as a result of practical experience and continuous product development. All recommendations or suggestions relating to the use of the PPG product, whether in technical documentation, or in response to a specific inquiry, or otherwise, are based on data, which to the best of PPG's knowledge, is reliable. The product and related information is designed for users having the requisite knowledge and industrial skills in the industry and it is the end-user's responsibility to determine the suitability of the product for its own particular use and it shall be deemed that Buyer has done so, as its sole discretion and risk. PPG has no control over either the quality or condition of the substrate, or the many factors affecting the use and application of the product. Therefore, PPG does not accept any liability arising from any loss, injury or damage resulting from such use or the contents of this information (unless there are written agreements stating otherwise). Variations in the application environment, changes in procedures of use, or extrapolation of data may cause unsatisfactory results. This sheet supersedes all previous versions and it is the Buyer's responsibility to ensure that this information is current prior to using the product. Current sheets for all PPG Protective & Marine Coatings Products are maintained at www.ppgpmc.com. The English text of this sheet shall prevail over any translation thereof.

Packaging: Available in 2-gallon kits; (2-gallon kits have 1 full gallon of base in a 3-gallon container and 1 full gallon of hardener)

Product code	Description
AK-0A	Base
AK-0B	Hardener

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SPEEDHIDE® 6-157 Series

Architectural Coatings

PPG Speedhide Super Tech MG Interior Epoxy Ester Dry Fog Flat

GENERAL DESCRIPTION

Speedhide Super Tech MG Epoxy Ester Interior Dry Fog is a premium, low odor, high solids flat designed for interior ceilings and overhead surfaces. With its excellent adhesion to a variety of substrates. This dry-fog may be used direct-to-metal in interior, dry areas and as a single coat finish on most surfaces. Designed for excellent hiding at a reduced film thickness, less paint is needed to create a uniform finish. *Speedhide* Super Tech MG Epoxy Ester Dry Fog will yellow less than conventional alkyd dry-fogs. Its higher hiding white finish has high light reflectance that dry falls in 8 feet under normal conditions. *Speedhide* Super Tech MG Epoxy Ester Dry Fog is ideal for gymnasiums, commercial warehouses, factories, retail outlets, parking structures.

For Professional Application Only. Not Intended Or Labeled For Consumer Use.

RECOMMENDED SUBSTRATES

Aluminum	Gypsum Wallboard-Drywall
Concrete/Masonry Block	Plaster
Concrete, Masonry	Pre-Primed Metal Roof Decking
Ferrous Metal	Wood
Galvanized Steel	

PRODUCT INFORMATION

6-157	White
6-159	Black

Refer to the appropriate color formula book, automatic tinting equipment, and or computer color matching system for color formulas and tinting instructions.

PACKAGING

5-Gallon (18.9 L)
55-Gallons (208 L)

Not all products are available in all sizes.

PRODUCT DATA

PRODUCT TYPE:	Epoxy Ester
SHEEN:	Flat, 0-5 @ 85°
VOLUME SOLIDS*:	49% +/- 2%
WEIGHT SOLIDS*:	73% +/- 2%
WEIGHT/GALLON*:	12.5 lbs. (5.7 kg) +/- 0.2 lbs. (91 g)
VOC:	<400 g/L (3.3 lbs./gal.)
LIGHT REFLCTANCE*:	81 (minimum)

*Product data calculated on product 6-157.

COVERAGE: Approximately 300 to 400 sq. ft. (28 to 37 sq. meters) per U.S. Gallon (3.78L) on smooth, nonporous surfaces.

Wet Film Thickness:	4.0 to 5.3 mils
Wet Microns:	102 to 135
Dry Film Thickness:	2.0 to 2.6 mils
Dry Microns:	51 to 66

Coverage figures do not include loss due to surface irregularities and porosity or material loss due to application method or mixing. Some colors, drastic color changes, or porous substrates may require more than one coat to achieve a uniform finish.

DRYING TIME: Dry time @ 77°F (25°C); 50% relative humidity.

To Touch:	45 minutes
To Recoat:	12 hours
Dry Fall:	8 ft.

Drying times listed may vary depending on temperature, humidity, film build, color, and air movement. Variations in temperature, humidity, color, and ventilation may affect dry fall distance.

CLEANUP: Clean tools with mineral spirits.

DISPOSAL: Dispose of contents and container in accordance with all local, regional, national and international regulations.

FLASH POINT: 109°F (43°C)

FEATURES / BENEFITS

Features	Benefits
Excellent hiding power and coverage	Hides surface imperfections
Dry falls at eight feet	Reduces masking of equipment & cleanup
Excellent adhesion to a variety of substrates	Resists flaking and peeling
Tolerates overbuild	Resists mud cracking
Light reflecting white	Increases lighting efficiency
High spread rate	Less paint needed
Single coat finish on most surfaces	Turns jobs faster & reduces labor
Epoxy ester formula	Yellows less than conventional alkyds

PERFORMANCE DATA

Property	Test Method	Result
Adhesion	ASTM D3359	Passes
Impact Resistance	ASTM D2794	Passes
Flexibility	ASTM D522	Passes
Pencil Hardness	ASTM D3363	2B

Read Label and Safety Data Sheet prior to use. See other cautions on last page.

GENERAL SURFACE PREPARATION

Surfaces to be coated must be dry, clean, sound, and free from all contamination including loose and peeling paint, dirt, grease, oil, wax, concrete curing agents and bond breakers, chalk, efflorescence, mildew, rust, product fines, and dust. Remove loose paint, chalk, and efflorescence by wire brushing, scraping, sanding, and/or pressure washing. Putty all nail holes and caulk all cracks and open seams. Sand all glossy, rough, and patched surfaces. Feather back all rough edges to sound surface by sanding. Prime all bare and porous substrates with an appropriate primer as recommended in primers section. If unsure of suitability of the substrate for painting, first spot check the product to test for adhesion performance.

ALUMINUM: This substrate may present potential adhesion problems. Any coating applied directly to aluminum should be spot applied, allowed to cure overnight, and then evaluated for adhesion. If adhesion is good, the application may proceed.

CONCRETE and MASONRY: New concrete should cure for at least 30 days and preferably 90 days prior to priming and painting. The pH of the substrate must be less than 10 before painting.

CONCRETE/MASONRY BLOCK: Mortar should cure for at least 30 days and preferably 90 days prior to priming. Fill block with an appropriate block filler. Surfaces previously coated with water thinned cement-based paint must be prepared with extra care. If the material appears to be adhering tightly, a masonry sealer may be applied to seal the surface. Check adhesion by applying a piece of masking tape. If the sealer peels off and has loose particles, remove all chalking or crumbling material, re-seal and re-check adhesion.

FERROUS METAL: The surface must be cleaned thoroughly to remove any dust, rust, and surface contaminants, and then primed.

GALVANIZED STEEL: Caution must be used when selecting coatings for use on all galvanized metal surfaces. These substrates may have a factory-applied stabilizer, which is used to prevent white rusting during storage and shipping. Such stabilizers must be removed by either brush blasting, sanding or chemical treatment prior to painting.

GYPSUM WALLBOARD-DRYWALL: Nails or screws should be countersunk, and they along with an indentations should be mudded flush with the surface, sanded smooth and cleaned to remove any dust prior to painting the substrate.

PLASTER: Plaster, hardcoat, skim coat, or other alkaline surfaces should be allowed to cure for at least 30 days prior to painting.

PRE-PRIMED METAL ROOF DECKING: This substrate may present potential adhesion problems. Topcoats should be spot applied, allowed to cure overnight, and then evaluated for adhesion. If adhesion is good, the application may proceed.

WOOD: Unpainted wood or wood in poor condition should be sanded smooth, wiped clean, then primed. Any knots or resinous areas must be sealed before painting. Countersink all nails, putty flush with surface, then prime.

RECOMMENDED PRIMERS

Aluminum	6-208, 4360, 4160, Self-priming
Concrete / Masonry Block	6-7, 6-15 (block fillers)
Concrete, Masonry	4-603XI, 17-921XI, Self-priming
Ferrous Metal	6-208, 4360, 4160, Self-priming
Galvanized Steel	4360, 4160, Self-priming
Gypsum Wallboard-Drywall	6-2, 6-4, 9-900
Plaster	4-603XI, 17-921XI, Self-priming
Pre-Primed Metal Roof Decking	Self-priming
Wood	6-2, 9-900, 17-921XI, Self-priming

LIMITATIONS OF USE

FOR PROFESSIONAL APPLICATION ONLY. NOT INTENDED OR LABELED FOR CONSUMER USE. FOR INTERIOR USE ONLY. Apply when air, surface and product temperatures are between 50°F and 90°F (10° and 30°C) and surface temperature is at least 5°F (3°C) above the dew point. Intended for spray application only. Not recommended for immersion service. Swept up dry overspray may ignite spontaneously. Wet and dispose of all collected dry overspray immediately. Some types of machinery and equipment may still require covers as a protection against possible damage to working parts (such as bearings, etc.) Clean any dry overspray before rolling scaffold or allowing foot traffic into area. Proper ventilation is required to prevent excessive humidity build-up which would inhibit dry-fogging properties. Test all spray equipment in a remote area for the proper tips, pressure settings and free-fall drying before proceeding.

All epoxy ester products change color with age. The yellow discoloration is most visible in white and light colors. PPG latex products are recommended when yellowing is a concern.

Speedhide 6-157 Series

Architectural Coatings *PPG Speedhide* Super Tech MG Interior Epoxy Ester Dry Fog Flat

APPLICATION INFORMATION

Stir thoroughly before using and occasionally when in use. When using more than one can of the same color, intermix to ensure color uniformity. Dry fog paint dries at varying distances from the area being sprayed. It is dependant upon the degree of air movement, temperature color, and humidity conditions. At higher relative humidities, it will dry more slowly. Test free falling drying distance before proceeding. USE WITH ADEQUATE VENTILATION. KEEP OUT OF REACH OF CHILDREN. Read all label and Safety Data Sheet (SDS) information prior to use. SDS are available through our web site or by calling 1-800-441-9695.

Application Equipment: Apply with airless spray equipment.

Airless Spray: : Pressure 1500-3000 psi, tip 0.017" - 0.019". Where necessary, apply a second coat and allow each coat to dry thoroughly before applying the next coat. Changes in application equipment, pressure and/or tip sizes may be required depending on ambient temperatures and application conditions. Spray equipment must be handled with due care and in accordance with manufacturer's recommendation. High-pressure injection of coatings into the skin by airless equipment may cause serious injury. Explosion-proof equipment must be used when coating with these materials in confined areas. Keep containers closed and away from heat, sparks, and flames when not in use.

Thinning: Do not thin.

Permissible temperatures during application:

Material:	50 to 90°F	10 to 32°C
Ambient:	50 to 90°F	10 to 32°C
Substrate:	50 to 90°F	10 to 32°C

PRECAUTIONS

DANGER! FLAMMABLE LIQUID AND VAPOR. CAUSES SERIOUS EYE IRRITATION. MAY CAUSE CANCER. Prolonged or repeated contact may dry skin and cause irritation. Causes damage to organs through prolonged or repeated exposure (central nervous system (CNS), kidneys, liver). Sanding and grinding dusts may be harmful if inhaled. This product contains crystalline silica which can cause lung cancer or silicosis. The risk of cancer depends on the duration and level of exposure to dust from sanding surfaces or mist from spray applications. Repeated exposure to high vapor concentrations may cause irritation of the respiratory system and permanent brain and nervous system damage. Inhalation of vapor/aerosol concentrations above the recommended exposure limits causes headaches, drowsiness and nausea and may lead to unconsciousness or death. Avoid contact with skin and clothing. Wash thoroughly after handling. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves. Wear eye or face protection. Wear protective clothing. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Do not breathe vapor. Keep container tightly closed. Do not eat, drink or smoke when using this product. Wash hands thoroughly after handling. Emits toxic fumes when heated. **Note: These warnings encompass the product series. Prior to use, read and follow product-specific SDS and label information. FIRST AID:** Get medical attention if you feel unwell. IF exposed or concerned: Get medical attention. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical attention. Keep out of the reach of children. For workplace use, an SDS is available from your retailer or by calling 1-800-463-7426. EMERGENCY TELEPHONE NUMBER: 514-645-1320 (Canada).

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PPG Architectural Finishes, Inc. believes the technical data presented is currently accurate: however, no guarantee of accuracy, comprehensiveness, or performance is given or implied. Improvements in coatings technology may cause future technical data to vary from what is in this bulletin. For complete, up-to-date technical information, call 1-800-441-9695.

PPG Architectural Finishes, Inc.
One PPG Place
Pittsburgh, PA 15272
www.ppgpaints.com

Technical Services
1-800-441-9695

Architect/Specifier
1-888-PPG-IDEA

PPG Architectural Coatings Canada Inc.
1550 rue Ampère, Suite 500
Boucherville (Quebec) J4B 7L4

WOODRUFF CONSTRUCTION

1717 Falls Avenue | Waterloo, IA 50701
Ph: (319) 233-3349 Fax: (319) 233-3369

January 31, 2022

RE: Waterloo F.Y. 2020 Wastewater Treatment Plant Biosolids Modifications

SUBJ: Cost Proposal: Pressure Reducing Valve (4" Option)

To whom it may concern,

The following is our pricing to add (1) 4" pressure reducing valve per enclosed email correspondence and quote from Velodyne. The (2) previously installed 2" pressure reducing valves at the polymer skids in 330 to be removed. Note, this still leaves the polymer skids in 180 without PRV's, but they do appear to be functioning without the PRV.

Woodruff Labor	
Install 4" PRV	= $840.00
Remove (2) 2" PRV's	= $420.00
Velodyne Quote	= $5,795.00
Misc Bolt Kits/PVC Piping/etc	= $100.00
Subtotal	= $7,155.00
Mark-up	= $1,073.00
Insurance	= $74.00
Bond	= $156.00

The total price for the change is an ADD of $8,458.00.

Qualifications: Pricing does not take into consideration re-pressure testing the piping. If required, let us know and we can revise. Proposal also does not take into consideration schedule extensions as may be needed to complete the scope of work.

Sincerely,
WOODRUFF CONSTRUCTION, LLC

Nate Goetsch, Project Manager

VELODYNE
543 S Pierce Ave
Louisville, CO 80027
www.velodynesystems.com

Our Quotation # 204592-00
01/17/2022

To :
WOODRUFF CONSTRUCTION, LLC
1890 Kountry Lane
FORT DODGE IA 50501
United States

Quotation Valid Thru : 01/31/2022

-- Attention : NATE GOETSCH --

VeloDyne is pleased to offer the following proposal for your consideration.

Item	Facility / Part / Rev / Description / Details	Quantity Quoted	Unit Price	Extended Price
001	Default 248-0522 Rev A U/M EA VALVE PRESS REG 4" 20-200PSI IRON/B	1.000	5,795.00	US$ 5,795.00
002	Default W500XLHRK Rev NS U/M EA 2" LF PRES RED VLV FNPT UNION X	3.000	2,093.00	US$ 6,279.00
			Total Items Price	US$ 12,074.00

PO must be in PDF form and state terms of NET 30 with pricing and addresses
Credit card payments have an administration fee on purchases over $1000
Shipping is ORIGIN PPADD unless otherwise agreed
Sales tax will be applied to CO, CA, WA, and MO unless exempt
$100 minimum order
Thanks again for your interest in VeloDyne.

Sales File

Classic Series Basic Valves

LEAD FREE*

248-0522 A3VALVE, PRESSURE REG, 4", 20 - 200 PSI, IR

F100 / F1100

Full Port Ductile Iron Single Chamber Basic Valve

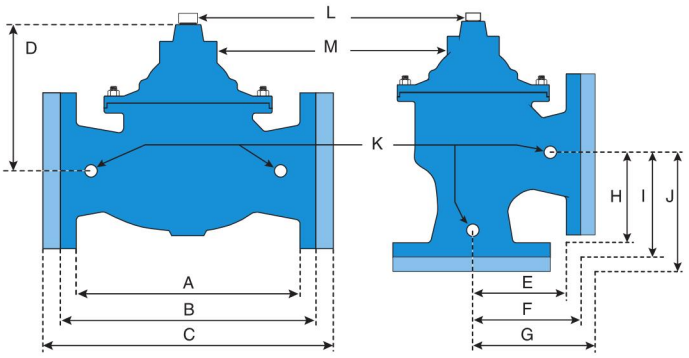
The Watts ACV Models F100 and F1100 are full port, single chamber basic valves that incorporate a one-piece disc and diaphragm assembly. This assembly is the only moving part within the valve allowing it to open, close, or modulate as commanded by the pilot control system.

Watts ACV Main Valves are Lead Free. The Watts ACV piloting system contains Lead Free* components, ensuring all of our configurations are Lead Free compliant.

Model F100: Globe Pattern Single Chamber Basic Valve

Model F1100: Angle Pattern Single Chamber Basic Valve

F100 (Globe) F1100 (Angle)



Dimensions

Valve Size	Globe Thread		Globe 150#		Globe 300#		Cover To Center		Angle Thread		Angle 150#		Angle 300#		Angle Thread		Angle 150#		Angle 300#		Port Size NPT	Port Size NPT	Port Size NPT	Shipping Weights*	
	A		B		C		D		E		F		G		H		I		J		K	L	M		
in.	*in.*	mm	*in.*	mm	*in.*	mm	*in.*	mm	*in.*	mm	*in.*	mm	*in.*	mm	*in.*	mm	*in.*	mm	*in.*	mm	*in.*	*in.*	*in.*	*lbs.*	kgs.
1¼	7¼	184					3½	89	3¼	83					1⅞	48					¼	½	⅛	15	7
1½	7¼	184	8½	216	9	229	3½	89	3¼	83	4	102			1⅞	48	4	102			¼	½	⅛	15	7
2	9⅜	238	9⅜	238	10	254	4 15/16	125	4	102	4	102	4¼	108	4	102	4	102	4¼	108	½	½	¼	35	16
2½	11	279	11	279	11⅝	295	7	178	5½	140	5½	140	5 13/16	148	4	102	4	102	4 5/16	110	½	½	⅜	65	30
3	10½	267	12	305	13¼	337	7	178	5¼	133	5¾	146	6⅛	156	5¼	133	5¾	146	6⅛	156	½	½	⅜	95	43
4			15	381	15⅝	397	8⅝	219			6¾	171	7⅛	181			6¾	171	7⅛	181	½	½	⅜	190	86
6			20	508	21	533	11¾	298			8½	216	8⅞	225			8½	216	8⅞	225	½	½	½	320	145
8			25⅜	645	26⅜	670	15¾	400			11	279	11½	292			11	279	11½	292	½	1	½	650	295
10			29¾	756	31⅛	791	18¾	476			14⅞	378	15⅝	397			14⅞	378	15⅝	397	1	1	1	940	426
12			34	864	35½	902	20⅝	524			17	432	17¾	451			17	432	17¾	451	1	1	1	1500	680
14			39	991	40½	1029	22¼	565													1	1	1	1675	760
16			41⅜	1051	43½	1105	26¼	667													1	1	1	3100	1406

Standard Materials

Body & Cover:	Ductile Iron ASTM A536
Coating:	NSF Listed Fusion Bonded Epoxy Lined and Coated
Trim:	316 Stainless Steel
Elastomers:	Buna-N (standard) EPDM (optional) Viton (optional)
Stem, Nut & Spring:	Stainless Steel

Operating Pressure

Threaded = 400psi (27.6 bar)

150 Flanged = 250psi (17.2 bar)

300 Flanged = 400psi (27.6 bar)

Operating Temperature

Buna-N: 160°F (71°C) Maximum

EPDM: 300°F (140°C) Maximum

Viton®: 250°F (121°C) Maximum

Epoxy Coating**: 140°F (60°F) Maximum

*** Valves can be provided without internal epoxy coating consult factory*

NOTICE

The information contained herein is not intended to replace the full product installation and safety information available or the experience of a trained product installer. You are required to thoroughly read all installation instructions and product safety information before beginning the installation of this product.

***The wetted surface of this product contacted by consumable water contains less than 0.25% of lead by weight.**

Viton® is a registered trademark of DuPont Dow Elastomers.

Watts product specifications in U.S. customary units and metric are approximate and are provided for reference only. For precise measurements, please contact Watts Technical Service. Watts reserves the right to change or modify product design, construction, specifications, or materials without prior notice and without incurring any obligation to make such changes and modifications on Watts products previously or subsequently sold.

F100 / F1100 — Full Port Ductile Iron Single Chamber Basic Valve

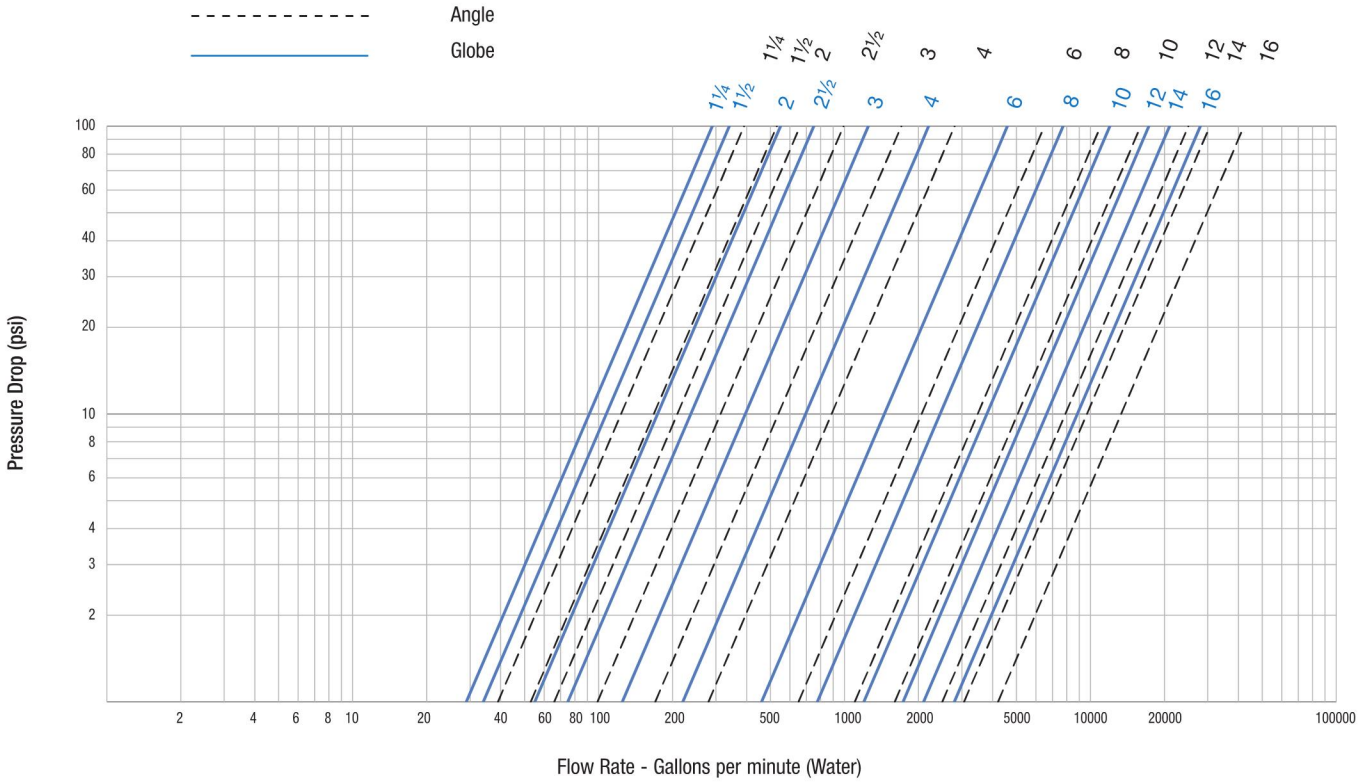
Flow Data - ACV F100 (Globe) / F1100 (Angle)

	Valve Size - Inches	1¼	1½	2	2½	3	4	6	8	10	12	14	16
Suggested	Maximum Continuous Flow Rate Gpm (Water)	93	125	208	300	460	800	1800	3100	4900	7000	8500	11000
	Maximum Intermittent Flow Rate Gpm (Water)	115	158	260	370	570	1000	2300	3900	6000	8600	10500	14000
	Minimum Flow Rate Gpm (Water)	3	5	6	9	15	16	17	25	55	70	190	400
C_V	Factor GPM (Globe)	29	34	55	75	125	220	460	775	1200	1730	2100	2800
	Factor GPM (Angle)	39	53	66	99	170	280	650	1100	1600	2500	3060	4210

- Maximum continuous flow based on velocity of 20 ft. per second.
- Maximum intermittent flow based on velocity of 25 ft. per seco
- Minimum flow rates based on a 20-40 psi pressure drop.
- The C_v Factor of a value is the flow rate in US GPM at 60°F that will cause a 1psi drop in pressure.
- C_v factor can be used in the following equations to determine Flow (Q) and Pressure Drop (ΔP):

  Q (Flow) = $C_v\sqrt{\Delta P}$ **ΔP (Pressure Drop) = $(Q/C_v)^2$**

- The C_v factors stated are based upon a fully open valve.
- Many factors should be considered in sizing control valves including inlet pressure, outlet pressure and flow rates.
- For sizing questions including cavitation analysis consult Watts with system details.



Valve Cover Chamber Capacity

Valve Size - Inches	1¼	1½	2	2½	3	4	6	8	10	12	14	16
fl.oz.	4	4	4	10	10	22	70					
U.S. Gal								1 ¼	2 ½	4	6 ½	9 ½

Valve Travel

Valve Size - Inches	1¼	1½	2	2½	3	4	6	8	10	12	14	16
Travel - Inches	⅜	⅜	½	⅝	¾	1	1½	2	2½	3	3½	4

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PRESSURE REDUCING VALVE with PRESSURE SUSTAINING FEATURE

01/05

Classic Series

F115-2 (Globe)
F1115-2 (Angle)

Specifications

The Pressure Reducing and Sustaining Control Valve shall be a pilot operated diaphragm valve designed to automatically reduce a fluctuating higher upstream pressure to a constant lower downstream pressure regardless of varying flow rates, and sustain a minimum upstream pressure.

The main valve shall be a hydraulically operated, single diaphragm actuated, globe or angle pattern valve. Y-pattern valves shall not be permitted. The valve shall contain a disc and diaphragm assembly that forms a sealed chamber below the valve cover, separating operating pressure from line pressure. The diaphragm shall be constructed of nylon reinforced Buna-N, and shall not seal directly against the valve seat and shall be fully supported by the valve body and cover. Rolling diaphragm construction will not be allowed and there shall be no pistons operating the main valve or any pilot controls.

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The main valve body and cover shall be Ductile Iron ASTM A536, and all internal cast components shall be Ductile Iron or CF8M (316) Stainless Steel. All Ductile Iron components, including the body and cover, shall be lined and coated with an NSF 61 Certified Epoxy Coating applied by the electrostatic heat fusion process. All main valve throttling components (valve seat and disc guide) shall be Stainless Steel. The valve body and cover must be machined with a 360-degree locating lip to assure proper alignment.

The disc and diaphragm assembly shall contain a Buna-N synthetic rubber “Quad Seal” that is securely retained on 3-1/2 sides by a disc retainer and disc guide. Diaphragm assemblies utilizing bolts or cap screws for component retention will not be permitted.

The exposed portion of the Quad Seal shall contact the valve seat and seal drip-tight. The disc and diaphragm assembly must be guided by two separate bearings, one installed in the valve cover and one concentrically located within the valve seat, to avoid deflection and assure positive disc-to-seat contact. Center guided valves will not be permitted. All necessary repairs shall be made from the top of the valve while the body remains in line.

Pilot control systems for valves 3” and smaller shall contain a Flow Clean Strainer, Fixed Orifice Closing Speed, Adjustable Opening Speed Control, Pressure Sustaining Pilot and Pressure Reducing Pilot. Pilot control systems for valves 4” and larger shall contain an external Y-Strainer, Fixed Orifice Closing Speed, Pressure Sustaining Pilot, Pressure Reducing Pilot and Isolation Ball Valves on all body connections. All pilot control systems shall utilize copper tubing and brass fittings regardless of valve size. The adjustment range of the pressure sustaining pilot shall be 20-200 psi and the pressure reducing pilot shall be 30-300 psi.

The valve shall be Watts ACV Model F115-2 (globe) or F1115-2 (angle) pattern Pressure Reducing and Sustaining Control Valve.

PRESSURE REDUCING VALVE with PRESSURE SUSTAINING FEATURE

01/05

Classic Series

F115-2 (Globe)
F1115-2 (Angle)

Operation

The Watts ACV Combination Pressure Reducing and Pressure Sustaining Control Valve is designed to automatically reduce a fluctuating higher upstream pressure to a constant lower downstream pressure regardless of varying flow rates, and will throttle to sustain a minimum upstream pressure. It is controlled by a normally open, pressure reducing pilot designed to: 1) Open (allowing fluid out of the main valve cover chamber) when downstream pressure is below the adjustable setpoint, and 2) Close (allowing fluid to fill the main valve cover chamber) when downstream pressure is above the adjustable setpoint. A decrease in downstream pressure causes the valve to modulate toward an open position, raising downstream pressure. An increase in downstream pressure causes the valve to modulate toward a closed position, lowering downstream pressure.

The normally closed sustaining pilot remains open when upstream pressure is above the adjustable setpoint, and modulates toward a closed position if upstream pressure falls below the setpoint. As the sustaining pilot closes, fluid is directed into the main valve cover chamber, allowing the valve to modulate toward a closed position, raising upstream pressure. Normal pressure reducing operation resumes when upstream pressure is above the sustaining pilot setpoint, and downstream pressure is below the reducing pilot setpoint.

Installation Guidelines

- Prior to installation, flush line to remove debris.
- Install valve horizontally “in line” (cover facing up), so flow arrow matches flow through the line. Avoid installing valves 6” and larger vertically. Consult factory **prior** to ordering if installation is other than described.
- Install inlet and outlet isolation valves. **NOTE:** When using butterfly valves, insure disc does not contact control valve. Damage or improper valve seating may occur.
- Provide adequate clearance for valve servicing and maintenance.
- Install pressure gauges to monitor valve inlet and outlet pressure.
- If installation is subjected to very low flow or potentially static conditions, it is recommended a pressure relief valve (1/2” minimum) be installed downstream of the Pressure Reducing Valve for additional system protection.

Other Watts ACV Pressure Reducing Control Valves

F115 / F1115	Pressure Reducing Valve
F115-3 / F1115-3	Pressure Reducing Valve with Hydraulic Check Feature
F115-4 / F1115-4	Pressure Reducing Valve with Solenoid (On-Off) Feature
F115-7 / F1115-7	Pressure Reducing Valve with Downstream Surge Control Feature
F115-43 / F1115-43	Pressure Reducing and Sustaining Valve with Surge Control Feature
F115-58 / F1115-58	Pressure Reducing Valve with Return Flow Feature
F115-74 / F1115-74	Pressure Reducing Valve with Low Flow By-Pass

ACV Schematic

LEAD FREE*

LFF115-2 (Globe)

Pressure Reducing Control Valve with Pressure Sustaining Feature

Features

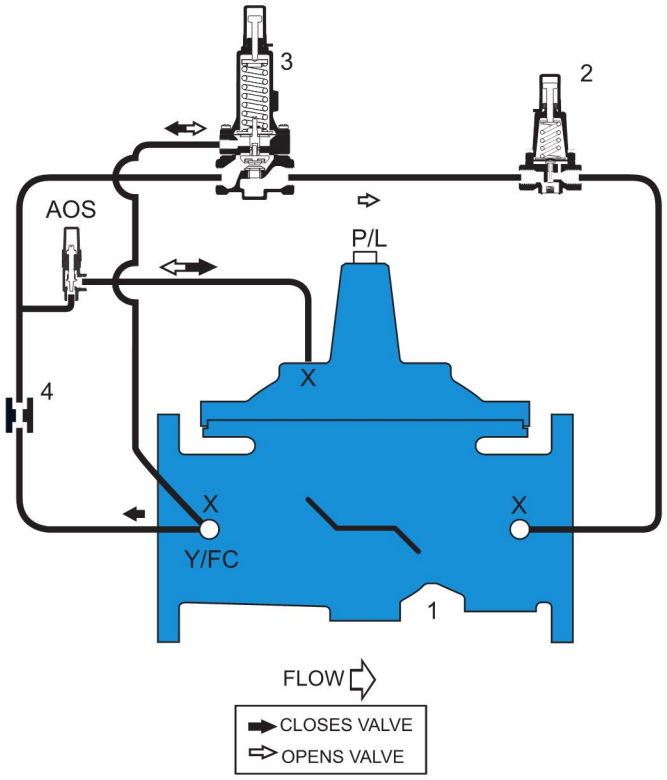
- Throttles to reduce high upstream pressure to constant lower downstream pressure
- Throttles to maintain minimum upstream pressure
- Reducing and Sustaining setpoints are separately adjustable

Standard Components

1 – Main Valve (Single Chamber)
2 – Pressure Reducing Control
3 – Pressure Sustaining Control
4 – Fixed Orifice
X – Isolation Cocks

Options and Accessories

O	FC	Flo-Clean Strainer (Standard 1¼" – 4")
O	Y	Y-Strainer (Replaces Flo-Clean)
O	ACS	Adjustable Closing Speed (Replaces Fixed Orifice)
O	AOS	Adjustable Opening Speed (Standard 1¼" – 4")
O	P	Position Indicator
O	L	Limit Switch



Operation

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***The wetted surface of this product contacted by consumable water contains less than 0.25% of lead by weight.**

NOTICE

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Canada: Tel: (905) 332-4090 • Fax: (905) 332-7068 • Watts.ca
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A Watts Water Technologies Company

START-UP BULLETIN 12/94

PRESSURE REDUCING / SUSTAINING VALVE

ACV 115-2/ 6115-2

8550 HANSSEN ROAD, HOUSTON, TEXAS 77275-2289, PHONE (713)943-0688, FAX (713)944-9445

INSTALLATION / START-UP

Start-up of an automatic control valve requires that proper procedures be followed. Time must be allowed for the valve to react to adjustments and the system to stabilize. The objective is to bring the valve into service in a controlled manner to protect the system from damaging over-pressure.

- Clear the line free of slag and other debris.
- Install valve so that FLOW ARROW marked on valve body/tag corresponds to flow through the line.
- Close upstream and downstream isolation valves.
- Open ball valves/isolation cocks in control tubing, if so equipped. Failure to open these prevents valve from functioning properly.
- Install pressure gauges at locations upstream and downstream of the valve.

STEP 1

Pre-set pilots as noted:

Pressure Sustaining - Turn Sustaining Control adjustment screw OUT, counterclockwise, backing pressure off the spring, to allow it to stay open while adjusting the other controls.

Pressure Reducing - Adjust OUT, counterclockwise, backing pressure off the spring, preventing possible overpressuring of the system.

Opening and Closing Speed - - Turn the adjustment screws on the Closing Speed and Opening Speed Controls, if the main valve is so equipped, OUT, counterclockwise, 1-1/2 to 2-1/2 turns from full closed position.

STEP 2

Loosen a tube fitting or cover plug at the main valve to allow air to vent during start-up.

STEP 3

Pressure the line, opening the upstream isolation valve slowly. Air is vented through the loosened fitting. Tighten the fitting when liquid begins to vent.

STEP 4

Slowly open downstream isolation valve to establish flow through the system.

SETTING THE PRESSURE REDUCING CONTROL

Note: Reducing Control is set higher than the Sustaining Control

STEP 5

Open downstream isolation valve partially to establish flow through the valve, observing downstream pressure change. If downstream pressure is outside the desired pressure range, turn the Reducing Control adjustment screw IN, closkwise, to increase or OUT, counterclockwise, to decrease until pressure is near the desired setting.

STEP 6

Gradually open downstream isolation valve until full open.

STEP 7

Fine-tune the Reducing Control adjustment to the pressure reducing setpoint, as detailed in step 5.

STEP 8

Opening Speed Flow Control Adjustment: The Opening speed flow control allows free flow into the cover and restricted flow out of the cover of the main valve.

If recovery of pressure is slow upon increased downstream demand, turn the adjustment screw OUT, counterclockwise, increasing the rate of opening.

If recovery of downstream pressure is too quick, as indicated in a rapid increase in pressure, possibly higher than the desired set-point, turn the adjusment screw IN, clockwise, decreasing the rate of opening.

STEP 9

(If the main valve comes equipped with a Closing Speed Control, otherwise ignore this step.)

Closing Speed Needle Valve Adjustment: The closing speed needle valve regulates fluid pressure into the main valve cover chamber, controlling the valve closing speed. If the downstream pressure fluctuates slightly above the desired set point, turn the adjustment screw OUT, counterclockwise, increasing the rate of closing.

SETTING THE SUSTAINING CONTROL

STEP 10
Setting the Relief/Sustaining Control requires lowering the upstream pressure to the desired minimum sustained pressure.

STEP 11
Leave the downstream isolation valve full open and close the upstream isolation valve until the inlet pressure drops to the desired setting.

STEP 12
Adjust the Relief/Sustaining Control screw IN, clockwise, until the inlet pressure begins to increase, or OUT, counterclockwise, to decrease, stopping at the desired pressure.

STEP 13
Allow pressure to stabilize.

STEP 14
Fine-tune the relief/sustaining setting as required as detailed in STEP 12.

STEP 15
Open upstream isolation valve to return to normal operation.

Nate Goetsch

From: Spencer Bradnan <sbradnan@velodynesystems.com>
Sent: Monday, January 17, 2022 3:32 PM
To: Nate Goetsch
Subject: External: RE: External: RE: External: RE: External: RE: Waterloo Biosolids: PRV Addition
Attachments: 220117 Quote 204592.pdf; 248-0522 A3.pdf

Nate,

Quote and datasheet for the 4" valve is attached.

Please let me know if you have any other questions or concerns.

Best Regards,

Spencer Bradnan
VeloDyne Service Manager
543 S Pierce Ave
Louisville, CO 80027
Cell- 720-354-7114
Office- 303-530-3298 ext 218
Fax- 303-530-3368
sbradnan@velodynesystems.com

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VELODYNE

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---

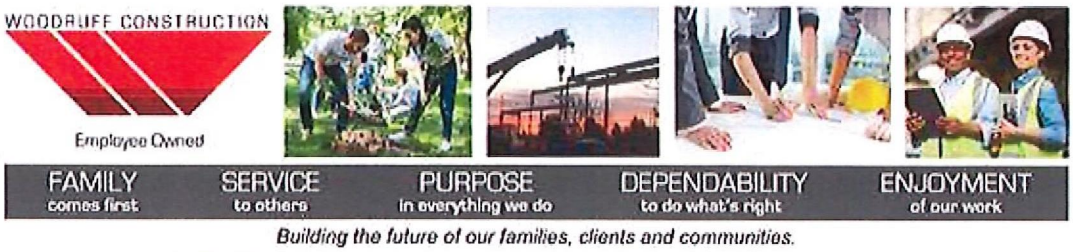
From: Nate Goetsch <nateg@woodruff.build>
Sent: Monday, January 10, 2022 1:22 PM
To: Spencer Bradnan <sbradnan@velodynesystems.com>
Subject: FW: External: RE: External: RE: External: RE: Waterloo Biosolids: PRV Addition

Spencer, See below regarding your question. Anything else you need on your end to wrap up pricing?

Thank you,

Nate Goetsch | Project Manager
Woodruff Construction

Office: (319) 233-3349
Cell: (319) 800-9744



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From: Hocevar, Sam <Sam.Hocevar@strand.com>
Sent: Monday, January 10, 2022 2:04 PM
To: Nate Goetsch <nateg@woodruff.build>
Subject: External: RE: External: RE: External: RE: Waterloo Biosolids: PRV Addition

Nate,

Yes, the available pressure is >125 psi.

Sam

From: Nate Goetsch <nateg@woodruff.build>
Sent: Monday, January 10, 2022 1:47 PM
To: Hocevar, Sam <Sam.Hocevar@strand.com>
Subject: RE: External: RE: External: RE: Waterloo Biosolids: PRV Addition

[EXTERNAL EMAIL]: Verify sender before opening links or attachments.

Sam,

Did you have the current pressure requested below from Velodyne? I will be out of the office next week and want to get any loose ends addressed before I leave.

Thank you,

Nate Goetsch | Project Manager
Woodruff Construction
Office: (319) 233-3349
Cell: (319) 800-9744



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From: Nate Goetsch
Sent: Tuesday, January 4, 2022 3:51 PM
To: Hocevar, Sam (Sam.Hocevar@strand.com) <Sam.Hocevar@strand.com>
Cc: Spencer Bradnan <sbradnan@velodynesystems.com>; Larson, Troy <Troy.Larson@strand.com>; Fortune, Robert <Robert.Fortune@strand.com>
Subject: RE: External: RE: External: RE: Waterloo Biosolids: PRV Addition

Sam, See below, please advise.

Thanks,

Nate Goetsch | Project Manager
Woodruff Construction
Office: (319) 233-3349
Cell: (319) 800-9744



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From: Spencer Bradnan <sbradnan@velodynesystems.com>
Sent: Tuesday, January 4, 2022 12:36 PM
To: Nate Goetsch <nateg@woodruff.build>
Subject: External: RE: External: RE: Waterloo Biosolids: PRV Addition

Nate,

Apologies I was out of office. I am working on this now. Can you please remind me of the current available pressure. Im thinking it was like 125 + but wanted to be sure.

Thank You & Happy New Year

Spencer Bradnan
VeloDyne Service Manager
543 S Pierce Ave
Louisville, CO 80027
Cell- 720-354-7114
Office- 303-530-3298 ext 218
Fax- 303-530-3368
sbradnan@velodynesystems.com

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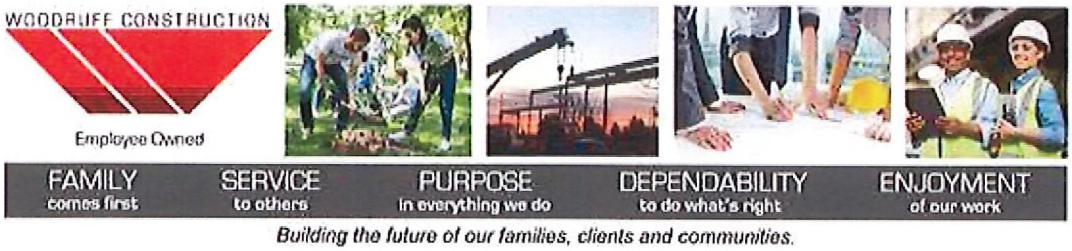
Spencer

From: Nate Goetsch <nateg@woodruff.build>
Sent: Monday, January 3, 2022 3:14 PM
To: Spencer Bradnan <sbradnan@velodynesystems.com>
Subject: RE: External: RE: Waterloo Biosolids: PRV Addition

Hi Spencer, Have you had a chance to review/price the below correspondence?

Nate Goetsch | Project Manager
Woodruff Construction
Office: (319) 233-3349
Cell: (319) 800-9744



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From: Nate Goetsch
Sent: Monday, December 27, 2021 5:37 PM

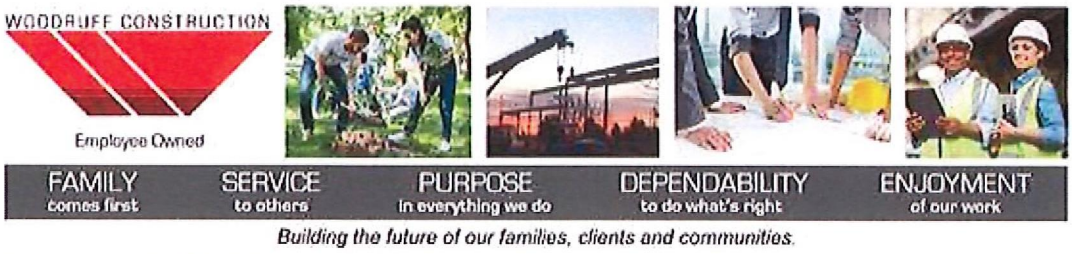
To: Spencer Bradnan <sbradnan@velodynesystems.com>
Subject: FW: External: RE: Waterloo Biosolids: PRV Addition

Spencer,

Does the below response give you proper direction so you can submit the pricing options requested?

Thank you,

Nate Goetsch | Project Manager
Woodruff Construction
Office: (319) 233-3349
Cell: (319) 800-9744



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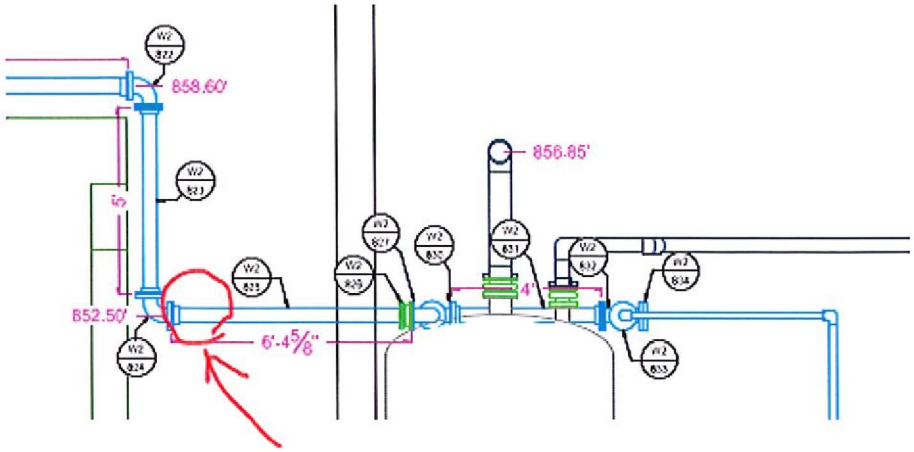
From: Hocevar, Sam <Sam.Hocevar@strand.com>
Sent: Monday, December 27, 2021 4:45 PM
To: Nate Goetsch <nateg@woodruff.build>
Cc: Larson, Troy <Troy.Larson@strand.com>; Ben Spilde <bens@woodruff.build>; Nick Beier <nickb@woodruff.build>; Fortune, Robert <Robert.Fortune@strand.com>; bdunkerson@velodynesystems.com; Spencer Bradnan <sbradnan@velodynesystems.com>
Subject: External: RE: Waterloo Biosolids: PRV Addition

Nate,

- The desire to go to 100 psig is driven by the City utilizing their existing polymer injection ring. They are seeing a higher discharge pressure (~50 psig). If I understand Velodyne's recommendations correctly, we want to maintain 30 psi differential, which would be in the 80-90 psi range.
- Each unit is rated for 80 gpm, so the max demand if all units are running is 3 x 80 gpm = 240 gpm.
- The PRV could be installed at any point on the 4" line inside the polymer room. It could even be installed in the dewatering room on the segment of pipe that already has a mega-flange and the pipe length could be adjusted as needed. (One location is identified below.) I welcome your input on any areas where it would be especially convenient to implement the change.



Thanks,
Sam

Sam Hocevar, P.E.
Strand Associates, Inc.®
608.251.4843 ext. 1213
sam.hocevar@strand.com | www.strand.com
P.E. (WI)

From: Nate Goetsch <nateg@woodruff.build>
Sent: Wednesday, December 22, 2021 9:29 AM
To: Hocevar, Sam <Sam.Hocevar@strand.com>
Cc: Larson, Troy <Troy.Larson@strand.com>; Ben Spilde <bens@woodruff.build>; Nick Beier <nickb@woodruff.build>; Fortune, Robert <Robert.Fortune@strand.com>; bdunkerson@velodynesystems.com; Spencer Bradnan <sbradnan@velodynesystems.com>
Subject: RE: Waterloo Biosolids: PRV Addition

[EXTERNAL EMAIL]: Verify sender before opening links or attachments.

Hi Sam,

Can you provide direction to the below questions? I want to make sure we have the PRV addressed prior to the Centrifuge 2 start-up.

Thank you,

Nate Goetsch | Project Manager
Woodruff Construction
Office: (319) 233-3349
Cell: (319) 800-9744



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From: Nate Goetsch
Sent: Wednesday, November 17, 2021 9:01 AM
To: Hocevar, Sam <Sam.Hocevar@strand.com>
Cc: Larson, Troy <Troy.Larson@strand.com>; Ben Spilde <bens@woodruff.build>; Nick Beier <nickb@woodruff.build>; Robby Droeszler <robbyd@woodruff.build>; Fortune, Robert <Robert.Fortune@strand.com>; bdunkerson@velodynesystems.com; Spencer Bradnan <sbradnan@velodynesystems.com>
Subject: RE: External: RE: Waterloo Biosolids: PRV Addition

Sam,

I spoke briefly with Spencer from Velodyne this AM – he is out on vacation this week but had some concerns/questions.

1) They are not sure if a 100 psig prv is available but they are looking further into it. They did question why the city desires it to go to 100 psig, can you comment?
2) If we look at adding the 4" option, what is the total flow in the 4" pipe?
3) If we change to the 4", presume you want this installed immediately before the 4" cross dip fitting? If so, are we allowed to cut and megaflange the prior spool, or is a new flange to flange spool required?

Thanks,

Nate Goetsch | Project Manager
Woodruff Construction
Office: (319) 233-3349
Cell: (319) 800-9744



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From: Hocevar, Sam <Sam.Hocevar@strand.com>
Sent: Monday, November 15, 2021 2:10 PM
To: Nate Goetsch <nateg@woodruff.build>; Spencer Bradnan <sbradnan@velodynesystems.com>
Cc: Larson, Troy <Troy.Larson@strand.com>; Ben Spilde <bens@woodruff.build>; Nick Beier <nickb@woodruff.build>; Robby Droeszler <robbyd@woodruff.build>; Fortune, Robert <Robert.Fortune@strand.com>
Subject: External: RE: Waterloo Biosolids: PRV Addition

Nate,

I discussed this further with the City. In lieu of the adjustable output pressure of 25 to 75 psig range, can a valve be provided to adjust up to 100 psig?

If so, can you provide a cost for the 1 additional PRV and a separate cost to replace the 2 PRVs that have already been installed on the other units? If you feel a 4" valve on the supply pipe would be more cost effective, we could consider that as well.

Thanks,
Sam

From: Nate Goetsch <nateg@woodruff.build>
Sent: Wednesday, November 10, 2021 9:49 AM
To: Spencer Bradnan <sbradnan@velodynesystems.com>; Hocevar, Sam <Sam.Hocevar@strand.com>
Cc: Larson, Troy <Troy.Larson@strand.com>; Ben Spilde <bens@woodruff.build>; Nick Beier <nickb@woodruff.build>; Robby Droeszler <robbyd@woodruff.build>; Fortune, Robert <Robert.Fortune@strand.com>
Subject: RE: Waterloo Biosolids: PRV Addition

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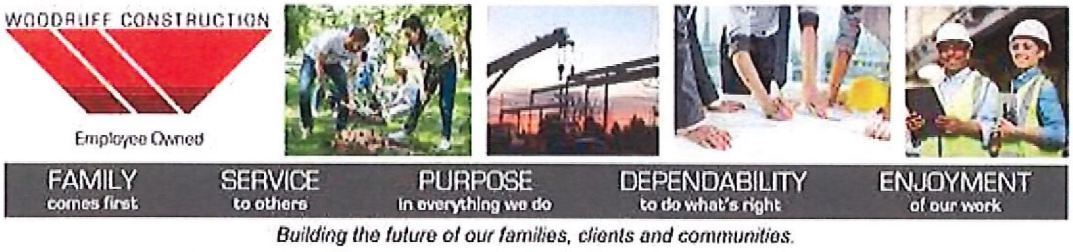
Sam,

Has there been any direction as of yet to procure the PRV for the 3rd polymer skid in 330?

Nate Goetsch | Project Manager
Woodruff Construction
Office: (319) 233-3349
Cell: (319) 800-9744



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From: Spencer Bradnan <sbradnan@velodynesystems.com>
Sent: Monday, November 1, 2021 1:12 PM
To: Hocevar, Sam <Sam.Hocevar@strand.com>; Nate Goetsch <nateg@woodruff.build>
Cc: Larson, Troy <Troy.Larson@strand.com>; Ben Spilde <bens@woodruff.build>; Nick Beier <nickb@woodruff.build>; Robby Droeszler <robbyd@woodruff.build>; Fortune, Robert <Robert.Fortune@strand.com>
Subject: RE: Waterloo Biosolids: PRV Addition

Sam,

That discharge pressure seems high. Typically we expect to see no more than 20 psi of discharge pressure, if its higher than that usually a clog or restriction is indicated. I would recommend you attempt to lower the discharge pressure rather than increase the inlet. Ultimately the units are rated to 100 psi so any inlet pressure below that is acceptable.

Please let me know if you have any other questions or concerns.

Best Regards,

Spencer Bradnan
VeloDyne Service Manager
543 S Pierce Ave
Louisville, CO 80027
Cell- 720-354-7114
Office- 303-530-3298 ext 218
Fax- 303-530-3368
sbradnan@velodynesystems.com

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VELODYNE

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From: Hocevar, Sam <Sam.Hocevar@strand.com>
Sent: Sunday, October 31, 2021 5:30 PM
To: Nate Goetsch <nateg@woodruff.build>; Spencer Bradnan <sbradnan@velodynesystems.com>
Cc: Larson, Troy <Troy.Larson@strand.com>; Ben Spilde <bens@woodruff.build>; Nick Beier <nickb@woodruff.build>; Robby Droeszler <robbyd@woodruff.build>; Fortune, Robert <Robert.Fortune@strand.com>
Subject: RE: Waterloo Biosolids: PRV Addition

Nate/Spencer -

City staff noted that they are seeing 50-60 psi discharge pressure on the line feeding the BFP. I assume if we are trying to hit a +30 differential we would want the water pressure downstream of the PRV to be in the 85-90 psi range? If so, the City wants to be sure that they have flexibility to operate any of the polymer skids with the BFP so that may impact our decision to go with the 2" vs 4".

Thanks,
Sa

From: Nate Goetsch <nateg@woodruff.build>
Sent: Thursday, October 28, 2021 12:17 PM
To: Spencer Bradnan <sbradnan@velodynesystems.com>; Hocevar, Sam <Sam.Hocevar@strand.com>
Cc: Larson, Troy <Troy.Larson@strand.com>; Ben Spilde <bens@woodruff.build>; Nick Beier <nickb@woodruff.build>; Robby Droeszler <robbyd@woodruff.build>; Fortune, Robert <Robert.Fortune@strand.com>
Subject: RE: Waterloo Biosolids: PRV Addition

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Sam,

Presume with Velodyne's response, we would want to go with the additional 2" vs rework the others and switch to a 4"? If this is incorrect, please et me know and we will move forward with additional pricing.

Thanks,

Nate Goetsch | Project Manager
Woodruff Construction
Office: (319) 233-3349
Cell: (319) 800-9744



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From: Spencer Bradnan <sbradnan@velodynesystems.com>
Sent: Thursday, October 28, 2021 11:26 AM
To: Hocevar, Sam <Sam.Hocevar@strand.com>; Nate Goetsch <nateg@woodruff.build>
Cc: Larson, Troy <Troy.Larson@strand.com>; Ben Spilde <bens@woodruff.build>; Nick Beier <nickb@woodruff.build>; Robby Droeszler <robbyd@woodruff.build>; Fortune, Robert <Robert.Fortune@strand.com>
Subject: RE: Waterloo Biosolids: PRV Addition

Sam,

75 psi is more than acceptable. The only pressure we truly require is at least 30 psi differential pressure Inlet over discharge.

Please let me know if you have any other questions or concerns.

Best Regards,

Spencer Bradnan
VeloDyne Service Manager
543 S Pierce Ave
Louisville, CO 80027
Cell- 720-354-7114
Office- 303-530-3298 ext 218
Fax- 303-530-3368
sbradnan@velodynesystems.com

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---

From: Hocevar, Sam <Sam.Hocevar@strand.com>
Sent: Thursday, October 28, 2021 8:29 AM
To: Nate Goetsch <nateg@woodruff.build>
Cc: Larson, Troy <Troy.Larson@strand.com>; Spencer Bradnan <sbradnan@velodynesystems.com>; Ben Spilde <bens@woodruff.build>; Nick Beier <nickb@woodruff.build>; Robby Droeszler <robbyd@woodruff.build>; Fortune, Robert <Robert.Fortune@strand.com>
Subject: Re: Waterloo Biosolids: PRV Addition

Nate,

Thanks for this. Two follow up questions. First - can you confirm with Velodyne that the 25-75 psi range is appropriate for this installation? City staff have indicated that an 85 psi setpoint was suggested by Velodyne.

If a higher rating is recommended, what would the cost be for a 4" PRV that would be installed on the main header in lieu of each individual dilution water feed line.

Thanks,
Sam

From: Nate Goetsch <nateg@woodruff.build>
Sent: Thursday, October 28, 2021 8:10 AM
To: Hocevar, Sam <Sam.Hocevar@strand.com>
Cc: Larson, Troy <Troy.Larson@strand.com>; Spencer Bradnan <sbradnan@velodynesystems.com>; Ben Spilde <bens@woodruff.build>; Nick Beier <nickb@woodruff.build>; Robby Droeszler <robbyd@woodruff.build>; Fortune,

Robert <Robert.Fortune@strand.com>
Subject: Waterloo Biosolids: PRV Addition

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Sam,

Please find attached pricing to add a pressure reducing valve to the project, specially at a polymer skid in 330. We would like to proceed ASAP with the order, so please advise on direction.

Thank you,

Nate Goetsch | Project Manager
Woodruff Construction
Office: (319) 233-3349
Cell: (319) 800-9744



www.woodruff.build

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WOODRUFF CONSTRUCTION

1717 Falls Avenue | Waterloo, IA 50701
Ph: (319) 233-3349 Fax: (319) 233-3369

November 1, 2021

RE: Waterloo F.Y. 2020 Wastewater Treatment Plant Biosolids Modifications

SUBJ: Centrifuge CIP Pipe and Solenoid Valve Pricing

To whom it may concern,

The following is our pricing to add the CIP Piping to the (2) Centrifuges:

Labor	=	$3,360.00
Misc Pipe/Ball Valves/Braided Flex SS/Supports	=	$1,200.00
Solenoid Valves (Centrysis Quote)	=	$3,385.31
Mark-up	=	$1,191.80
Insurance	=	$82.00
Bond	=	$174.00

The total price for the change is an add of $9,393.11.

Sincerely,
WOODRUFF CONSTRUCTION, LLC

Nate Goetsch, Project Manager

centrisys®
CENTRIFUGE SYSTEMS

Sales Quote

Sales Quote Number: **SQ-33432**

Sales Quote Date:	Quote Exp . Date
8/10/2021	8/31/2021
Customer ID	**Contact**
C001417	
Cust. Phone	**Cust. Fax**
515-232-4535 Ext	515-232-4538
michellea@woodruff.build	

Centrisys Corporation
9586 58th Place
Kenosha, WI 53144

Sell To: Woodruff Construction, LLC
1920 Philadelphia St
Suite 102
Ames, IA 50010
United States

Ship To: Woodruff Construction, LLC
3505 Easton Avenue

Waterloo, IA 50702
United States

Terms	Ext Doc No.	Your Reference	Ship Via	Shipping Agent	Shipping Agent Service	Loc Code
Net 30						KENOSHA

Number	Description	Quantity	Unit	Unit Price	Discount Unit Price	Discount	Total Price
34751	Solenoid Valve, 1" NC, Slow Closure Vendor has 2 on hand	2	Each	809.02	809.02		1,618.04

Amount Subject to Sales Tax	Amount Exempt from Sales Tax		
0.00	5,003.35	Subtotal:	5,003.35
		Invoice Discount:	0.00
		Total Sales Tax:	0.00
		Total:	5,003.35

WISCONSIN MANUFACTURER OF THE YEAR

CITY OF WATERLOO, IOWA

Waste Management Services
3505 Easton Ave. • Waterloo, IA 50702 • Phone (319) 291-4553 • Fax (319) 291-4523

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

VACANT
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

March 1, 2022

Memo to Waterloo Mayor and Council

RE: Change Order No.6 Wastewater Treatment Plant Biosolids Modification Project-City Contract No. 994

Background Discussion:

This change order No 6. for the contract with Woodruff Construction related to the above-reference project captures several modification (deductions and additions) to the original Contract resulting in a net addition of $75,019.11 to the contract price.

Recommended Action:

It is recommended approval of Change Order No. 6 for a net addition of $75,019.11.
With the original contract price of $16,587,300.00 this Change Order and earlier Change Orders will result in a new contract price of $16,796,620.21. This will reflect an overall 1.3% percent increase change in the Original Contract value.

CITY OF WATERLOO

Council Communication

Motion to approve Change Order No. 6 from Vieth Construction Corporation, of Cedar Falls, Iowa, for a net increase of $12,925.00, 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.

City Council Meeting: 3/21/2022
Prepared: 3/2/2022

ATTACHMENTS:

Description	Type
Change Order No. 6	Backup Material

SUBJECT:	Motion to approve Change Order No. 6 from Vieth Construction Corporation, of Cedar Falls, Iowa, for a net increase of $12,925.00, 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.
Submitted by:	Submitted By: Matt Schindel, Associate Engineer
Recommended Action:	Approve change order.
Summary Statement:	
Implementation, Accountability, and Communication:	G.O. Bonds
Expenditure Required/Source of Funds:	80% Federal Cost 20% City Cost

IOWA DOT
Form 831240 (12-20)

Accounting ID No.(5-digit number): 37266

Change Order No.: 06

CHANGE ORDER

For Local Public Agency Projects

No.: 06

Non-Substantial: ☒ 2/28/2022

Substantial: ☐ Administering Office Concurrence Date

Accounting ID No. (5-digit number): 37266

Project Number: TAP-U-8155(774)--8I-07

Contract Work Type: PCC Sidewalk/Trail

Local Public Agency: Waterloo

Contractor: Vieth Construction Corp.

Date Prepared: February 18, 2022

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

Adding pedestrian signal head, pushbuttons and pavement markings to the west leg of the Conger/Hwy 63 Intersection.

B - Reason for change:

There are currently no pedestrian accommodations on the west leg of the intersection, and the current traffic stop bar is in the crosswalk area. Replacing the stop bar back, and adding a painted crosswalk, signal heads, and pedestrian pushbuttons will connect the new trail to the existing trail south of Conger Street.

C - Settlement for cost(s) of change as follows with items addressed in Sections E and/or G:

Traffic Signalization- Pedestrian signal heads and pushbuttons
Material- $6,737.50 (includes 10% markup)
Includes 2 APS push buttons with signs, 2 countdown pedestrian heads with adjustable mounts, all the wire required to complete change order, load switches for the cabinet, and any cabinet modifications.
Labor- $3,712.50 (Includes 10% markup)
Total Traffic Signalization with markup- $10,450

Pavement Marking Removal- $429= 0.46STA x $932.61(Includes 10% markup)
Painted Pavement Markings- $726 = 1.08STA x $672.22(Includes 10% markup)
Traffic Control- $1,320 increase to lump sum bid item

Change Order 6 Total- $12,925.00

D - Justification for cost(s) (See I.M. 6.000, Attachment D, Chapter 2.36, for acceptable justification):

These prices seem reasonable compared to the average costs, the prices are higher than average due to the small amount of work that will be required, and having multiple mobilizations. The Iowa DOT prices for the painted pavement markings are usually between $4.83-$2,200.00, and our price is between those at $672.22. The DOT prices for pavement marking removed are between $2.50-$2,000, and our price is between those at $932.61.

The traffic signalization price is lower than average because it is not for the entire intersection, and only includes necessary work to install pedestrian pushbutton and associated pedestrian signal heads.

E - Contract time adjustment: ☐ No Working Days added ☒ Working Days added: 7 ☐ Unknown at this time

Justification for selection:
Additional 5 days for the pushbutton installation and traffic cabinet modifications, there is also a several month lead time for the material.
Additional 2 days for the traffic control setup, pavement marking removals, and painting new pavement marking.

Accounting ID No.(5-digit number): 37266

Change Order No.: 06

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
x		0240	Traffic Control- Increase	$1,320.00	1.000	$1,320.00

Add Row Delete Row TOTAL $1,320.00

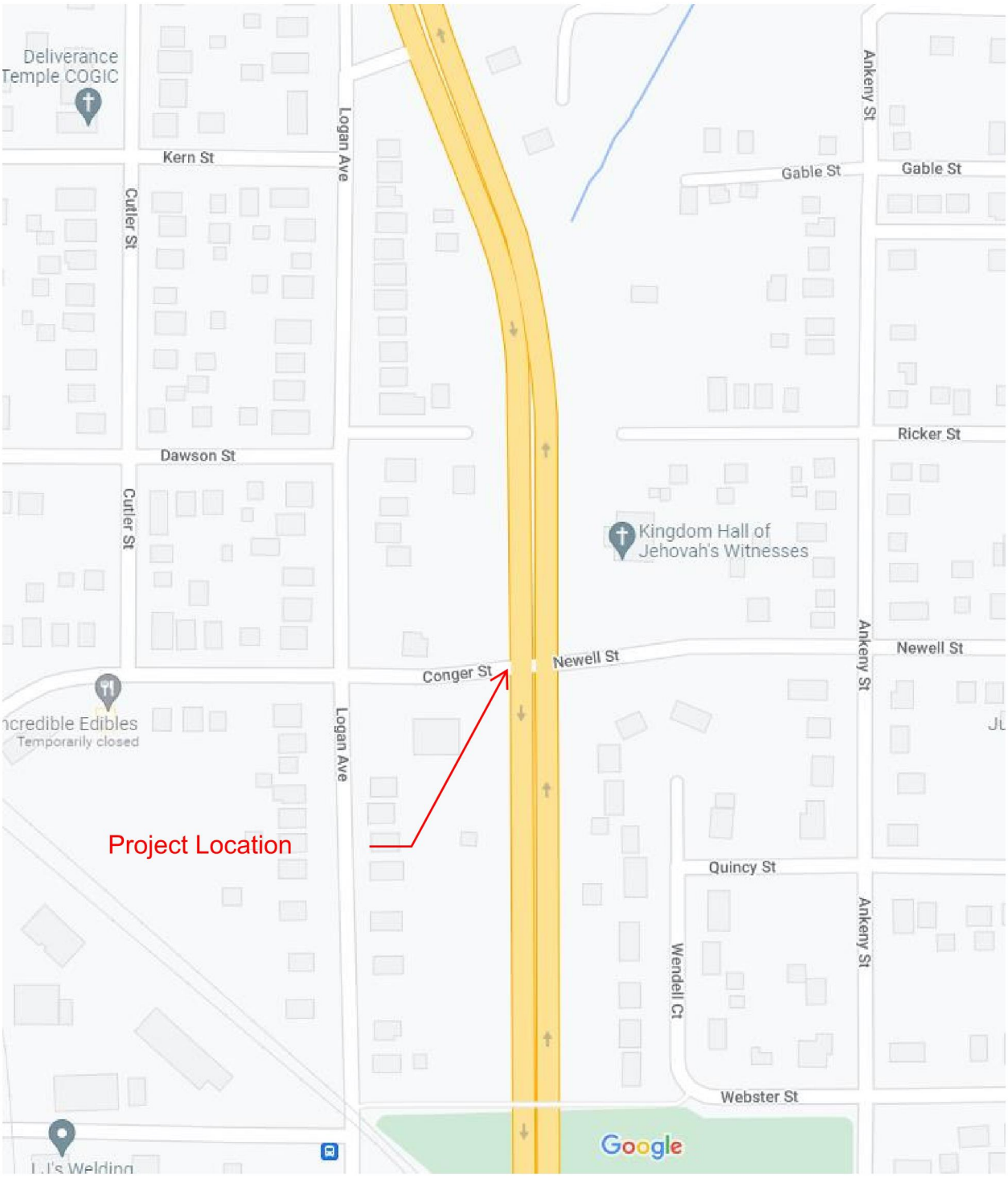
G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
x		8008	2525-0000100	Traffic Signalization-Pedestrian Signal Heads and Pushbuttons	$10,450.00	1.000	$10,450.00
x		8009	2527-9263109	Painted Pavement Markings, Waterborne or Solvent-Based	$672.22	1.080	$726.00
x		8010	2527-9263180	Pavement Markings Removed	$932.61	0.460	$429.00

Add Row Delete Row TOTAL $11,605.00

H. Signatures

Signatures will be applied through DocExpress.


Deliverance Temple COGIC
Kern St
Logan Ave
Ankeny St
Gable St
Gable St
Cutler St
Dawson St
Ricker St
Cutler St
Kingdom Hall of Jehovah's Witnesses
Newell St
Conger St
Newell St
Ankeny St
Logan Ave
Project Location
Quincy St
Ankeny St
Wendell Ct
Webster St
Google

CITY OF WATERLOO

Council Communication

Motion approving Change Order No. 31 with Cardinal Construction, Inc., of Waterloo, Iowa, for a net increase of $2,665.00, in conjunction with the Five Sullivan Brothers Convention Center Addition and Renovation Project, and authorizing the Mayor to execute said document.

City Council Meeting: 3/21/2022
Prepared: 3/1/2022

ATTACHMENTS:

Description	Type
Change Order #31 - 5 Bros Addition Reno	Backup Material

SUBJECT:	Motion approving Change Order No. 31 with Cardinal Construction, Inc., of Waterloo, Iowa, for a net increase of $2,665.00, in conjunction with the Five Sullivan Brothers Convention Center Addition and Renovation Project, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	PR 22: Add acoustical ceilings and break metal.

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Five Sullivan Brothers Convention Center Addition and Renovation, Waterloo, IA.

CONTRACT INFORMATION:
Contract For: General Construction
Project No: 20-23943
Date: September 08, 2020

CHANGE ORDER INFORMATION:
Change Order Number: 031

Date: February 28, 2022

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

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

CONTRACTOR: *(Name and address)*
Cardinal Construction, Inc.
1246 Martin Road
Waterloo, IA 50701

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

A. PR 22: Add acoustical ceilings and break metal.....**Add $2,665.00**

TOTAL AMOUNT OF THIS CHANGE ORDER, ADD TO CONTRACT SUM $2,665.00.

The original Contract Sum was	$	5,516,300.00
The net change by previously authorized Change Orders	$	453,336.30
The Contract Sum prior to this Change Order was	$	5,969,636.30
The Contract Sum will be increased by this Change Order in the amount of	$	2,665.00
The new Contract Sum including this Change Order will be	$	5,972,301.30

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be August 22, 2021.

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

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

I & S Group, Inc. (ISG)	Cardinal Construction, Inc.	City of Waterloo
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Nathan Compton, Architect	Katy Susong, President	Quentin Hart, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
February 28, 2022	2/28/22	
DATE	**DATE**	**DATE**

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User Notes:

CITY OF WATERLOO

Council Communication

Recommendation of appointment of Brian Wirtz, from the current Civil Service list, to the position of Combination Inspector II in the Building Department, effective March 28, 2022.

City Council Meeting: 3/21/2022
Prepared: 3/9/2022

ATTACHMENTS:

Description	Type
Job Description	Backup Material
Personnel Request Form	Backup Material
Personnel Request Questions	Backup Material

SUBJECT:	Recommendation of appointment of Brian Wirtz, from the current Civil Service list, to the position of Combination Inspector II in the Building Department, effective March 28, 2022.
Submitted by:	Submitted By: Greg Ahlhelm, Building Official
Recommended Action:	Approval
Summary Statement:	This position fills a vacancy due to retirement.

Submit resume by going to www.cityofwaterlooiowa.com clicking on Job Openings, reviewing the Combination Inspector II description and following directions to submit cover letter and resume. We will not accept mailed, faxed, hand-delivered or directly emailed resumes. Deadline to submit resume is Noon on January 7, 2022.

CIVIL SERVICE NOTICE
CITY OF WATERLOO, IOWA
OPEN EXAMINATION

COMBINATION INSPECTOR II

DEPARTMENT	:	**COMMUNITY PLANNING & DEVELOPMENT** **BUILDING INSPECTIONS**
WAGE	:	**$29.69 per hour with $1.00 increase after 6 month probation**
FLSA	:	**NON-EXEMPT**
CIVIL SERVICE	:	**INCLUDED**
BARGAINING UNIT	:	**MUNICIPAL EMPLOYEES LOCAL #177**

GENERAL STATEMENT OF DUTIES

Skilled technical position under the general direction of the CMOM Coordinator for performing onsite inspections to secure compliance with Black Hawk County and the City of Waterloo ordinances and regulations governing the Fats Oil Grease (FOG) program and foundation drain disconnects. Performs onsite inspections relating to the installation and repair of dwellings; onsite inspections of rental units and the performance of code enforcement duties under the general direction of the Building Inspections Division. No supervisory duties.

EXAMPLES OF ESSENTIAL FUNCTIONS

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

1. Performs inspections and re-inspections of Food Service Establishments (FSE) for Fats Oil and Grease (FOG) to ensure compliance with the Waterloo Plumbing Code (UPC) and the City's FOG Ordinance: Ensures grease traps and interceptors, paperwork, files, etc. are properly maintained at FSE site.

2. Ensures all Food Service Establishments follow appropriate Best Management Practices (BMPs)

3. Locates new FSE businesses and helps orient the owners to FOG program requirements.

4. Receives and /or reviews various records and reports related to FOG Program. Prepares and or generates various records and reports including grease removal device sizing request, maintenance records, etc.

5. Conducts Foundation Drain and Sump Pump Disconnect Inspections to identify and document illegal cross connections into the sanitary sewer.

6. Investigates complaints regarding violations of City life safety codes for rental property, identifies code deficiencies and informs property owner of deficiencies in a clear, concise and punctual manner.

7. Follows up on code enforcement issues, dilapidated buildings, garages, investigates complaints, prepares reports and maintains records of work performed.

8. Inspects new and existing electrical, building, plumbing and HVAC installations in residential and commercial buildings for conformance with safety standards, laws and ordinances.

9. Checks work on required permits to see that building, plumbing, electrical and HVAC work complies with ordinances and regulations and recommends methods for improvement.

10. Assists and advises citizens and building contractors by answering questions concerning the installation and repair of electrical, plumbing, HVAC and other building or remodeling issues.

11. Prioritizes and schedules time effectively with limited supervision.

12. Uses independent judgment and decision-making skills to recognize and solve problems as they relate to City codes and ordinances.

13. Maintains accurate and thorough records of work performed.

14. Performs inspections as assigned by Building Official to include but not be limited to enforcement of International Building Code (IBC), International Residential Code (IRC), International Mechanical Code (IMC), Waterloo Plumbing Code (UPC) and International Property Maintenance Code (IPMC). Files complaints and testifies in court.

15. Inspections may be performed outdoors in all types of weather extremes for extended periods of time; environment may be dry/dusty, slippery/wet, hot/cold, excessively noisy with limited visibility; mechanical and electrical hazards may be present; atmosphere may contain dust and fumes; inspections performed from flat surface roofs up to twenty-four (24) feet in the air; walking surface may be uneven with construction materials, debris or other obstructions.

16. Inspections often require stooping, kneeling, squatting, climbing or bending sometimes in cramped or difficult to navigate/reach areas.

17. Compiles reports, performs data entry and completes forms on personal computer using the applicable software.

18. Operates passenger type vehicle to drive to inspection sites to perform inspections and respond to code complaints.

19. Performs work of a repetitive nature and varied workload pace.

20. Works independently and with others with minimum supervision.

21. Regular attendance on the job and at the work site is required.

22. Performs all work duties and activities in accordance with City policies, procedures and OSHA and Building Inspections safety rules and regulations.

23. Performs all other duties as assigned by the Building Official and Sewer Superintendent.

REQUIRED KNOWLEDGE & ABILITIES

1. Considerable knowledge of standard practices, tools and terminology of all phases of construction trades.

2. Personal computer skills and ability to learn related software applications, enter and retrieve information on a computer, organize information through use of a computerized database, develop computer-generated reports and update records; knowledge of Microsoft Office software including Microsoft Word, Excel, Publisher, PowerPoint and Outlook and ability to learn specialized software used for the City of Waterloo permit system.

3. Knowledge of occupational hazards and safety precautions necessary in inspection and code enforcement activities and ability to enforce safety precautions.

4. Ability to identify possible problems involved in building, plumbing, electrical and mechanical operations as they relate to permit applications.

5. Ability to consult with property owners and contractors and sufficient interpersonal skills to communicate tactfully orally and in writing

in a clear, concise and easily understandable manner while performing inspection duties.

6. Ability to use independent judgment to recognize and effectively resolve sensitive enforcement disputes and make decisions and recommendations regarding enforcement of related municipal ordinances.

7. Ability to perform professional work, research and give reliable advice on a wide range of code enforcement matters.

8. Ability to understand and carry out written and verbal instructions and to respond appropriately to questions from supervisors, coworkers, contractors and the public.

9. Ability to complete assigned work without direct supervision.

10. Ability to maintain working relationships and interact respectfully with other City departments and employees, City officials, property owners and the public.

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

ACCEPTABLE EXPERIENCE & TRAINING

1. Bachelor's Degree in construction technology or closely related field with minimum three years experience in the construction trades and customer service

OR

Associate's Degree in construction technology or closely related field with minimum five years experience in the construction trades and one year in customer service

OR

High school graduate/G.E.D. with minimum ten years experience in the construction trades and two years in customer service

OR

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

2. Must obtain certification as Residential Inspector within one year of hire date and Residential Plumbing Inspector within one year of hire date.

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

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient communication skills that permits the employee to interact effectively with the public, coworkers and property owners. Uses hand-held radio and telephone as communication devices to maintain contact with office.

2. Sufficient hearing to understand and carry out

instructions and to respond verbally to questions from supervisor, coworkers, property owners and the public.

3. Sufficient personal mobility that permits the employee to operate passenger vehicle (generally a small pickup truck) safely in all types of weather and a variety of road conditions and to inspect properties in all areas of the City.

4. Sufficient mobility that permits the employee to stoop, kneel, squat, climb or bend/crouch sometimes in cramped or difficult to reach areas when performing inspections.

5. Sufficient vision and depth perception to drive a passenger vehicle and inspect new and remodeled building projects to assure they meet applicable codes; sufficient color vision that permits the employee to identify colored indicator lights on electronic control panels, etc.

MISCELLANEOUS

1. Must wear personal protective equipment such as safety shoes, safety glasses, hardhat and hearing protection as appropriate.

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

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

4. Required to submit to and pass Civil Service examination procedures including oral interview testing.

WORK SCHEDULE

Work schedule will generally be 7:30 a.m. - 4:00 p.m. Monday through Friday with ½ hour unpaid lunch. Work hours and days subject to change with appropriate notice per collective bargaining agreement. Limited overtime.

EXAMINATION INFORMATION

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

ORAL EXAMINATION DATE

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

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

RECEIVED JUL 2 1 2021

PERSONNEL REQUISITION FORM

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

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

****

Position Title: Combination Inspector II Department: Building

Reports To: Building Official Work Location: City Hall

Employment Status: [X] Regular Full Time [ ] Temporary Full Time from _____ to _____
[ ] Regular Part Time [ ] Temporary Part Time from _____ to _____
[ ] Regular 7-Month [ ] Intern/Co-op Student from _____ to _____

Type of Position:
Civil Service Position: [X] Yes [ ] No
Bargaining Position: [X] Yes [ ] No
Bargaining Group: _____
Non-bargaining Position: [ ] Yes [ ] No

Recommended Recruitment Sources:
[ ] Internal Posting Only
[ ] Internal Posting and External Advertising

****

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

[ ] New Position or [X] Replacement Position for: Combination Inspector – Bob Lenzkow
(Specify name and title of former incumbent)

If replacement, former incumbent: [X] Retired/Resigned/Terminated [ ] Transferred [ ] Promoted

Date incumbent terminated employment: 7-9-2021 Date of final payout: _____

Anticipated start date: _____ No. of hours/week: 40 Work schedule: 7:30 a.m. – 4:30 p.m.

Justification of need for position:

What are the likely consequences if the position is not filled?

APPROVALS

s/b $30.69

Annual salary requirements: _____ Hourly Rate: ~~29.80~~ Benefits: _____
(Payroll taxes, pension, health ins.- assuming family)

Is position budgeted for this and future FYs? [X] Yes [ ] No If no, how will position be funded? _____

Approved subject to the following conditions: _____

Submitting Department Head	7-21-2021 Date	Mayor	Date
Chief Financial Officer	8-23-21 Date	Human Resources Director	8/23/21 Date
Human Resources Committee Chairperson	Date		

Created 6/30/2017

PERSONNEL REQUISITION
Combination Inspector

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

(1) What are the key job responsibilities of this position?
Perform combination inspections for building permits, as well as the Fog Program in the City of Waterloo.

(2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not? - No. Each inspection position is subject to specific training.

(3) How is the work of this position being accomplished now?
Combination inspections are being provided by (2) Chief City Inspectors - Building and Electrical and Fog Inspections are being performed by our Commercial Fire Inspector.

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

(5) How would filling this position meet the needs of your department or the City on either a short-term basis (if temporary position) or a long-term basis (if a regular position)?
It is crucial to insure timely and efficient inspections are being performed for the City of Waterloo.

(6) What cost savings or revenues, if any, would your department or the City realize if this position is filled?
Filling this position allows the remaining inspectors to perform assigned duties and not be subject to working extra hours.

(7) If you are paying overtime or comp time within your department to accomplish this work now, how much overtime or comp time has been paid out or earned that is directly attributable to this position and over what period of time?
No. This has been accomplished by having the City of Waterloo's Chief Building and Chief Electrical inspectors provide their services for combination inspections.

(8) How has the workload or demands of your department changed in comparison to your staffing levels over the past three fiscal years? Provide statistics if possible.
The city strives to further economic development growth yearly. We have increased our permit valuations from 91.2 million in 2013 to 140 million in 2021. This growth directly results in more permits followed by increased inspections.

(9) If this position is not filled, what affect will it have on your department? What work will not be done? What costs will you incur? Please be as specific as possible.
The city inspection process will suffer delays as our chief inspectors are helping to alleviate the additional burden.

(10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation?
The inspectors plan their schedules accordingly.

(11) Is it possible that the City could outsource this position to an outside agency? If so, what savings, if any, would the City realize as a result of this change? No

(12) How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you?
It is an important position as one inspector is on site to handle building, hvac, plumbing, and electrical inspections.

(13) How does this position impact the Goals and Objectives for the City adopted by the City Council?
It provides a service to the residents and contractors in a timely and professional manor.

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

CITY OF WATERLOO

Council Communication

Motion to approve Exception to Burning Yard Waste application by Sharon Stiles, to burn approximately 18.8 acres of native prairie located on the southwest portion of 4335 Logan Avenue, during the month of April 2022, weather permitting.

City Council Meeting: 3/21/2022
Prepared: 3/9/2022

SUBJECT:	Motion to approve Exception to Burning Yard Waste application by Sharon Stiles, to burn approximately 18.8 acres of native prairie located on the southwest portion of 4335 Logan Avenue, during the month of April 2022, weather permitting.
Submitted by:	Submitted By: Pat Treloar, Fire Chief

CITY OF WATERLOO

Council Communication

Bonds.

City Council Meeting: 3/21/2022
Prepared:

ATTACHMENTS:

Description	Type
Bonds for council approval 3.21.2022	Backup Material

SUBJECT: Bonds.

BONDS FOR COUNCIL APPROVAL
March 21, 2022

RIGHT OF WAY CONSTRUCTION BOND — AMOUNT $15,000.00

SY95411	ANACAPA ASSOCIATES, LLC	WATERLOO, IA
7900418841	ALL STAR PLUMBING AND HEATING	HUDSON, IA
55027	BAKER ENTERPRISES, INC. DBA BAKER CONCRETE & EXCAVATING	WAVERLY, IA
7900452203	BOWER'S MASONRY, INC.	WATERLOO, IA
IA 537158	CEDAR VALLEY CORP., LLC	WATERLOO, IA
IA 537837	DON GARDNER CONSTRUCTION CO.	WATERLOO, IA
IA 60054	GREG HASSMAN DBA ROYAL TURF, LLC	CEDAR FALLS, IA
7900378903	PHILIPPSON CONCRETE CONSTRUCTION, INC.	MANCHESTER, IA
IA 597492	PM SYSTEMS CORPORATION DBA PATE ASPHALT	MARION, IA
IA 627709	QUALITY CONSTRUCTION SERVICES	ELDRIDGE, IA
7900453032	REYES CONCRETE SERVICES LLC	JESUP, IA
95 02 3294 8	SWEERIN BROTHERS MASONRY	WATERLOO, IA
64676758	THE GLEASON CONSTRUCTION CORP	WATERLOO, IA
IA5605212	TODD BORWIG	WATERLOO, IA
7900452191	TODD VANDORN DBA TODD VAN DORN CONSTRUCTION	CEDAR FALLS, IA
IA 601424	TONY'S PLUMBING & HEATING LLC	CEDAR FALLS, IA
6075016	WHOLE EXCAVATION LLC	HUDSON, IA

CITY OF WATERLOO

Council Communication

Request by Gray Transportation for a site plan amendment to the "M-2,P" Planned Industrial District to construct a new 116 foot by 80 foot 9,280 square foot maintenance building located north of 2550 GT Drive.

City Council Meeting: 3/21/2022
Prepared: 3/8/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a site plan amendment to the "M-2,P" Planned Industrial District to allow for the 116 foot by 80 foot, 9,280 square foot truck maintenance facility located north of 2550 GT Drive.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt the ordinance.

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

Recommended Action: Approval

The applicant is requesting to construct a new 9,280 square foot truck maintenance facility on land at east end of their current site, a ~1.8 acre site generally located at the northwest corner of GT Drive and Northeast Drive.

The area in question has been zoned "M-2,P" Planned Industrial District since March 13, 1995, when the land was rezoned from "A-1" Agricultural District. Surrounding land uses and their zoning designations are as follows:
North – industrial buildings (QCI) and lots, zoned "M-2,P" Planned Industrial District.
South – industrial buildings (ABC, ConTrol), zoned "M-2,P" Planned Industrial District.
East – industrial buildings (Ryder, Deere), zoned "M-2,P" Planned Industrial District.
West – industrial buildings (Gray), zoned "M-2,P" Planned Industrial District

The proposed building is 116' by 80' in dimensions. It shows office areas,

Summary Statement:	restrooms, break room, locker rooms, and mechanical rooms for the operation of the truck maintenance facility. The east elevation shows 3 large and one smaller overhead doors, while the west elevation has 4 large overhead doors. The exterior of the building is a mix of metal clad siding and ground face finish concrete block, with the first 4' a concrete stem wall. The building will sit over 80' back from Northeast Drive, and approximately 30' back from GT Drive. There are parking stalls for staff and customer parking along the southern and eastern sides of the building, with other areas for trucking turning, storage, and parking. The rear yard is also over 160' in setback. The site plan shows two curb cuts onto Northeast Drive for entrance and exiting of the site. The proposed development is expanding a partnership with Ryder and Gray Transportation for expansion in this area. The lot is City-owned and will be conveyed by a Development Agreement as a part of the process for construction. The Planning and Zoning Commission unanimously recommended approval of the request at their regular meeting on 2/8/22. Therefore, staff recommends that the request for site plan amendment in the "M-2,P" Planned Manufacturing District, be approved for the following reasons: 1. The request is in conformance with the Comprehensive Plan and Future Land Use Map for this area. 2. The request would not appear to have a negative impact on traffic conditions in the area. 3. The request would not appear to have a negative impact upon the surrounding area.
Neighborhood Impact:	The request to construct the truck maintenance facility would appear to have a positive impact upon the surrounding area as it would appear to be compatible with other industrial development in the area.
Data/Analysis and Strategies:	Economic Development and Land Use.
Community Engagement Methods:	The Planning, Programming, and Zoning Commission held a public hearing on February 8, 2022. Notice letters were sent to property owners.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	That part of Lot 8, Northeast Industrial Park, Plat No. 1, Waterloo, Black Hawk County, Iowa, laying north of the north line of GT Drive as described in Miscellaneous Book 337 Page 508, in the Black Hawk County Recorder's Office.

REQUEST:	Request by Gray Transportation for a site plan amendment to the “M-2,P” Planned Industrial District to allow for the expansion of their site at 2459 GT Drive with an additional 116’ by 80’ truck maintenance facility.
APPLICANT(S):	Gray Transportation, 2459 GT Drive, Waterloo, Iowa 50703
GENERAL DESCRIPTION:	The applicant is requesting to construct a new 9,280 square foot truck maintenance facility on land at east end of their current site, a ~1.8 acre site generally located at the northwest corner of GT Drive and Northeast Drive.



SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The request to construct the truck maintenance facility would appear to have a positive impact upon the surrounding area as it would appear to be compatible with other industrial development in the area.
VEHICULAR & PEDESTRIAN	The proposed site plan amendment would not appear to have a negative impact upon vehicular or pedestrian traffic

TRAFFIC CONDITIONS:	conditions in the area. The site is served by Northeast Drive, which is a Collector.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	There are no trails or sidewalks in the immediate project area. None are recommended for the site development.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area in question has been zoned “M-2,P” Planned Industrial District since March 13, 1995, when the land was rezoned from “A-1” Agricultural District. Surrounding land uses and their zoning designations are as follows: **North** – industrial buildings (QCI) and lots, zoned “M-2,P” Planned Industrial District. **South** – industrial buildings (ABC, ConTrol), zoned “M-2,P” Planned Industrial District. **East** – industrial buildings (Ryder, Deere), zoned “M-2,P” Planned Industrial District. **West** – industrial buildings (Gray), zoned "M-2,P" Planned Industrial District
BUFFERS/ SCREENING/ LANDSCAPING REQUIRED:	No buffers would be required. The applicant will need to submit and execute a landscaping plan for the site during the building permit approval process.
DRAINAGE:	It will be necessary that a storm water detention plan is submitted, as well as a SWPPP to the Engineering Department for review and approval. The proposed request would not appear to have a negative impact upon drainage in the area if proper storm water detention techniques are put in place.
DEVELOPMENT HISTORY:	The surrounding area has been designed and developed as an industrial park. Gray Transportation was built in 2002 as one of the first tenants in the park.
FLOODPLAIN:	No portion of the property is located in the 100-year flood plain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0193F, dated July 18, 2011. However, the flood plain is not in the proposed location of the building.
PUBLIC /OPEN SPACES/ SCHOOLS:	There are no schools in close proximity to the site. There are no parks in the immediate vicinity.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	All utilities are in close proximity to the site in Northeast Drive, GT Drive.

RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:

The Future Land Use Map designates this area as *Industrial.* The proposed site plan amendment would be in conformance with the Comprehensive Plan and Future Land Use Map for this area.

STAFF ANALYSIS – ZONING ORDINANCE:

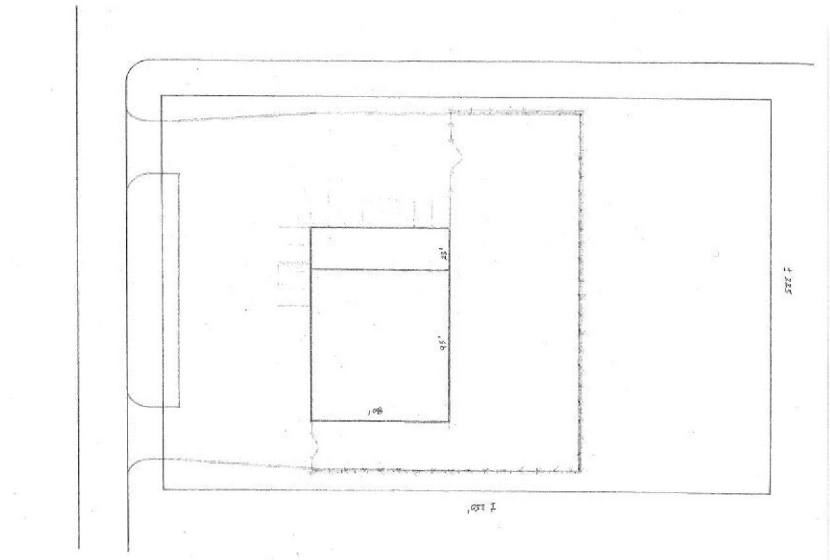
The applicant is requesting to construct up to an 9,280 square foot building with truck turnaround, storage, and parking areas. The development would work as an expansion of the Gray Transportation site to the west.

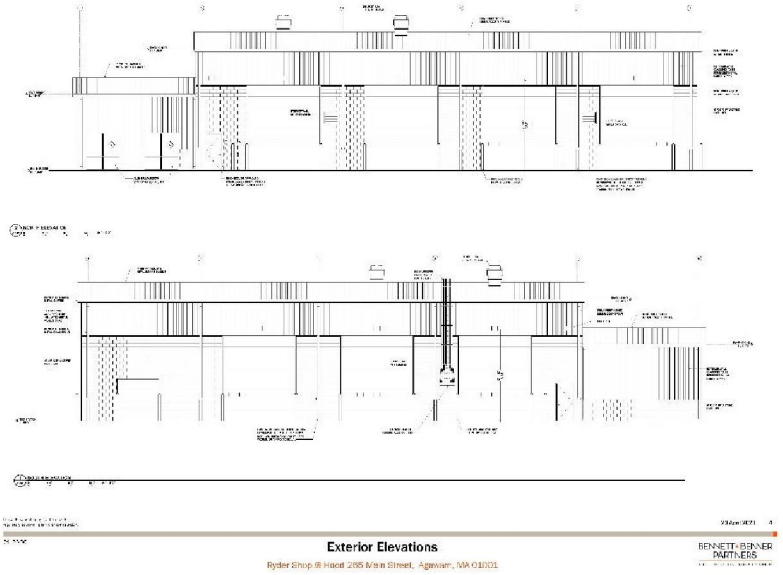
The area in question is zoned “M-2,P” Planned Industrial District, and this zoning is designed to permit the establishment of industrial parks and to provide for the orderly planned growth of industries on large tracts of land, and allowing greater flexibility and diversification of land uses and building locations. It is also intended that such industrial parks be developed to maximize the potentials of industrial areas and at the same time minimize any adverse effect upon adjacent properties in other zoning districts.

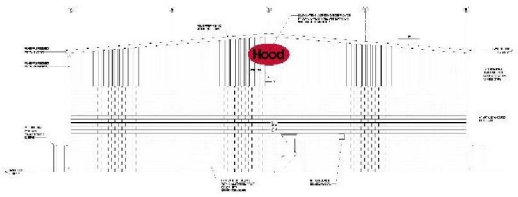
The proposed building is 116’ by 80’ in dimensions. It shows office areas, restrooms, break room, locker rooms, and mechanical rooms for the operation of the truck maintenance facility. The east elevation shows 3 large and one smaller overhead doors, while the west elevation has 4 large overhead doors. The exterior of the building is a mix of metal clad siding and ground face finish concrete block, with the first 4’ a concrete stem wall.

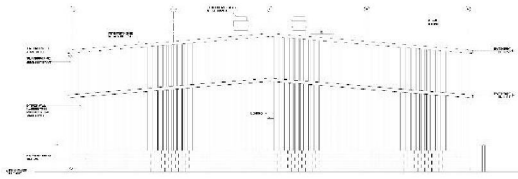
The building will sit over 80’ back from Northeast Drive, and approximately 30’ back from GT Drive. There are parking stalls for staff and customer parking along the southern and eastern sides of the building, with other areas for trucking turning, storage, and parking. The rear yard is also over 160’ in setback. The site plan shows two curb cuts onto Northeast Drive for entrance and exiting of the site.

The proposed development is expanding a partnership with Ryder and Gray Transportation for expansion in this area. The lot is City-owned and will be conveyed by a Development Agreement as a part of the process for construction.

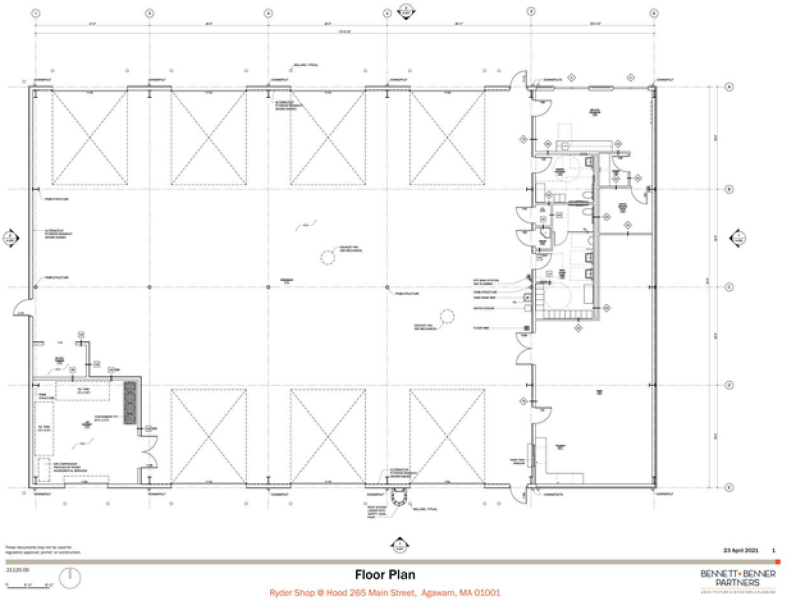



Exterior Elevations
Ryder Shop @ Hood 285 Main Street, Agawam, MA 01001
BENNETT+BENNER PARTNERS


Hood




Exterior Elevations
Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001
BENNETT+BENNER PARTNERS


Floor Plan
Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001
BENNETT+BENNER PARTNERS



Picture 1: Looking at south side of existing building.



Picture 2: North side of existing building.



Picture 3: Truck parking west of where the new building will be constructed.



Picture 4: Looking at existing parking lot where building will be constructed.



Picture 5: Looking east along GT Drive toward Northeast Drive.

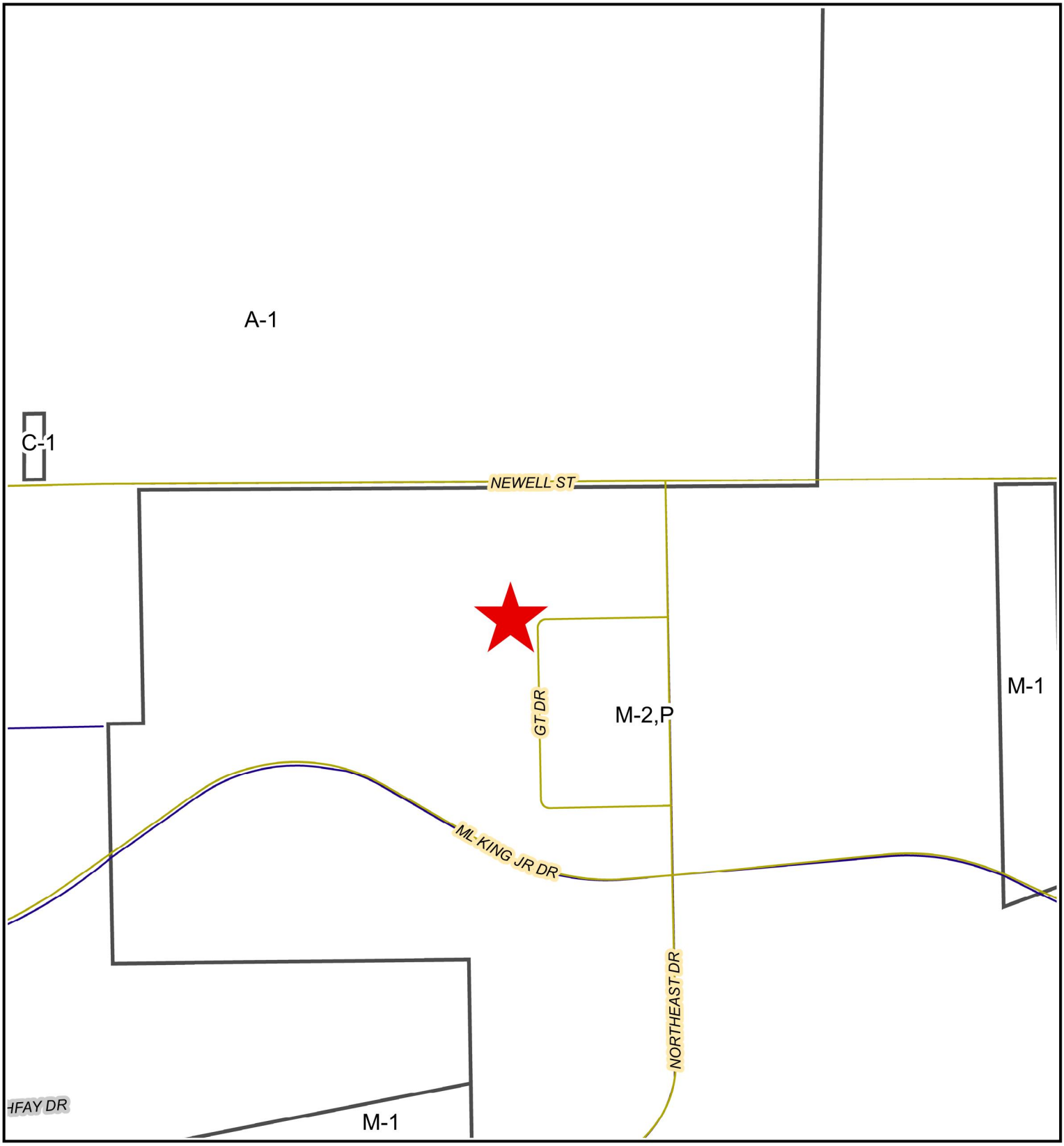
STAFF ANALYSIS – SUBDIVISION ORDINANCE:	There is no additional platting needed for the request, as the area for the project has been previously platted.
TECHNICAL REVIEW COMMITTEE	TBD
STAFF RECOMMENDATION:	Therefore, staff recommends that the request for site plan amendment in the “M-2,P” Planned Manufacturing District, be approved for the following reasons:

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

And with the following conditions(s):

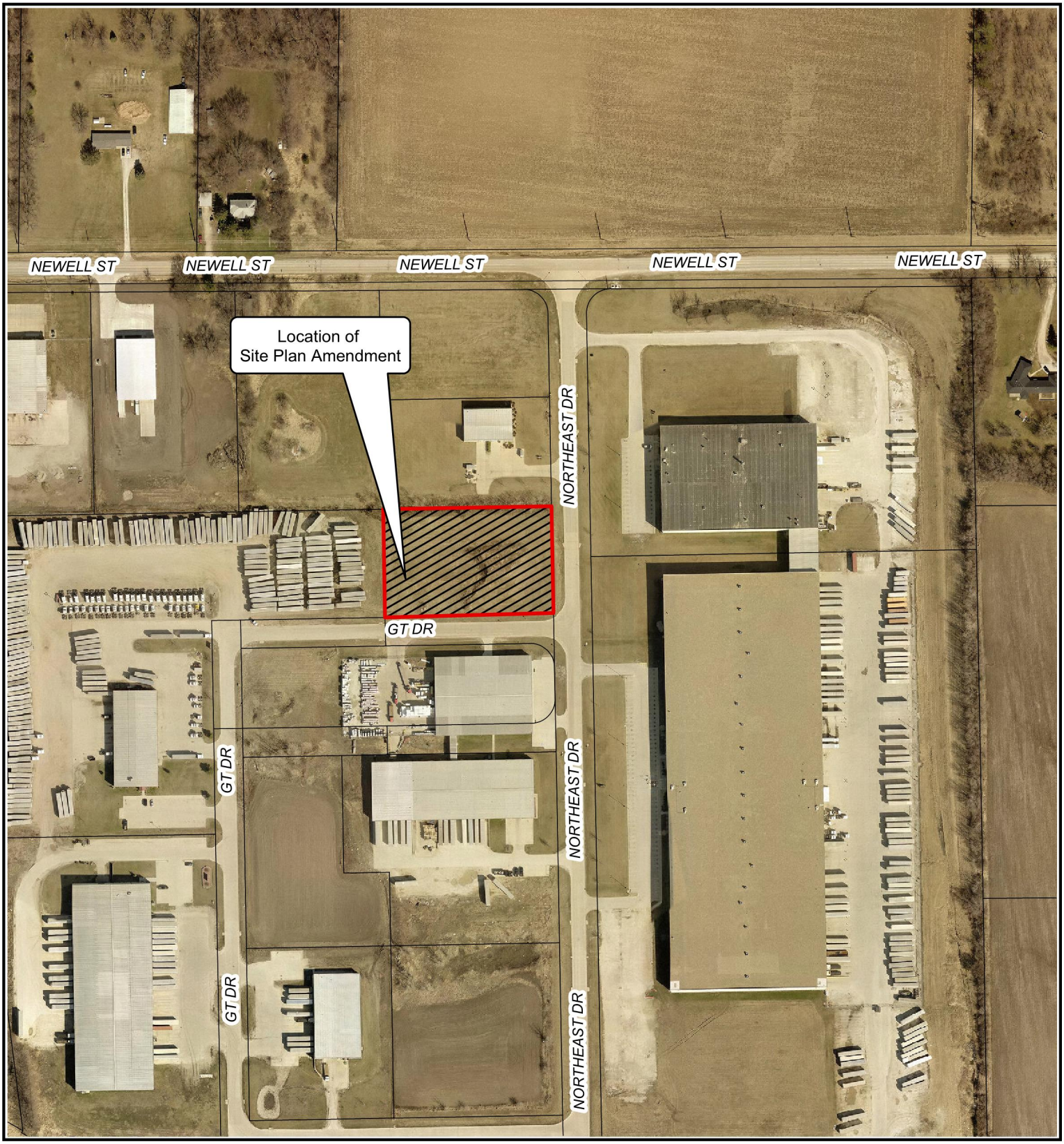
1. That a adequate site plan be submitted for being forwarded to City Council.
2. That the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, setbacks, etc.

City of Waterloo Planning, Programming and Zoning Commission
December 14, 2021



2459 GT Drive
Site Plan Amendment
Darrin Gray

City of Waterloo Planning, Programming and Zoning Commission
December 14, 2021



2459 GT Drive
Site Plan Amendment
Darrin Gray

LEGEND		
Existing	Proposed	
		BOUNDARY LINE
		EASEMENT LINE
		PROPERTY LINE
		SECTION/R.O.W. LINE
		SETBACK LINE
000	000	CONTOUR LINE
E	E	ELECTRIC LINE
X	X	FENCE LINE
FO	FO	FIBER LINE
G	G	GAS LINE
OHU	OHU	OVERHEAD UTILITY LINE
X-SAN	X-SAN	SANITARY SEWER LINE
		SILT FENCE LINE
X-ST	X-ST	STORM SEWER LINE
T	T	TELEPHONE LINE
TV	TV	TELEVISION LINE
X-W	X-W	WATER LINE

NORTH

0 20' 40'

218144

VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-266-5829

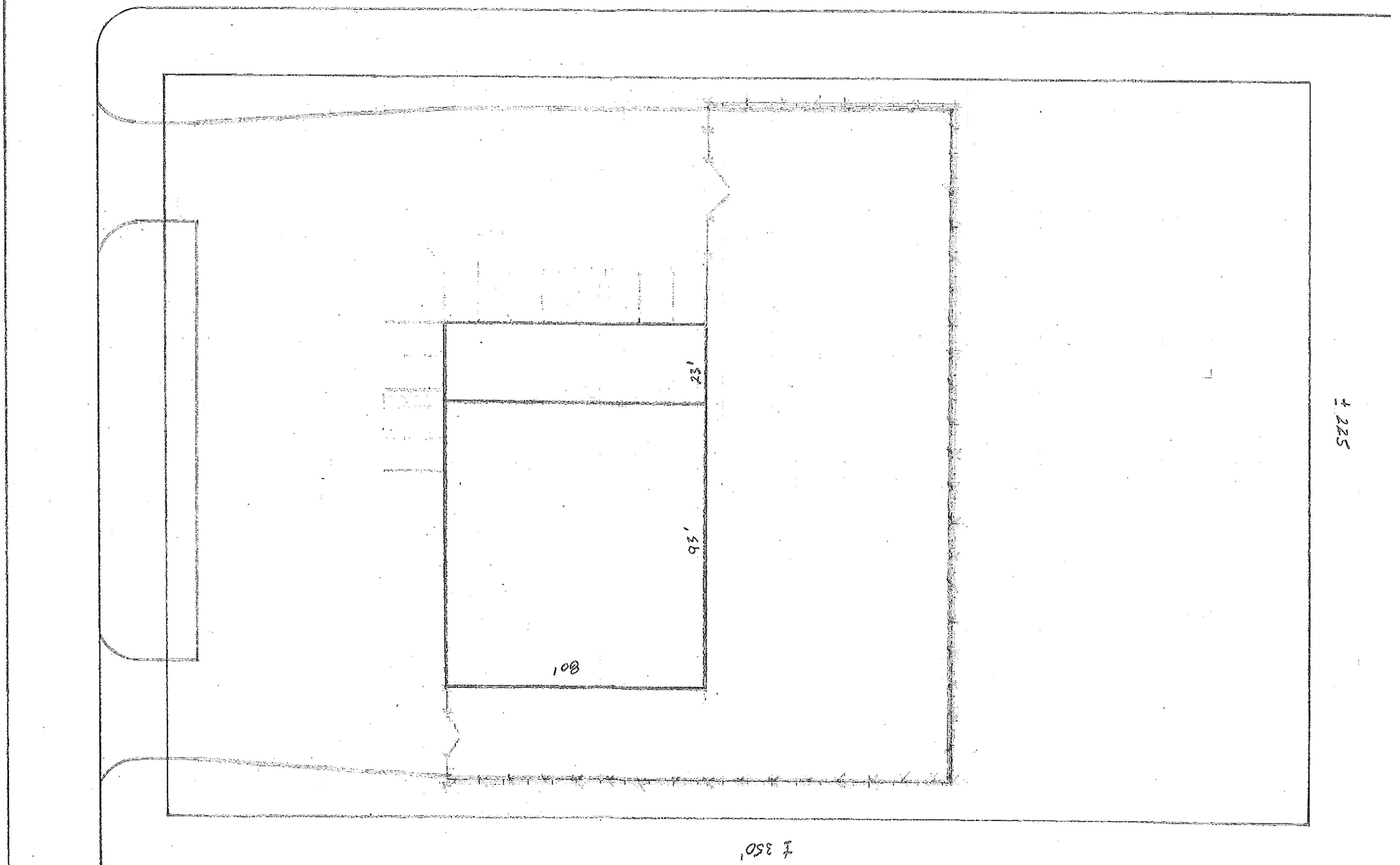
GRAY TRANSPORTATION BUILDING
2459 GT DRIVE
WATERLOO, IOWA

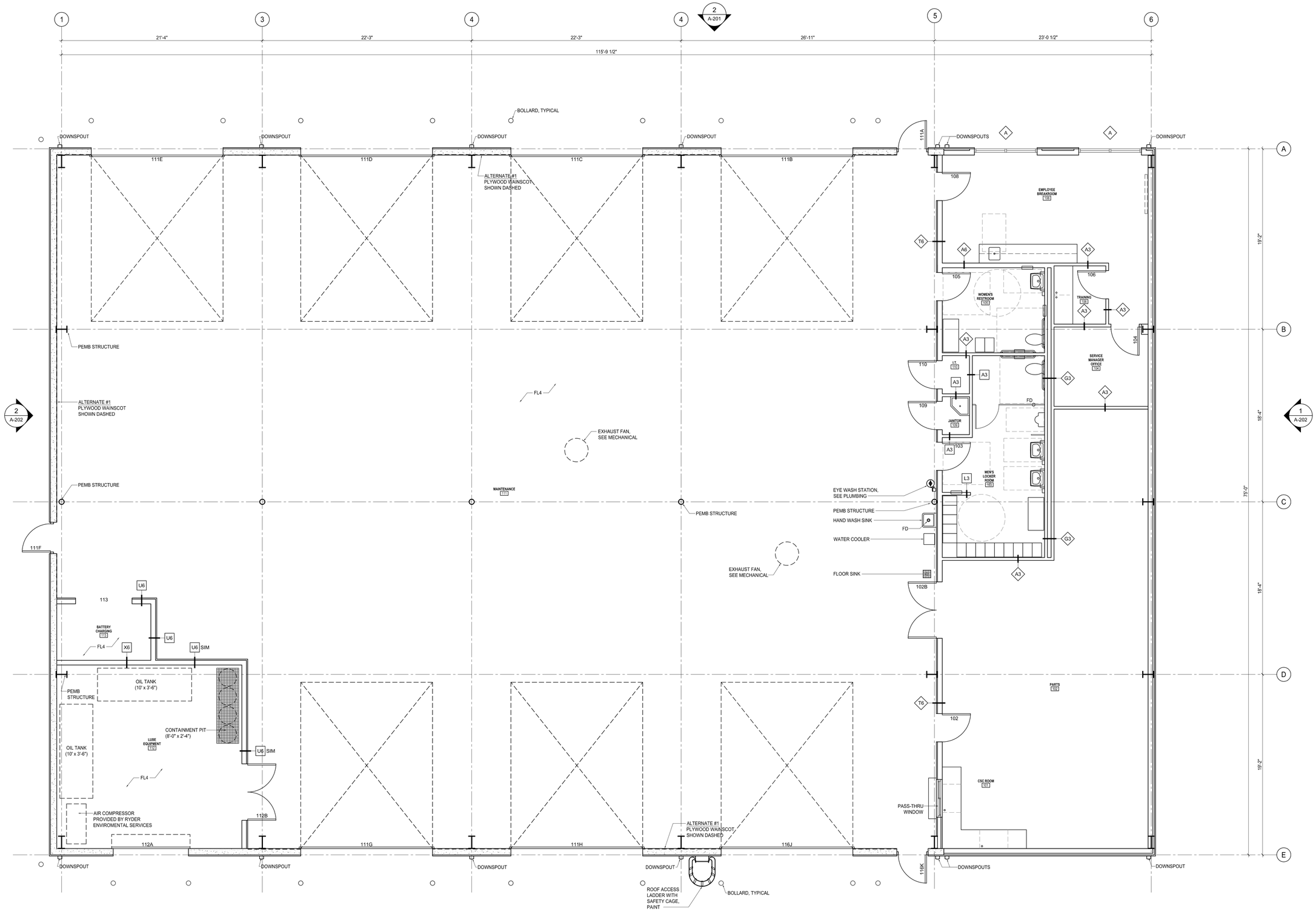
CIVIL SITE PLAN

5 OF 7

Scale	1"=20'
Drawn	SJC
Reviewed	PTA
Date	2021.12.17
Revisions	

218144


23'
135'
108'
+ 225'
+ 350'



These documents may not be used for regulatory approval, permit or construction.

23 April 2021 1

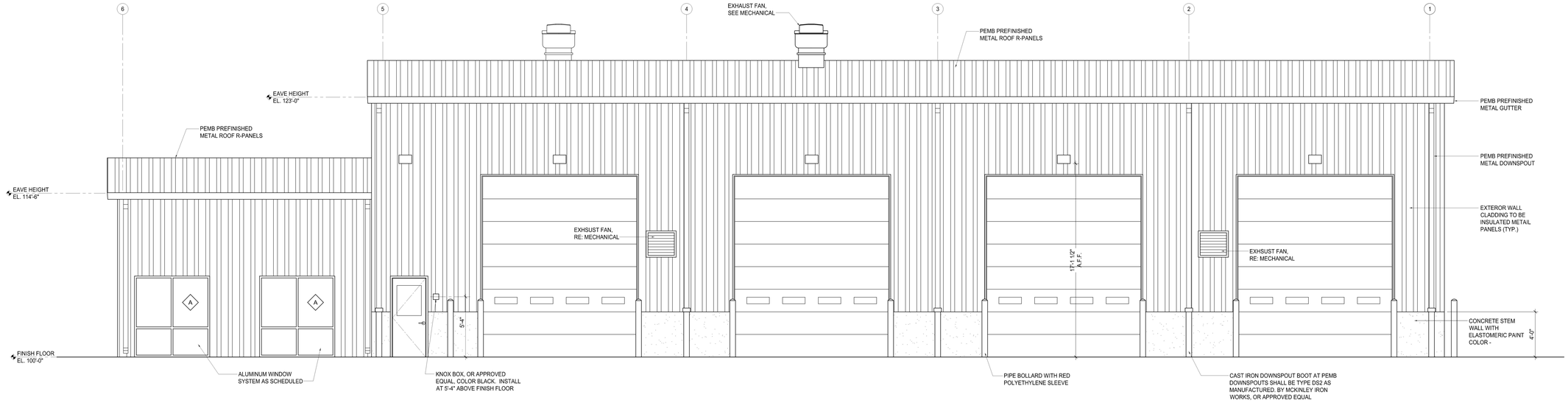
21120.00

0 4'-0" 8'-0"

Floor Plan

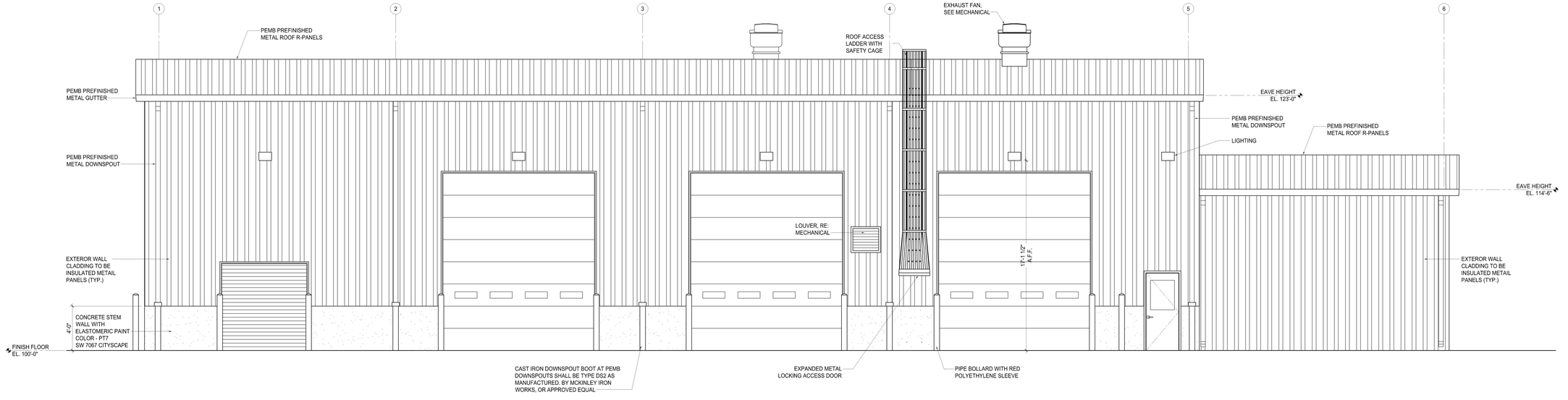
Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING



2 A-201 NORTH ELEVATION

0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"



1 A-201 SOUTH ELEVATION

0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"

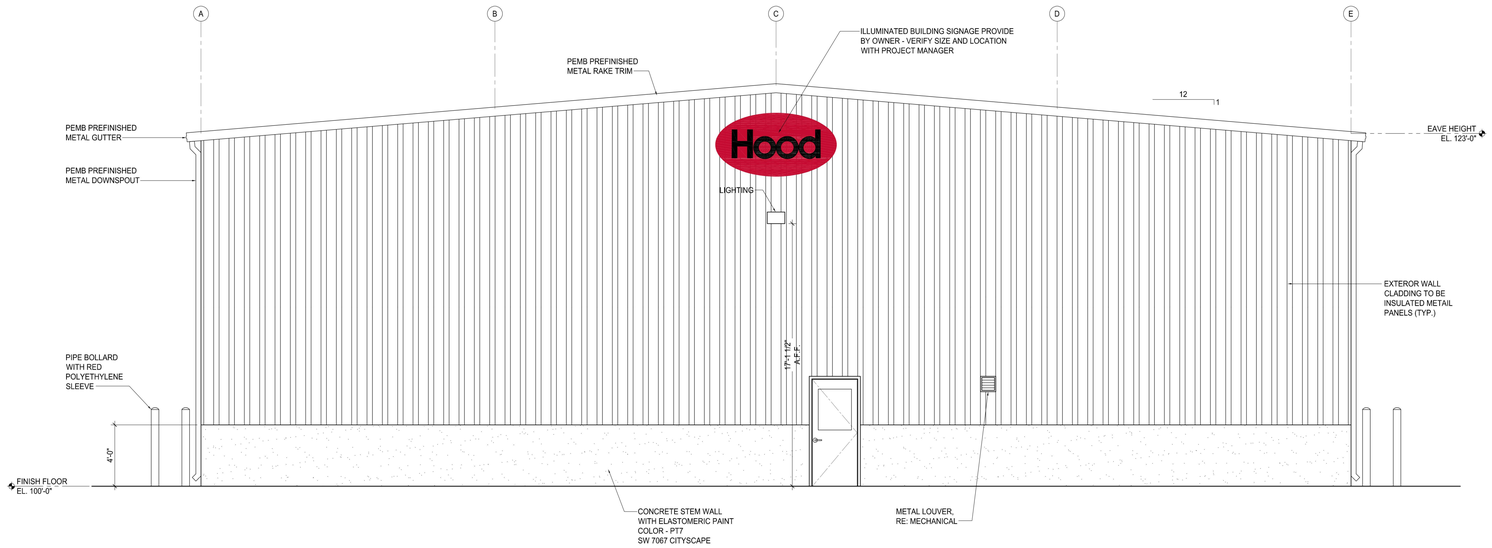
These documents may not be used for
regulatory approval, permit or construction.

21120.00

Exterior Elevations

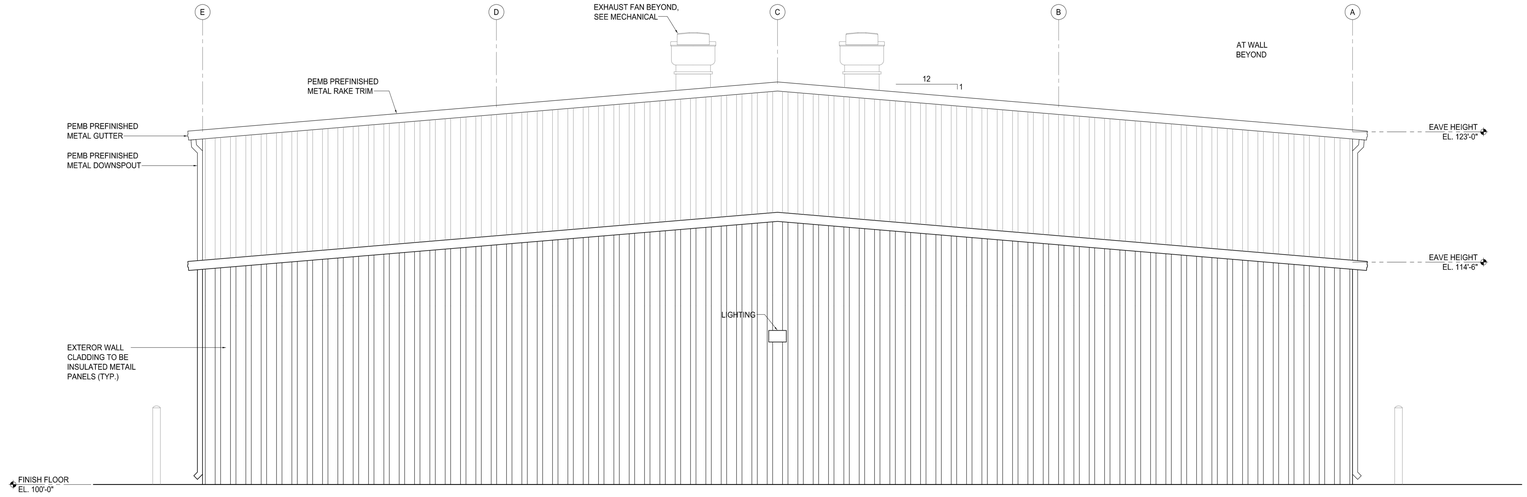
Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING



2 A-202 WEST ELEVATION

0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"



1 A-202 EAST ELEVATION

0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"

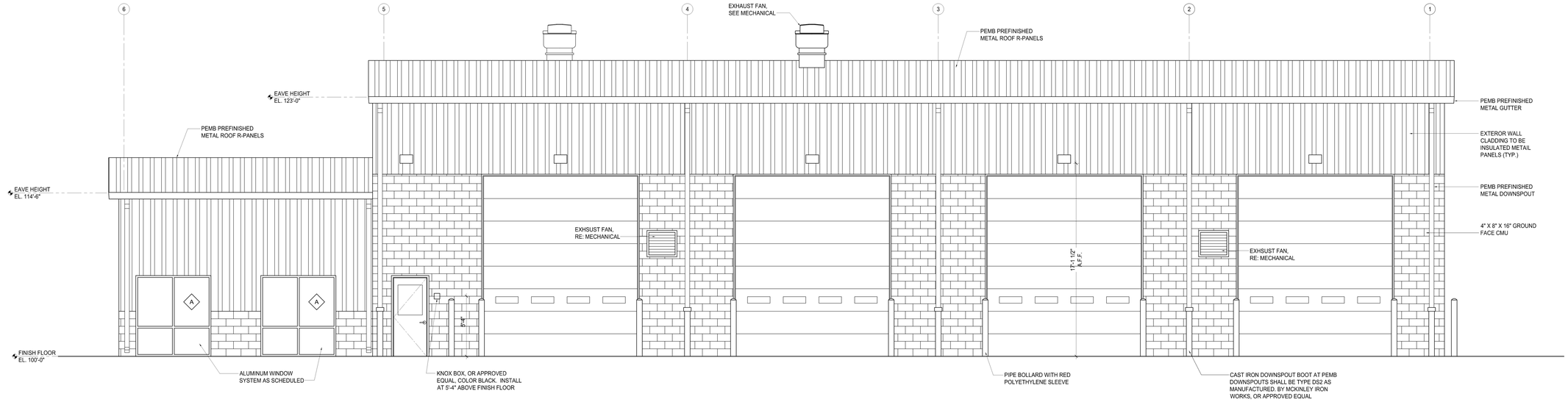
These documents may not be used for regulatory approval, permit or construction.

21120.00

Exterior Elevations

Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING



2 NORTH ELEVATION
A-201 0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"

1 SOUTH ELEVATION
A-201 0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"

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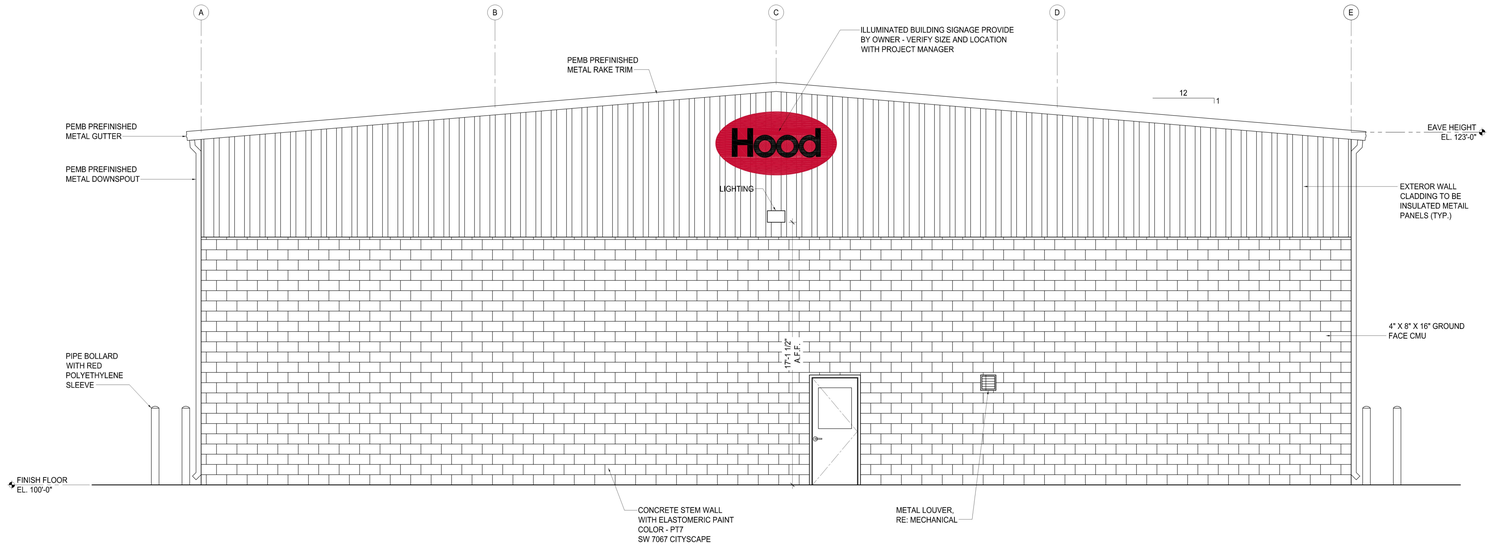
21120.00

Exterior Elevations

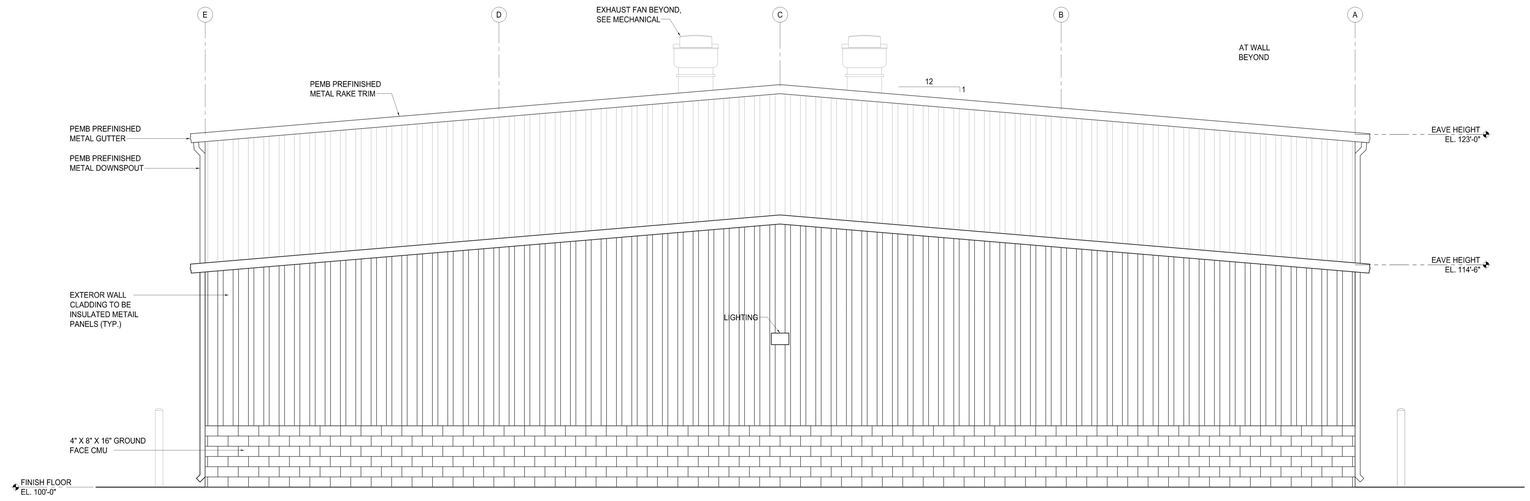
Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING



2 A-202 WEST ELEVATION

0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"



1 A-202 EAST ELEVATION

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21120.00

Exterior Elevations

Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING

APPLICATION SITE PLAN AMENDMENT TO A "R-P", "M-P", "C-P", "B-P", "S-1" OR "C-Z" DISTRICT
CITY OF WATERLOO PLANNING, PROGRAMMING, AND ZONING COMMISSION, WATERLOO, IOWA
319.291.4366

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

1. APPLICATION INFORMATION:

a. Applicant's name (please print): Darrin Gray
Address: 2459 GT drive Phone: _____ Fax: _____
City: Waterloo State: Iowa Zip: 50703
Email: dgray@graytran.com
b. Status of applicant: (a) Owner____ (b) Other X (CHECK ONE): If other explain: City of waterloo to convey under Development Agreement.
c. Property owner's name if different than above (please print): City of Waterloo
Address: 715 Mulberry St Phone: 319-291-4364 Fax: _____
City: Waterloo State: IA Zip: 50703
Email: neil.anderson@waterloo-ia.org

2. PROPERTY INFORMATION:

a. General location of site plan to be amended: North West corner of GT drive & North east drive. Parcel # 8912-20-201-013
b. Legal description of property or portion to be amended: North portion of lot 8 of Northeast Industrial Plat No 1
c. Dimensions of proposed site plan amendment: ~350'x 230'
d. Area of proposed site plan amendment: 80,500 square ft or 1.84 Acres
e. Current zoning: M-2, P
f. Reason(s) for site plan amendment and proposed use(s) of property: Construction of new trucking facility for Maintenance (115'x 75' building size)
g. Conditions (if any) agreed to (does not affect existing conditions unless specified): N/A
h. Other pertinent information (use reverse side if necessary): See Attached Building Plans and Site Plan.

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

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

Darrin Gray 11-22-21
Signature of Applicant Date

Signature of Owner Date

CITY OF WATERLOO

Council Communication

Sale and conveyance of City property located at 235 Newell Street, in the amount of $175,000.00, to John Bosco, and rescinding Resolution No. 2022-110 in its entirety.

City Council Meeting: 3/21/2022
Prepared: 3/9/2022

ATTACHMENTS:

Description	Type
Purchase Agreement with new Buyer	Backup Material
PA AMendment with New Closing Date	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 authorizing the sale and conveyance of city owned property located at 235 Newell Street, in the amount of $175,000.00, to John Bosco, and authorizing the Mayor and Economic Development Specialist to execute said document, and rescinding Resolution No. 2022-110 in its entirety.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	235 Newell Street is the third home the City partnered with Hawkeye Community College to build through their Sustainable Construction & Design program. This home was completed by students in the Spring of 2022 and Amy Wienands listed the home for sale on behalf of the City. The City has received four offers on the home, all over asking price. The lot was transferred to Hawkeye Community College, but will be transferred back to the City of Waterloo so that we can proceed with this sale per the terms of the approved development agreement. The property was approved by the Council on 2/21/22 to be sold to James Khupho for the same amount. The new buyer is a relative of the former buyer. Both parties will be living in the home. The resolution approving the sale to Khupho will need to be rescinded, as part of this resolution approving the sale to Bosco.
Neighborhood Impact:	The partnership between the City and Hawkeye Community College was developed to eliminate nuisance properties within the community as well as to build the area work force with hands on experiences through classes offered at the college. The City has been active in utilizing a state program through Iowa code 657A to obtain abandoned properties. Hawkeye Community College has stepped in to not only redevelop the underutilized sites but also train new work force through their Sustainable Construction and Design

program. The first home of the partnership was sold in 2020 for $139,900. The second home sold for $154,400. The third home was listed for $169,900 and received four offers, all over asking price.

Data/Analysis and Strategies: Sale of Property

Expenditure Required/Source of Funds: up to $2,500 in Closing costs/Nuisance bonds.

Legal Descriptions: Mansons Second Addition Lot 10 Block 1

dotloop signature verification: dtlp.us/1Q6J-UX2z-8Spq

Adopted by The Northeast Iowa Regional Board of Realtors Oct. 2015
And The Black Hawk County Bar Association

STRUCTURE REAL ESTATE

PURCHASE AGREEMENT

Date 02/16/2022

TO: City of Waterloo (Seller)

FROM: John Bosco (Buyer)

As **joint tenants** with full rights of survivorship unless otherwise specified.

Buyer offers to buy: 235 Newell St, Waterloo, IA 50703

Legally described as: MANSONS SECOND ADDITION LOT 10 BLK 1

SUBJECT TO RESTRICTIVE COVENANTS, ORDINANCES, AND LIMITED ACCESS PROVISIONS OF RECORD IF ANY AND TO EXISTING EASEMENTS, IF ANY. The property intended to be covered by the terms hereof shall include all buildings, storage sheds, land, rights, easements, and access necessary or appurtenant thereto and owned by Seller. Included, if now in or on said premises and owned by the Seller, are all fixtures including but not limited to: attached carpeting; window shades; blinds; curtain rods and hardware; lighting fixtures and bulbs; ceiling fans; built-in appliances and accessories; antenna, television mounting brackets; awnings; door chimes; fireplace grates andirons; mailbox, installed sump pumps; garage door openers and controls; and bushes, shrubs and other vegetation. Also included, if not rentals, are satellite dish, water softener and filtration systems, installed alarm devices, propane tanks and all other fixtures not hereinafter reserved by Seller in writing.

RESERVED ITEMS:

FOR THE SUM OF $175,000

Earnest money of $1000 to be held in trust by ~~AMRE Trust~~ AWRE Trust and the balance in cash to be paid at closing upon performance of Seller's obligations hereunder. Any interest on trust account shall be forwarded to the Iowa Association of REALTORS® Foundation (a charitable non-profit entity), the State of Iowa (if required by law), or as directed and mutually agreed in writing by both Buyer and Seller

JB AM 02/21/22 3:48 PM dotloop verified

Return of Earnest Money. Earnest money submitted as part of the purchase price of the above described property shall be returned to the Buyer in case this agreement is not accepted. Any other release of earnest money shall require informed written consent of all parties to this agreement.

Closing to take place on or before Monday, the 14th day of March, 2022

Possession to be given to Buyer at closing or by closing ☐AM ☐PM the ____ day of _____, _____. Buyer agrees to take possession subject to rights of non-owner occupants now in possession. ☐YES ☑NO. Any rents shall be prorated to date of closing. Seller agrees to deliver to Buyer all existing keys and garage door controls no later than possession.

Buyer(s) JB (Initials)

Seller(s) AM 02/21/22 3:48 PM dotloop verified (Initials)

Copyright 2015 The Northeast Iowa Regional Board of Realtors

dotloop signature verification: dtlp.us/1Q6J-UX2z-8Spq

Property Address 235 Newell St, Waterloo, IA 50703

CHECK THE APPROPRIATE BOX

☐ 1 **CASH** to be paid at closing. Buyer may have access to property purchased for appraisal; however, this agreement is not contingent upon Buyer obtaining funds. Settlement fee, if any, shall be paid by the Buyer

☑ 2. **FINANCING.** This agreement is subject to Buyer ☐**OBTAINING** ☐**ASSUMING** a commitment for a 80% ☐**CONVENTIONAL** ☐**INSURED CONVENTIONAL** ☐**FHA** ☐**VA** mortgage loan on said property at an initial interest rate not to exceed 3.5 % per annum ☐**FRM** ☐**ARM** amortized over a period of 30 years. All costs incurred in securing such mortgage shall be paid by the Buyer unless otherwise noted in herein. Buyer agrees upon acceptance of this agreement to immediately make application for such mortgage loan with a lender and to make a good faith effort to obtain a mortgage commitment and proceed toward closing as above provided. Buyer shall obtain such mortgage commitment on or before 02/28/2022. Within this same period, Buyer shall notify Seller, in writing, that Buyer has secured said mortgage commitment and that this contingency is removed. If Buyer, after a good faith effort has not obtained a written mortgage commitment and given such written contingency removal notice within this same time period, this agreement shall be null and void and the earnest money shall be returned to Buyer.

☐ 3. **INSTALLMENTS.** Check if applicable. See attached ADDENDUM.

☐ 4. **ASSUMPTION/ASSIGNMENT.** Check if applicable. See attached ADDENDUM.

5. TAXES AND ASSESSMENTS. Seller shall pay prorated share at closing of the installment of general property taxes on said property which become delinquent if not paid on or before _____ and all prior installments. Buyer shall pay all subsequent installments. If any installment of general property taxes is to be prorated and if such taxes cannot be determined by the date of the settlement thereof, such prorating shall be based on the amount of the last determinable installment, proportionately adjusted by any change in the assessed valuation attributable to capital improvements and which are determinable on the date of settlement. If closing takes place other than the date on the Purchase Agreement, taxes shall be prorated to the revised date of closing.
Buyer shall pay the cost of all street oilings which are not liens on the date hereof. Seller shall pay all sewage disposal assessments due and all special assessments which are liens against said premises on the date thereof, except those for improvements which have not been completed and accepted by the City Council on the date thereof, which Buyer will pay.

6. CONDITION OF PROPERTY. The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever occurs first. Seller further represents plumbing, heating, cooling, electrical systems, and appliances included in this Purchase Agreement to be in working order at the time of possession or closing, whichever occurs first, unless otherwise stated on attached Seller Disclosure of Property Condition, written amendments or addendums to this Purchase Agreement or unless otherwise stated in paragraph 8, and Buyer shall be permitted to make a "walk through" inspection of the property prior to possession or closing, whichever occurs first to verify the same. Seller agrees to remove all debris and personal property, not included herein, from the premises prior to possession.

7 INSPECTION OF PROPERTY. The Buyer is responsible for making their own inspection of any property for which they make an offer. (It is understood that these provisions are independent of any lender requirements for financing approval.) Within 0 days after the final acceptance date of this agreement, Buyer may, at Buyer's sole expense, have the property inspected by a person(s) of Buyer's choice to identify any structural, mechanical, plumbing, electrical, pest infestation, environmental concerns or other deficiency(s). Within this same period, Buyer may notify Seller in writing of any such deficiency the Buyer wants remedied. Failure to do so shall be deemed a waiver of the Buyer's inspection. In the event of any request by Buyer as a result of inspections, Seller shall within three(3) business days after said notification (date of notification does not count) notify the Buyer in writing which steps, if any, Seller will take to remedy any deficiency before closing. The Buyer shall within three (3) business days (date of notification does not count) notify the Seller in writing that (1) such steps are acceptable, in which case, this agreement, so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this agreement shall be null and void, and any earnest money shall be returned to Buyer. Failure by either Seller or Buyer to give the notification within the three (3) business days as stated above, shall render this agreement null and void, and any earnest money shall be returned to Buyer.

Buyer(s) JB _____ (Initials)

Seller(s) AM 02/21/22 3:48 PM CST dotloop verified _____ (Initials)

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dotloop signature verification: dtlp.us/1Q6J-UX2z-8Spq

8. OTHER TERMS/CONDITIONS THIS PURCHASE AGREEMENT IS SUBJECT TO:

A. Buyer is preapproved with Veridian Credit Union,, see preapproval attached.

B. Seller to have carpet, light fixtures, paint, cleaning and all other planned installs to be completed by closing.

9. **RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, the Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages or to declare this agreement null and void. The property shall be deemed substantially damaged or destroyed if it cannot be repaired to its present condition on or before the closing date.

10. **TITLE PAPERS AND ABSTRACT.** At the time of the final payment hereunder, the Seller shall convey the premises to the Buyer by warranty deed and shall furnish the Buyer an abstract of title that, in the case of platted property, begins with the recording of the proprietors plat of subdivision, or with root of title, and that shows marketable record title to the premises vested in the Seller as of the date of this agreement between the parties hereto. Within a reasonable time after the execution of this agreement, such abstract, certified to a date subsequent to the date hereof, shall be submitted to the Buyer for examination. Buyer or Buyer's attorney shall either approve the title or point out specific objections. After all valid objections have been satisfied or provided for, Seller shall have no obligation to pay for further abstracting excepting any made necessary by his own affairs.

11 **COURT APPROVAL.** If the property is an asset of any estate, trust, conservatorship, or receivership, this agreement shall be subject to Court approval, unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall promptly proceed to a hearing for Court approval. In that event a Court Officer's Deed shall be used to convey title.

12. **SURVEY** Buyer may, at Buyer's sole expense, prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the property or if any improvements located on the property encroaches on lands of others, the encroachment shall be treated as a title defect. If the survey is required under Iowa Code Chapter 354, Seller shall pay the cost thereof. (Chapter 354 applies only to land which has been divided using a metes and bounds description.)

Buyer(s) JB (Initials)

Seller(s) AM 02/21/22 3:48 PM CST dotloop verified (Initials)

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dotloop signature verification: dtlp.us/1Q6J-UX2z-8Spq

13. **REMEDIES OF THE PARTIES.** If Buyer or Seller fails to timely fulfill the terms of this agreement, then the other party shall be entitled to utilize any and all remedies or actions at law or in equity which may be available to them (including but not limited to: forfeiture, foreclosure, termination, recision, or specific performance), and the prevailing party shall further be entitled to obtain judgment for costs and attorney fees.

14. **THIS IS A LEGALLY BINDING CONTRACT.** This document contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property which are not expressly set forth herein. Any modification of this agreement must be in writing and signed and dated by all parties. TIME IS OF THE ESSENCE in the performance of each part of this agreement. If not understood, consult your attorney.

15. **FOREIGN PERSON STATUS. (FIRPTA, Foreign Investment in Real Property Tax Act.)** Seller is not a foreign person as defined in Internal Revenue Code Section 1445 and any related regulations. At closing, Buyer will have no duty to collect withholding taxes for Seller pursuant to the Foreign Investors Real Property Tax Act of 1980, as amended.

16. **ELECTRONIC SIGNATURES.** In accordance with Iowa Code ch. 554D, all parties agree that this transaction can be conducted by electronic means; Signed and faxed/scanned electronic documents (i.e. pdf) or certified electronic signatures will be binding on all parties. Text messaging and traditional e-mails will not be binding as signatures.

17 **NOTICE AND COUNTERPARTS.** Any notice required under this agreement shall be deemed given when it is received in writing either by hand delivery, fax, return receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of this agreement shall be the Seller and Buyer or their respective agents. A signed copy of this agreement, counteroffers, and all addendums or amendments to this agreement shall, taken together, constitute a single binding agreement.

18. **ADDENDUMS ATTACHED TO THIS OFFER INCLUDE:**

SPECIFIC PROPERTY AGENCY DISCLOSURE AGREEMENT	YES ☑			
SELLER DISCLOSURE OF PROPERTY CONDITION	YES ☑	NO ☐	NOT APPLICABLE ☐	EXEMPT ☐
LEAD BASE PAINT DISCLOSURE	YES ☐	NO ☐	NOT APPLICABLE ☑	
SEPTIC SYSTEM ADDENDUM	YES ☐	NO ☐	NOT APPLICABLE ☑	

19. **ACCEPTANCE DATE.** When accepted by the Seller, this agreement shall become a binding agreement for the sale of the above described property. If this agreement is not accepted by the Seller on or before _____, it shall become null and void and the earnest money shall be returned to the Buyer without liability on the part of either party.

20. **SELLER HEREBY ☐ ACCEPTS ☐ COUNTERS ☐ REJECTS** the above agreement on _____. If Seller has made a counteroffer by changing and initialing any terms, the counteroffer shall become null and void unless accepted and initialed by Buyer on or before _____
If Buyer has made a counteroffer by changing and initialing any terms, the counteroffer shall become null and void unless accepted and initialed by Seller on or before _____.

BUYER	SELLER: Adrienne Miller (dotloop verified 02/21/22 3:48 PM CST I3V4-CECQ-IAB9-S1BB)
BUYER	SELLER
ADDRESS	ADDRESS
Brady Huls PRINT NAME OF SELLING LICENSEE/BROKERAGE COMPANY	Structure Real Estate
Amy Wienands PRINT NAME OF LISTING LICENSEE/BROKERAGE COMPANY	Amy Wienands Real Estate

FINAL ACCEPTANCE DATE: _____

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AMENDMENT TO PURCHASE AGREEMENT

SELLER: City of Waterloo

BUYER: John Bosco

PROPERTY ADDRESS: 235 Newell St, Waterloo, IA 50703

LEGAL DESCRIPTION: MANSONS SECOND ADDITION LOT 10 BLK 1

PURCHASE AGREEMENT DATED: 02/16/2022

CHANGES OR AMENDMENTS:

A. Change closing date to on or before Friday, April 1st, 2022.

B. Change final loan approval date to on or before Friday, March, 4th, 2022.

2/25/2022		Adrienne Miller dotloop verified 02/28/22 3:18 PM CST 8Q5X-GVVT-4YD6-UHZD	
BUYER	DATE	SELLER	DATE
BUYER	DATE	SELLER	DATE

CITY OF WATERLOO

Council Communication

FY 2022 Street Reconstruction Program, Contract No. 1057.

City Council Meeting: 3/21/2022
Prepared: 3/8/2022

ATTACHMENTS:

	Description	Type
	Bid Tabulation	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING - No comments on file. Motion to close hearing and receive and file oral and written comments. Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed. Motion to receive, file and instruct City Clerk to read bids. Resolution approving award of bid to Aspro, Inc., of Waterloo, Iowa, in the amount of $4,550,657.07, approving the contract, bond and certificate of insurance, in conjunction with the FY 2022 Street Reconstruction Program, Contract No. 1057, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Dennis Gentz, PE, Assistant City Engineer

FY22 Street Reconstruction Program, Cont. 1057

Bid Tab: March 10, 2019

Engineer's Estimate:

DIVISION I BASE BID + ALTERNATE A + DIVISION II = $4,620,286.62

DIVISION I BASE BID + ALTERNATE B + DIVISION II = $4,672,097.23

Bidder	Bid Security	Bid Amount
Aspro, Inc. Waterloo, Iowa	5%	Alternate A:$4,550,657.07 Alternate B:$ No Bid

CITY OF WATERLOO

Council Communication

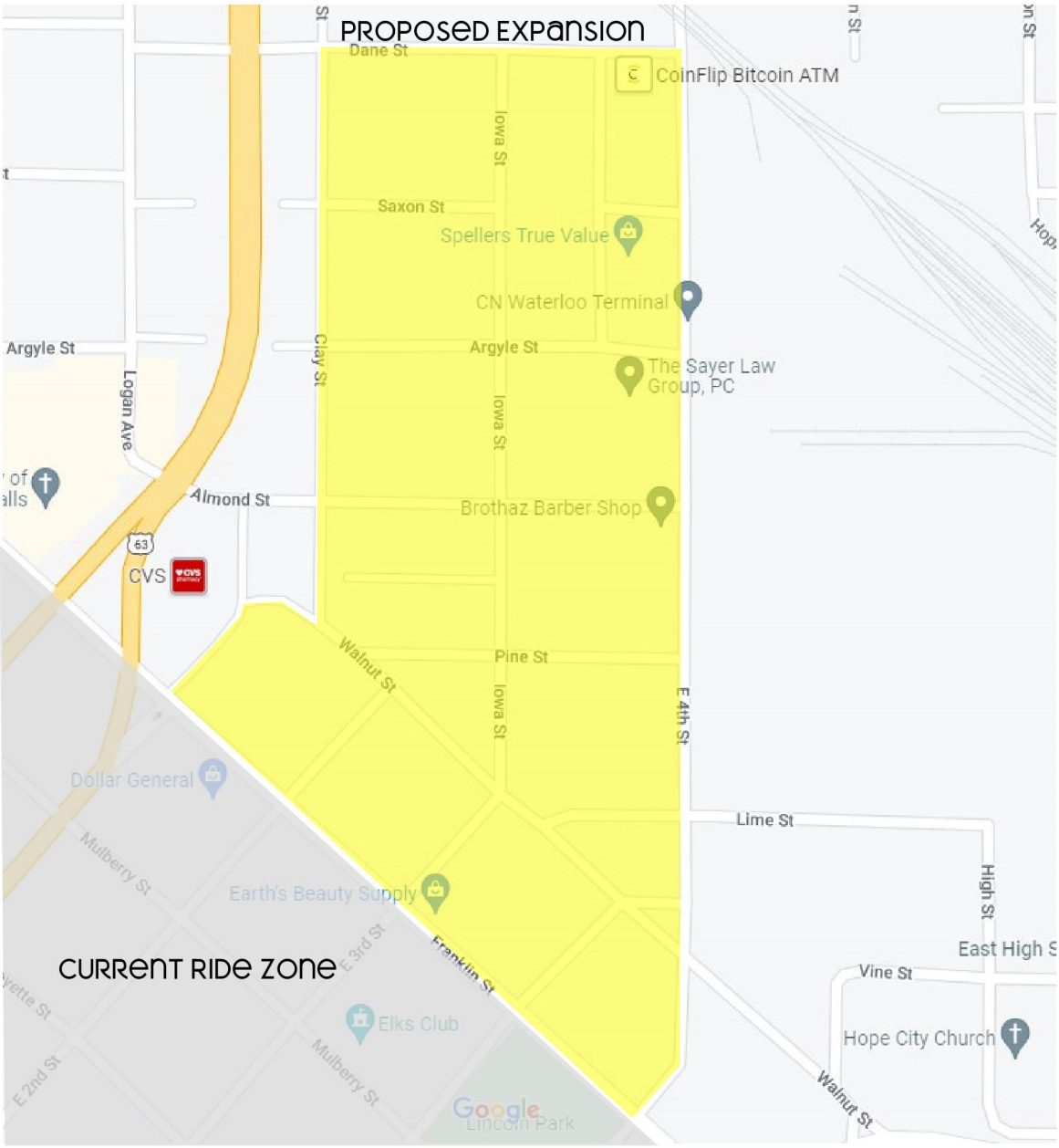
Resolution approving an expansion to the Greater Downtown Area Operational Zone, in conjunction with the Shared Mobility Device License.

City Council Meeting: 3/21/2022
Prepared: 3/16/2022

ATTACHMENTS:

Description	Type
March 2022 Proposed Ride Expansion.pdf	Backup Material

SUBJECT:	Resolution approving an expansion to the Greater Downtown Area Operational Zone, in conjunction with the Shared Mobility Device License.
Submitted by:	Submitted By: Sandie Greco, Traffic Superintendent
Recommended Action:	Approval.
Summary Statement:	The expanded ride zone will include a boundary of Franklin Street, E. 4th Street, Dane Street, and Clay Street. Please see the attached map.


PROPOSED EXPANSION
CURRENT RIDE ZONE
Dane St
CoinFlip Bitcoin ATM
Iowa St
Saxon St
Spellers True Value
CN Waterloo Terminal
Argyle St
Clay St
The Sayer Law Group, PC
Logan Ave
Almond St
Brothaz Barber Shop
63
CVS
Walnut St
Pine St
E 4th St
Dollar General
Lime St
Mulberry St
Earth's Beauty Supply
High St
East High S
E 3rd St
Franklin St
Vine St
Elks Club
Hope City Church
E 2nd St
Google
Lincoln Park

CITY OF WATERLOO

Council Communication

Resolution approving a Professional Services Agreement with Shive-Hattery Inc., to perform limited construction review services, in conjunction with the Traffic Control Room Remodeling Project, Iowa DOT Project No. STP-U-8155(755)--70-07, and authorizing the Mayor to excecute said document.

City Council Meeting: 3/21/2022
Prepared: 3/8/2022

ATTACHMENTS:

	Description	Type
	Construction Review Services	Backup Material

SUBJECT:	Resolution approving a Professional Services Agreement with Shive-Hattery Inc., to perform limited construction review services, in conjunction with the Traffic Control Room Remodeling Project, Iowa DOT Project No. STP-U-8155(755)--70-07, and authorizing the Mayor to excecute said document.
Submitted by:	Submitted By: Mohammad Elahi, Traffic Engineer
Recommended Action:	Approve Resolution
Summary Statement:	This agreement replaces the existing Supplemental Agreement number 2 with Shive-Hattery with the same scope of services and the same amount of $5,232. The existing agreement completion date was December 31, 2020 and the payment method was Specific Rate of Compensation. Rates have increased since then. The new agreement changes the paymeny method to Lump Sum so no revision of rates is needed. The new agreement adds a contingency amount of $262, and has an open schedule to fit City's room remodel timing needs.
Expenditure Required/Source of Funds:	$5,232 (same as the existing Agreement) / Sale of Bonds $262 Contingency / Sale of Bonds

PROFESSIONAL SERVICES AGREEMENT

PROJECT DESCRIPTION

The City of Waterloo (Client) and Shive-Hattery wish to replace their Supplemental Agreement No. 2 dated 6/22/2020 in its entirety for Shive-Hattery to provide limited construction phase services to observe the construction of Waterloo Traffic Control Center Remodel Project with this Professional Services Agreement.

SCOPE OF SERVICES

We will provide the following services for the project:

Limited Construction Phase Services

These services will consist of the following tasks:

1. Attend pre-construction meeting (virtual).
2. Review show drawing submittals & product material data.
3. Respond to contractor questions.
4. Perform one (1) on-site observation and provide written summary.
5. Conduct one (1) post punch list of the work and assist with closeout.

CLIENT RESPONSIBILITIES

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services. Client Project Representative is Mohammad Elahi, Traffic Engineer.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Provide Shive-Hattery personnel unlimited access to the site as required.

SCHEDULE

Shive-Hattery has begun providing services based on Client's verbal authorization to proceed.

- The Client and Shive-Hattery will meet to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

Description	Fee Type	Fee	Expenses
Limited Construction Phase Services	Lump Sum	$5,232	Included
TOTAL		$5,232	Included

Fee Types:

- Lump Sum - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- Included - Expenses have been included in the Fee amount.

Contingency:

- There is a contingency amount of $262. This amount shall only be utilized with prior written request of Shive-Hattery and approval of Client Project Representative.

ADDITIONAL SERVICES

Unless specifically stated in the Scope of Services, any resilient design related services including areas of resistance, reliability and redundancy (i.e. flood protection, storm/tornado shelter, emergency generators, utility backup, etc.) are not included in this Agreement.

The following are additional services you may require for your project. We can provide these services, but they are not part of this Agreement at this time.

1. Any other services not listed within the aforementioned 'Scope of Services'.

OTHER TERMS

STANDARD TERMS AND CONDITIONS

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PARTIES

"S-H" or “Shive-Hattery” shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys’ fees, experts’ fees, or any other legal costs , in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars ($50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys’ fees, experts’ fees, or other legal costs to the extent caused by S-H’s negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents,, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys’ fees, expert’s fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney’s fees, experts’ fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H’s drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H’s Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation.

In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs , expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy

or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT’s contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H’s services, additional costs and expenses in S-H’s performance of its services, or other effects in S-H’s services, stemming in whole or part from such events and circumstances (collectively, “Excusable Events” or, singularly, an “Excusable Event”): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT’s contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT’s suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT’s contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or

CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

SHIVE-HATTERY, INC.

BY: Jordan Dreyer _____ **TITLE:** Project Manager PMP
(signature)

PRINTED NAME: Jordan D. Dreyer **DATE:** _____

CLIENT: City of Waterloo, IA

BY: _____ **TITLE:** Mayor
(signature)

PRINTED NAME: Quentin Hart **DATE:** _____

CITY OF WATERLOO

Council Communication

Resolution approving an amendment to the Design Services Agreement with Shive-Hattery, originally executed on June 8, 2021, in conjunction with the design of a mini roundabout at the intersection of W. 9th Street and South Street, in the amount of $6,856.00, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 3/21/2022
Prepared: 3/7/2022

ATTACHMENTS:

Description	Type
Amendment	Backup Material

SUBJECT:	Resolution approving an amendment to the Design Services Agreement with Shive-Hattery, originally executed on June 8, 2021, in conjunction with the design of a mini roundabout at the intersection of W. 9th Street and South Street, in the amount of $6,856.00, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Mohammad Elahi, Traffic Engineer
Recommended Action:	Approve Resolution
Summary Statement:	This Amendment covers additional services not included in the original contract or extended beyond original scope. It includes checking for additional design vehicles. Research on ideal or recommended design-vehicle for mini roundabouts. Prepare truck turn paths for modified WB-62. Prepare alternative roundabout design to mitigate truck over-tracking. Attend additional meetings with City staff. Coordinate presentation with City staff. Prepare a Power Point Presentation. Attend a Council worksession meeting and make a design-vehicle and mini-roundabout presentation. The original contract amount was $46,000.

Expenditure Required/Source of Funds: $6,856 Sale of Bonds Funds

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

AMENDMENT TO AGREEMENT
between SHIVE-HATTERY, INC. AND THE CLIENT

ATTN: Mohammad Elahi
CLIENT: City of Waterloo, IA
715 Mulberry Street
Waterloo, IA 50703

PROJECT: City of Waterloo W 9th St & South St Mini Roundabout

PROJECT LOCATION: Waterloo, IA

ORIGINAL AGREEMENT DATE: June 18, 2021

AMENDMENT NO.: 1

AMENDMENT DATE: March 03, 2022

City of Waterloo, IA and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

PROJECT DESCRIPTION

The Project Description is revised as follows:

NO CHANGES

SCOPE OF SERVICES

The provided services are revised as follows:

NO CHANGES

Tasks for the Scope of Services are revised as follows:

5. Design Vehicle and Roundabout Alternative Design (all subtasks are already completed:

A. Prepare research on ideal or recommended design-vehicle.

B. Prepare truck turn paths for modified WB-62, school bus.

C. Prepare alternative roundabout design to mitigate truck over-tracking.

D. Attend meetings with City staff.

E. Coordinate presentation with City staff.

F. Prepare a Power Point Presentation.

G. Attend a Council meeting and make a design-vehicle and mini-roundabout presentation.

CLIENT RESPONSIBILITIES

Client Responsibilities are revised as follows:

NO CHANGES

SCHEDULE

The Schedule is revised as follows:

Check Plans	March 11, 2022*
Final Plans	May 13, 2022
Bid & Construction Phase	To be determined after final plans are submitted

*There will be a 6-week review period after check plans are submitted, which is required by Iowa DOT.

COMPENSATION

The previous Compensation was as follows:

Description	Fee Type	Fee	Estimated Expenses	Total
Mini roundabout at W 9th Street and South Street	Fixed Fee	$46,000	Included	$46,000
TOTAL		$46,000	Included	**$46,000**

The previous Compensation is revised as follows:

Description	Fee Type	Fee	Estimated Expenses	Total
Mini roundabout at W 9th Street and South Street	Fixed Fee	$46,000	Included	$46,000
Amendment No. 1	Fixed Fee	$6,856	Included	$6,856
TOTAL		$52,856	Included	**$52,856**

ADDITIONAL SERVICES

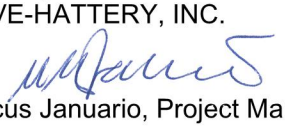
The Additional Services are revised as follows:

NO CHANGES

AGREEMENT

When accepted by both parties, this Amendment will amend the Original Agreement and is subject to all other terms and conditions of the Original Agreement. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Amendment. The Client representative signing this Amendment warrants that he or she is authorized to enter into this Amendment on behalf of the Client.

Sincerely,
SHIVE-HATTERY, INC.



Marcus Januario, Project Manager
mjanuario@shive-hattery.com

AMENDMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Waterloo, IA

BY:_____ TITLE: [redacted]
(signature)

PRINTED NAME: [redacted] DATE ACCEPTED: _____

CC: Justin Campbell
Roxanne Kropf

CITY OF WATERLOO

Council Communication

Resolution approving Supplemental Agreement No. 1 to a Construction-Related Services Agreement with AECOM of Waterloo, Iowa, originally executed October 4, 2021, in an amount not to exceed $14,900.00, in conjunction with the Phase I Preliminary Engineering Report and Interim Repairs for the Anaerobic Lagoon Repair Project, and authorizing the Mayor to execute said document.

City Council Meeting: 3/21/2022
Prepared: 2/24/2022

ATTACHMENTS:

	Description	Type
🗋	AECOM Supplemental Agreement	Backup Material

SUBJECT:	Resolution approving Supplemental Agreement No. 1 to a Construction-Related Services Agreement with AECOM of Waterloo, Iowa, originally executed October 4, 2021, in an amount not to exceed $14,900.00, in conjunction with the Phase I Preliminary Engineering Report and Interim Repairs for the Anaerobic Lagoon Repair Project, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Brian Bowman, Treatment Operations Supervisor
Recommended Action:	Approve Supplemental Agreement No 1

Expenditure Required/Source of Funds: Sewer Funds/ $14,900

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

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

CITY OF WATERLOO, IOWA
WATERLOO WASTE MANAGEMENT SERVICES DEPARTMENT
PHASE I PRELIMINARY ENGINEERING REPORT AND INTERIM REPAIRS
ANAEROBIC LAGOON REPAIR PROJECT

SUPPLEMENTAL AGREEMENT NO. 1
CONSTRUCTION-RELATED SERVICES

WHEREAS, a Professional Services Agreement was entered into between the City of Waterloo (Client), 715 Mulberry Street, Waterloo, Iowa, and AECOM Technical Services, Inc. (ATS), 501 Sycamore Street, Suite 222, Waterloo, Iowa, dated October 4, 2021, for Phase I Preliminary Engineering Report and Interim Repairs, Anaerobic Lagoon Repair Project; and

WHEREAS, the Client and ATS now desire to enter into Supplemental Agreement No. 1 for construction-related services.

NOW THEREFORE, it is mutually agreed to amend the original Professional Service Agreement as follows:

I. PROJECT DESCRIPTION

The FY 2022 Anaerobic Lagoon Blower Building Interim Repairs, City Contract No. 1060, consists of repairs to the anaerobic lagoon blower building including replacement of doors, windows and HVAC systems. The project is anticipated to be constructed in the 2022 construction season.

II. SCOPE OF SERVICES

The Scope of Services will encompass and include detailed work, services, materials, equipment, personnel and supplies necessary to provide construction-related services for the project defined above. The Scope of Services is further defined as follows:

Task 1. Conduct a preconstruction conference attended by representatives of the Contractor, Client, Consultant and affected utilities.

Task 2. Review shop drawings and other submittals as required of the Contractor by the contract documents for conformance with the design concept of the project and compliance with the information given in the contract documents.

Task 3. Answer design interpretation questions from the Client, Contractor, review staff and appropriate agencies.

Task 4. Prepare monthly applications for payment based on information provided by field review staff and Contractor and forward to the Client for execution with recommendation for approval and payment.

Task 5. Perform construction site visits by design personnel at appropriate stages of construction to review the quality of the work and to determine whether the work conforms to the contract documents.

Task 6. Prepare and assist the Client and Contractor in processing contract change orders.

Task 7. Provide periodic field observation during construction to review the work of the Contractor to determine if the work is proceeding in general accordance with the contract documents and that completed work appears to conform to the contract documents. Staffing requirements may be adjusted during the project in relation to the level of construction activity. Task is estimated at an average of 5 hours/week for 10 weeks of construction.

Task 8. Report to the Client any work believed to be unsatisfactory, faulty or defective or does not conform to the contract documents and advise the Client of any work that should be corrected or rejected.

Task 9. Consider and evaluate Contractor's suggestions for modifications and report them with recommendations to the Client.

Task 10. Facilitate bi-weekly construction progress meetings of project and complete minutes for each meeting.

Task 11. Participate in a review of the project with the Client and review staff near project completion and prepare a list of items to be completed or corrected.

Task 12. Participate in a field observation of the completed project with the Client and review staff before a final application for payment is processed for the Contractor.

Task 13. Maintain files for correspondence, reports of the job conferences, shop drawings and sample submissions, reproductions of original contract documents including addenda, change orders, field modifications, additional drawings issued subsequent to the execution of the contract, Engineer clarifications and interpretations of the contract documents, progress reports and other project-related documents.

Task 14. Provide the Client with a copy of revised drawings of the construction plans (record drawings) for the project based on the construction observation records of the field review staff and the Contractor showing those changes made during construction considered significant.

Task 15. Prepare and assist the Client with the final close-out documentation received from the Contractor.

III. COMPENSATION

Compensation for the above services will be on an hourly basis in accordance with Part VI of the original agreement and shall be integrated with the fees in the original agreement. The estimated fee is Fourteen Thousand Nine Hundred Dollars ($14,900.00).

IV. In all other respects, the obligations of the Client and the Consultant shall remain as specified in the Professional Services Agreement dated October 4, 2021.

AECOM

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1 as of the dates shown below:

APPROVED FOR CITY OF WATERLOO	**APPROVED FOR AECOM**
By:_____	By: Douglas W. Schindel
Printed Name: Quentin Hart	Printed Name: Douglas W. Schindel, P.E
Title: Mayor	Title: Associate Vice President
Date:_____	Date: February 23, 2002

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CITY OF WATERLOO

Council Communication

Resolution approving Amendment No. 1 to the Agreement with Strand Associates, Inc., of Madison, Wisconsin, originally executed on November 21, 2019, to amend the completion date from March 3, 2022 to to June 24, 2022, in conjunction with the FY 2020 Wastewater Treatment Plant Biosolids Modifications Project, Contract No. 994, and authorizing the Mayor to execute said document.

City Council Meeting: 3/21/2022
Prepared: 3/1/2022

ATTACHMENTS:

	Description	Type
🗋	Strand Associates Amendment No. 1 #994	Backup Material
🗋	Strand Cover Letter for Amendment No.1	Backup Material
🗋	Memo to Mayor and Council	Backup Material

SUBJECT:	Resolution approving Amendment No. 1 to the Agreement with Strand Associates, Inc., of Madison, Wisconsin, originally executed on November 21, 2019, to amend the completion date from March 3, 2022 to to June 24, 2022, in conjunction with the FY 2020 Wastewater Treatment Plant Biosolids Modifications Project, Contract No. 994, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Brian Bowman, Treatment Operations Supervisor
Recommended Action:	Approve Amendment No. 1 to contract 994 with Woodruff Construction .

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608-251-4843

February 28, 2022

City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

Attention: Mr. Brian Bowman, Treatment Operations Supervisor

Re: Amendment No. 1 to the November 21, 2019, Agreement for Bidding- and Construction-Related Services
F.Y. 2020 Wastewater Treatment Plant Biosolids Modifications

This is Amendment No. 1 to the referenced Agreement.

Under **Scope of Services**,

Contract Administration Services, CHANGE all instances of 24 months to "28 months."

Construction Observation Services, CHANGE 3,900 hours to "4,500 hours."

Under **Compensation**, CHANGE $675,000 to "$706,000," $610,000 to "$703,000," and $1,485,000 to "$1,609,000."

Under **Schedule**, REPLACE both tables in their entirety with the following:

"Overall Schedule

Service	Start Date	Completion Date
Bidding-Related Services	December 2, 2019	February 28, 2020
Contract Administration Services	December 2, 2019	June 30, 2022
Construction Observation Services	February 17, 2020	June 30, 2022
O&M Manual Services	May 1, 2020	June 30, 2022
Start-up and Operator Training Services	June 1, 2020	June 30, 2022
Project Closeout Services	July 1, 2022	July 1, 2023

Construction Documents	Scheduled Completion Date
Bid Opening Date	January 16, 2020
Notice of award of Construction Contract	February 17, 2020
Notice to proceed of construction contract	March 9, 2020
Substantial completion of construction	April 22, 2022
Final completion of construction	June 24, 2022"

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

STRAND ASSOCIATES, INC.®

Joseph M Bunker 2/28/22

Joseph M. Bunker Date
Corporate Secretary

OWNER:

CITY OF WATERLOO

Quentin M. Hart Date
Mayor

SKH:ppp\R:\MAD\Documents\Agreements\W\Waterloo, City of (IA)\BiosolidsModification_Bid&Const.2019\Agr\Amd\4463.009.1.docx

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843

March 1, 2022

Mr. Brian Bowman
City of Waterloo
3505 Easton Avenue
Waterloo, IA 50702

Re: F.Y. 2020 Wastewater Treatment Plant Biosolids Modifications Project (Contract No. 994)
City of Waterloo, Iowa (City)

Dear Brian,

Amendment No. 1 to the Agreement for Bidding and Construction-Related Services, dated November 21, 2019, for the above-referenced project between the City and Strand Associates, Inc.® (Strand) is enclosed for the City's consideration.

As you are aware, the contractor for this project, Woodruff Construction, has experienced delays to the completion of this project because of COVID-19 impacts on the workforce and supply chain. These claims and associated justification have been presented to the City as part of Change Orders Nos. 1 through 6 for the project. Note, Change Orders Nos. 1 through 5 have been approved by the City. Change Order No. 6 approval is pending. The contractor's original Final Completion milestone at the start of the project was March 3, 2022 (24 months of construction). The current Final Completion milestone has been modified by change order to June 24, 2022 (28 months of construction). This change is a net increase of four months to the construction schedule.

While COVID-19 effects slowed construction progress, it ultimately did not halt work on the construction of the improvements to the wastewater treatment plant at any time. As a result of the extension of the contractor's Contract because of COVID-19, the engineering services fee for contract administration and resident project representative (RPR) services will be expended before the revised Final Completion milestone.

Strand has worked closely with City staff throughout the project monitor COVID-19 impacts on the project and provide engineering and RPR services to meet the City's needs. The enclosed amendment modifies the Strand's agreement to add four months of Contract administration services and 600 hours of RPR services, which will provide the City with uninterrupted engineering services during the last phase of the project, including Substantial Completion and closeout of the project.

Strand has greatly enjoyed working with the City on this project and look forward to a successful project completion. Thank you for your consideration of this amendment. Please contact me at 608-251-4843 if you have any questions or concerns.

Sincerely,

STRAND ASSOCIATES, INC.®

Samuel K. Hocevar

Enclosures

SKH:tll\S:\MAD\4400--4499\4463\009\Project Mgmt\Agreements\4463.009.1\Amendment 1 Cover Letter.docx

CITY OF WATERLOO, IOWA

Waste Management Services
3505 Easton Ave. • Waterloo, IA 50702 • Phone (319) 291-4553 • Fax (319) 291-4523

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

VACANT
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

March 1, 2022

Memo to Waterloo Mayor and Council

RE: Amendment No.1 to the November 21, 2019, Agreement for Bidding and Construction-Related Services for F.Y.2020 Wastewater Treatment Plant Biosolids Modifications, City Contract No. 994

Background Discussion:

Amendment No.1 to the Agreement for Bidding and Construction Related Services, dated November 21, 2019, for the above-referenced project between the City and Strand Associates, Inc. is in need of modification due to COVID-19 impacts and supply chain delays. These claims and associated justification have been presented to the City as part of Change Orders 1-6 for the project. The contractor's original Final Completion milestone at the start of the project was March 3, 2022 (24 Months of Construction). The current milestone has been modified by approved Change Orders to June 24, 2022 (28 Months of Construction).

As a result of the extension of the contractors Contract because of COVID-19 impacts and supply chain delays, the engineering services fee for contract administration and construction related observation services is in need of amendment. The enclosed amendment modifies the Strand agreement to add four months of Contract administration services and 600 hours of construction related observation services. The total value of this amendment is $124,000.

Recommended Action:

It is recommended approval of Amendment No.1 to the November 21, 2019, Agreement for Bidding and Construction Related Services for F.Y.2020 Wastewater Treatment Plant Biosolids Modifications, City Contract No. 994

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CITY OF WATERLOO

Council Communication

Resolution approving Supplement Agreement No. 4 to a Professional Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, originally executed September 8, 2015, for Planning and Engineering Services, in an amount not to exceed $80,000.00, and authorizing the Mayor to execute said document.

City Council Meeting: 3/21/2022
Prepared: 2/24/2022

ATTACHMENTS:

	Description	Type
🗋	Supplemental Agreement No 4	Backup Material
🗋	Cover Memo	Backup Material

SUBJECT:	Resolution approving Supplement Agreement No. 4 to a Professional Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, originally executed September 8, 2015, for Planning and Engineering Services, in an amount not to exceed $80,000.00, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Matt Hosford, Assistant Director and Collection Systems Superintendent
Recommended Action:	Approve Supplemental Agreement No 4

Expenditure Required/Source of Funds: Sewer Funds/ $80,000

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

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

PLANNING AND ENGINEERING SERVICES
CITY OF WATERLOO, IOWA

SUPPLEMENTAL AGREEMENT NO. 4

WHEREAS, a Professional Services Agreement was entered into between the City of Waterloo, Iowa (Client), and AECOM Technical Services, Inc. (ATS) of Waterloo, Iowa, dated September 8, 2015, for Planning and Engineering Services to assist Waste Management Services Department for the City of Waterloo, Iowa; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 1 on April 1, 2019, for continuation of Planning and Engineering Services through the end of the current fiscal year; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 2 on October 22, 2019, for continuation of additional Planning and Engineering Services for the current fiscal year; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 3 on December 7, 2020, for continuation of additional Planning and Engineering Services for the current fiscal year; and

WHEREAS, the Client and ATS now desire to enter into Supplemental Agreement No. 4 for continuation of additional Planning and Engineering Services for the current fiscal year.

I. Project Description

The project is to provide additional planning and engineering services to assist the Waste Management Services Department and Engineering Department for wastewater collection and treatment-related projects.

II. Scope of Services

The Scope of Services to be provided under this supplemental agreement is as follows:

The work to be performed by ATS will include work, materials, equipment and supplies necessary to continue to provide the services described in the tasks defined below similar to previous years.

Task 1 - Evaluating Records and Associated Costs. Assist in evaluating existing records to establish the current costs for various activities performed by the Waste Management Services Department as requested: The current wastewater services activities include the sanitary sewer collection system maintenance and flood control. The breakdown of the costs for these activities will include estimates for the cost for each of the above areas for both residential/commercial flows and industrial flows. This information will be helpful in evaluating proposed industrial expansions, economic development opportunities and rates.

Task 2 - Public Meetings. Provide liaison with the City Council regarding Waste Management Services issues. This task will include attending Council meetings, committee meetings and other public meetings to discuss issues relating to Waste Management Services, when necessary.

Task 3 - Regulatory Assistance. Provide liaison with regulatory agencies associated with Waste Management Services. The agencies currently involved in these services include the Iowa Department of Natural Resources (IDNR), the Environmental Protection Agency (EPA) and the U.S. Army Corps of Engineers (USACE).

Task 4 - Funding Application Assistance. Assist in pursuing funding opportunities with various potential funding sources. This task will include reviewing potential grant and/or loan opportunities and assist in preparing grant and/or loan applications which may benefit the Client in Waste Management Services activities.

Task 5 - Capital Improvement Development. Assist in developing a Capital Improvements Plan for Waste Management Services, including projects needed to meet regulatory requirements, resolve existing problems, and maintain existing programs and services. The Capital Improvements Plan will provide a means to estimate future costs which may be used in evaluating bond schedules, funding opportunities and rates.

Task 6 - Sanitary Sewer System Planning Assistance. Develop a priority system for implementing improvements in the Client's sanitary sewer collection system. The existing system experiences significant flow increases during wet weather conditions. The need to reduce the flows has been a long-standing need, and the Client has taken significant steps in reducing these extraneous flows in the past. Significant improvements remain to reduce wet weather flows to stay within the system capacity. Sanitary sewer improvements are needed in the public right-of-way and on the private property side to reach the goal of eliminating sanitary sewer overflows and sewer back-ups. This task will assist in prioritizing the sanitary sewer improvements and developing a long-range plan to implement the needed improvements. In addition, this task will assist the Client in developing a program and policy to address private source infiltration and inflow sources for future and existing portions of the sanitary sewer system.

Task 7 - Assist Department/City with Funding Priorities. Coordinate closely with the other City departments (engineering, finance and planning) in developing the Client's Waste Management Services Capital Improvements Plan, priorities and funding issues.

Task 8 - Assist with CMOM Activities. Assist the Client's WPCF staff updating and implementing the Capacity, Management, Operation and Maintenance (CMOM) Program for the wastewater treatment and collection system(s).

Task 9 - Assist with Inflow and Infiltration Evaluations. Assist the Client in monitoring the ordinance to eliminate extraneous flows from the sanitary sewer system, including footing drains and sump pump connections.

Task 10 - Evaluating Options for Wastewater Treatment and Collection System. Assist the Client in evaluating options for operating the Client's wastewater treatment and collection system(s).

Task 11 - Engineering Tasks. Assist the Client in small miscellaneous engineering tasks as requested.

Task 12 - Hydraulic Modeling. Perform hydraulic modeling analysis for the sanitary sewer system on an as-needed basis, as requested by Client.

Task 13 - Diffuser Performance and Bathymetric Analysis. Provide engineering services, as requested by the client, for wastewater diffuser performance and bathymetric analysis.

III. Compensation

Compensation for the above services will be on an hourly basis in accordance with Part VI of the original agreement and shall be integrated with the fees in the original agreement and Supplemental Agreement Nos. 1, 2 and 3. The estimated fee is Eighty Thousand Dollars ($80,000.00).

IV. In all other respects, the obligations of the Client and ATS shall remain as specified in the Professional Services Agreement dated September 8, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 4 as of the dates shown below:

AECOM TECHNICAL SERVICES, INC.

By Douglas W. Schindel Date February 23, 2022

Douglas W. Schindel, P.E.
Associate Vice President

CITY OF WATERLOO, IOWA

By:_____ Date_____

Quentin Hart
Mayor

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CITY OF WATERLOO, IOWA

WASTE MANAGEMENT SERVICES DEPARTMENT

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

Date: February 24, 2022

To: Waterloo Mayor and City Council

From: Matthew Hosford, P.E., Waste Management Services

Re: Resolution Approving Supplemental Agreement No. 4 with AECOM Technical Services, Inc. for Planning and Engineering Services

Background Discussion

A professional services agreement with AECOM was entered into in September 2015 to generally cover related miscellaneous planning and engineering services related to the implementation of the Consent Decree. Supplemental Agreements No. 1, No. 2, and No. 3 were entered into in March 2019, October 2019, and November 2020, respectively. There continues to be an ongoing need for similar related planning and engineering services. The Supplemental Agreement No. 4 will continue to provide for such ongoing things such as sewer modeling, SRF funding, bathymetric surveys, velocity studies, and other minor needs that may arise in the collection system and on the plant. This agreement is not to exceed $80,000 and would cover services through January of 2023.

Recommended Action

It is recommended that the City Council support the resolution to approve Supplemental Agreement No. 4 with AECOM in the amount of $80,000.00. The services will be paid for with Sewer Funds.

CITY OF WATERLOO

Council Communication

Resolution approving a Detour Agreement with the Iowa Department of Transportation, for the detour of primary highways onto local roads, in conjunction with the reconstruction of US Highway 218, west from the US Highway 218 north-bound on-ramp at the Airport Boulevard interchange, and authorizing the Mayor to execute said document.

City Council Meeting: 3/21/2022
Prepared: 3/3/2022

ATTACHMENTS:

Description	Type
IDOT_Detour Agreement_US 218 NB Ramp_2023	Backup Material

SUBJECT: Resolution approving a Detour Agreement with the Iowa Department of Transportation, for the detour of primary highways onto local roads, in conjunction with the reconstruction of US Highway 218, west from the US Highway 218 north-bound on-ramp at the Airport Boulevard interchange, and authorizing the Mayor to execute said document.

Submitted by: Submitted By: Jamie Knutson, PE, City Engineer

The DOT is proposing standard detour agreements for Primary Highways onto Local Roads. The City and DOT will jointly inspect and sign written report concerning condition of proposed detour road (before and after) and DOT would be responsible to restore condition of road, if deemed necessary.

Neighborhood Impact:

The detour period is estimated to begin April 17, 2023 and end October 27, 2023.
Detour: 0.15 miles north on Airport Blvd to West Airline Highway, then west 1.08 miles to Leversee Road, then north 1.33 miles to Lone Tree Road, then west 0.39 miles back to US 218

Form 810012
(07-21)

IOWA DOT

AGREEMENT FOR DOT-INITIATED DETOUR OF PRIMARY HIGHWAYS ONTO LOCAL ROADS

This Agreement is entered into by and between the Iowa Department of Transportation, hereinafter known as the DOT; and the

[redacted] ☐ City Council
☐ County Board of Supervisors, hereinafter known as the Local Public Agency (LPA).

WHEREAS, the DOT, hereinafter known as DOT, has determined the necessity to temporarily close primary highway [redacted]

from [redacted] to [redacted]
for the purpose of construction, reconstruction, maintenance, natural disasters, or other emergencies that are 48 hours or longer (incident management temporary detours are covered under a separate detour agreement (Form 810076)); and

WHEREAS, it is necessary to provide a detour for the primary highway closure period; and

WHEREAS, the LPA agrees to permit the use of its roads as a detour, more particularly described as follows:

[redacted]

; and

WHEREAS, Authorized representatives of both the DOT and the LPA have jointly inspected and documented the condition of the proposed detour to reasonably reflect the condition of the roadway base, surface, shoulders and bridges; and

WHEREAS, the DOT has reviewed and inspected the bridges on the detour, if applicable. The LPA ☐ will ☐ will not allow ☐ oversize and/or ☐ overweight loads. The DOT shall approve the routing of overweight vehicles on the detour route, up to the limits specified by the LPA; and

WHEREAS, the DOT agrees to perform the following pre-detour maintenance, if any:

, and

WHEREAS, the DOT agrees to maintain the detour and provide all traffic control devices required by the Manual of Uniform Traffic Control Devices (MUTCD), as adopted by the DOT pursuant to 761 IAC 130, including the marking of no-passing zones during the period the local agency road(s) and structure(s) are being utilized as a primary road detour; and

WHEREAS, Prior to revocation of the detour, the DOT shall follow Iowa DOT Policy 600.05 for detour compensation of the LPA, and when requested by the LPA, either restore the local agency road to as good of condition as it was prior to its designation as a temporary primary road, or adequately compensate the local agency for excessive traffic or damage upon the local agency road during the period it was used as a temporary primary road, in accordance with Section 313.28 or Section 313.29 of the Iowa Code and Iowa DOT Policy 600.05; and

WHEREAS, The detour period is estimated to begin [redacted] (date) and end [redacted] (date); and

WHEREAS, the parties agree to the following additional provisions, if any:

NOW, THEREFORE, BE IT AGREED that the described road be used as a detour under stipulations outlined above.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed by proper officers thereunto duly authorized as of the dates below indicated.

District Engineer (or designee) Date
Iowa Department of Transportation

City representative Date

Quentin Hart, Mayor
Printed name and title of city representative

County representative Date

Printed name and title of county representative

CITY OF WATERLOO

Council Communication

Resolution approving an Early Access Agreement with Union Development Holdings, LLC, to allow survey work in preparation of development of the site north of 501 Lakeside Street, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 3/21/2022
Prepared: 3/15/2022

ATTACHMENTS:

	Description	Type
	Signed Early Access Agreement	Backup Material

SUBJECT:	Resolution approving an Early Access Agreement with Union Development Holdings, LLC, to allow survey work in preparation of development of the site north of 501 Lakeside Street, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Union Development Holdings LLC is planning to construct at least 150 multi-family residential units on the property in question.
Neighborhood Impact:	The request to begin survey work on the property would not appear to negatively impact the area as long as it is properly contained.
Data/Analysis and Strategies:	Strategies 1.3, 1.4, 1.7, 3.1, and 3.8 --- create new tax base, new investment in TIF areas
Expenditure Required/Source of Funds:	None
Alternative:	Not approve

Annex Group Subject Property (Lot 1 of the Proposed North Crossing 3rd Addition)

A part of Auditor's Parcel G, as recorded in Document #2008-10309, on file in the Black Hawk County Recorder's Office in Waterloo, Iowa, in the Northeast Quarter of the Southwest Quarter of Section 12, T89N, R13W of the Fifth P.M., Black Hawk County, City of Waterloo, being more particularly described as follows:
Commencing at the Southwest Corner of said Quarter-Quarter Section;
Thence North 0°56'11" West, 659.05 feet along the West Line of said Quarter-Quarter Section;

Legal Descriptions:	Thence North 89°38’37” East, 33.00 feet to the Point of Beginning, said point also being the Northwest Corner of said Auditor’s Parcel G located on the East Right-of-Way Line of East 4th Street; Thence continuing North 89°38’37” East, 885.55 feet along the North Line of said Auditor’s Parcel G; Thence South 0°54’13” East, 292.68 feet; Thence South 55°04’12” West, 236.62 feet; Thence South 0°53’47” East, 103.98 feet; Thence South 79°44’50” West, 378.06 feet; Thence South 89°38’50” West, 316.03 feet to the East Right-of-Way Line of East 4th Street; Thence North 0°56’11” West, 595.90 feet along said East Right-of-Way Line to the Point of Beginning. Containing 10.78 Acres, Subject to any easements recorded or unrecorded and further subject to easements required as part of the pending subdivision infrastructure.

EARLY ACCESS AGREEMENT

This Early Access Agreement (the "Agreement") is entered into as of _____, 2022 by and between the City of Waterloo, Iowa ("City") and Union Development Holdings, LLC (the "Developer").

WHEREAS, City and Developer are finalizing the terms of a development agreement concerning a project to be undertaken by Developer on certain real property described as or located upon a portion of Parcel "G" according to Plat of Survey filed November 14, 2007 as Doc. No. 2008-10309, being a part of NE ¼ of SW ¼ of 12-89N-13W of the 5th P.M., Black Hawk County, Iowa (the "Property"); and

WHEREAS, the parties desire that Developer have access to the Property to begin certain activities before the Property is conveyed to Developer.

NOW, THEREFORE, in consideration of the future transactions contemplated by the parties as described above, and in consideration of the mutual promises exchanged herein, the parties agree as follows:

1. City hereby grants to Developer the right to enter upon the Property to begin site due diligence investigations and field work. The term of this Agreement shall be from the date hereof until the date that City delivers a deed to Developer for the Property pursuant to a development agreement. Developer's right to conduct its activities upon the Property is expressly made subject to prior receipt of applicable zoning, building, and other regulatory approvals. Until City delivers a deed to Developer, Developer may not begin earth work or any work of constructing improvements.

2. Developer shall, at its own expense, procure and maintain comprehensive public liability insurance in the amount of not less than $1,000,000 per occurrence. Such insurance shall cover liability arising from the acts or omissions of Developer, its employees, contractors and agents, and shall protect the City, its officers, officials, employees, and agents, against any and all claims, damages, costs or expenses (including but not limited to reasonable attorneys' fees and expenses) arising from or in connection with injury or death to any person or persons, or loss of or damage to property, by reason of any casualty, accident or other occurrence on or about the Property during the term of this Agreement. Certificates or copies of said policies, naming the City as an additional insured, shall be delivered to City before Developer, its employees, contractors, or agents, enter upon the Property for any purpose.

3. Developer agrees to be responsible for any liability which may arise out of the acts or omissions of Developer, its employees, agents and contractors, on or about the Property, and in said connection Developer agrees to indemnify and hold harmless City, its officials, officers, employees and agents, from and against any and all claims, demands, actions, causes of action, damages, costs, fines, penalties, and liabilities of any type or nature whatsoever, including but not limited to reasonable attorneys' fees, arising out of said acts or omissions, whether sounding in law or equity, in tort or contract, by statute, or otherwise. The duties of Developer under this paragraph shall survive the expiration or termination of this Agreement.

4. If for any reason the contemplated sale and purchase of the Property between the parties is canceled or otherwise does not occur, then at its sole expense Developer shall promptly

remove from the Property all of its personal property and materials or debris that it has deposited on the Property during the term hereof and restore, as nearly as possible, the condition of the Property to that which existed upon Developer's initial entry upon the Property hereunder, except as otherwise permitted by express written consent of City.

5. Notwithstanding this Agreement, the parties agree to work cooperatively in good faith to finalize the terms of a development agreement in respect of the Property as expeditiously as possible.

6. The rights and duties of Developer under this Agreement may not be assigned without the prior written consent of City. This Agreement is the entire agreement of the parties concerning the subject matter hereof. It may not be modified or amended without the prior written consent of the parties. This Agreement is binding on the parties and the respective successors and assigns of each. This Agreement may be executed in multiple counterparts, each of which, including signed counterparts transmitted by facsimile or other electronic means, shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Early Access 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

UNION DEVELOPMENT HOLDINGS, LLC

By: Ryan Clark
Ryan Clark, VP of Development, The Annex Group

CITY OF WATERLOO

Council Communication

Resolution approving a Temporary Construction Easement Agreement with FDP OC, LLC, in conjunction with the reconstruction of the Park Avenue Bridge, located at 501 Commercial Street, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 3/21/2022
Prepared: 3/7/2022

ATTACHMENTS:

	Description	Type
🗋	Temporary Easement Agreement and Donation Form	Backup Material
🗋	Easement Plat	Backup Material

SUBJECT:	Resolution approving a Temporary Construction Easement Agreement with FDP OC, LLC, in conjunction with the reconstruction of the Park Avenue Bridge, located at 501 Commercial Street, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Transmitted is a request to enter into a temporary construction easement Agreement with FDP OC, LLC, in conjunction with the reconstruction of the Park Avenue Bridge, located at 501 Commercial Street. Attached is a map showing the area of the temporary construction easement and its dimensions. Replacement of the over 80 year old bridge will continue the ongoing efforts to continue to enhance Downtown Waterloo adding to all the other successes that have occurred over the years.
Neighborhood Impact:	Replacement of the Park Avenue Bridge will have a great impact on Downtown Waterloo and the current bridge is in need of many repairs.
Data/Analysis and Strategies:	
Expenditure Required/Source of Funds:	None. FDP OC, LLC is donating the temporary construction easement and the donation form is attached to this council letter.

Prepared by Tim Andera, City of Waterloo, Waterloo, IA 50703. Phone (319) 291-4366

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (the "Agreement") is entered into as of _____, 2022 by and between FDP OC, LLC ("Grantor"), and the City of Waterloo, Iowa ("Grantee").

1. **Grant of Temporary Easement.** In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration in the amount of **$990.55**, the receipt and sufficiency of which is hereby acknowledged Grantor does hereby grant and convey unto Grantee, and Grantee does hereby accept, a temporary easement for purposes relating to construction of the Improvements (the "**Temporary Easement**") in, to, upon, over, across, and beneath the real estate (the "**Temporary Premises**") as set forth on Exhibit "A" attached hereto and by this reference made a part hereof. The Temporary Easement shall expire upon conclusion of all construction, cleanup, and demobilization activities upon the Premises. The Premises and the Temporary Premises are collectively referred to as the "**Easement Premises**."

2. **Purpose.** The Premises is intended for use by Grantee, its employees, contractors and agents, to reconstruct the Park Avenue Bridge and utility improvements (the "**Improvements**"). It is the intention of the parties that Grantee shall assume all responsibility for the construction of the Improvements adjacent to the Premises, and that Grantor shall have no liability relating to the Easement or the Improvements except as may arise from the Grantor's own negligent acts or omissions or willful misconduct.

3. **Grantor Duties and Privileges.** Grantor shall deliver possession of the Easement Premises to Grantee, "as is, where is", without any representation or warranty as to the condition of same. Grantor shall have no duty to prepare the Easement Premises in any way for Grantee's use. Following transfer of possession of the Easement Premises, Grantor shall have no further duty or obligation with respect to the Easement Premises, except as set forth herein. Grantor may mow grasses and vegetation growing in the Premises, but may not conduct other activities upon the Premises without the prior written consent of Grantee.

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

FDP OC, LLC

By: Roy Crews

Title: Managing Member

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 March 2, 2022, by Roy Crews, Jr. as Managing Member of FDP OC, LLC

NOTARIAL SEAL IOWA
TIM ANDERA
COMMISSION NO. 772518
MY COMMISSION EXPIRES
APRIL 11, 2024

_____
Notary Public

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

PROJECT: Park Avenue Bridge Replacement (BRM-CHBP-8155(771)--NB-07)

PARCEL: 503 Commercial Street

OWNER: FDC OC, LLC

OFFER TO DONATE FORM

As owner(s) of real estate needed for the above-referenced project and parcel, and acknowledging the fact that we are entitled to just compensation for the subject property interests, nevertheless, we desire to donate the storm sewer easement. We hereby waive such compensation rights and will promptly execute the necessary documents for the City of Waterloo, Iowa.

This donation to the City of Waterloo, Iowa, is made knowingly, voluntarily, and not under coercion or threat of any nature by the City of Waterloo or its agents. *Before signing this form, we have had the opportunity to consult with our own legal and tax advisors.* References in the singular number include the plural, and vice versa.

3/2/2022
Date

Roy D Carver Jr.
By:
Its: Managing Member

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on March 2, 2022, by Roy Carver Jr., and _____.

Notary Public

NOTARIAL SEAL IOWA
TIM ANDERA
COMMISSION NO. 772518
MY COMMISSION EXPIRES
APRIL 11, 2024

INDEX LEGEND

SURVEYOR & RETURN TO:
SETH A. WHITACRE, P.L.S.
MARTIN & WHITACRE
SURVEYORS & ENGINEERS, INC.
1508 BIDWELL ROAD
MUSCATINE, IOWA 52761
PHONE: 563-263-7691

SERVICE PROVIDED FOR:
CITY OF WATERLOO
316 EAST 5TH STREET
WATERLOO, IOWA 50703

SURVEY REQUESTED BY:
CITY OF WATERLOO

SURVEY LOCATED:
PARTS OF LOTS 18 AND 34 OF MILL SQUARE AND VACATED PARK AVENUE
PROPERTY OWNER:
FDP OC, LLC.

SITE ADDRESS:
503 COMMERCIAL STREET
WATERLOO, IOWA 50703

DATE OF SURVEY:
02-17-21

BASIS OF BEARING:
IOWA STATE PLANE COORDINATE SYSTEM - NORTH ZONE (NAD83)

Exhibit "A"

ACQUISITION PLAT

OF TEMPORARY EASEMENT BEING CONVEYED TO THE CITY OF WATERLOO, IOWA

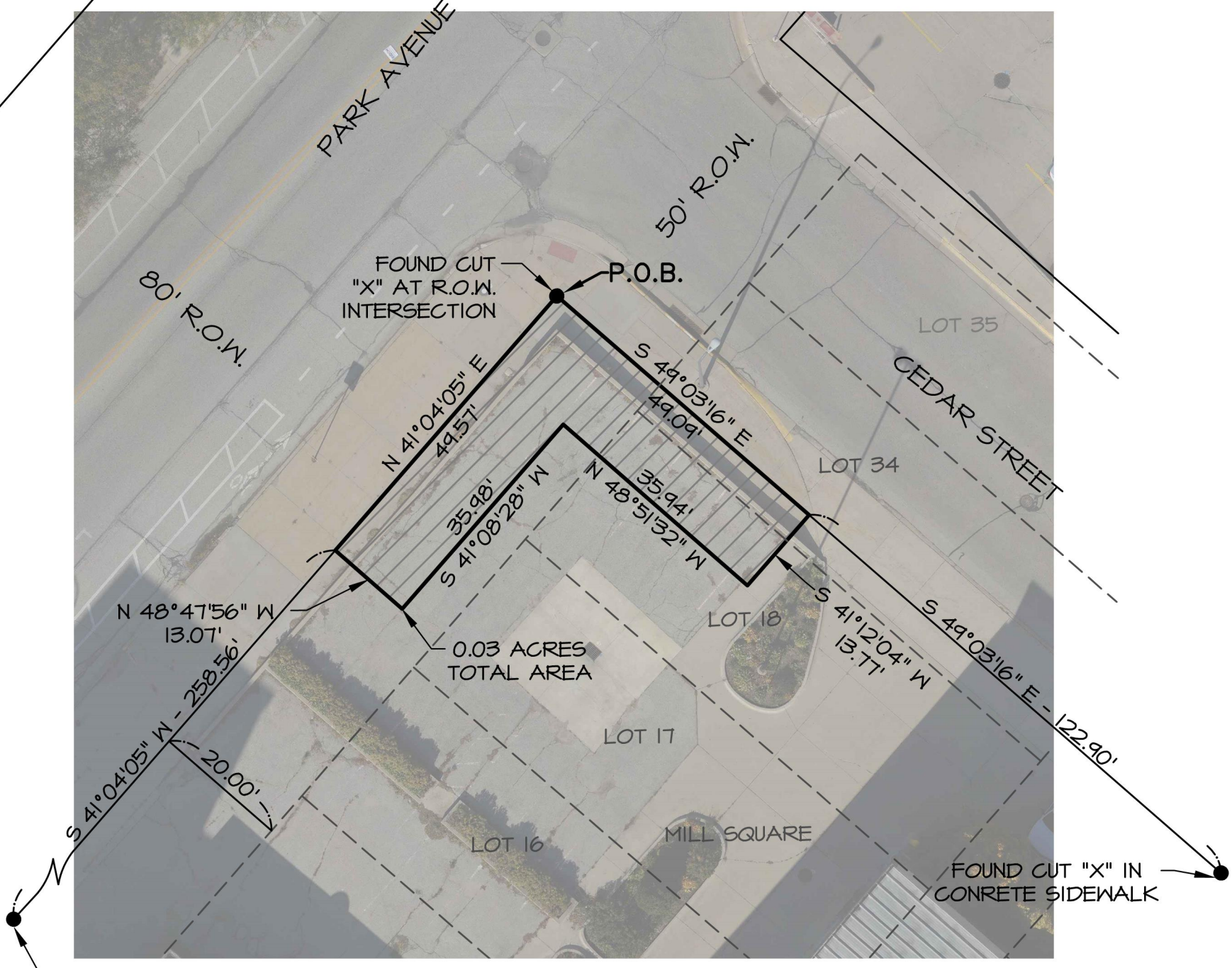
PARK AVENUE BRIDGE REPLACEMENT

north

20 0 20

LEGEND

- ● FOUND, AS NOTED
- TEMPORARY EASEMENT
- PROPERTY/ROW LINE
- - - - - ORIGINAL LOT LINE



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Seth A. Whitacre

Seth A. Whitacre

Date 04/07/21 Reg. No. 18379

My license renewal date is December 31, 2022

Pages or sheets covered by this seal: 2

PROFESSIONAL LAND SURVEYOR
SETH A. WHITACRE
18379
IOWA

SURVEY COMPANY / RETURN TO:
Martin & Whitacre
Surveyors & Engineers, Inc.
1508 BIDWELL ROAD, MUSCATINE, IOWA 52761
INFO@MARTIN-WHITACRE.COM (563)263-7691

SURVEYOR: SETH A. WHITACRE
PROPRIETOR(S): FDP OC, LLC.
REQUESTOR: CITY OF WATERLOO
LOCATION: PART OF LOT 18, WESTERLY 5 FEET OF LOT 34 MILL SQUARE AND VACATED PARK AVE
SURVEY TYPE: TEMPORARY EASEMENT

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
8380	8380	1"=20'	MS	SAW	02/17/21	8590.20

REV. 0 | FDP OC LLC EASEMENT.DWG | SHEET 1 OF 2

Exhibit "A" Cont.

ACQUISITION PLAT

OF TEMPORARY EASEMENT BEING CONVEYED
TO THE CITY OF WATERLOO, IOWA
PARK AVENUE BRIDGE REPLACEMENT

DESCRIPTION – TEMPORARY EASEMENT

THE EASEMENT GRANTED FOR CONSTRUCTION PURPOSES IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 18 OF MILL SQUARE, THE WESTERLY FIVE FEET OF LOT 34 OF MILL SQUARE AND VACATED PARK AVENUE ADJACENT TO MILL SQUARE IN THE CITY OF WATERLOO, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CUT A "X" AT THE INTERSECTION OF THE PRESENTLY ESTABLISHED SOUTHWESTERLY RIGHT OF WAY OF CEDAR STREET AND THE PRESENTLY ESTABLISHED SOUTHEASTELRY RIGHT OF WAY OF PARK AVENUE; THENCE SOUTH 49°03'16" EAST 49.09 FEET; THENCE SOUTH 41°12'04" WEST 13.77 FEET; THENCE NORTH 48°51'32" WEST 35.94 FEET; THENCE SOUTH 41°08'28" WEST 35.98 FEET; THENCE NORTH 48°47'56" WEST 13.07 FEET; THENCE NORTH 41°04'05" EAST 49.57 FEET TO THE POINT OF BEGINNING; CONTAINING 0.03 ACRES, MORE OR LESS.

SURVEY COMPANY / RETURN TO:
Martin & Whitacre Surveyors & Engineers, Inc.
1508 BIDWELL ROAD, MUSCATINE, IOWA 52761
INFO@MARTIN-WHITACRE.COM (563)263-7691

SURVEYOR: SETH A. WHITACRE
PROPRIETOR(S): FDP OC, LLC.
REQUESTOR: CITY OF WATERLOO
LOCATION: PART OF LOT 18, WESTERLY 5 FEET OF LOT 34 MILL SQUARE AND VACATED PARK AVE WEST OF RIVER
SURVEY TYPE: TEMPORARY EASEMENT

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
8380	8380	1"=20'	MS	SAW	02/17/21	8590.20

REV.			SHEET	OF
0	FDP OC LLC EASEMENT.DWG		2	2

CITY OF WATERLOO

Council Communication

Resolution approving a Temporary Easement Agreement with Kimberly Ann Reiter, in the amount of $174.96, for purposes of ingress and egress of property located at 6216 Hammond Avenue, in conjunction with the Hammond Avenue Sink Creek Bridge Construction Project.

City Council Meeting: 3/21/2022
Prepared: 3/9/2022

ATTACHMENTS:

	Description	Type
	Temporary Easement Reiter	Backup Material
	Hammond Bridge Project Aerial	Backup Material

SUBJECT:	Resolution approving a Temporary Easement Agreement with Kimberly Ann Reiter, in the amount of $174.96, for purposes of ingress and egress of property located at 6216 Hammond Avenue, in conjunction with the Hammond Avenue Sink Creek Bridge Construction Project.
Submitted by:	Submitted By: Aric Schroeder, City Planner
Recommended Action:	Approval
Summary Statement:	The City of Waterloo is preparing to reconstruct the Hammond Avenue bridge over Sink Creek, which involves the need for approximately 5 temporary easements, and 4 fee title acquisitions needed to complete the project. This transmittal includes 1 temporary easement. The easement areas will be returned to the state they were in prior to construction.
Data/Analysis and Strategies:	Acquisition for street/bridge reconstruction
Expenditure Required/Source of Funds:	$174.96 from stormwater funds

Prepared by: Aric Schroeder, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703 – (319) 291-4366

TEMPORARY EASEMENT AGREEMENT

For consideration received, the undersigned does hereby grant and convey unto the City of Waterloo, Iowa, a temporary easement across the following described property in the City of Waterloo, Black Hawk County, State of Iowa:

See attached Exhibit

in conjunction with improvements related to the Hammond Avenue Sink Creek Bridge Construction Project Parcel 5, together with a right of ingress and egress thereon.

Kimberly A. Reiter

Kimberly Ann Reiter

Exhibit A-1

INDEX LEGEND
General Description: Part of the NE 1/4 of Sec. 22–T88N–R13W, Waterloo
Surveyor: David L. Scheil (#16775)
Surveying Company: Wayne Claassen Engineering & Surveying, Inc. 2705 University Avenue (P.O. Box 898) Waterloo, Iowa 50704 (319)235–6294
Survey Requested By: Waterloo Water Works
Proprietor: Robert J. Reiter & Kay L. Reiter Parcel 5

For County Recorder's use.

TEMPORARY CONSTRUCTION EASEMENT

Hammond Avenue Right–of–Way Acquisition

SHEET 1 OF 2

LEGAL DESCRIPTION
Temporary Construction Easement

An Easement for temporary construction purposes over, under and across that part of the Northeast Quarter (NE 1/4) of Section Twenty–two (22), Township Eighty–eight North (T88N), Range Thirteen West (R13W), of the Fifth Principal Meridian, Waterloo, Black Hawk County, Iowa, described as follows:

Commencing at the Northeast corner of aforesaid Northeast Quarter (NE 1/4); thence S00°09'37"E Eleven Hundred Twenty–three and Ninety–one Hundredths (1123.91) feet along the East line of said Northeast Quarter (NE 1/4); thence S88°56'40"W Thirty–three and Twelve Hundredths (33.12) feet to the intersection of the West right–of–way line of Hammond Avenue with the South line of Tract "A", Hawkeye Heights Subdivision and to the point of beginning; thence S88°56'40"W Thirty–one and Sixty–nine Hundredths (31.69) feet along the South line of said Tract "A"; thence S19°51'00"E Ninety–four and Six Hundredths (94.06) feet to aforesaid West right–of–way line; thence N00°09'53"W Eighty–nine and Six Hundredths (89.06) feet along said West right–of–way line the point of beginning containing 1411 square feet. (As shown on Sheet 2 of 2 of this Plat.)

CES FILE NO. 2720

NOTES:

1. The basis of bearings for this Plat of Survey is the East line of the NE 1/4 assigned a bearing of S00°09'37"E as per Iowa State Plane Coordinate System, North Zone, 2011 adjustment.

CERTIFICATION

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Signature: _____
David L. Scheil, P.L.S.

Date: _____, 20____ License No. 16775

Pages or Sheets Covered by this Seal: 2

My license renewal date is December 31, 2020

CES FIELD BOOK 746–01

Exhibit A-2

WAYNE CLAASSEN ENGINEERING AND SURVEYING, INC.
P.O. BOX 898 WATERLOO, IOWA 50704-0898
PHONE: (VOICE) 319-235-6294
(FAX) 319-235-0028

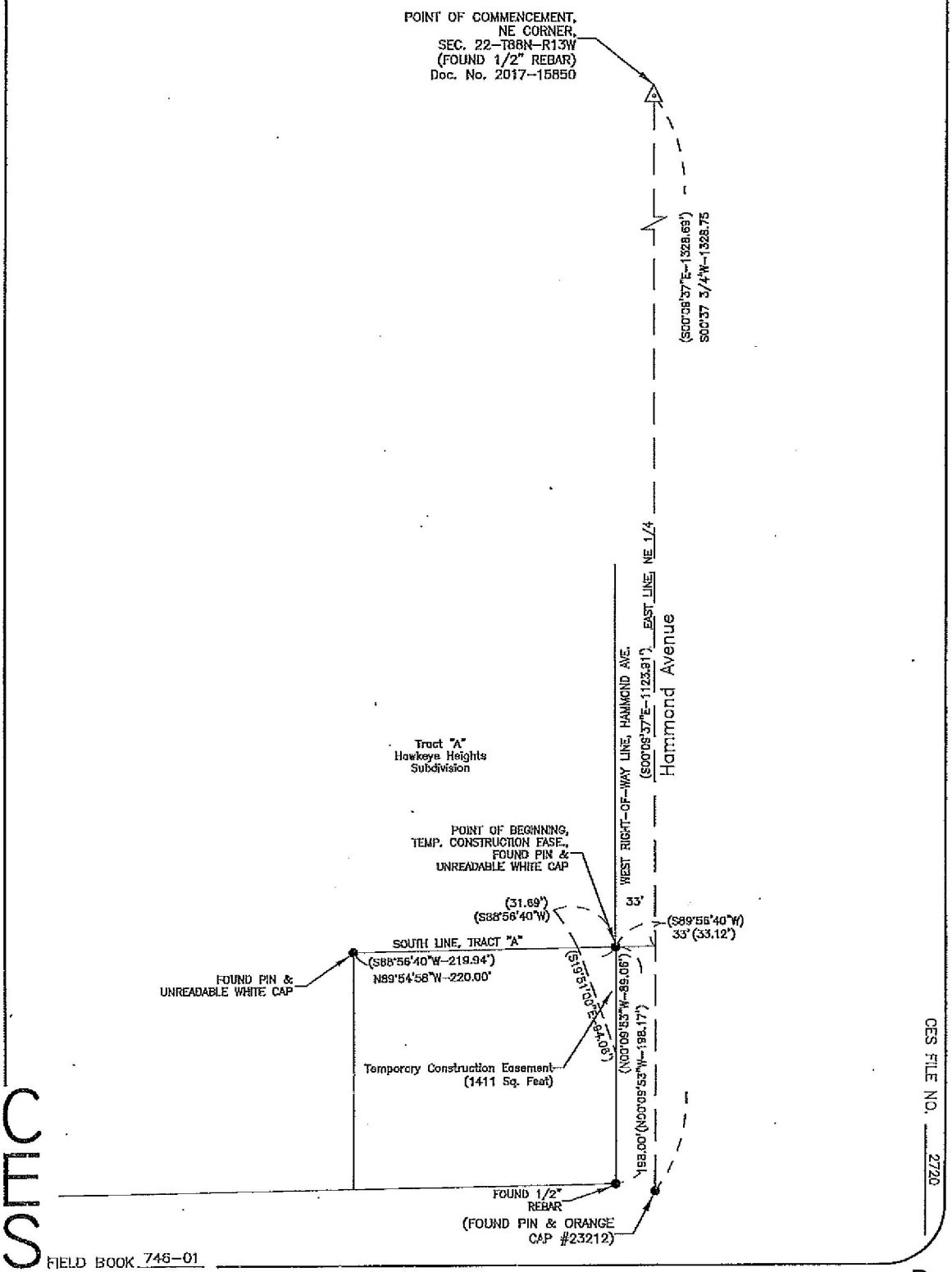
TEMPORARY CONSTRUCTION EASEMENT

SHEET 2 OF 2

Part of the NE 1/4 of Sec. 22-T88N-R13W,
Waterloo, Black Hawk County, Iowa
Survey for: Waterloo Water Works
Proprietor: Robert J. Reiter & Kay L. Reiter

Parcel 5

0 100
1 INCH = 100 FEET



CES FILE NO. 2720

CLS FIELD BOOK 746-01

E. ORANGE RD

ROGER KALSEM TRUST
PIN 8813-22-226-006

ROGER KALSEM TRUST
PIN 8813-23-101-008

MAGENTA LINE
LIMIT OF PARCEL
ACQUISITIONS

CYAN DASHED LINE
LIMIT OF TEMP
EASEMENT
ACQUISITIONS

BURK & JULIANNE MIEHE
PIN 8813-22-201-006

NEW HAMMOND AVE CULVERTS
(SAME LOCATION AS BRIDGE)

EXISTING
FIELD DRIVE

ROBERT & KAY REITER
6216 HAMMOND AVE
PIN 8813-22-226-003

RELOCATED
FIELD DRIVE

HAWKEYE COMMUNITY
COLLEGE FOUNDATION
PIN 8813-23-101-002

CHARLOTTE & ROBERT
TANNREUTHER TRUST
PIN 8813-22-276-001

HAWKEYE COMMUNITY
COLLEGE FOUNDATION
PIN 8813-23-151-003
6323 HAMMOND AVE

HAMMOND AVE

N

0 100 200 Feet

CITY OF WATERLOO

Council Communication

Resolution concurring with the determination of City Planner approving a proposed change to the approved site plan in the "S-1" Shopping Center District for the construction of a 2,046 square foot Scooter's Coffee Shop and Restaurant, and a 24-stall parking lot at the northeast corner of Kimball Avenue and Ridgeway Avenue, as a Minor Site Plan Amendment.

City Council Meeting: 3/21/2022
Prepared: 3/9/2022

ATTACHMENTS:

Description	Type
Original Site Plan	Backup Material
Building and Signage Plans	Backup Material
Site Plan	Backup Material

SUBJECT: Resolution concurring with the determination of City Planner approving a proposed change to the approved site plan in the "S-1" Shopping Center District for the construction of a 2,046 square foot Scooter's Coffee Shop and Restaurant, and a 24-stall parking lot at the northeast corner of Kimball Avenue and 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 shows a restaurant with a drive-thru, 31 stall parking lot and single drive-thru lane on Lot 1 of Schoitz Addition The building placement and size on the original site plan matches the new plan. The noticeable changes taking place are reducing the number of parking stalls to 24 and have a double drive-thru lane with two menu boards in a slightly different location. There are 34 seats on the inside and eight on the outside and the Zoning Ordinance requires one parking space per 2.5 seats for this type of use, which equates to 17 parking stalls required and this plan exceeds that requirement by 7 stalls. The Zoning Ordinance allow minor changes in the "S-1", which include a change in parking areas, to be administratively approved by Staff.

The new building will have a multitude of different facades that include stone, hardie board and composite cladding. The awnings will be red and they will extend out over the walkthrough doors and drive-thru window.

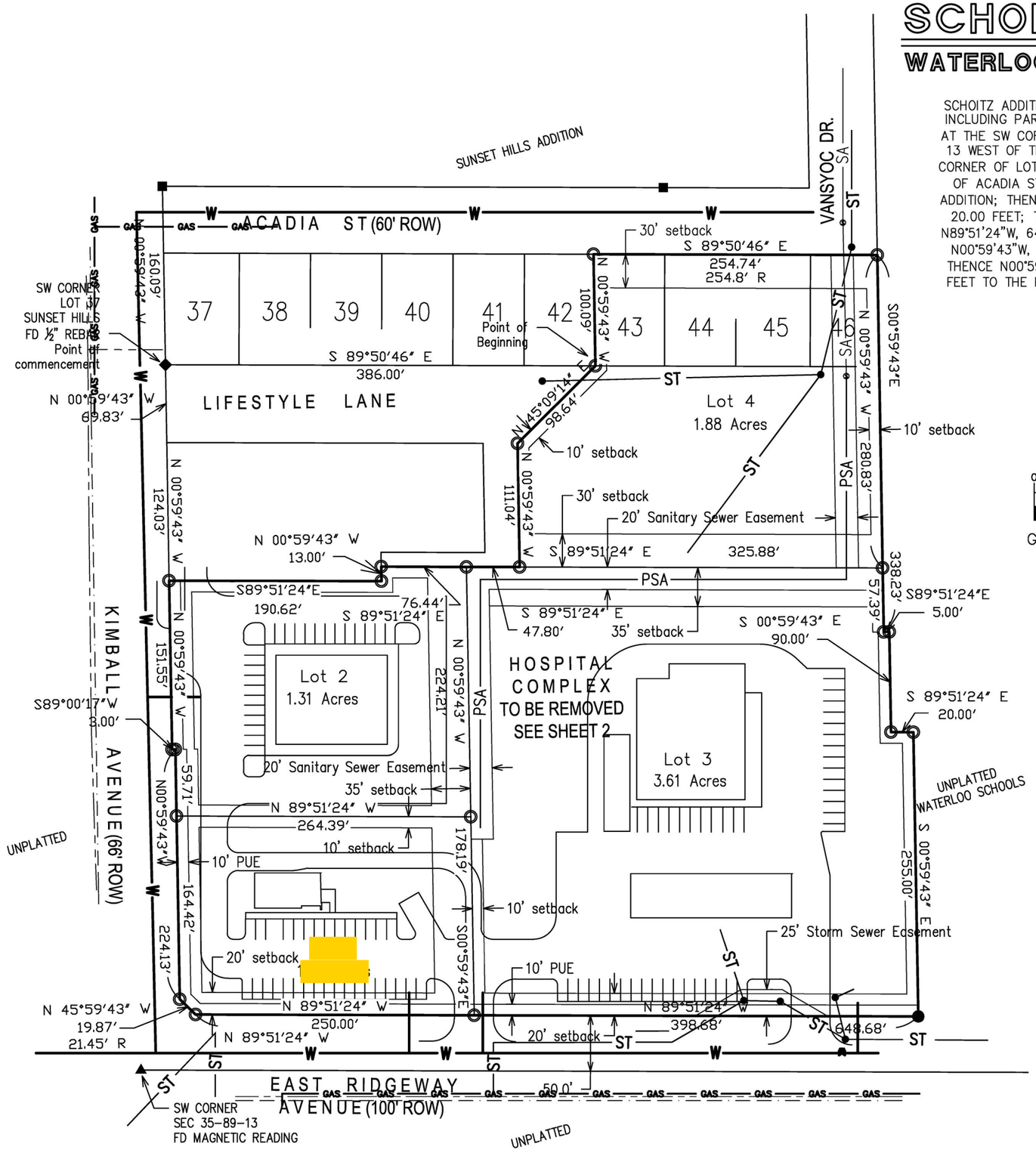
The building is setback 73' from the property line along Kimball Avenue and 107' along East Ridgeway Avenue. The side yard setback towards the north property line is 37' and the rear setback is 130', which more than exceeds the minimum setback requirements for this zoning district.

Staff feels that the design 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, and requests concurrence from the City Council that they agree with such determination by staff 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 1, Schoitz Addition, Waterloo, Black Hawk County, Iowa

SCHOITZ ADDITION PRELIMIMARY PLAT

WATERLOO, IOWA



LEGAL DESCRIPTION:

SCHOITZ ADDITION BEING PART OF THE SW ¼ OF THE SW ¼ OF SECTION 35, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH P.M. INCLUDING PART OF SUNSET HILLS ADDITION ALL IN THE CITY OF WATERLOO, BLACK HAWK COUNTY IOWA DESCRIBED AS: 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, 100.09 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 EAST 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, 124.24 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, Lot 2 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

- ▲ –USPLSS CORNER FOUND AS NOTED
- ◆ –1/2" REBAR
- ■ –FD 3/4" PINCHED PIPE
- ● –FD 1/2" REBAR W/ CAP 16775
- ○ –SET 1/2" REBAR W/ CAP 17344
- PSA — PROPOSED SANITARY SEWER
- SA — EXISTING SANITARY SEWER
- W — EXISTING WATER MAIN
- ST — EXISTING STORM SEWER
- GAS — EXISTING GAS MAIN
- EXISTING OH ELECTRIC
- EXISTING FIBER
- PROPERTY LINE / LOT LINE
- EASEMENT
- BUILDING SETBACK
- SUBDIVISION BOUNDARY

ALL PRIVATE UTILITIES SHOWN ON THIS PLAT HAVE BEEN PROVIDED BY PAPER MAPS AND ARE APPROXIMATE.

SHEET 1 OF 2

PRELIMINARY PLAT
SCHOITZ ADDITION
WATERLOO, IOWA

DRAWN	BMC
CHECKED	DTC
PROJ NO	21302
SHEET	PP–01

CRAWFORD ENGINEERING & SURVEYING, INC.
205 2nd Ave NE Independence, Iowa 50644

DRAWING # :
PROJECT ID:

SALES PERSON: Andye Nelson

DRAWN BY: Sean Cornett

DATE: | INSPECTED BY:

Revised:

SCOOTER'S

Omaha Neon Sign Co., Inc.

1120 N 18th Street • Omaha 68102
402.341.6077 • 402.341.7654 *fax*

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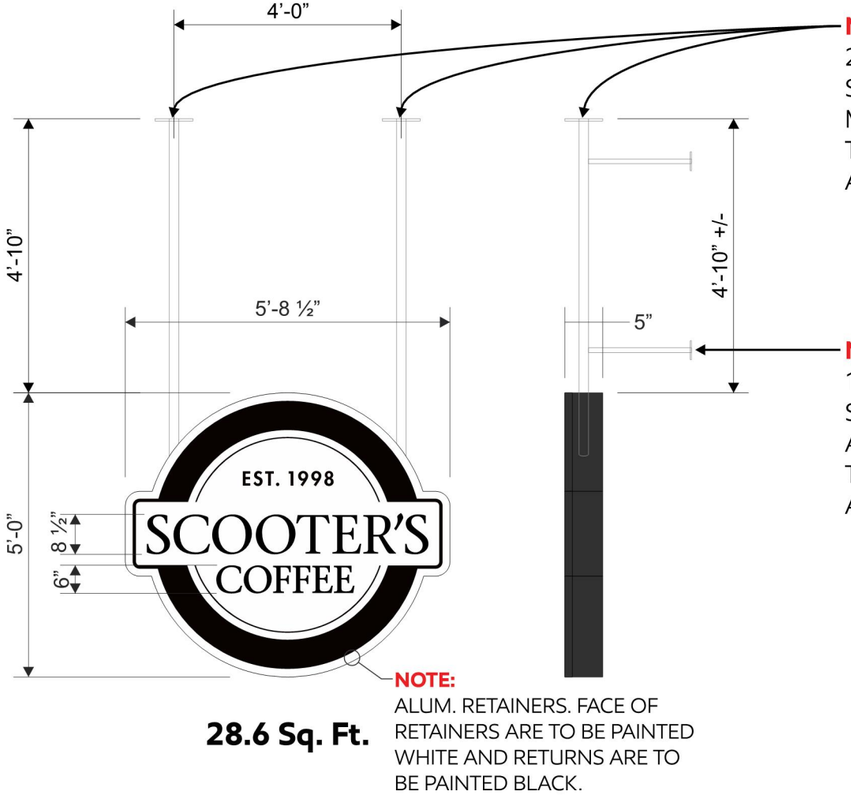
Signed_____ Date_____

Sales Rep._____ Date_____

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

UL LISTED

ILLUMINATED CHANNEL LOGO
SCALE: 3/8" = 1'-0"

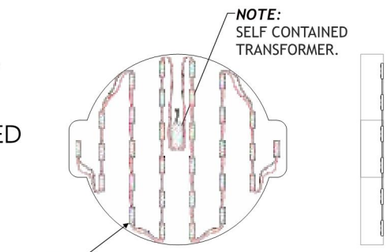


28.6 Sq. Ft.

NOTE:
2 INCH x 2 INCH ALUMINUM Sq. TUBE SUPPORTS WITH 8 INCH x 8 INCH x ½" MOUNTING PLATE(S). SUPPORTS ARE TO BE PAINTED AKZO-NOBEL BRUSHED ALUMINUM.

NOTE:
1 INCH x 1 INCH ALUMINUM Sq. TUBE SUPPORTS WITH 4 INCH x 4 INCH x ¼" ADJUSTING PLATE(S). SUPPORTS ARE TO BE PAINTED AKZO-NOBEL BRUSHED ALUMINUM.

NOTE:
ALUM. RETAINERS. FACE OF RETAINERS ARE TO BE PAINTED WHITE AND RETURNS ARE TO BE PAINTED BLACK.



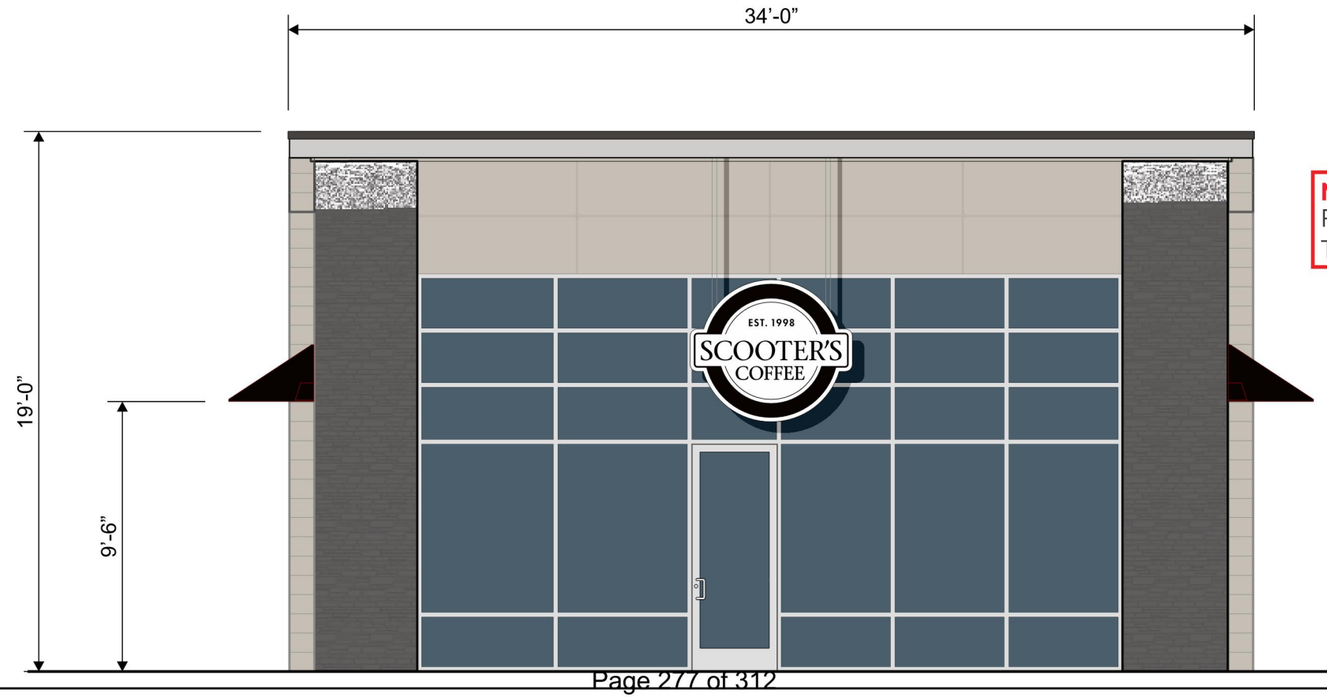
SCOOTER'S® COFFEE DRIVE-THRU

SPECIFICATIONS

ILLUMINATED CHANNEL LOGO

FABRICATED FROM .050 BLACK PRE-FINISHED ALUMINUM RETURNS ATTACHED TO .063 ALUMINUM BACKS. FACE IS TO BE 3/16" WHITE PLEXIGLAS WITH 3M VINYL GRAPHICS APPLIED TO THE FIRST SURFACE (AS NOTED). INTERNAL ILLUMINATION WITH WHITE LED's. LOGO IS TO BE MOUNTED TO FASCIA IN CUSTOMER SPECIFIED LOCATION USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE).

3M Series 230
TRANSLUCENT FILM
- LT. TOMATO RED 230-43
- BLACK 230-22



NOTE:
FIELD SURVEY REQUIRED PRIOR TO FABRICATION OF SIGN

WEST ELEVATION
SCALE: 3/16" = 1'-0"

DRAWING # :
PROJECT ID:

SALES PERSON: Andye Nelson

DRAWN BY: Sean Cornett

DATE: | INSPECTED BY:

Revised:

EST. 1998 SCOOTER'S COFFEE
SCOOTER'S

133rd & California St.
Omaha, NE 68154

Omaha Neon Sign Co., Inc.
1120 N 18th Street • Omaha 68102
402.341.6077 • 402.341.7654 *fax*

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Signed_____ Date_____

Sales Rep._____ Date_____

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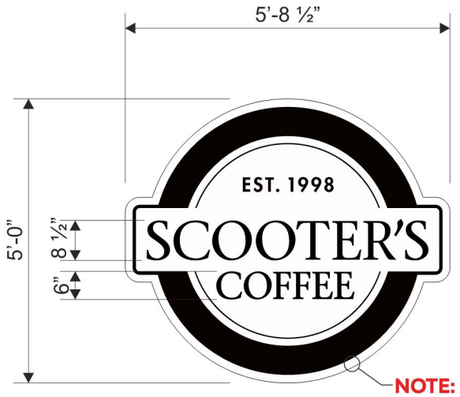
UL LISTED

ILLUMINATED CHANNEL LOGO
SCALE: 3/8" = 1'-0"



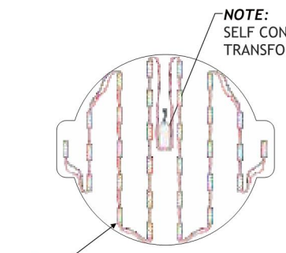


NOTE:
6' WHIP TO EXIT TOP CENTER, REAR OF CHANNEL LOGO (ON ROOF TOP).

NOTE:
ALUM. RETAINERS. FACE OF RETAINERS ARE TO BE PAINTED WHITE AND RETURNS ARE TO BE PAINTED BLACK.

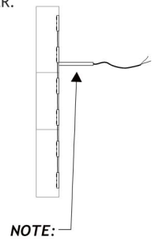
28.6 Sq. Ft.

3M Series 230
TRANSLUCENT FILM
- LT. TOMATO RED 230-43
- BLACK 230-22



NOTE:
SELF CONTAINED TRANSFORMER.

NOTE:
LED MODULES ARE RIVETED TO ALUMINUM BACK AND SEALED WITH SILICONE. NUMBER OF LED MODULES WILL VARY DEPENDING ON LOGO SIZE.



NOTE:
POWER TO EXIT REAR OF CHANNEL LOGO DISPLAY.

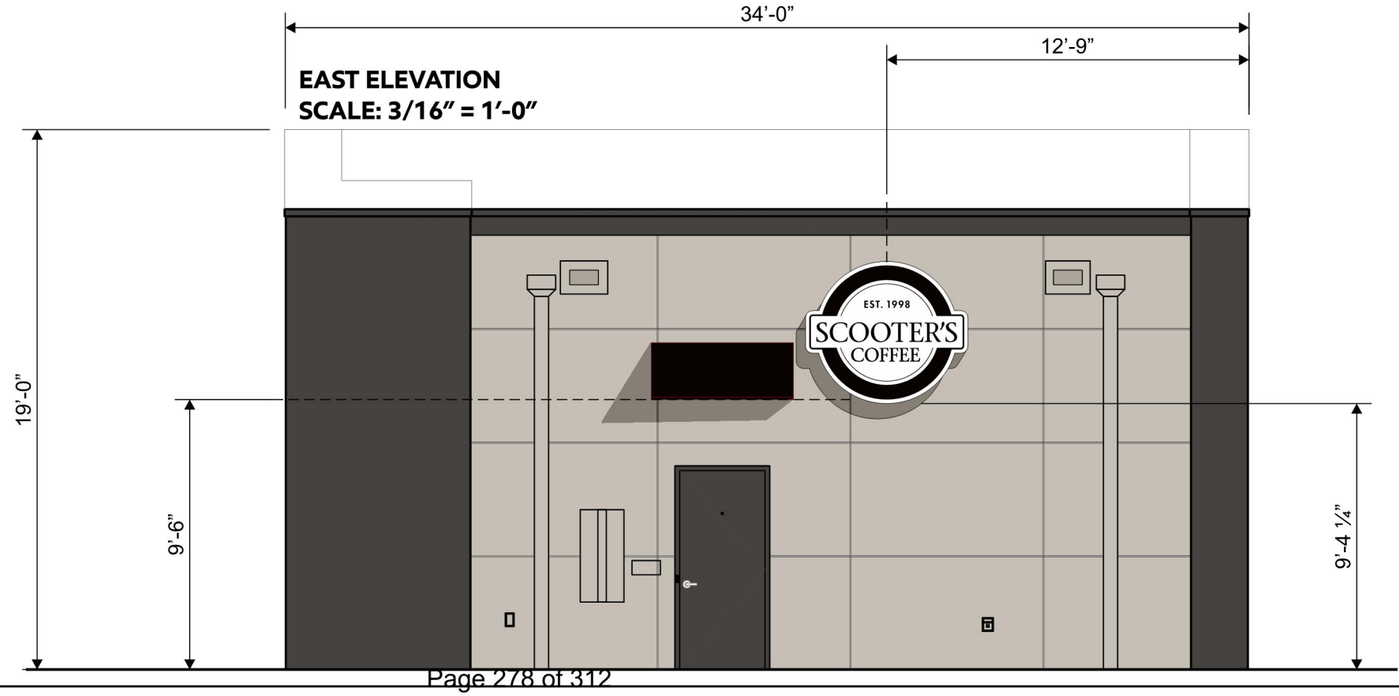
SCOOTER'S® COFFEE DRIVE-THRU

SPECIFICATIONS

ILLUMINATED CHANNEL LOGO

FABRICATED FROM .050 BLACK PRE-FINISHED ALUMINUM RETURNS ATTACHED TO .063 ALUMINUM BACKS. FACE IS TO BE 3/16" WHITE PLEXIGLAS WITH 3M VINYL GRAPHICS APPLIED TO THE FIRST SURFACE (AS NOTED). INTERNAL ILLUMINATION WITH WHITE LED's. LOGO IS TO BE MOUNTED TO FASCIA IN CUSTOMER SPECIFIED LOCATION USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE).

EAST ELEVATION
SCALE: 3/16" = 1'-0"



DRAWING # :
PROJECT ID:

SALES PERSON: Andye Nelson

DRAWN BY: Sean Cornett

DATE: | INSPECTED BY:

Revised:

SCOOTER'S

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Sales Rep._____ Date_____

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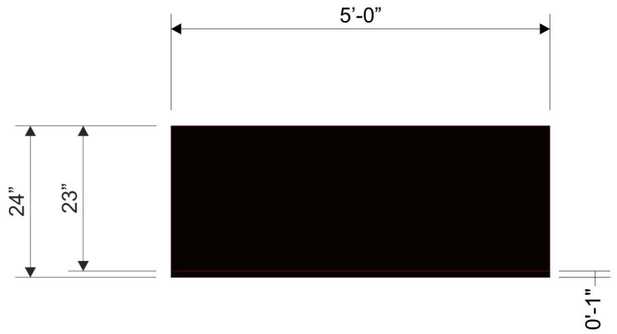
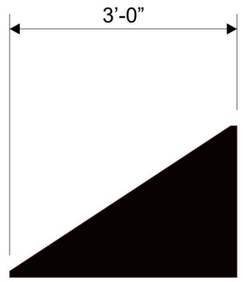
UL LISTED

NON-ILLUMINATED AWNING DISPLAY:
SCALE: ½" = 1'-0"



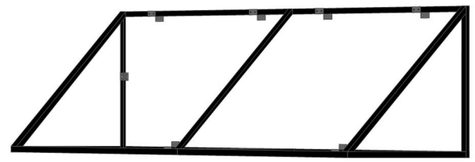


SCOOTER'S® COFFEE DRIVE-THRU

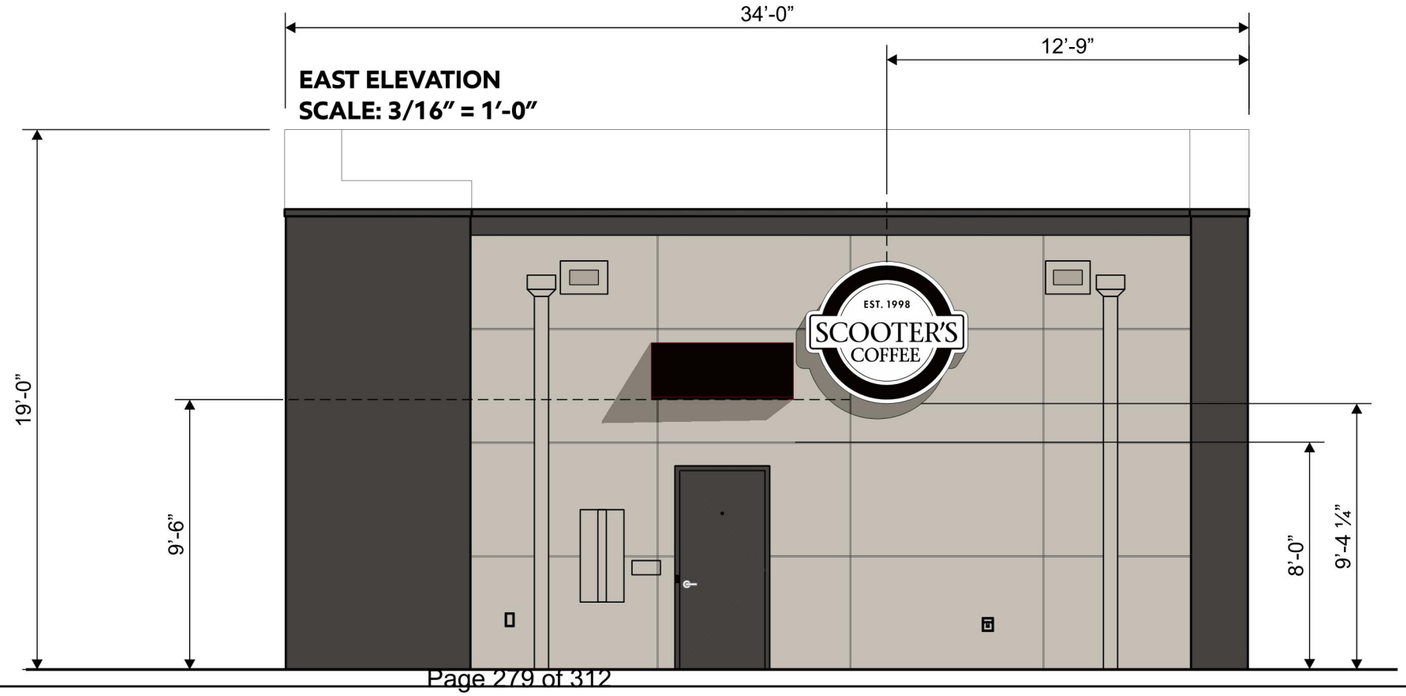
FRAME:	1"x 1" ALUM. Sq. TUBE FRAME (Painted Black)
SKIN:	LOGO RED SUNBRELLA MATERIAL #6066-0000
GRAPHICS:	(AS NOTED).

INSTALLATION:

PANEL IS TO BE MOUNTED TO FASCIA USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE).
14GA. Z-CLIPS - #12 SELF TAPPING TEKS - 3/16" 0 x 1 1/2" TAP CONS TO EXISTING FASCIA.



EAST ELEVATION
SCALE: 3/16" = 1'-0"



DRAWING # :

PROJECT ID:

SALES PERSON: Andye Nelson

DRAWN BY: Sean Cornett

DATE: | INSPECTED BY:

EST. 1998 SCOOTER'S COFFEE

SCOOTER'S

Omaha Neon Sign Co., Inc.

1120 N 18th Street • Omaha 68102
402.341.6077 • 402.341.7654 *fax*

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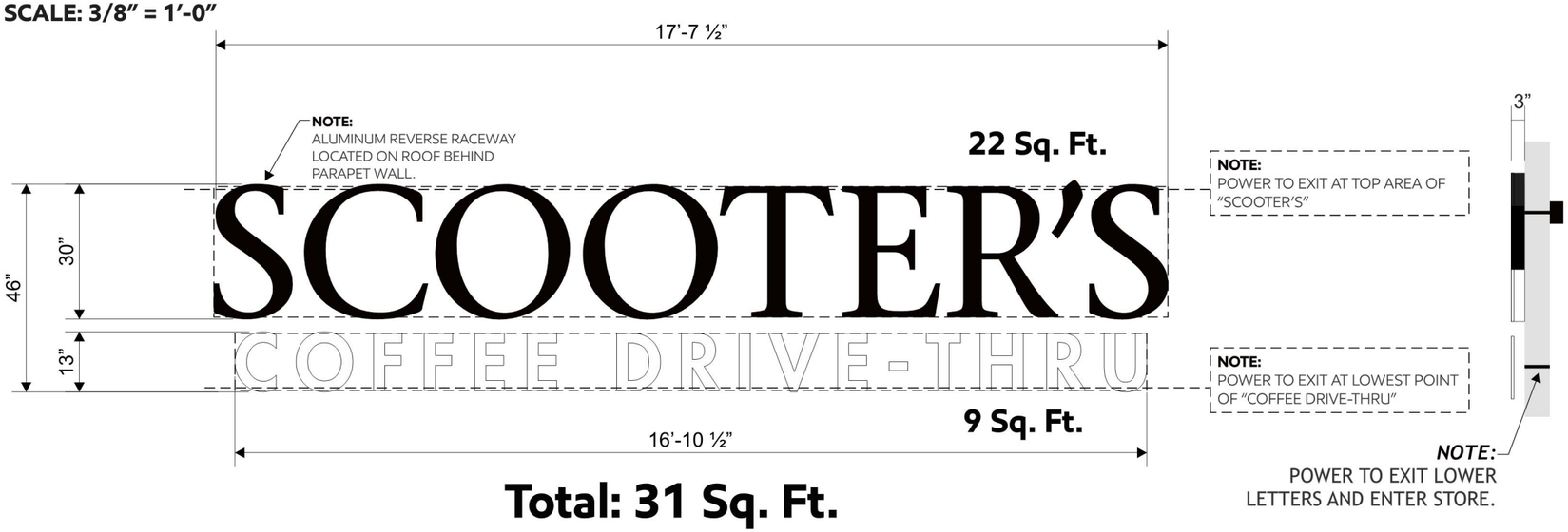
Signed_____ Date_____

Sales Rep._____ Date_____

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

UL LISTED

FLUSH MOUNTED CHANNEL LETTERS
SCALE: 3/8" = 1'-0"

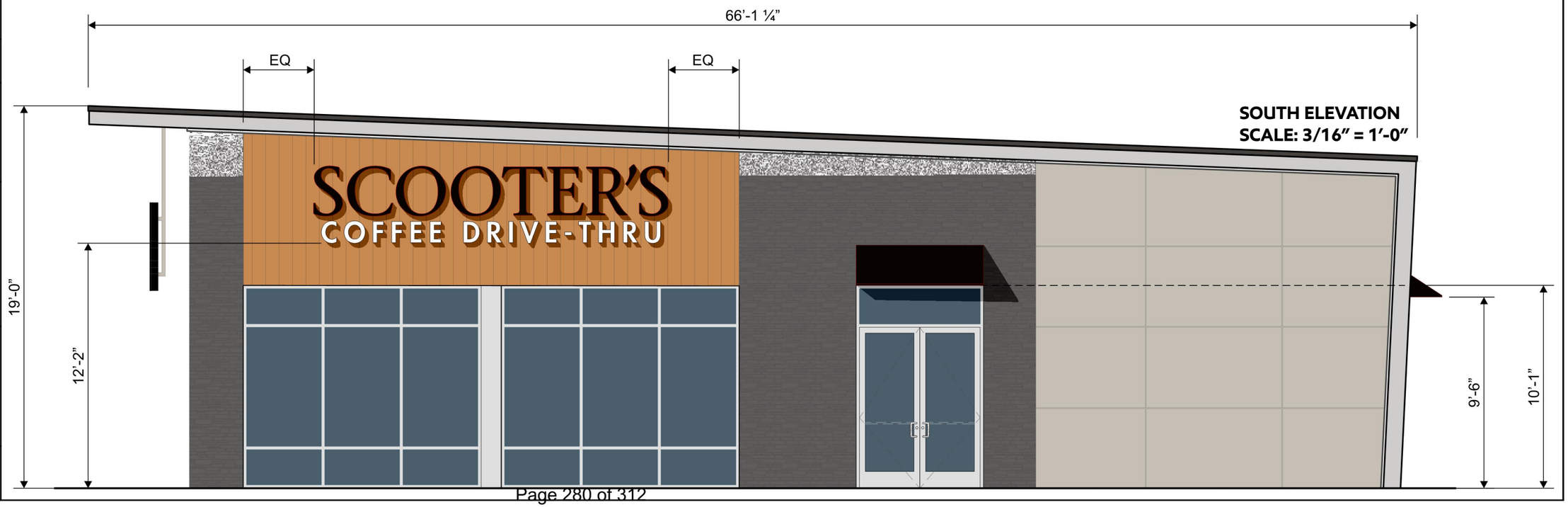


Total: 31 Sq. Ft.



SCOOTER'S COFFEE DRIVE-THRU
Channel Letter Specifications

SCOOTER'S	
RETURNS:	3 Inch Deep .040 Blk. Pre-Finished Aluminum
BACKS:	.063 White Pre-Finished Aluminum
FACES:	.1875 White Acrylic
VINYL:	230-43 Tomato Red - Translucent
TRIM-CAP:	1 Inch Black
ILLUMINATION:	Red Hanley LED's
COFFEE DRIVE-THRU	
RETURNS:	3 Inch Deep .040 Blk. Pre-Finished Aluminum
BACKS:	.063 White Pre-Finished Aluminum
FACES:	.1875 White Acrylic
TRIM-CAP:	1 Inch Black
ILLUMINATION:	White Hanley LED's



SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

DRAWING # :

PROJECT ID:

~~SALES PERSON: Andye Nelson~~
DRAWN BY: Sean Cornett

DATE:

INSPECTED BY:

Revised:

SCOOTER'S

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Signed_____ Date_____

Sales Rep._____ Date_____

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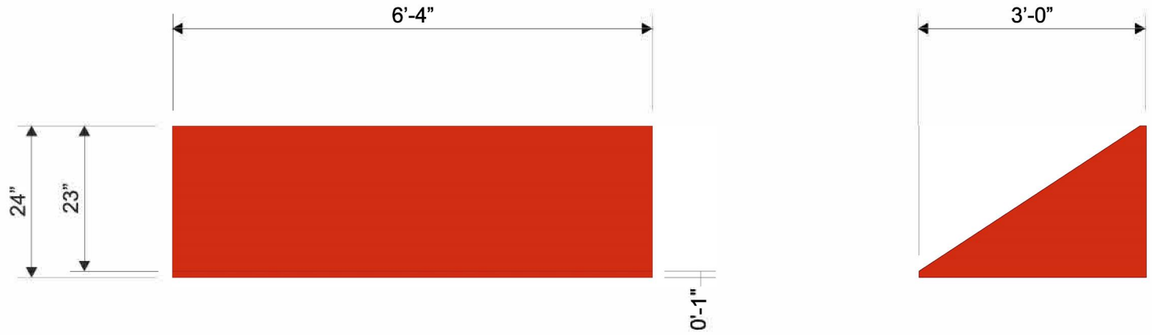
UL LISTED

NON-ILLUMINATED AWNING DISPLAY:
SCALE: ½" = 1'-0"



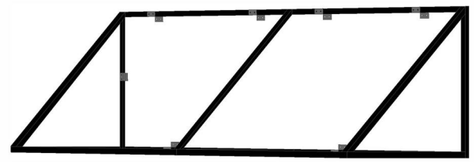
SCOOTER'S®
COFFEE DRIVE-THRU

AWNING DISPLAY(S)

FRAME:	1"x 1" ALUM. Sq. TUBE FRAME (Painted Black)
SKIN:	LOGO RED SUNBRELLA MATERIAL #6066-0000
GRAPHICS:	(AS NOTED).

INSTALLATION:

PANEL IS TO BE MOUNTED TO FASCIA USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE).
14GA. Z-CLIPS - #12 SELF TAPPING TEKS - 3/16" 0 x 1 1/2" TAP CONS TO EXISTING FASCIA.





SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

DRAWING # :

PROJECT ID:

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DRAWN BY: Sean Cornett

DATE: | INSPECTED BY:

Revised:

EST. 1998 SCOOTER'S COFFEE

SCOOTER'S

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Signed_____ Date_____

Sales Rep._____ Date_____

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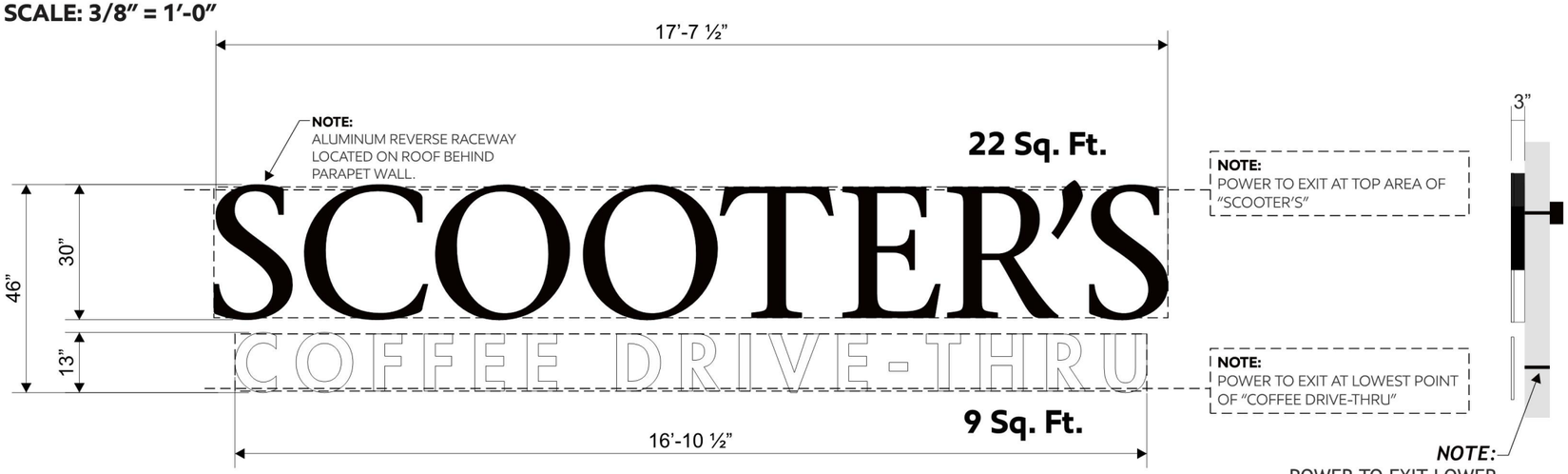
UL LISTED

FLUSH MOUNTED CHANNEL LETTERS
SCALE: 3/8" = 1'-0"



Total: 31 Sq. Ft.



SCOOTER'S COFFEE DRIVE-THRU
Channel Letter Specifications

SCOOTER'S	
RETURNS:	3 Inch Deep .040 Blk. Pre-Finished Aluminum
BACKS:	.063 White Pre-Finished Aluminum
FACES:	.1875 White Acrylic
VINYL:	230-43 Tomato Red - Translucent
TRIM-CAP:	1 Inch Black
ILLUMINATION:	Red Hanley LED's
COFFEE DRIVE-THRU	
RETURNS:	3 Inch Deep .040 Blk. Pre-Finished Aluminum
BACKS:	.063 White Pre-Finished Aluminum
FACES:	.1875 White Acrylic
TRIM-CAP:	1 Inch Black
ILLUMINATION:	White Hanley LED's

NORTH ELEVATION
SCALE: 3/16" = 1'-0"



DRAWING # :
PROJECT ID:

SALES PERSON: Andye Nelson

DRAWN BY: Sean Cornett

DATE: | INSPECTED BY:

Revised:

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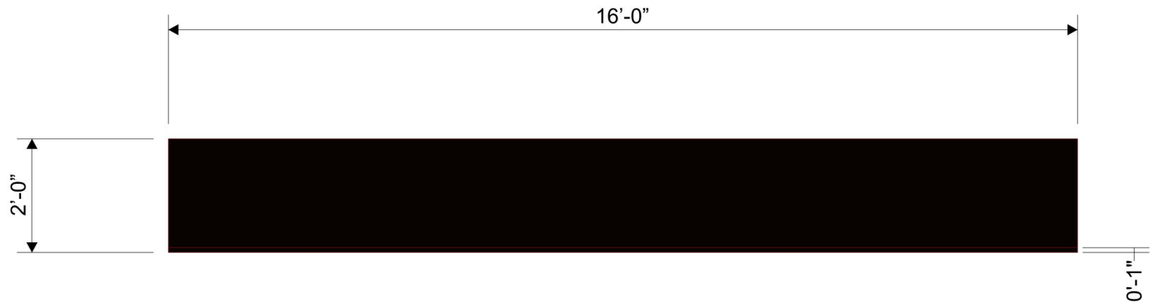
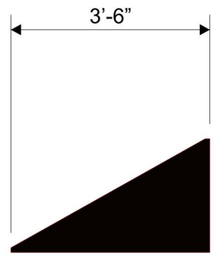
UL LISTED

NON-ILLUMINATED AWNING DISPLAY:
SCALE: 3/8" = 1'-0"





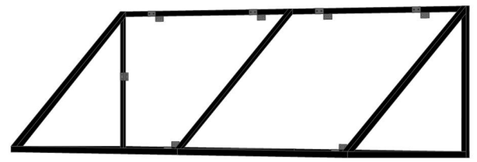
SCOOTER'S®
COFFEE DRIVE-THRU

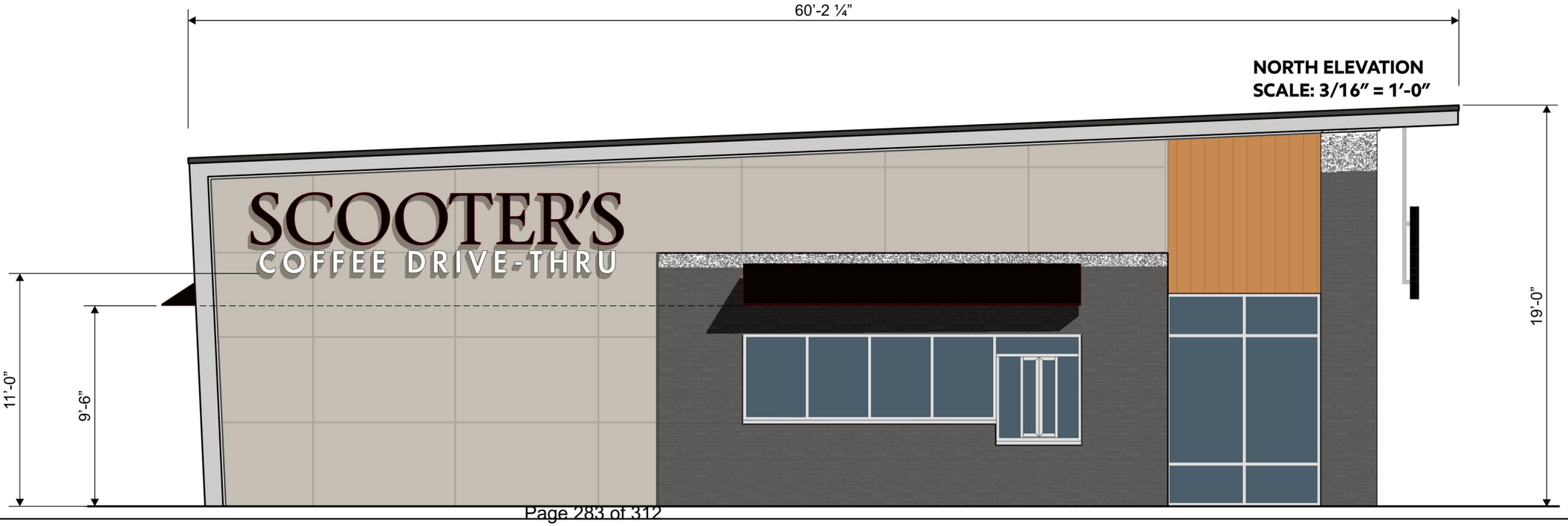
FRAME:	1"x 1" ALUM. Sq. TUBE FRAME (Painted Black)
SKIN:	LOGO RED SUNBRELLA MATERIAL #6066-0000
GRAPHICS:	(AS NOTED).

INSTALLATION:

PANEL IS TO BE MOUNTED TO FASCIA USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE).

14GA. Z-CLIPS - #12 SELF TAPPING TEKS - 3/16" 0 x 1 1/2" TAP CONS TO EXISTING FASCIA.





NORTH ELEVATION
SCALE: 3/16" = 1'-0"

DRAWING # :
PROJECT ID:

SALES PERSON: Andye Nelson

DRAWN BY: Sean Cornett

DATE: | INSPECTED BY:

Revised:

EST. 1998 SCOOTER'S COFFEE
SCOOTER'S

Omaha Neon Sign Co., Inc.
1120 N 18th Street • Omaha 68102
402.341.6077 • 402.341.7654 *fax*

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Notes:

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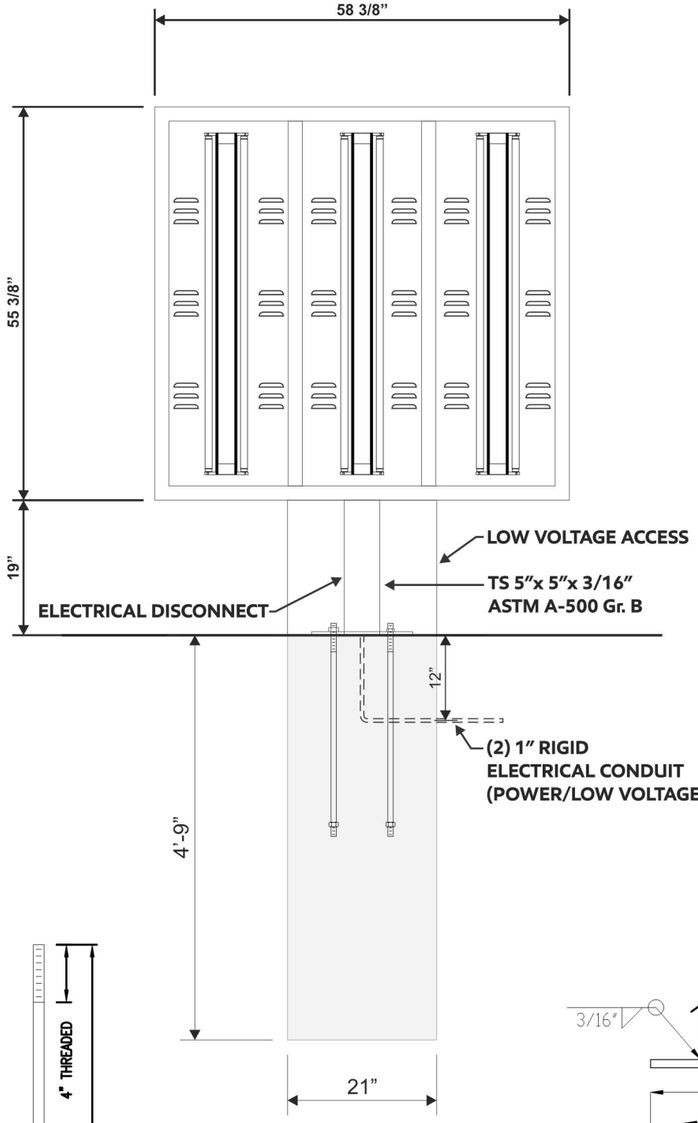
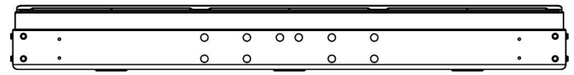
Signed_____ Date_____

Sales Rep._____ Date_____

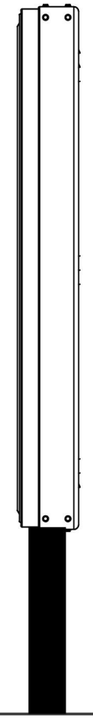
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

UL LISTED



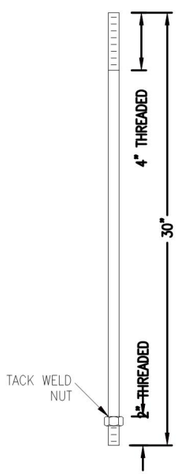




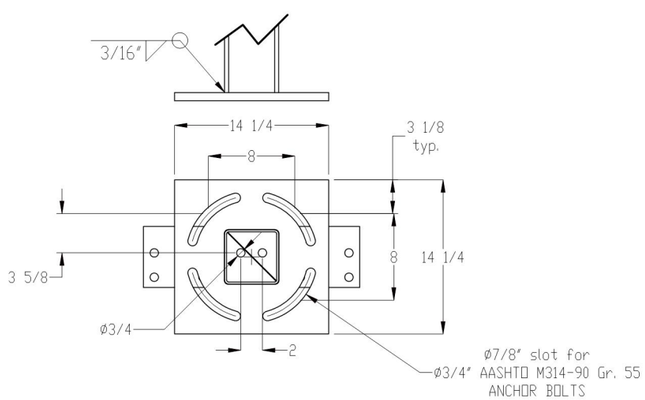


22 Total Sq. Ft.

21”



ANCHOR BOLT DETAIL
ø3/4” AASHTO M314-90 Gr. 2 STEEL
CAN USE EITHER STYLE ANCHOR BOLT



BASE PLATE DETAIL
3/4” ASTM A-36 STEEL

WORLD-CLASS COFFEE SCOOTER'S EST. 1998 SCOOTED IN QUALITY

Scooters Coffee
Project U19
Ref#GK-18-536r3 • Aug. 21, 2018

ILLUMINATED DRIVE-THRU SYSTEM:

- LED LIGHTING
- MOUNTED TO EXISTING PIPE AND FOOTING AS SHOWN
- GRAPHICS ARE CHANGEABLE

DRAWING # :
PROJECT ID:

SALES PERSON: Andye Nelson

DRAWN BY: Sean Cornett

DATE: *INSPECTED BY:*

Revised:

EST. 1998 SCOOTER'S COFFEE
SCOOTER'S

Omaha Neon Sign Co., Inc.

1120 N 18th Street • Omaha 68102
402.341.6077 • 402.341.7654 *fax*

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Signed_____ Date_____

Sales Rep._____ Date_____

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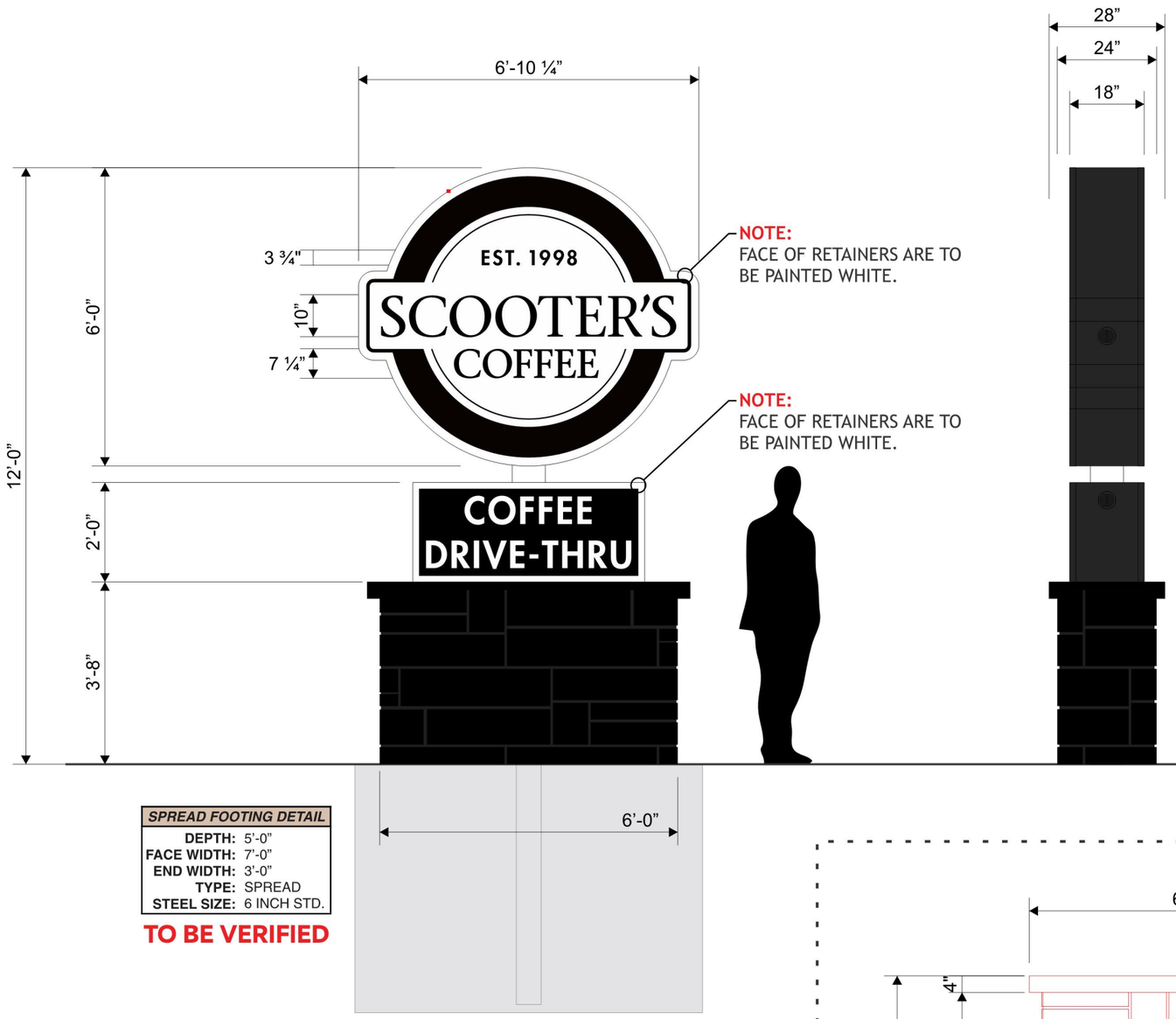
UL LISTED

D/F MONUMENT SIGN DISPLAY:
SCALE: 3/8" = 1'-0"



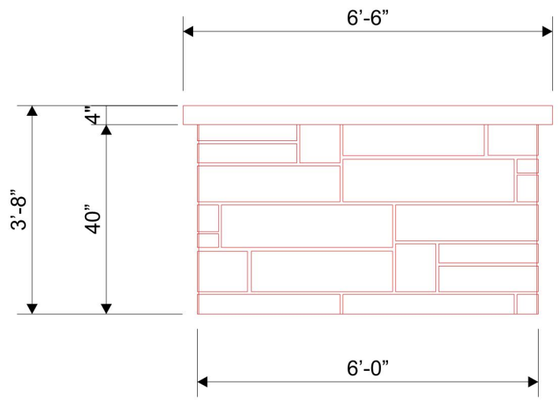
NOTE:
FACE OF RETAINERS ARE TO BE PAINTED WHITE.

NOTE:
FACE OF RETAINERS ARE TO BE PAINTED WHITE.

SPREAD FOOTING DETAIL

DEPTH:	5'-0"
FACE WIDTH:	7'-0"
END WIDTH:	3'-0"
TYPE:	SPREAD
STEEL SIZE:	6 INCH STD.

TO BE VERIFIED



BASE DETAIL: FACE

BASE DETAIL: END

SCOOTER'S® COFFEE DRIVE-THRU

SPECIFICATIONS

D/F SIGN CABINET(S)

FABRICATED FROM .050 ALUMINUM OVER AN INTERNAL ANGLE FRAME WITH WHITE PRE-FINISHED ALUMINUM SKIN. RETAINERS ARE TO BE WHITE PRE-FINISHED ALUMINUM. FACES ARE TO BE WHITE LEXAN WITH 3M VINYL GRAPHICS APPLIED TO THE FIRST SURFACE (AS NOTED). INTERNAL ILLUMINATION WITH ONE (1) ROW OF SYLVANIA OSRAM D/S LED LIGHTING. CABINET IS TO BE MOUNTED TO SINGLE POLE STRUCTURE (AS NOTED).

3M Series 230
TRANSLUCENT FILM

- LT. TOMATO RED 230-43
- BLACK 230-22

DRAWING # :
PROJECT ID:

SALES PERSON: Andye Nelson

DRAWN BY: Sean Cornett

DATE: | *INSPECTED BY:*

Revised:

SCOOTER'S

Omaha Neon Sign Co., Inc.

1120 N 18th Street • Omaha 68102
402.341.6077 • 402.341.7654 *fax*

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Signed_____ Date_____

Sales Rep._____ Date_____

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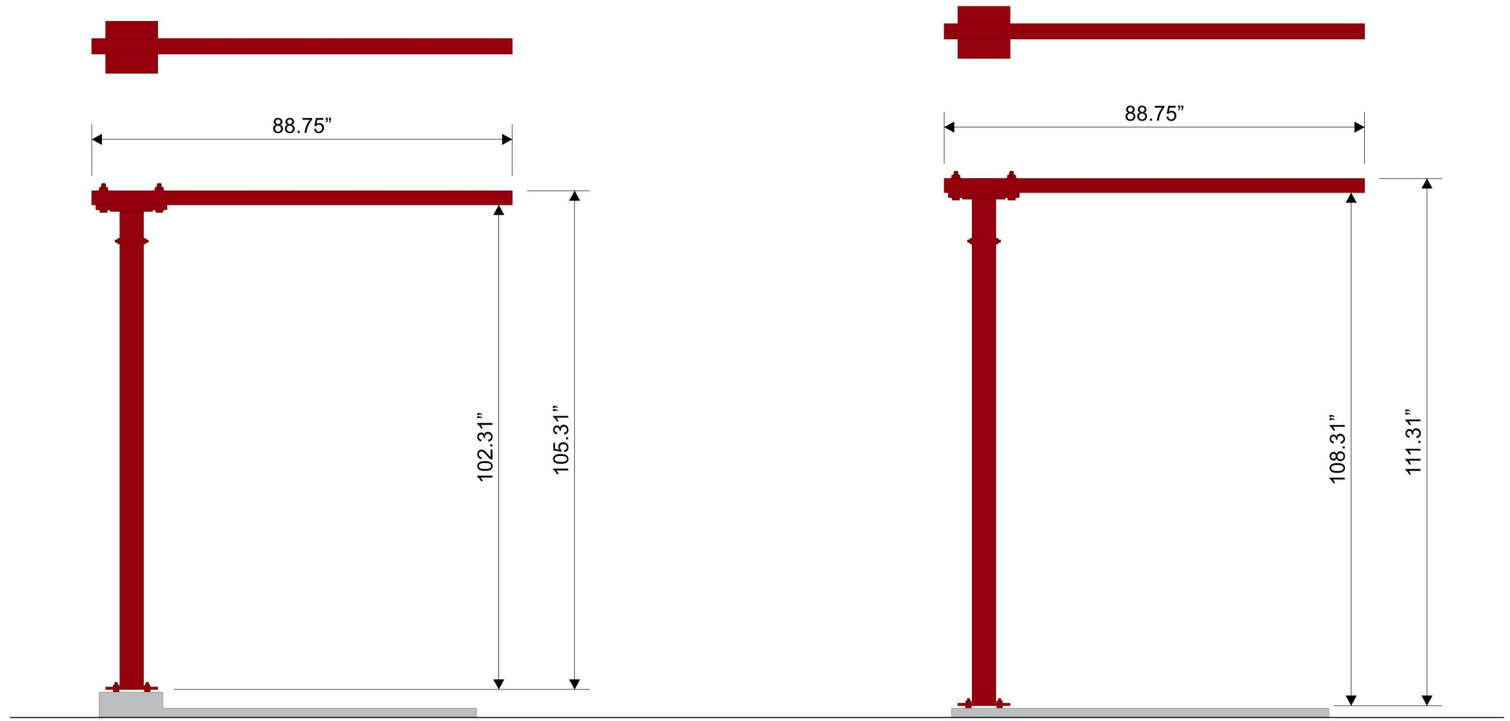
UL LISTED

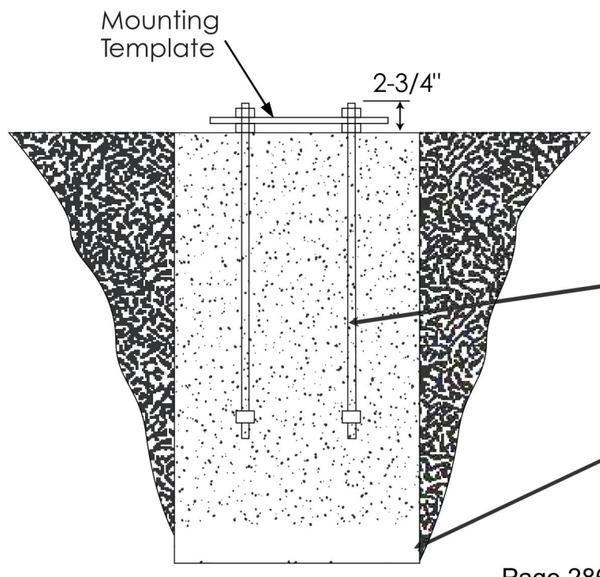
DRIVE-THRU CLEARANCE BAR
SCALE: 3/8" = 1'-0"



CURB LEVEL

STREET LEVEL

***CLEARANCE BAR**

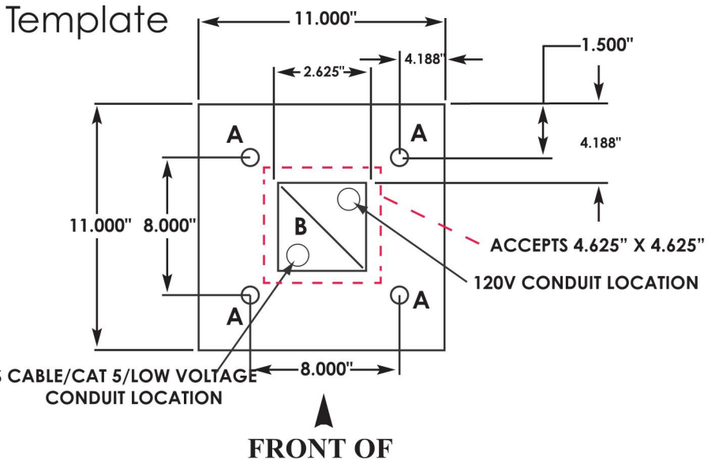


RED

3/4" dia. X 30" M314-90 Grade 55 anchor bolts and leveling nuts

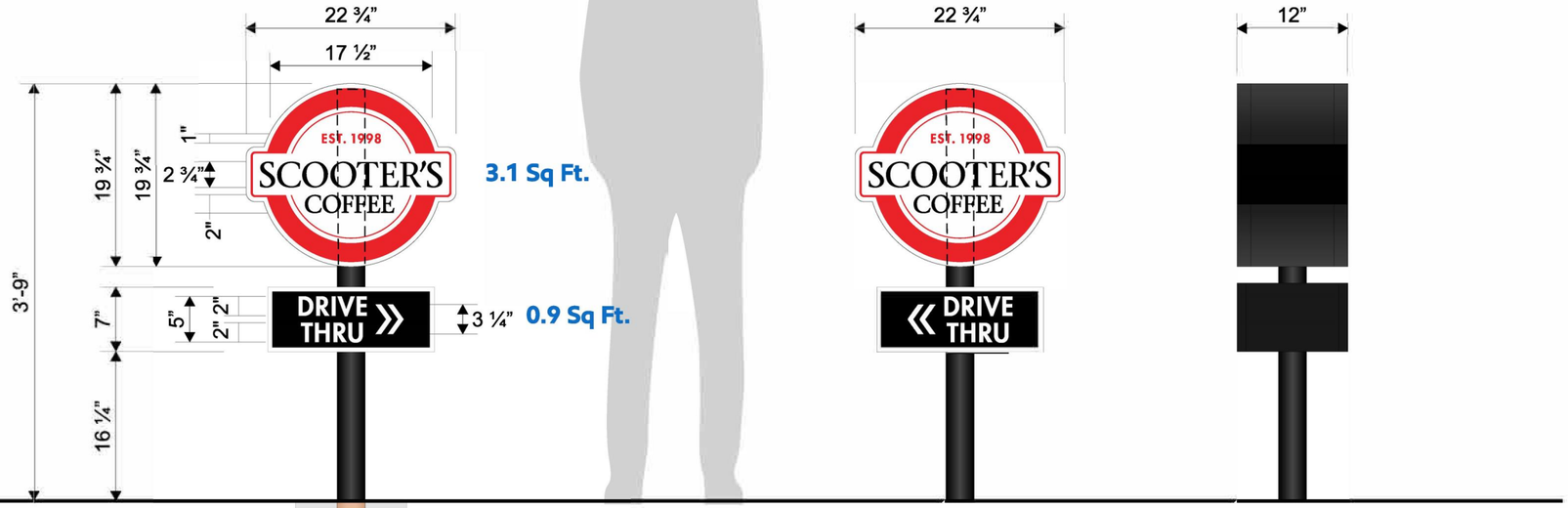
Concrete cassion must conform to local codes recommended.(2' diameter) 3'6" DEEP

Mounting Template



SIGN X

ILLUMINATED D/F DIRECTIONAL SIGN DISPLAY
SCALE: ¾" = 1'-0"



4.0 Total Sq Ft.

FOOTING DETAIL	
DEPTH:	42 Inches
WIDTH:	12 Inches
TYPE:	AUGURED.
STEEL SIZE:	3 Inch Std.

NOTE: TO BE VERIFIED.

SCOOTER'S COFFEE DRIVE-THRU

Directional Sign Display

INTERIOR FRAME:	1 Inch Angle Iron
CABINET COLOR:	.063 Aluminum Painted Black.
TRIM-CAP:	1 Inch Black.
FACE MATERIAL:	3/16" White Plexiglas
GRAPHICS:	Applied Vinyl Graphics (as noted).
ILLUMINATION:	White Hanley LED's

CABINET IS TO BE MOUNTED IN CUSTOMER SPECIFIED LOCATION USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE).

3M Series 230
TRANSLUCENT FILM
- LT. TOMATO RED 230-43
- BLACK 230-22

Omaha Neon Sign Company

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402.341.6077 • 402.341.7654 *fax*

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DRAWING # : 125375
PROJECT ID: #####
SALES PERSON: Andye Nelson
DRAWN BY: Sean Cornett

SCOOTER'S COFFEE DRIVE-THRU

Address
City, State ZIP

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Signed_____ Date_____
Sales Rep._____ Date_____

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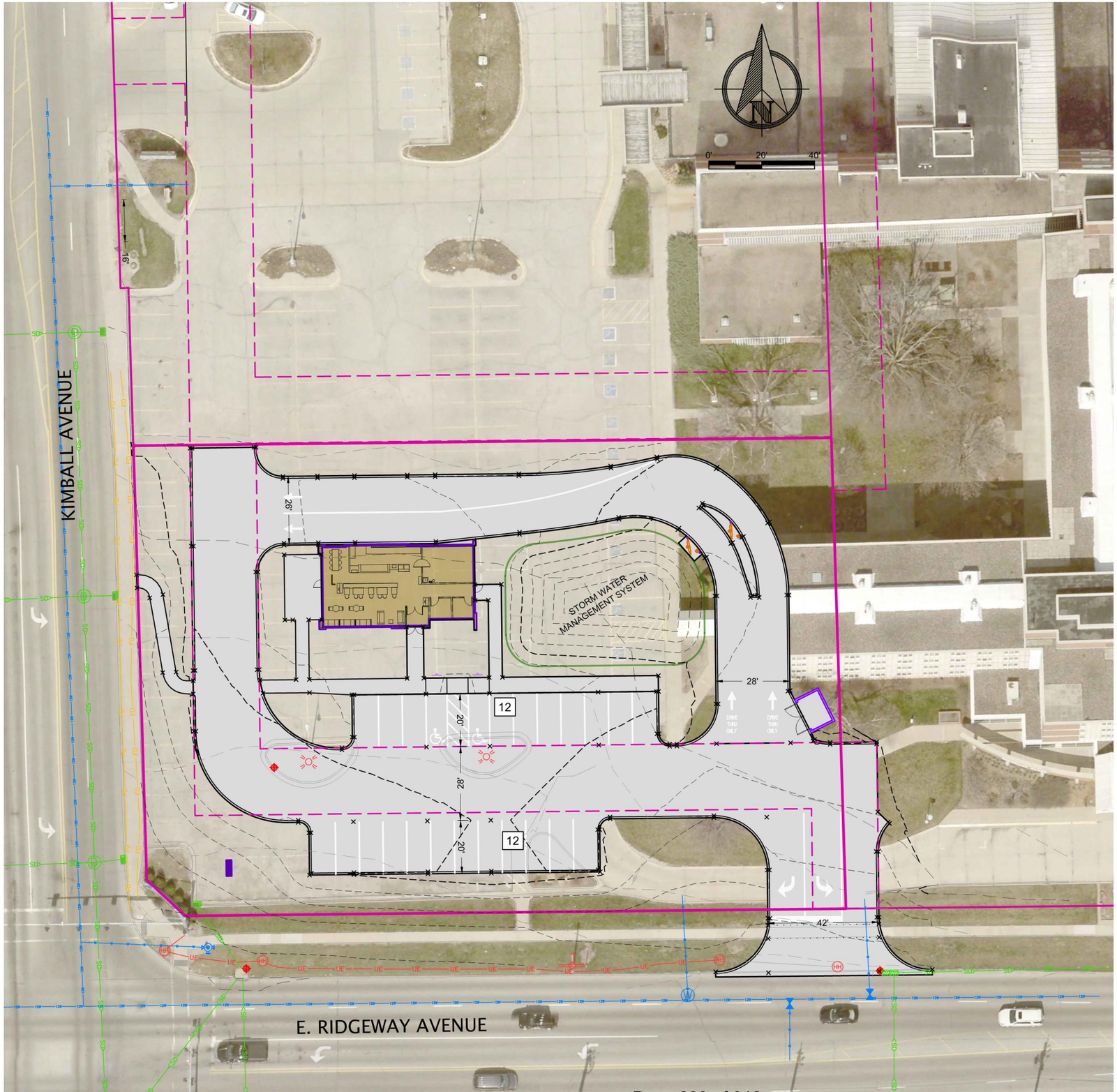

SITE ADDRESS
KIMBALL AVE WATERLOO

PARCEL ID:
891335353024 (SUBJECT TO DIVISION OF PARCEL)

OWNER/DEVELOPER
B3 BREW LLC
1811 NORTH SHORE DRIVE
CLEAR LAKE, IA, 50428

ZONING
S-1

LOT SIZE
46700 S.F. / 1.08 Acers

SETBACK REQUIREMENTS
FRONT: 20'
REAR: 35'
SIDE: 10'

LOT COVERAGE PROPOSED
BUILDING FOOTPRINT: 1,480 S.F. (3%)
TOTAL PAVEMENT & SIDEWALKS: 24,179 S.F. (52%)
TOTAL VEGETATED SURFACE: 21,288 S.F. (45%)

PARKING
1. REQUIRED PER SEC. 10-25-2, D, 27 Restaurants, b,
i. With a drive-up window—one (1) parking space for every two and one half (2.5) seats with a minimum of at least ten (10) spaces.
CALCULATIONS:
Seating Inside 34 / Seating Outside 8 (42) / 2.5 = 16.8(17)
REQUIRED PARKING = 17
PROVIDED PARKING = 24

FLOOD PLAIN
N/A

STORM WATER MANAGEMENT
ON SITE PROPOSED

Robinson Engineering Company
Consulting Engineers
819 Second Street NE
Independence, Iowa 50644
319.334.7211

SITE DEVELOPMENT PLAN

SCOOTER'S COFFEE HOUSE ON RIDGEWAY
PN: 22004
B3 BREW LLC
1811 NORTH SHORE DRIVE
CLEAR LAKE, IA, 50428

C0.2
03/08/2022
PRELIM

CITY OF WATERLOO

Council Communication

Resolution approving a Designated Fund Agreement with the Waterloo Community Foundation in conjunction with the Transforming Gates and Byrnes Parks Project, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 3/21/2022
Prepared: 3/8/2022

ATTACHMENTS:

Description	Type
Designated Fund Agreement Gates-Byrnes	Cover Memo
Fee Schedule WCF	Cover Memo

SUBJECT:	Resolution approving a Designated Fund Agreement with the Waterloo Community Foundation in conjunction with the Transforming Gates and Byrnes Parks Project, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Paul Huting, Leisure Services Director
Recommended Action:	Recommend approval of Designated Fund Agreement.
Summary Statement:	This is an agreement (attached) with the Waterloo Community Foundation to create a designated fund to assist in the grass roots fundraising initiative for a project to construct a new aquatic center at Byrnes Park and to make major renovations to Gates Park - including a new inclusion park, spray park, outdoor basketball courts, amphitheater, sculpture garden, etc. Initial deposits will be made in the amounts of $10,000 from VGM Employees Fund and $15,000 from the Waterloo RAGBRAI Committee.
Neighborhood Impact:	This fund will help move a major park improvement project forward with many positive impacts on the neighborhoods surrounding Gates and Byrnes parks.
Expenditure Required/Source of Funds:	Attached is a fee schedule. Fees will be deducted from funds raised and will not require expenditure of public funds.

Transforming Gates and Byrnes Parks Designated Fund Agreement

This is an agreement between **City of Waterloo** ["Donor(s)"] and the Waterloo Community Foundation ("Foundation") to establish a Designated Fund to be known as the **Transforming Gates and Byrnes Parks Fund** ("Fund"). This Agreement takes effect on March 1, 2022 and is subject to the following terms and conditions.

I. Contribution

I/we hereby irrevocably give the assets described in the attached Schedule to the Foundation, a charitable organization described in sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code. The Donor(s) understand that this is an irrevocable gift, which will be used to establish and maintain a charitable fund of the Foundation, subject to the Foundation's governing documents and bylaws. The Foundation may also receive additional contributions to add to this Fund. The Foundation has legal and fiduciary control over all contributions.

II. Purpose

Consistent with the charitable purposes of the Foundation, distributions from this Fund will be used only to provide support for **the renovation of both the Gates and Byrnes Parks in Waterloo, Iowa.** (Designee).

III. Distributions

☒ **[Alternative 1 – use if fund is not intended to be endowed]**. Distributions from the Fund may be made in any amount not to exceed the balance of the Fund.

☐ **[Alternative 2 – use for endowed funds].** Donor intends this Fund to be an endowment. Distributions from the fund shall be limited to the fund's distributable amount determined in accordance with the Foundation's spending policy.

☐ **[Alternative 3 – use for quasi-endowment].** In transferring its property to the Fund, Donor intends to create a permanent endowment. However, distribution in excess of the amount dictated by the application of the Foundation's spending policy may be made to Designee in any year as determined by the Board of the Foundation provided one of the following conditions is

met: (1) the distribution is for the purposes of enabling Designee to acquire or renovate a capital asset; (2) Designee is faced with unexpected financial needs that are not likely to recur, and the distribution will enable Designee to meet those needs.

IV. Variance Power

This Fund is a component fund of the Foundation and its assets are assets of the Foundation. The Fund is subject to the Foundation's governing instruments including the Foundation's power (1) To modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified charitable purposes or to specified organizations if in the sole judgment of the governing body (without the necessity of the approval of any participating trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served.

V. Fees

The Foundation will assess administrative and investment management fees against the Donor Advised Fund in accordance with the Foundation's published fee schedule, as amended from time to time. The Foundation may also assess the fund to cover any unusual expenses incurred in connection with the contributed assets, including the cost of disposing of them, and in the administration of the Fund.

VI. Investments

The assets of the Fund will be invested according to the Foundation's investment policy, as it may be amended from time to time by the Foundation's Investment Committee with the approval of the Board.

VII. Administration

The Fund will be administered in accordance with the normal and customary policies of the Foundation and such policies are available upon request.

VIII. Dissolution of Foundation

In the event that the Foundation shall cease to exist or propose to merge with another similar organization then the acting Advisors or Successor Advisors shall either consent to the action of

the Foundation in writing or to cause the balance of the Fund to be transferred to another organization meeting the same requirements as may be imposed by the Internal Revenue Service for such Foundations.

IX. Anonymity/Publicity

To recognize and honor our donors, the Foundation's policy is to include our donors' names in publicity about the Foundation unless they wish to remain anonymous. Please check the box below that best describes your wish regarding publicity:

☒ I have no objection to the inclusion of my name in Foundation publicity

☐ I do not wish to have my name included in Foundation publicity and I wish to be listed as an anonymous donor

☐ Other _____

By: _____

First Donor Signature Print Name

_____

Second Donor Signature Print Name

ACCEPTED:

WATERLOO COMMUNITY FOUNDATION

By: _____

Signature Print Name

Date: _____

Schedule of Contributed Property

10/22/2021 - $10,000 from VGM; Check #211892
2/18/2022 - $15,000 from Waterloo Visitor's Center and Bureau, Check #29201

Additional Information Regarding Fund

The transformation of Gates and Byrnes Parks is detailed in the Gates Park Master Plan and the City of Waterloo Aquatic Master Plan.

WATERLOO COMMUNITY FOUNDATION
FEE SCHEDULE
Amendment approved on April 5, 2018
Second Amendment approved on February 11, 2021 (related to fee calculations (last paragraph below))

The Waterloo Community Foundation (WCF) exists to serve our community – to accept gifts and donations on behalf of community needs, to fulfill donor desires to serve as community change agents, to serve as careful and prudent stewards of those gifts and donations, and to use these gifts to fulfill philanthropic desires that engage and transform our community.

Administrative fees are collected by WCF to support Foundation services and operations. These services include grant processing, accepting and acknowledging donations, investment portfolio oversight, completing annual audits and adherence to the National Standards for U.S. Community Foundations and membership in the National and Iowa Councils on Foundations. Annual administrative fees are based on the greater of (a) **2**% of the prior year-end fund balance or (b) 3% of grants issued from the fund. Annual calculations that do not reach $200 will be assessed a $200 minimum fee. Investment management fees are not included in administrative fees and are charged directly by WCF's investment manager.

As an incentive to encourage the establishment of a charitable fund, no administrative fee will be charged until a fund balance reaches $10,000 provided there is a minimum $1,000 establishing gift and a commitment to make at least annual contributions of $1,000. The minimum annual fee will be waived until the fund balance reaches $10,000.

WCF reserves the right to charge for extraordinary direct expenses incurred on behalf of a specific fund (such as commissions for the sale of contributed property, legal fees, mailings, etc.)

Fee Calculation -- Our annual fee will be assessed quarterly (.5%) based on the market value of the fund at the time of the assessment. On December 31, we will "look back" to total fees assessed to any one fund and if 3% of the total grants made from the fund produces a greater amount than the sum of quarterly fees (including the .5% for December 31), the difference will be charged as a lump sum on December 31 to that fund.

CITY OF WATERLOO

Council Communication

Resolution approving Private Property Native Planting Regulations.

City Council Meeting: 3/21/2022
Prepared: 2/23/2022

ATTACHMENTS:

	Description	Type
🗋	Regulations Native Planting Areas 3-9-22.docx	Backup Material

SUBJECT:	Resolution approving Private Property Native Planting Regulations.
Submitted by:	Submitted By: Martin Petersen, City Attorney
Recommended Action:	Approve Resolution

Private Property Native Planting Regulations

Any individual, business, or corporation to plant prairie areas upon privately owned property shall adhere to the regulations listed below concerning native planting areas. These regulations are intended for private property and do not apply to, or grant approval for, native planting areas in the Right of Way pursuant to Title 7 Chapter 5, Article C of the city code.

1) **Location/Separation**
   a) Native planting areas shall be placed in such a manner as to prevent interference with, or obstruction to any improvements, or utilities such as streets, sidewalks, fire hydrants, water valves, or manholes.
      - Two (2) feet from a street sign, light or signalpole, hydrant, water valve, or manhole
      - Two (2) feet from sidewalks
      - Two (2) feet from the edge of a residential driveway
      - Five (5) feet from driveways of commercial, industrial or institutional properties
      - Three (3) feet from neighboring properties

2) **Use:** Native planting areas shall consist of grasses and forbs native to Iowa. Oats and Barley are also allowed under these regulations. Property owner will not use the native planting area for any purpose other than non-commercial native plantings.

3) **Maintenance:** It is the duty of the property owner to maintain all native planting areas on their property. The native planting area shall be kept free of weeds (7-5B-1), volunteer trees (7-5B-1), and debris. Burning of native prairie would require a separate approval process through the Fire Department and City Council, and is unlikely to be allowed in residential and urban areas. Below are suggested maintenance actions to maintain native prairie areas.
   a) Mowing
      i) First year- Mow to a height of 6” 3-4 times during the growing season to help control fast growing annual weeds.
      ii) Second year- Mow in mid to late June to a height of 12” to prevent biennial weeds from forming seed
      iii) Third and subsequent years- Mow as low to the ground as possible in the early spring before growth begins and rake cut material from the native planting area every two to three years. This mimics a prescribed fire and promotes native plant growth.
   b) Hand digging and pulling
      i) If the native planting area is small enough and the applicant is skilled at identifying native plant species and weeds, then weeds and volunteer trees can be dug and pulled from within the native planting area. Care should be taken not to damage root systems of native plants.

   Source: Diboll, Neil “Management of Prairie Meadows”

4) **Termination:** Native Planting areas that contain more than 30 percent weeds or other undesirable vegetation, shall be deemed a nuisance, and can be mowed or removed with costs assessed to the property owner, pursuant to Title 7, Chapter 5B of the City Code. The presence of more than 8 volunteer trees per 500 sq ft shall also constitute a per se nuisance pursuant to Title 7, Chapter 5B of the City Code.

Resources:

- See attached suggested seed mix for use in Black Hawk County that has been developed by the Cedar Valley Monarch Zones (CVMZ) project of the Cedar Valley Arboretum is attached. Parties interested in purchasing CVMZ Pollinator Seed Mix can contact: jackie@cedarvalleymonarchzones.org, (319) 226-4966
- UNI Tallgrass Prairie Center list of seed and service providers https://tallgrassprairiecenter.org/sites/default/files/ia_prairie_seed_service_providers_11-21.pdf

CVMZ Pollinator Seed Mix

Common Name	Scientific Name	PLS lbs. per acre
Grasses/Sedges		
Big Bluestem	Andropogon gerardii	0.10
Canada Wild Rye	Elymus canadensis	0.60
Indiangrass	Sorghastrum nutans	0.80
Little Bluestem	Schizachyrium scoparium	1.00
Prairie Dropseed	Sporobolus heterolepsis	0.10
Prairie June Grass	Koeleria macrantha	0.10
Rough Dropseed	Sporobolus asper	0.50
Sideoats Grama	Bouteloua curtipendula	1.50
Copper Shouldered Oval Sedge	C. bicknellii	0.04
Plains Oval Sedge	C. brevior	0.04
Field Oval Sedge	C. molesta	0.04
Totals		**4.82**
Forbs		
Anise Hyssop	Agastache foeniculum	0.05
Black-eyed Susan	Rudbeckia hirta	0.20
Blue Vervain	Verbena hastata	0.06
White wild Indigo	Baptisa alba	0.04
Brown-eyed Susan	Rudbeckia triloba	0.15
Butterfly Milkweed	Asclepias tuberosa	0.20
Canada Milk Vetch	Astragalus canadensis	0.05
Common Evening Primrose	Oenothera biennis	0.03
Common Milkweed	Asclepias syriaca	0.30
Compass Plant	Silphium laciniatum	0.10
Foxglove Beardtongue	Penstemon digitalis	0.02
Golden Alexanders	Zizia aurea	0.15
Great St. John's Wort	Hypericum pyramidatum	0.05
Heath Aster	Symphyotrichum ericoides	0.07
Hoary Vervain	Verbena stricta	0.09
Illinois Bundle Flower	Desmanthus illinoensis	0.15
Ironweed	Vernonia fasciculata	0.03
Great Blue Lobelia	Lobelia siphilitica	0.02
New England Aster	Aster novae-angliae	0.07
Ohio Spiderwort	Tradescantia ohiensis	0.07
Ox-eye (Early) Sunflower	Heliopsis helianthoides	0.15
Pale Purple Coneflower	Echinacea pallida	0.20
Partridge Pea	Chamaecrista fasciculata	0.60
Prairie Blazingstar	Liatris pycnostachya	0.18
Purple Coneflower	Echinacea purpurea	0.20
Purple Prairie Clover	Dalea purpurea	0.15
Rattlesnake Master	Eryngium yuccifolium	0.10
Rosin Weed	Silphium integrifolium	0.15
Round-headed Bush Clover	Lespedeza capitata	0.10
Showy Tick Trefoil	Desmodium canadense	0.25
Sky Blue Aster	Symphyotrichum oolentangiense	0.07
Sneezeweed	Helenium autumnale	0.05
Stiff Goldenrod	Solidago rigida	0.06
Swamp Milkweed	Asclepias incarnata	0.05
Tickseed	Coreposis tinctoria	0.05
Western Yarrow	Achillea millefolium	0.03

CITY OF WATERLOO

Council Communication

An ordinance amending the City of Waterloo Traffic Code by repealing Subsection (193) Jefferson Street of Section 551, Parking Prohibited At All Times On Certain Streets, and enacting in lieu thereof new Subsection (193) Jefferson Street of Section 551, Parking Prohibited At All Times On Certain Streets.

City Council Meeting: 3/21/2022
Prepared: 3/2/2022

ATTACHMENTS:

	Description	Type
	Ordinance	Backup Material

SUBJECT:	Motion to receive, file and consider for the first time an ordinance amending the City of Waterloo Traffic Code that Subsection (193) Jefferson Street of Section 551, Parking Prohibited At All Times on Certain Streets, is repealed in its entirety, that a new Subsection (193) Jefferson Street of Section 551, Parking Prohibited at All Times on Certain Streets, of the City of Waterloo Traffic Code, is hereby enacted in lieu there of as follows: adding the northeast side of the 300 block of Jefferson Street between West 1st Street and West 2nd Street. Motion to suspend the rules. Motion to receive, file, consider and pass for the second and third items and adopt said ordinance.
Submitted by:	Submitted By: Sandie Greco, Traffic Operations Director
Recommended Action:	Adopt Ordinance
Summary Statement:	With the reconstruction of Jefferson St. - driveways for the Sportsplex parking lot have been relocated. For the safety of pedestrians crossing from the parking lot to the Sportsplex it is being recommended that parking is not allowed on the northeast side of Jefferson between W. 1st St. and W. 2nd St.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2020 TRAFFIC CODE BY REPEALING SUBSECTION (193) JEFFERSON STREET OF SECTION 551, PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS; AND ENACTING IN LIEU THEREOF NEW SUBSECTION (193) JEFFERSON STREET OF SECTION 551, PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS; AND

BE IT ORDAINED by the City Council of the City of Waterloo, Iowa:

That Subsection (193) Jefferson Street of Section 551, Parking Prohibited at All Times on Certain Streets, of the 2020 Traffic Code, is hereby repealed in its entirety; that a new Subsection (193) Jefferson Street of Section 551, Parking Prohibited at All Times on Certain Streets, of the 2008 Traffic Code, is hereby enacted in lieu thereof as follows:

(193)	Jefferson St.	Both sides from West Mullan Avenue to W. First Street; northeast side from W. 6th Street to W. 11th Street; portions of the southwest side in the 200 and 600 blocks; the 200 block of the northeast side; a portion of the northeast side in the 700 block; and the northeast side of the 300 block of Jefferson Street between W. 1st Street and West 2nd Street.

PASSED AND ADOPTED by the City Council this _____ day of March, 2022, and approved by the Mayor this _____ day of March, 2022.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

An Ordinance Amending the City of Waterloo Traffic Code by Amending Subsection (59) Jefferson Street, by deleting said Subsection in its entirety, and inserting in lieu thereof to Section 553, No Parking Here To Corner.

City Council Meeting: 3/21/2022
Prepared: 3/2/2022

ATTACHMENTS:

	Description	Type
	Ordinance	Backup Material

SUBJECT:	Motion to receive, file and consider for the first time an ordinance amending the City of Waterloo Traffic Code that Subsection (59) Jefferson Street of Section 553, No Parking Here To Corner of the City of Waterloo Traffic Code, is hereby deleted in its entirety, and inserted in lieu thereof a new subsection as follows: Jefferson Street - 200 block from West 1st Street to west of driveway. Motion to suspend the rules. Motion to receive, file consider and pass for the second and third times and adopt said ordinance.
Submitted by:	Submitted By: Sandie Greco, Traffic Operations Director
Recommended Action:	Adopt Ordinance
Summary Statement:	Due to the reconstruction of Jefferson St. - the street has been marked with paint to not allow parking in this section of Jefferson St. An ordinance is necessary in order for enforcement of the No Parking area of Jefferson St. from the corner of W. 1st Street to the 1st driveway into the parking lot west of the Sportsplex building.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2020 TRAFFIC CODE BY AMENDING SUBSECTION (59) JEFFERSON STREET, BY DELETING SAID SUBSECTION IN ITS ENTIRETY, AND INSERTING IN LIEU THEREOF, TO SECTION 553, NO PARKING HERE TO CORNER, THE FOLLOWING:

BE IT ORDAINED by the City Council of the City of Waterloo, Iowa:

That Subsection (59) Jefferson Street of Section 553, No Parking Here to Corner, of the 2020 Traffic Code, is hereby deleted in its entirety, and inserted in lieu thereof, a new subsection, as follows:

(59) Jefferson St. 200 block from W. 1st Street to west of driveway.

PASSED AND ADOPTED by the City Council this _____ day of March, 2022, and approved by the Mayor this _____ day of March,, 2022.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, Deputy City Clerk

CITY OF WATERLOO

Council Communication

Planning, Programming and Zoning minutes of February 8, 2022.

City Council Meeting: 3/21/2022
Prepared: 3/9/2022

ATTACHMENTS:

	Description	Type
	minutes	Backup Material

SUBJECT: Planning, Programming and Zoning minutes of February 8, 2022.

Submitted by: Submitted By:

MINUTES

CITY OF WATERLOO, IOWA
PLANNING, PROGRAMMING, AND ZONING COMMISSION
REGULAR MEETING - 4:00 P.M. FEBRUARY 8, 2022

The regular meeting of the Waterloo Planning, Programming, and Zoning Commission was called to order by Chairperson Wilber at 4:00 p.m. via zoom and in-person in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: Janelle Ewing.

Members present electronically were: Virginia Wilber, Patrisha Serfling, Steve Trost, Craig Holdiman, Ali Parish, Brandon Schoborg, and Cody Leistikow.

Members absent were: None (1 opening from Human Rights Commission).

Others present were: Noel Anderson – Community Planning and Development Director; Lexi Blank, Seth Hyberger, and John Dornoff – Planning Department; John Chiles – Ward 1 Councilperson, and one citizen.

Others present electronically: Jaime Knutson – City Engineer, Dave Boesen – City Council At Large, Nia Wilder – Ward 3 City Councilperson; and one citizen.

I. Approval of the Agenda

It was moved by Trost, seconded by Serfling to approve the agenda with the removal of item A-1. Motion carried unanimously.

II. Approval of the Minutes from the regular meeting on January 11, 2022.

It was moved by Schoborg seconded by Leistikow to approve the minutes of January 11, 2022. Motion carried unanimously.

III. Financial Report December 2021

Anderson reviewed the financial report.

It was moved by Serfling, seconded by Schoborg to receive and place the financial report on file. Motion carried unanimously.

IV. Oral Presentations

There were no oral presentations.

V. New Business

A. Hearings – Site Plan Amendments

1. Removed from the agenda due to an error in the notice.

2. Request by Top Notch Tile & Construction for a Site Plan Amendment for a new 4,800 square foot Warehouse and Office with future phases of 19,200 square feet for a total of 24,000 square feet in the "M -2, P" Planned Industrial District located northeast of 2510 Leversee Road at the end of Warp Drive.

It was moved by Leistikow and seconded by Holdiman to receive and place on file the statement of verification at 4:03 p.m. Motion carried unanimously, and Wilber declared the hearing open.

Hyberger read the staff report recommending approval of the request with the following condition: that the final site plan meets all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, screening, drainage, etc.

Trost asked if the fire department had approved this being on a dead-end road, to which Anderson answered that this was just the first phase of the road that will eventually connect with Hyper drive, which is currently under construction, and asked Knutson if a temporary turnaround had been put in at the end of the road to which Knutson stated that there is currently a gravel turnaround.

Justin Schmitz, Top-Notch Tile & Construction, stated that he was available to answer questions.

It was moved by Trost, seconded by Serfling to close the public hearing. Motion carried unanimously. The hearing was closed at 4:12 p.m.

It was moved by Trost, seconded by Leistikow to recommend approval of the Site Plan Amendment request with the condition that the final site plan meets all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, screening, drainage, etc. Motion carried unanimously.

B. Other – Historical Nominations

1. Request by JSA Development to nominate 425 Franklin Street as a Locally Designated Landmark.

Dornoff read the staff report recommending approval of the request.

Holdiman asked if he was going to restore the building as it was heavily modified a few years ago or just fix it up, to which Dornoff responded that his historical consultant is on Zoom, but the plan is to rehabilitate the building to its historic appearance.

Alexa McDowell, A.Kay Consulting, went over the historic character of the building and went over the plans to rehabilitate the building to its historic character.

John Chiles, 1474 Audubon Drive, stated he supports this and is glad to see downtown improve and thanked staff for all their work.

It was moved by Leistikow, seconded by Serfling to recommend approval of the historical nomination. Motion carried unanimously.

VI. Discussion

Anderson welcomed Janelle Ewing as the new School Board representative to the Commission.

Anderson also welcomed Lexi Blank as the city's newest Planner I.

Wilber thanked Sue Flynn for her time and effort on the commission.

VII. Adjournment

It was moved by Holdiman, seconded by Serfling, to adjourn the meeting at 4:22 p.m. Motion carried unanimously.

Respectfully submitted,



John Dornoff,
Planner II

CITY OF WATERLOO

Council Communication

Leisure Services Commission Board minutes of January 11, 2022.

City Council Meeting: 3/21/2022
Prepared: 3/9/2022

ATTACHMENTS:

	Description	Type
🗋	01/11/2022 Meeting Minutes	Backup Material

SUBJECT: Leisure Services Commission Board minutes of January 11, 2022.

Submitted by: Submitted By:

MINUTES
WATERLOO LEISURE SERVICES COMMISSION
TUESDAY, January 11, 2022
300 Jefferson Street

The meeting was held in the Multipurpose Room at the SportsPlex. Sharon Samec called the meeting to order at 7:30am.

Present: Sharon Samec, Tom Christensen, Jessica Rucker, Tom Powers, Paul Huting, Tim Moses, Todd Derifield, Chris Dolan, Mark Gallagher and JB Bolger, Amie Rivers, Council Liaison Dave Boesen, Councilperson Nia Wilder, Kevin Fittro of Panther Builders, Noel Anderson Waterloo Planning Zoning, Dwight Diercks, Treasurer for Cedar Valley Trails Partnership, Ben Neil from Edison Neighborhood Association.
Absent: Brenda Durbahn, Bob Bamsey, Travis Nichols

Sharon Samec called for motion to approve of the agenda. Tom Powers made a motion to approve agenda. Second by Tim Moses Ayes: All. Nays: None

Sharon Samec called for motion for approval of the December 14 2021 meeting minutes. Jessica Rucker made a motion to approve minutes, second by Tom Powers Ayes: All Nays: None

Sharon Samec called for approval of the bills. Motion by Tom Christensen to approve the December bills, second by Tim Moses Ayes: All Nays: None

EDISON PARK BOUNDARIES AND SITE PLAN AMENDMENT
Leisure Services and Planning Staff have been meeting with Panther Builders to develop a site plan for a new park and residential development. City Staff met with the Edison Neighborhood Association representatives on January 7th. Kevin Fittro of Panther Builders attended this meeting to explain his proposal and answer questions. Tom Christensen motioned to recommend passing a resolution approving the site for the new 2.2 acre Edison Park and endorsing the Site Plan Amendment as proposed by Panther Builders. Second by Tim Moses. Ayes: All Nays: None

WORK SESSION ON AQUATICS MASTER PLAN/GATES MASTER PLAN
Preliminary work has been done on both the Aquatics Master Plan and the Gates Park Master Plan. Representatives of Ballard*King and Ritland Kuiper will present information and recommendations to the Commission and the City Council at the January 31, 2022 Work Session. Questions will be taken from Council members and Commissioners. Commissioners should plan to attend. The meeting will be at 5:30pm on January 31, 2022 in the City Council Chambers at City Hall.

Dwight Diercks, Cedar Valley Trails Partnership, was at the meeting to talk about the two bridges on the Sergeant Road Trail. The bridges have been closed for some time and disrupt the Cedar Valley Trail system. The Cedar Valley Trails Partnership is asking the City to make a priority of repairing the bridges. The organization has raised funds in the amount of $27,027.09 they want to put towards getting the bridges repaired soon.

STAFF UPDATES
Construction – Todd Derifield
Staff is working at City Hall on different projects.

Young Arena – Chris Dolan
Battle of Waterloo wrestling took place at Young Arena December 17-18. MYAS Wrestling grades K-8 Occurred on Sunday December 19. WBH in 5th place in Western division. Waterloo Warriors HS Hockey currently in first place in the MWHSHL after 18 games. Construction on the south roof is completed. The next phase of roof replacement will take place on the upper East, upper West and South. WAHA set a record for registrations for adult hockey winter/spring session with 120 participants.

Sports and SportsPlex – Mark Gallagher
Sports – winter sports all up and running. Youth basketballe is back up over pre-covid numbers. Largest Taekwondo classes ever. Received bids for summer sports programs. Prices on equipment and uniforms have increased dramatically. Gates Park Focus group met right before Christmas to review rough plans from Ritland Kuiper. A work session will be held on January 31.
SportsPlex – Partnering with Single Speed and Runners Flat to do a Vertical Treadmill Challenge at Single Speed on February 3rd. Beginning stages of planning the first Pump and Run Event in the Cedar Valley. The weightlifting will be on Friday evening, a downtown 5K on Saturday morning. Fitness Classes are back above pre-covid numbers. Winter swim lesson are almost sold out. Great birthday party numbers. Received rave reviews for the new cardio equipment. Investigating Sauna options for pool area. Bringing back family nights and parents night out monthly. The first one held is December had over 40 kids. Working with HR to manage the Biggest Improver Program for City Employees. Kick off Mission Fit program for members next week. Golf driving range is held in the field house Monday through Thursday, 7:30am to 9:30am.

Park – Todd Derifield
Crews are working on systematic trimming and tree removals. Staff is helping Sanitation with chipping of real Christmas trees. We have an agreement with the USDA to deter crows in the downtown area. They have started working in the downtown area. We currently have three staff members tested positive for Covid.

Golf and Downtown Area – JB Bolger
The three golf courses were closed for the season on December 16th. Nine Beaver dams were identified at the South Hills golf course. Eleven beavers were trapped and removed. The dams will be dismantled by our staff. The furnace at the Warren pro shop will need to be replaced. The unit is not working properly. A cross country ski trail has been groomed at Warren Pro Shop.

The next regular Leisure Services Commission Meeting will be held Tuesday, February 8, 2022, at the Cedar Valley SportPlex.

Bob Bamsey will be gone February, March.

Sharon Samec asked for motion to adjourn. Motion by Tom Powers, second Tim Moses. Meeting was adjourned at 8:15am.

Sharon Samec, Secretary

3/07/2022
Signed this Date

CITY OF WATERLOO

Council Communication

Leisure Services Commission Board minutes of February 8, 2022.

City Council Meeting: 3/21/2022
Prepared: 3/9/2022

ATTACHMENTS:

	Description	Type
	02/08/2022 LS Minutes	Backup Material

SUBJECT: Leisure Services Commission Board minutes of February 8, 2022.

Submitted by: Submitted By:

MINUTES
WATERLOO LEISURE SERVICES COMMISSION
TUESDAY, February 8, 2022
300 Jefferson Street

The meeting was held in the Multipurpose Room at the SportsPlex. Brenda Durbahn called the meeting to order at 7:30am.

Present: Tom Christensen, Jessica Rucker, Tom Powers, Tim Moses, Brenda Durbahn, Paul Huting, Bri Boss, Todd Derifield, Chris Dolan, Travis Nichols and JB Bolger, Amie Rivers, Council Liaison Dave Boesen, Felicia Smith from Neighborhood Services
Absent: Bob Bamsey, Sharon Samec, Mark Gallagher

Brenda Durbahn called for motion to approve of the agenda. Motion by Tom Christensen to approve agenda. Second by Tim Moses Ayes: All. Nays: None

Brenda Durbahn called for motion for approval of the January 11, 2022 meeting minutes. Jessica Rucker made a motion to approve minutes, second by Tim Powers Ayes: All Nays: None

Brenda Durbahn called for approval of the bills. Tom Christensen made a motion to approve the January bills, Tom Powers made a second. Ayes: All Nays: None

EDISON PARK NAMING
The Edison Park Neighborhood Association met on January 30, 2022 and recommended that the official name of the new park at the former Edison School Site be EDISON PARK. In October this board voted to name the park Edison School Park. This board is fine with the name suggested by the Neighborhood Association. Tom Christensen made a motion to name the park EDISON PARK as recommended by the neighborhood association. Second by Tom Powers. Ayes: All. Nays: None

ADOPTION OF AQUATIC MASTER PLAN
Ballard*King has presented their Aquatics Master Plan. They presented elements of the plan at a work session on January 31, 2022. Further discussion was held on the Master Plan. Tim Moses made a motion to adopt the Aquatics Master Plan for implementation as funding is secured. Tom Powers made a second. Ayes: All. Nays: None

ADOPTION OF GATES PARK MASTER PLAN
Commissioners were present at a work session on January 31, 2022 when elements of the Gates Park Master Plan were presented. Paul provided a copy of the Ritland + Kuiper Landscape Architects plan. More discussion was held. Tom Christensen made a motion to adopt the Gates Master Plan for implementation as funding is secured. Second by Tim Moses. Ayes: All. Nays: None

STAFF UPDATES
Construction – Travis Nichols
The construction crew continues to do modified winter garbage route, park and facilities inspections and general maintenance and repairs. The crew is also working on several projects at City Hall. The Young Arena roof project is completed and is in the closeout phase.

Young Arena – Chris Dolan
Waterloo Black Hawks completed a five game home stand. Currently the Black Hawks attendance ranks fifth out of 16 teams. The Waterloo Warriors are currently in second place in the MWHSHL. AAU state wrestling is scheduled for March 5-6. Young Arena Staff is working with organizers on two new events; June 25 Cedar Valley Fashion and Art Expo and July 9 Drill Team Competition.

Sports and SportsPlex –
Working on aquatic plans.

Park – Todd Derifield
Crews are working on tree trimming and tree removals at Gates and South Hills golf courses. We are once again able to offer the Plant Waterloo! Residential tree program thanks to a generous donation from the Young Family Foundation. The USDA group continues to work on the bird mitigation project in the downtown area.

Golf and Downtown Area – JB Bolger
We have two sanitary sewer projects going on in Byrnes Park. The first is installing a new large main along Highway 63 along the back side of the tennis center and golf course. Project officials asked us to remove a large percentage of the trees and vegetation behind #5 tee at the golf course to make room for their excavation. We removed as much as we felt comfortable with, probably not as much as they would have liked and are hoping they can work with the conditions we left for them. Also three mature trees were removed closer to the tennis center. We have replacement trees accounted for in the restoration for this project.
The second sanitary sewer project was slip lining the sanitary sewer that runs under the golf course under holes 9, 10, 1, 18, and the driving range. Large trucks needed to access the course to make this project a success. We have been working with project officials since the fall to make sure this goes smoothly and to wait for the ground to freeze before driving the heavy trucks on the turf. Golf crews removed snow, and modified the cross country ski trail routes to create plowed roads for the sewer trucks to use. The project went great, it is complete and we have no turf damage. Cross country ski trails have been restored to their original route.
Crews are busy servicing the chassis, and power units of all our summer time equipment in the main shop. We also have crews tearing down, sharpening, and rebuilding the reel cutting units for all golf course reel mowers in our mower room. Due to reduced funding for new CIP equipment and price increases for parts more funds are being spent on servicing units as they are run higher hours before being traded in our liquidated.
Jessica Rucker said she recently heard someone commenting on the excellent job the Downtown Maintenance crew does taking care of snow removal, maintenance and general care of the downtown area. Jessica totally agrees with their comments and wants to let the staff know their good work is being noticed and appreciated.

The next regular Leisure Services Commission Meeting will be held Tuesday, March 8, 2022, at the Cedar Valley SportPlex. Bob Bamsey will be gone March.

Brenda Durbahn asked for motion to adjourn. Motion by Tom Powers, second Tim Moses. Meeting was adjourned at 8:15am.

Sharon Samec

Sharon Samec, Secretary

3/8/2022
Signed this Date