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

Jonathan Grieder, Ward 2 Council Member

Agenda, as proposed or amended.

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

Minutes of February 15, 2022 Special Session, as proposed.

PUBLIC COMMENTS

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

1. Consent Agenda:

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

A. Resolution to approve the following:

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

2. Resolution approving the FY 2021 Edward Byrne Memorial Justice Assistance Grant, in the amount of $46,305.00, to be used in a joint effort by jurisdictions of the City of

Waterloo, City of Cedar Falls, Black Hawk County Sheriff's Office and the Black Hawk County Attorney's Office, and authorizing the Mayor to execute said documents.

Submitted By: Dave Mohlis, Police Captain

3. Resolution of support for the Veterans Way Project and approving an Otto Schoitz Foundation Grant Application, in the amount of $949,210.00, in conjunction with Veterans Way - Pocket Park Improvements Project, and authorizing the Communications Director to execute said document.

   Submitted By: Wendy Bowman, Communications Director

4. Resolution approving request of Matt Frost for a waiver for a concrete driveway, located at 1200 Byron Avenue, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.

   Submitted By: Jamie Knutson, PE, City Engineer

5. Resolution setting date of public hearing as March 7, 2022, to approve the 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 I and three future phases, totaling 19,200 square feet for future building expansions, located northeast of 2510 Leversee Road, on Warp Drive, and instruct the City Clerk to publish notice.

   Submitted By: Noel Anderson, Community Planning and Development Director

6. Resolution setting date of public hearing as March 7, 2022, to authorize the sale and conveyance of property located on the easterly end of Warp Drive, to Top Notch and Construction, LLC, in the amount of $1.00, and to approve a Development Agreement and Minimum Assessment Agreement in the amount of $250,000.00, for the development of a 4,800 square foot building with additional phases, and instruct the City Clerk to publish notice.

   Submitted By: Noel Anderson, Community Planning and Development Director

7. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as March 10, 2022 and date of public hearing as March 21, 2022, in conjunction with the FY 2022 Reconstruction Program, Contract No. 1057, and instruct the City Clerk to publish said notice.

   Submitted By: Dennis Gentz, PE, Assistant City Engineer

8. Resolution approving the request of Grace Williams, for tax exemptions on the construction of a single duplex unit valued at $416,515 for property located at 102 Cathy Jean Court, and located in the City Limits Urban Revitalization Area (CLURA).

   Submitted By: Noel Anderson, Community Planning and Development Director

9. Resolution approving the request of Jennifer Kane, for tax exemptions on the construction of a new single family home valued at $500,000 for property located at 1107 Partridge Lane, and located in the City Limits Urban Revitalization Area (CLURA).

   Submitted By: Noel Anderson, Community Planning and Development Director

10. Resolution approving the request by Maple Lanes for tax exemptions on a commercial building with improvements valued at $3,410,219 for property located at 2608 University Avenue, and located in the Consolidated Urban Revitalization Area (CURA).

    Submitted By: Noel Anderson, Community Planning and Development Director

11. Resolution approving the request of Patricia M. Holcomb, for tax exemptions on the construction of a new single duplex unit valued at $414,000 for property located at 128 Bergen Drive, and located in the City Urban Revitalization Area (CURA).

    Submitted By: Noel Anderson, Community Planning and Development Director

12. Resolution setting date of public hearing as March 7, 2022, on the proposed issuance of not to exceed $3,500,000.00 General Obligation Urban Renewal Bonds (ECP-UR-1).

Submitted By: Michelle Weidner, Chief Financial Officer

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

a. **Benjamin Lowe, Firefighter**
Class/Meeting: 2022 Basic Fire Investigations Course
Destination: Johnston, IA
Dates: April 25, 2022 through May 06, 2022
Amount not to exceed: $1,640.00

b. **Melissa Ludwig, Police Sergeant**
Class/Meeting: Iowa Association of Women Police Training Conference
Destination: Fort Dodge, IA
Dates: March 7- 8, 2022
Amount not to exceed: $300.00

c. **Tri County Drug Task Force Investigators**
Class/Meeting: Iowa Narcotics Officers Association Conference 2022
Destination: Des Moines, IA
Dates: March 22-24, 2022
Amount not to exceed: $3,562.00

d. **Wayne Castle, PLS, PE, Associate Engineer**
Class/Meeting: 2022 Greater Iowa Asphalt Conference
Destination: Des Moines, IA
Dates: March 3-4, 2022
Amount not to exceed: $565.00

e. **Wayne Castle, PLS, PE, Associate Engineer**
Class/Meeting: 85th Annual SLSI Land Surveyors Conference
Destination: Ames, IA
Dates: March 10-11, 2022
Amount not to exceed: $485.00

2. **LIQUOR LICENSES**

a. **Babe's Tap, 210 Division Street**
Class: C Liquor
Renewal Application Does not include Sunday
Expiration Date: 3/14/2023

b. **Buzz's Bar, 1016 Maynard Avenue**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 3/14/2023

c. **Casey's General Store #2427, 3035 Logan Ave. *Ownership Update***
Class: B Wine / B Native Wine / C Beer / E Liquor
New Application Includes Sunday
Expiration Date: 6/14/2022

d. **Casey's General Store #2866, 51 E. Tower Park Drive**
Class: B Wine / C Beer / E Liquor
Renewal Application Includes Sunday
Expiration Date: 2/28/2023

e. **Casey's General Store #3880, 1900 W. Ridgeway Ave.**
Class: B Wine / C Beer / E Liquor
Renewal Application Includes Sunday
Expiration Date: 1/31/2023

f. **Cedar Valley Arboretum & Botanic Gardens, 1927 E. Orange Rd. *6 Month***
Class: B Native Wine w/Outdoor Service
New Application Includes Sunday
Expiration Date: 11/1/2022

g. **Club Ambassador, 313 W. 5th Street**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 12/15/2022

h. **Club Legacy, 120 Sumner Street**
Class: C Liquor
Renewal Application Includes Sunday
Expiration Date: 12/30/2022

i. **Doughy Joey's, 300 W. 4th Street**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 2/7/2023

j. **Elitte Cafe' Bar, 1108 Jefferson Street**
Class: C Liquor
Renewal Application Includes Sunday
Expiration Date: 2/7/2023

k. **El Señor Tequila Nightclub, 118 E. 11th Street**
Class: C Liquor
Renewal Application Does not include Sunday
Expiration Date: 2/18/2023

l. **Gates Park Golf Shop, 820 E. Donald Street**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 2/28/2023

m. **Grout Museum, 503 South Street**
Class: Special Class C Liquor w/Outdoor Service
New Application Includes Sunday
Expiration Date: 6/13/2022

n. **HyVee #1 Clubroom, 2834 Ansborough Avenue *Ownership Update***
Class: Special Class C Liquor

New Application Includes Sunday
Expiration Date: 10/16/2022

o. **HyVee Wine and Spirits #1, 2126 Kimball Avenue *Ownership Update***
Class: B Wine / C Beer / E Liquor
New Application Includes Sunday
Expiration Date: 11/14/2022

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

q. **HyVee Gas #2, 2221 Logan Avenue *Ownership Update***
Class: C Beer
New Application Includes Sunday
Expiration Date: 1/2/2023

r. **HyVee Market Cafe' #3, 1422 Flammang Drive *Ownership Update***
Class: C Liquor with Catering
Renewal Application Includes Sunday
Expiration Date: 3/15/2023

s. **HyVee #3, 1422 Flammang Drive *Ownership Update***
Class: B Wine / C Beer / E Liquor
New Application Includes Sunday
Expiration Date: 2/8/2023

t. **Hy-Vee Food & Drugstore #3, 1422 Flammang Drive**
Class: B Wine / C Beer / E Liquor
Renewal Application Includes Sunday
Expiration Date: 2/8/2023

u. **HyVee Gas #3, 1512 Flammang Drive *Ownership Update***
Class: C Beer
New Application Includes Sunday
Expiration Date: 8/26/2022

v. **HyVee C-Store #4, 3700 University Avenue *Ownership Update***
Class: B Wine / C Beer
New Application Includes Sunday
Expiration Date: 10/31/2022

w. **Irv Warren Golf Shop, 1000 Fletcher Avenue**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 2/28/2023

x. **King Star, 2035 E. Mitchell Avenue**
Class: B Native Wine / C Beer
Renewal Application Includes Sunday
Expiration Date: 1/19/2023

y. **Sam's Club #6514, 210 E. Tower Park Dr. * Ownership Update***
Class: B Wine / C Beer / E Liquor

New Application Includes Sunday

Expiration Date: 2/28/2023

z. **South Hills Golf Shop, 1830 E. Shaulis Road**

Class: C Liquor w/Outdoor Service

Renewal Application Includes Sunday

Expiration Date: 2/28/2023

aa. **Uni Mart, 1615 Bishop Avenue**

Class: B Wine / C Beer / E Liquor

Renewal Application Includes Sunday

Expiration Date: 2/28/2023

3. **APPOINTMENTS**

a. **Tom Christensen**

Board/Commission: Leisure Services

Expiration Date: March 1, 2025

Re-Appointment

b. **Jake Connor**

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

Expiration Date: February 21, 2025

New Appointment

c. **Dianne Phelps**

Board/Commission: Cultural and Arts Commission

Expiration Date: March 1, 2025

Re-Appointment

d. **Marilyn DeKoster**

Board/Commission: Cultural and Arts Commission

Expiration Date: March 1, 2025

Re-Appointment

e. **Sandie Greco**

Board/Commission: Cultural and Arts Commission

Expiration Date: March 1, 2025

Re-Appointment

f. **Reshonda Young**

Board/Commission: Cultural and Arts Commission

Expiration Date: March 1, 2025

Re-Appointment

4. Motion to approve Change Order No. 1 from Langman Construction, Inc., of Rock Island, Illinois, for a net decrease of $380,516.00, in conjunction with the US Highway 63 Sanitary Sewer Upgrades, Phase 1, and authorizing the Mayor to execute said documents.

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

5. Motion to approve Exception to Burning Yard Waste application by Waterloo Leisure

Services to burn approximately three acres of prairie in the Katoski Greenbelt, north of the shelter on Ridgeway Avenue, between March 28 and April 15, 2022, weather permitting.

Submitted By: Pat Treloar, Fire Chief

6. Motion to approve Exception to Burning Yard Waste application by Cedar Valley Youth Soccer Association to burn approximately twelve acres of prairie area between March 25 and May 10, 2022.

   Submitted By: Pat Treloar, Fire Chief

7. Motion to approve Exception to Burning Yard Waste application by Kirk Gross Company/Benjamin Buckley to burn approximately eight acres of prairie area located next to 4646 W. 4th Street, weather permitting.

   Submitted By: Pat Treloar, Fire Chief

PUBLIC HEARINGS

2. **Request by JSA Development to nominate 425 Franklin Street as a Locally Designated Landmark.**

   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 and the Historic Preservation Commission.
   Motion to receive, file, consider, and pass for the first time an ordinance to designate 425 Franklin Street as a Locally Designated Landmark.
   Motion to suspend the rules.
   Motion to consider and pass for the second and third times and adopt said Ordinance.

   Submitted By: Noel Anderson, Community Planning and Development Director

3. **Sale and conveyance of City property located at 235 Newell Street, in the amount of $175,000.00, to James Khupho.**

   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 James Khupho, and authorizing the Mayor and City Clerk to execute said documents.

   Submitted By: Noel Anderson, Community Planning and Development Director

4. **Request by Panther Builders, LLC for a Site Plan Amendment to the "R-1,R-P" Planned Residence District and "C-P: Planned Commercial District for the construction of thirty-two (32) single-family homes, located West of 420 Harwood Avenue (former Edison School site).**

   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 "R-1,R-P" Planned Residence District and "C-P" Planned Commercial District for the construction of thirty-two (32) single-family homes, located West of 420 Harwood Avenue (former Edison School site).
   Motion to suspend the rules.
   Motion to consider and pass for the second and third times and adopt the ordinance.

Submitted By: Noel Anderson, Community Planning and Development Director

5. **Demolition Services with Regulated Asbestos-Containing Materials (RACM), Contract No. RD-2022-02-01P, located at 408 Courtland Street.**

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 and file and instruct City Clerk to read bids.
Resolution awarding bid to Lansing Brothers Construction Co., Inc., of Luxemburg, Iowa, in the amount of $32,400.00, in conjunction with demolition services with regulated asbestos-containing materials (RACM), Contract No. RD-2022-02-01P, located at 408 Courtland Street, approving the contract, bond, and certificate of insurance, and authorizing the mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

6. **Asbestos Abatement Services Contract No. AB-2022-02-04P, for properties located at 300 Allen Street, 307 Sumner Street, and 615 Glenwood Street.**

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.
Resolution awarding bid to All Star Environmental of Dubuque, Iowa, in the amount of $3,715.00, in conjunction with Asbestos Abatement Services, Contract No. AB-2022-02-04P, for properties located at 300 Allen Street, 307 Sumner Street, and 615 Glenwood Street, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

7. **Sale and conveyance of eight (8) City owned lots located northeast of 808 W. 2nd Street, Northeast of 624 W. Park Avenue, formerly 409 and 413 Wellington Street, 300 Allen Street and 921 W. 2nd Street, for the construction of three (3) new homes and the rehabilitation of two (2) homes, in the amount of $1.00, including a Development Agreement, to Iowa Heartland Habitat for Humanity.**

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 northeast of 808 W. 2nd Street, Northeast of 624 W. Park Avenue, formerly 409 and 413 Wellington Street, 300 Allen Street and 921 W. 2nd Street, in the amount of $1.00 to Iowa Heartland Habitat for Humanity, and authorizing the Mayor and City Clerk to execute said documents.
Resolution approving a Development Agreement with Iowa Heartland Habitat for Humanity for the construction of three new homes and rehabilitation of two homes, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

RESOLUTIONS

8. Resolution resetting date of the budget maximum levy public hearing as March 7, 2022 at 5:30 p.m. to approve the maximum levies as required by state, instruct the City Clerk to publish said notice, and rescinding Resolution No. 2022-097.

Submitted By: Michelle Weidner, Chief Financial Officer

9. Resolution approving Black Hawk County Gaming Association Grant Application in the amount of $6.5 million for transforming Gates and Byrnes Parks.

Submitted By: Paul Huting, Leisure Services Director

10. Resolution adopting the Gates Park Master Plan as recommended by the Leisure Services Commission.

Submitted By: Paul Huting, Leisure Services Director

11. Resolution adopting the Waterloo Aquatics Master Plan as recommended by the Leisure Services Commission.

Submitted By: Paul Huting, Leisure Services Director

12. Resolution approving the Iowa Certified Local Government 2021 Annual Report, and authorizing the Mayor and Planning Staff to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

13. Resolution approving a Development Agreement with Iowa Heartland Habitat for Humanity, for the construction of eighteen (18) new homes, including $90,000.00 infill incentive upon completion, 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 Construction Easement Agreement with River Plaza, LLC, in the amount of $861.68, in conjunction with the reconstruction of the Park Avenue Bridge, located at 10 West 4th Street and, authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

15. Resolution approving an Amendment to the Development Agreement with Iowa Heartland Habitat for Humanity, originally executed on March 5, 2018, to include $20,000.00 of Infill Policy incentives for four (4) new homes constructed in the Walnut Neighborhood, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

16. Resolution approving an Amendment to the Development and Minimum Assessment Agreement with VI 2, LLC, originally executed August 5, 2019, to extend the construction timeline for construction of a new 3,000 square foot commercial building, located at the northwest corner of San Marnan Drive and Kimball Avenue, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

17. Resolution approving a Development Agreement with Hoss Builders, LLC, for the construction of an infill lot on Sheridan Road, located north of 329 Sheridan Road, including $5,000 in incentive payment upon completion of new home, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

MEETINGS

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

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

PUBLIC INFORMATION

1. Communication from the Waterloo Center of the Arts on the notice of the conclusion of employment for Paulette Hawkenson, Bookkeeper, effective January 21, 2022, with recommendation of approval of payout of $6,109.46 for unused benefits.

2. Board of Adjustment minutes of November 23, 2021.

3. Airport Board Meeting minutes of December 15, 2021.

4. Planning, Programming, and Zoning minutes of January 11, 2022.

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 2/21/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Minutes of February 7, 2022	Backup Material

Submitted by: Submitted By:

February 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, February 7, 2022. Mayor Quentin Hart in the Chair. Roll Call: Boesen, Nichols, Amos, Chiles, Grieder, Wilder and Feuss.

Prayer or Moment of Silence.

Pledge of Allegiance: Ray Feuss, Ward 5 Council Member

106917 - Feuss/Grieder

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

106918 - Feuss/Grieder

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

PUBLIC COMMENTS

The public comment portion of the agenda was skipped.

CONSENT AGENDA

106919 - Feuss/Grieder

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

a. Resolutions to approve the following:

1. Resolution approving Finance Committee Invoice Summary Report, dated February 7, 2022, in the amount of $2,003,911.87, 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. 2022-045.

2. Resolution awarding bids for the seasonal Farm and Hay Concession at the Waterloo Regional Airport, for the calendar year 2022-2024 seasons for the Hay Concession to Brad Feckers, of Shell Rock, Iowa, in an amount of $52.50 per 1,500 pound hay bale; and, for the Farm Concession to Ben Gosse, of Apex Agriculture, of Jesup, Iowa, with a bid of $330.00 per acre based on a total of 1,257.04 acres, and authorize the Airport Director to execute the agreements.

   Resolution adopted and upon approval by Mayor assigned No. 2022-046.

3. Resolution approving request of Minea Skrgic for a waiver for a concrete driveway, located at 1142 Columbus Drive, with the elimination of the sidewalk section due to inability to meet grade requirements.

   Resolution adopted and upon approval by Mayor assigned No. 2022-047.

4. Resolution approving Completion of Project and Recommendation of Acceptance of Work, for work performed by Cardinal Construction, Inc., of Waterloo, Iowa, at a total cost of $1,140,346.67, in conjunction with the Five Sullivan Brothers Convention Center Penthouse Chiller Project, and authorizing the Mayor to execute said document.

   Resolution adopted and upon approval by Mayor assigned No. 2022-048.

5. Motion to approve Change Order No. 1, including final quantity adjustments, with Lodge Construction Inc., of Clarksville, Iowa, for a net decrease of $23,418.88, in conjunction with the Ansborough Avenue Improvements from Black Hawk Road to Downing Avenue, Iowa DOT Grant Project No. STP-A-8155(757)--86-07.

6. Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Lodge Construction Inc., of Clarksville, Iowa, in conjunction with the Ansborough Avenue Improvements From Black Hawk Road to Downing Avenue, Iowa DOT Grant Project No. STP-A-8155(757)--86-07, for a total contract amount of $275,902.52, and release of retainage in the amount of $8,277.08.

   Resolution adopted and upon approval by Mayor assigned No. 2022-049.

7. Resolution setting date of public hearing as February 21, 2022, on the request by JSA Development to nominate 425 Franklin Street as a Locally Designated Landmark.

   Resolution adopted and upon approval by Mayor assigned No. 2022-050.

8. Resolution setting date of public hearing as February 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. 2022-051.

9. Resolution setting date of public hearing as February 21, 2022, for the sale and conveyance of City property located at 235 Newell Street, in the amount of $175,000.00, to James Kupho, and instruct the City Clerk to publish notice.

   Resolution adopted and upon approval by Mayor assigned No. 2022-052.

10. Resolution setting date of public hearing as February 21, 2022, to approve the request by Panther Builders, LLC for a Site Plan Amendment to the “R-1,R-P” Planned Residence District and “C-P" Planned Commercial District for thirty-two (32) single-family homes, located West of 420 Harwood Avenue (former Edison School site), and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-053.

11. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as February 10, 2022 and date of public hearing as February 21, 2022, in conjunction with (RACM) Demolition Services, Contract No. RD-2022-02-01P, located at 408 Courtland Street, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-054.

12. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as February 10, 2022 and date of public hearing as February 21, 2022, in conjunction with Asbestos Abatement Services, Contract No. AB-2022-22-04P, for properties located at 300 Allen Street, 307 Sumner Street, 335 Sumner Street, and 615 Glenwood Street, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-055.

13. Resolution approving the request of Brandon Reyes for tax exemptions on the construction of a new garage valued at $35,000.00 for property located at 724 Kirkwood Avenue, and located within the Consolidated Urban Revitalization Area (CURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-056.

14. Resolution approving the request of Tim Aitchison for tax exemptions on the construction of a new garage valued at $26,900.00 for property located at 506 Milwaukee Avenue, and located within the Consolidated Urban Revitalization Area (CURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-057.

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

    Resolution adopted and upon approval by Mayor assigned No. 2022-058.

16. Resolution approving the request of Todd Eilers, for tax exemptions on the construction of a new single family home valued at $390,000.00 for property located at 1403 E. Shaulis Road, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-059.

17. Resolution approving the request of Robson Homes, Inc., for tax exemptions on the construction of a new single duplex unit valued at $130,000.00, for property located at 4205 Mourning Dove Drive, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-060.

18. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new single duplex unit valued at $130,000.00, for property located at 4207 Mourning Dove Drive, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-061.

19. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new single duplex unit valued at $130,000.00, for property located at 4210 Mourning Dove Drive, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-062.

20. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new single duplex unit valued at $130,000.00, for property located at 4212 Mourning Dove Drive, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-063.

21. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a single duplex unit valued at $130,000.00 for property located at 4220 Mourning Dove Drive, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-064.

22. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new single duplex unit valued at $130,000.00, for property located at 4222 Mourning Dove Drive, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-065.

23. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new single duplex unit valued at $130,000.00, for property located at 4330 Mourning Dove Drive, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-066.

24. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new single duplex unit valued at $130,000.00, for property located at 4231 Mourning Dove Drive, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-067.

25. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a single duplex unit valued at $130,000.00 for property located at 4233 Mourning Dove Drive, and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2022-068.

26. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new single duplex unit valued at $130,000.00, for property located at 4240 Mourning Dove Drive, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-069.

27. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new single duplex unit valued at $130,000.00, for property located at 4241 Mourning Dove Drive, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-070.

28. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new single duplex unit valued at $130,000.00, for property located at 4242 Mourning Dove Drive, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-071.

29. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new single duplex unit valued at $130,000.00, for property located at 4243 Mourning Dove Drive, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-072.

30. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new single duplex unit valued at $130,000.00, for property located at 843 Grindstone Circle, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-073.

31. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new single duplex unit valued at $130,000.00, for property located at 851 Grindstone Circle, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-074.

32. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new single duplex unit valued at $130,000.00, for property located at 853 Grindstone Circle, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-075.

33. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new single duplex unit valued at $130,000.00, for property located at 861 Grindstone Circle, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-076.

34. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new single duplex unit valued at $130,000.00, for property located at 863 Grindstone Circle, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-077.

35. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new single duplex unit valued at $130,000.00, for property located at 871 Grindstone Circle, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-078.

36. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new single duplex unit valued at $130,000.00, for property located at 873 Grindstone Circle, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-079.

37. Resolution authorizing MidAmerican Energy to remove two (2) wooden poles, located in the 1700 block of Williston Avenue, on each side of the newly constructed driveway for the recently opened Lowell School parking lot.

    Resolution adopted and upon approval by Mayor assigned No. 2022-080.

38. Resolution approving Completion of Project and Acceptance of Work for work performed by Blackhawk Roofing Company of Cedar Falls, Iowa, in the amount of $161,307.00, in conjunction with replacement of the southeast and southwest roof sections at Young Arena.

    Resolution adopted and upon approval by Mayor assigned No. 2022-081.

39. Resolution setting date of public hearing as February 21, 2022, for the sale and conveyance of eight City owned lots located northeast of 808 W. 2nd Street, Northeast of 624 W. Park Avenue, Formerly 409 and 413 Wellington Street, 300 Allen Street and 921 W. 2nd Street, for the construction of three new homes and the rehabilitation of two homes, in the amount of $1.00 each, total of $8.00, to Iowa Heartland Habitat for Humanity, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-082.

b. Motion to approve the following:

1.

Travel Requests				
Name & Title of Personnel	Class/Meeting	Destination	Date(s)	Amount not to Exceed
a. Jacob Geller, Natural Resource Technician	66th Iowa State University Shade Tree Short Course	Ames, IA	February 23-24, 2022	$305.28

2.

Approved Beer, Liquor, and Wine Applications				
Name & Address of Business	Class	New or Renewal	Expiration Date	Includes Sunday
a. Absalom Lounge, 320 E. 4th Street *Premise Update - Adding Sunday Sales*	C Liquor	New	7/12/2022	x
b. Casey's General Store #2866, 51 E. Tower Park Drive *Ownership Update*	B Wine / C Beer / E Liquor	New	2/28/2023	x
c. Courtyard By Marriott, 250 Westfield Avenue	B Liquor / B Wine w/Outdoor Service	Renewal	11/1/2022	x
d. Hy-Vee Food Store #1, 2834 Ansborough Avenue * Ownership Update*	B Wine / C Beer / E Liquor	Renewal	3/23/2023	x
e. The Loft, 710 Jefferson Street, #4	C Liquor	Renewal	1/12/2023	x
f. New Star Fletcher, 315 Fletcher Avenue	B Wine / C Beer / E Liquor	Renewal	1/29/2023	x
g. VFW Club Post #1623, 1406 Commercial Street	A Liquor	Renewal	1/14/2023	
h. Waterloo Black Hawks Hockey, 125 Commercial Street	C Liquor	Renewal	12/15/2022	x

3. Recommendation of appointment of Danielle DeNeui, from the current Civil Service list, to the position of GIS Technician in the Engineering Department, effective February 15, 2022, pending successful completion of pre-employment physical and drug screening.

4. Motion to approve the Capital Improvement Plan for Waterloo Regional Airport for FY-2023 thru FY-2027, and direct the Airport Director to submit all documents to the FAA as required.:

5. Motion approving Change Order No. 2 with Blackhawk Roofing Company, of Cedar Falls, Iowa, for a total decrease of ($3,454.00), in conjunction with the FY 2021 Young Arena Southeast and Southwest Roof Replacement Project Contract No. 1040, and authorizing the Mayor to execute said document.

6. Motion to approve Change Order No. 29 with Cardinal Construction, Inc., of Waterloo, Iowa, for a net increase of $844.00, in conjunction with the Five Sullivan Brothers Convention Center Addition and Renovation Project, and authorizing the Mayor to execute said document.

7. Motion to approve Change Order No. 30 with Cardinal Construction, Inc., of Waterloo, Iowa, for a net increase of $12,808.00, in conjunction with the Five Sullivan Brothers Convention Center Addition and Renovation Project, and authorizing the Mayor to execute said document.

8. Motion approving Change Order No. 6 with Cardinal Construction Inc., of Waterloo, Iowa, for a net increase of $18,751.00, in conjunction with the Five Sullivan Brothers Convention Center 2nd Floor Renovation Project, and authorizing the Mayor to execute said document.

9. Motion approving Change Order No. 7 with Cardinal Construction Inc., of Waterloo, Iowa, for a net increase of $1,026.00, in conjunction with the Five Sullivan Brothers Convention Center 2nd Floor Renovation Project, and authorizing the Mayor to execute said document.

Roll call vote-Ayes: Seven. Motion carried.

PUBLIC HEARINGS

106920 - Grieder/Feuss

that proof of publication of notice of public hearing on Five Sullivan Brothers Convention Center Plaza Renovation, as published in the Waterloo Courier on January 24, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

106921 - Grieder/Feuss

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

106922 - Grieder/Feuss

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

Mr. Boesen questioned if the project would be rebid due to the high dollar amount.

Noel Anderson, Community Planning and Development Director, commented that they would look at the break out for cost and funding to determine next steps.

Resolution adopted and upon approval by Mayor assigned No. 2022-083.

106923 - Grieder/Feuss

Motion to receive and file and instruct City Clerk to read bids and refer to Building Department for review.

Estimate: Base Bid: $1,200,000.00
Alt. A: $690,000.00
Alt. B: $30,000.00

Bidder	Bid Security	Total Bid Amount
Lodge Construction, Inc. Clarksville, IA	5%	Base Bid $1,475,000.00 Alt. A $ 489,000.00 Alt. B $ 50,000.00
Owen Contracting, Inc. Cedar Falls, IA	5%	Base Bid $1,636,475.00 Alt. A $ 252,115.00 Alt. B $ 33,050.00
Vieth Construction Corp. Cedar Falls, IA	5%	Base Bid $1,398,000.00 Alt. A $ 294,500.00 Alt. B $ 30,000.00

Voice vote-Ayes: Seven. Motion carried.

106924 - Feuss/Amos

that proof of publication of notice of public hearing on sale and conveyance of a portion of a city-owned lot, located east of 2459 GT Drive, to Gray Transportation, Inc., in the amount of $1.00, including a Development and Minimum Assessment Agreement, for the construction of a new maintenance facility, as published in the Waterloo Courier on January 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.

106925 - Feuss/Amos

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

106926 - Feuss/Amos

that "Resolution approving the sale and conveyance of city owned property located east of 2459 GT Drive, in the amount of $1.00, to Gray Transportation, Inc., and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-084.

106927 - Feuss/Amos

that "Resolution approving a Development and Minimum Assessment Agreement with Gray Transportation, Inc., for the construction of a 9,265 square foot truck maintenance facility with a minimum value of $400,000.00, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-085.

106928 - Amos/Wilder

that proof of publication of notice of public hearing on Lease Agreement with Ruby Abebe for the westerly 50 feet of Lot 14 of the Northeast Industrial Park Plat No 3, in the amount of $100.00 per year, to place small green house structures for growing vegetables and produce, as a part of a grant for helping minorities learn farming and produce growing methods, with a term ending December 31, 2026, as published in the Waterloo Courier on February 2, 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.

106929 - Amos/Wilder

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

106930 - Amos/Feuss

that "Resolution approving Lease Agreement with Ruby Abebe for the westerly 50 feet of Lot 14 of the Northeast Industrial Park Plat No 3, in the amount of $100.00 per year, to place small green house structures for growing vegetables and produce, as a part of a grant for helping minorities learn farming and produce growing methods, with term ending December 31, 2026, and authorize the Mayor and City Clerk to execute said documents, and rescinding Resolution No. 2022-041", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-086.

RESOLUTIONS

106931 - Nichols/Amos

that "Resolution approving an agreement with Sourcewell concerning cooperative purchasing 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, requested an overview of the item.

Randy Bennett, Public Works Division Manager, provided an overview of how cooperative purchasing works.

Resolution adopted and upon approval by Mayor assigned No. 2022-087.

106932 - Nichols/Amos

that "Resolution approving the Grade Crossing Surface Repair Fund Force Account Agreement with the Iowa Department of Transportation, Chicago Central and Pacific Railroad, in conjunction with the Newton Street Railroad Crossing Surface Repair Project, with the City's share being the cost of traffic control and twenty-percent of the construction cost, which is to be determined, 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. 2022-088.

106933 - Nichols/Amos

that "Resolution approving the Grade Crossing Surface Repair Fund Force Account Agreement with the Iowa Department of Transportation, Chicago Central and Pacific Railroad, in conjunction with the Conger Street Railroad Crossing Surface Repair Project, with the City's share being the cost of traffic control and twenty-percent of the construction cost, which is to be determined, 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. 2022-089.

106934 - Grieder/Feuss

that "Resolution approving the Grade Crossing Surface Repair Fund Force Account Agreement with the Iowa Department of Transportation, Chicago Central and Pacific Railroad, in conjunction with the Rainbow Drive Railroad Crossing Surface Repair Project, with the City's share being the cost of traffic control and twenty-percent of the construction cost, which is to be determined, 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. 2022-090.

106935 - Grieder/Feuss

that "Resolution approving Supplemental Agreement No. 5 to a Professional Services Agreement with Wayne Claassen Engineering and Surveying, Inc., of Waterloo, Iowa, originally executed October 10, 2016, in the amount of $57,000.00, in conjunction with the FY 2017 Hammond Avenue Bridge Replacement Over Sink Creek Project, Contract No. 922, 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, commented that the city spends a lot of money engineering a bridge on a gravel road.

Jamie Knutson, City Engineer, provided an overview of the need to have an outside entity engineer the bridge and the state and federal permitting process and shared that property acquisition is taking longer than expected.

Resolution adopted and upon approval by Mayor assigned No. 2022-091.

106936 - Grieder/Feuss

that "Resolution approving a future allocation of funds from the US Department of Transportation and via the Federal Aviation Administration of $1,015,240.00, as part of the estimated 2.89 billion for airports nationwide, through the Infrastructure Investment and Jobs Act or the Bipartisan Infrastructure Law, and authorize the Mayor and City Attorney to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-092.

106937 - Feuss/Grieder

that "Resolution accepting a deed from Hawkeye Community College for a home located at 235 Newell Street, in the amount of $139,500.00, per the Project Addendum Agreement previously approved on September 8, 2020, 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. 2022-093.

106938 - Feuss/Grieder

that "Resolution approving a request by the City of Waterloo for the Preliminary Plat of North Crossing 3rd Addition, a twenty (20) lot commercial and residential subdivision, in the "R-4, R-P" Planned Residence District, "C-2" Commercial District, and "C-P" Planned Commercial District, located north of 501 Lakeside Street", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-094.

106939 - Amos/Chiles

that "Resolution approving an Option Agreement with CPM Acquisition Corp., for the option to sell 2975 Airline Circle to the City of Waterloo, be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-095.

106940 - Amos/Chiles

that "Resolution approving an Option Agreement with Zydeco Investments, LLC for the City to repurchase land conveyed to Zydeco Investments, LLC in the amount of $1,170,000.00 for the construction of a 170,000 square foot warehouse/office building, located east of 2210 Leversee Road, and authorizing Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

David Dryer, 3145 W. 4th Street, requested an overview of this item and Item 13 as he is not understanding the transaction.

Noel Anderson, Community Planning and Development Director, provided an overview of this item and Item 13.

Mr. Boesen questioned if the option to buy would come back to the council and the dollar amount of the sale.

Noel Anderson confirmed.

Mr. Boesen questioned the provision clause for the sale of 2975 Airline Circle.

Noel Anderson explained the provision.

Mr. Boesen confirmed that it does not come into play until a certain point in the project.

Noel confirmed.

Resolution adopted and upon approval by Mayor assigned No. 2022-096.

ADJOURNMENT

106941 - Boesen/Feuss

that the Council adjourn at 5:56 p.m. Voice vote-Ayes: Seven. Motion carried.

_____
Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Minutes of February 15, 2022 Special Session, as proposed.

City Council Meeting: 2/21/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Minutes of February 15, 2022 Special Session, as proposed.	Backup Material

SUBJECT: Minutes of February 15, 2022 Special Session, as proposed.

Submitted by: Submitted By:

February 15, 2022

The Council of the City of Waterloo, Iowa, met in Special Session at City Hall First Floor Conference Room, Waterloo, Iowa, at 5:00 p.m., on Tuesday, February 15, 2022. Mayor Quentin Hart in the Chair. Roll Call: Boesen, Nichols, Amos, Chiles, Grieder, Wilder and Feuss.

160942 - Feuss/Chiles

that the Agenda, as proposed, for the Special Session on Tuesday, February 15, 2022, at 5:00 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

CONSENT AGENDA

160943 - Feuss/Grieder

Resolution setting date of the budget maximum levy public hearing as March 3, 2022 at 5:30 p.m. to approve the maximum levies as required by state and instruct the City Clerk to publish said notice. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-097.

ADJOURNMENT

160944 - Feuss/Chiles

that the Council adjourn at 5:41 p.m. Voice vote-Ayes: Seven. Motion carried.

_____

Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Resolution approving the FY 2021 Edward Byrne Memorial Justice Assistance Grant, in the amount of $46,305.00, to be used in a joint effort by jurisdictions of the City of Waterloo, City of Cedar Falls, Black Hawk County Sheriff's Office and the Black Hawk County Attorney's Office, and authorizing the Mayor to execute said documents.

City Council Meeting: 2/21/2022
Prepared: 2/5/2021

ATTACHMENTS:

Description	Type
15PBJA-21-GG-01439-JAGX AWARD	Backup Material

SUBJECT:	Resolution approving the FY 2021 Edward Byrne Memorial Justice Assistance Grant, in the amount of $46,305.00, to be used in a joint effort by jurisdictions of the City of Waterloo, City of Cedar Falls, Black Hawk County Sheriff's Office and the Black Hawk County Attorney's Office, and authorizing the Mayor to execute said documents.
Submitted by:	Submitted By: Dave Mohlis, Police Captain
Recommended Action:	Request that the City Council pass a resolution authorizing Mayor Hart to receive the 2021 JAG Grant 15PBJA-21-GG-01439-JAGX for the FY2021 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $46,305.00, to be used in a joint effort by jurisdictions of the City of Waterloo, City of Cedar Falls, Black Hawk County Sheriff and the Black Hawk County Attorney. The JAG grant will in part be used to pay salary, benefits, and overtime. The JAG grant will be utilized from October 1, 2020 to September 30, 2024.
Summary Statement:	The JAG grant will in part be used to pay salary, benefit and overtime. The grant will be utilized from October 1, 2020 to September 30, 2024. Your approval of this grant will enable the Tri-County Drug Task Force to further investigate mid and high level narcotics crimes creating a safer community.
Neighborhood Impact:	N/A
Data/Analysis and Strategies:	N/A
Implementation, Accountability, and Communication:	N/A
Expenditure Required/Source of Funds:	None
Alternative:	N/A
Legal Descriptions:	N/A

Award Letter

October 12, 2021

Dear Joel Fitzgerald,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by WATERLOO, CITY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is $46,305.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the

Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

a. New construction;

b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.

Please be sure to carefully review the grant conditions on your award document, as it may contain more

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin	——	Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
WATERLOO, CITY OF

DUNS Number	UEI
075841684	——

Street 1	Street 2
715 MULBERRY ST	——

City
WATERLOO

State/U.S. Territory
Iowa

Zip/Postal Code
50703

Country
United States

County/Parish
—

Province
—

Award Details

Federal Award Date
10/12/21

Award Type
Initial

Award Number
15PBJA-21-GG-01439-JAGX

Supplement Number
00

Federal Award Amount
$46,305.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	

Statutory Authority

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT13428793

Grant Manager Name **Phone Number**
Latanza Wilson 202-514-8267

E-mail Address
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Project Title
To reduce trafficking of firearms, illegal drugs and narcotic related crime and violence; to meet unfunded public safety needs.

Performance Period Start Date	Performance Period End Date
10/01/2020	09/30/2024

Budget Period Start Date	Budget Period End Date
10/01/2020	09/30/2024

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law

enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have

successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.



Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ")

may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

10

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

11

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

12

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

16

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

17

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or

will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal

confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All

subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

27

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

29

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or

similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and

benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

35

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

36

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

37

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

38

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

39

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

40

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

41

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

42

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient

monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

43

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two ($25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than $25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

47

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

48

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Load More

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/16/21 3:31 PM

Authorized Representative

☑

Entity Acceptance

Title of Authorized Entity Official

Chief of Police

SignerID

Joel Fitzgerald

Signed Date And Time

1/14/2022 2:07 PM

CITY OF WATERLOO

Council Communication

Resolution of support for the Veterans Way Project and approving an Otto Schoitz Foundation Grant Application, in the amount of $949,210.00, in conjunction with Veterans Way - Pocket Park Improvements Project, and authorizing the Communications Director to execute said document.

City Council Meeting: 2/21/2022
Prepared: 2/16/2022

SUBJECT:	Resolution of support for the Veterans Way Project and approving an Otto Schoitz Foundation Grant Application, in the amount of $949,210.00, in conjunction with Veterans Way - Pocket Park Improvements Project, and authorizing the Communications Director to execute said document.
Submitted by:	Submitted By: Wendy Bowman, Communications Director
Recommended Action:	Approve application.

CITY OF WATERLOO

Council Communication

Resolution approving request of Matt Frost for a waiver for a concrete driveway, located at 1200 Byron Avenue, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.

City Council Meeting: 2/21/2022
Prepared: 2/8/2022

ATTACHMENTS:

	Description	Type
	DW Waiver_1200 Byron Ave	Backup Material

SUBJECT:	Resolution approving request of Matt Frost for a waiver for a concrete driveway, located at 1200 Byron Avenue, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Recommended Action:	Recommend for approval by the City Engineer.
Summary Statement:	This waiver is needed due to the placement of a driveway or sidewalk on City right-of-way on an unimproved street. I have reviewed this request and recommend its approval subject to the following provisions. 1.Work to be performed by an approved and bonded contractor. 2.A permit is to be obtained from the office of the City Engineer prior to construction. 3.All work shall be performed under the supervision of the City Engineer and at no cost to the City of Waterloo. $7.00 cash for the purpose of recording this waiver and a copy of the legal description have been provided to the City Clerk's office.
Legal Descriptions:	GLENNY LOGAN PARK LOT 6 BLK 5

- Hoover Street 2nd approach as approved per city Council, removal/replacement.

WAIVER

Date: 1-31-22

Honorable Mayor and City Council
City Hall
Waterloo, IA 50703

Council Persons:

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

1200 Byron Ave.
(Address)

This waiver is needed because of:

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

____ elimination of the sidewalk section due to the inability to meet requirements of the driveway and sidewalk policy, paragraph 1.

____ asphalt driveway with the elimination of the sidewalk section.

X placing a driveway or sidewalk on City right of way on an unimproved street. Hoover Street

____ Other: _____

I agree to the following:

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

RECEIVED
JAN 31 2022
CITY ENGINEERS
WATERLOO, IA

Attached herewith is a payment in the amount of seven dollars ($7.00) for the purpose of recording this agreement.

Respectfully submitted,

Matt Frost
Printed Name of Property Owner

Matt Frost
Signature of Property Owner

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as March 7, 2022, to approve the 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 I and three future phases, totaling 19,200 square feet for future building expansions, located northeast of 2510 Leversee Road, on Warp Drive, and instruct the City Clerk to publish notice.

City Council Meeting: 2/21/2022
Prepared: 1/25/2022

ATTACHMENTS:

Description	Type
City Council Packet	Backup Material

SUBJECT: Resolution setting date of public hearing as March 7, 2022, to approve the 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 I and three future phases, totaling 19,200 square feet for future building expansions, located northeast of 2510 Leversee Road, on Warp Drive, and instruct the City Clerk to publish notice.

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

Recommended Action: Approval

The applicant is requesting to construct a new 4,800 square foot facility that is 1,600 feet northeast of the Leversee Road and Lake Street intersection on newly platted Warp Drive. The 3.44 acre parcel on which the building will be constructed is currently owned by the City of Waterloo.

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:

Land to the north, south, east, and west are zoned "M-2,P" Planned Industrial District and contains the Waterloo Regional Airport. Land to the west of Leversee Road is the City of Cedar Falls and is mostly vacant agricultural land with some residential.

Warp Drive is a paved road and there is a 12' sewer main along Leversee Road and Warp Drive. There is also a 12" water main along Leversee Road and an 8" water main along Warp Drive.

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.

Summary Statement:

The applicant is requesting to construct a 60' X 80' (4,800 square foot) building with bathroom, storage space, porch, and three overhead doors. The site will also contain parking and landscaping. There are also plans for three future phases that will contain 19,200 square feet for future building expansions as shown on the site plan.

The building will sit approximately 86' back from Warp dive, approximately 75' from the west property line, and approximately 165 feet from the east property line. There are parking stalls for staff and customer parking along the north side of the lot.

The Planning and Zoning Commission unanimously approved the request at their regular meeting on February 8, 2021.

Therefore, staff recommends that the request for site plan amendment in the "M-2,P" Planned Industrial 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.

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.

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.

The surrounding area has been designed and will be developed as an industrial park. This site will be the first industrial building west of the airport and north of West Airline Highway.

Neighborhood Impact:

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.

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 0166F, dated July 18, 2011.

Data/Analysis and Strategies: Economic Development and Land Use.

Expenditure Required/Source of None

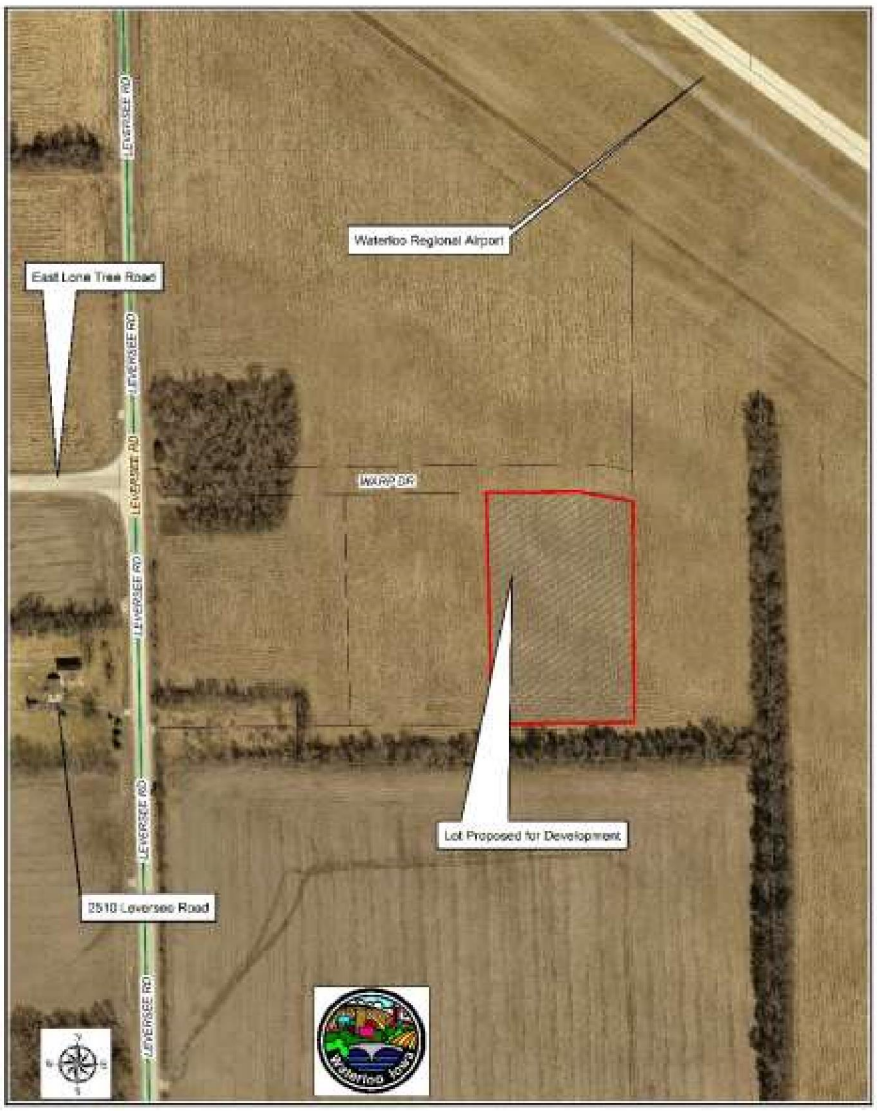
Funds:

Legal Descriptions: Lot 3, Waterloo Air and Rail Park 1st Addition.

REQUEST: 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 60’ X 80’ (4,800 square foot) building as phase 1 and three future phases which total 19,200 square feet for future building expansions at Northeast of 2510 Leversee Road, on Warp Drive.

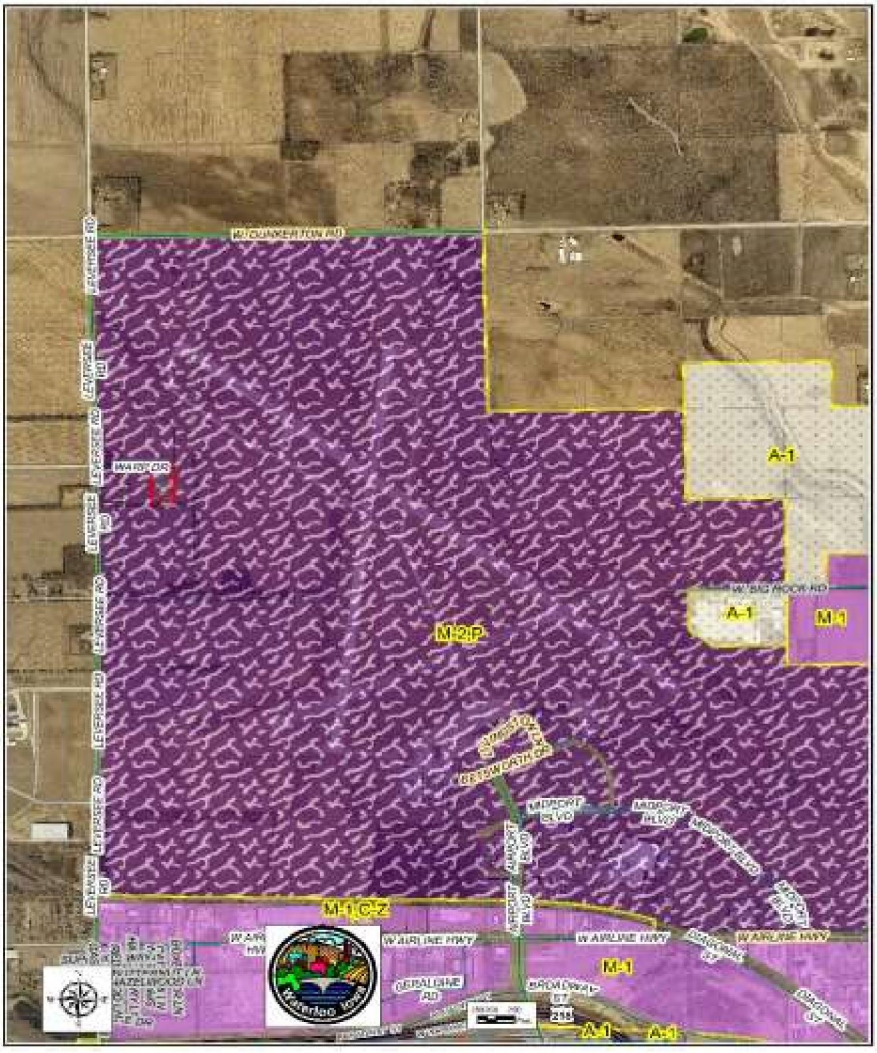
APPLICANT(S): Top Notch Tile and Construction, LLC, 1101 Fleur Drive, Waterloo, Iowa 50701

GENERAL DESCRIPTION: The applicant is requesting to construct a new 4,800 square foot facility that is 1,600 feet northeast of the Leversee Road and Lake Street intersection on newly platted Warp Drive. The 3.44 acre parcel on which the building will be constructed is currently owned by the City of Waterloo.



SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD: The request to construct the tile/construction 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 TRAFFIC CONDITIONS:	The proposed site plan amendment would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area. The site is served by Leversee Road, which is a minor arterial and Warp Drive which is a local road.
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: Land to the north, south, east, and west are zoned “M-2,P” Planned Industrial District and contains the Waterloo Regional Airport. Land to the west of Leversee Road is the City of Cedar Falls and is mostly vacant agricultural land with some residential.



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 will be developed as an industrial park. This site will be the first industrial building west of the airport and north of West Airline Highway.
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 0166F, dated July 18, 2011.
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.	Warp Drive is a paved road and there is a 12’ sewer main along Leversee Road and Warp Drive. There is also a 12” water main along Leversee Road and an 8” water main along Warp 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 a 60’ X 80’ (4,800 square foot) building with bathroom, storage space, porch, and three overhead doors. The site will also contain parking and landscaping. There are also plans for three future phases that will contain 19,200 square feet for future building expansions as shown on the site plan. 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 building will sit approximately 86’ back from Warp dive, approximately 75’ from the west property line, and

approximately 165 feet from the east property line. There are parking stalls for staff and customer parking along the north side of the lot.

The Planning and Zoning Commission at their regular meeting on February 8, 2022 unanimously approved the request.



Picture 1: Lot being proposed for development.



Picture 2: Looking south from Warp Drive



Picture 3: Looking west toward Leversee Road and East Lone Tree Road.



Picture 4: Looking east from Leversee Road along Warp 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:

The technical review committee did not have any concerns regarding phase 1, but the fire department noted additional road access will be required for future phases.

STAFF RECOMMENDATION:

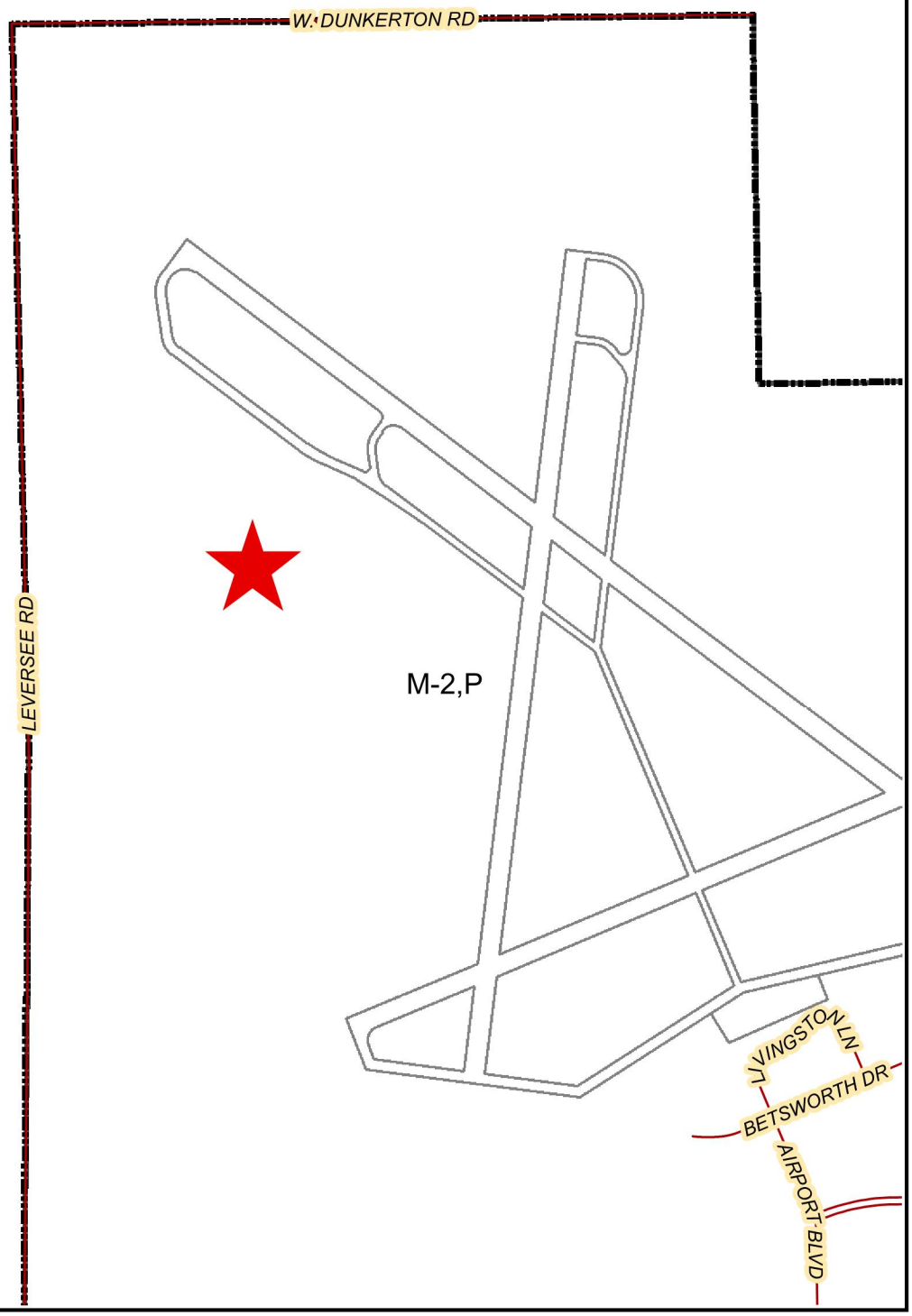
Therefore, staff recommends that the request for site plan amendment in the “M-2,P” Planned Industrial District, be approved for the following reasons:

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 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
February 11, 2022



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Feet

Waterloo Iowa

Northeast of 2510 Leversee Road
at the east end of Warp Drive
Site Plan Amendment to "M-2,P"
Top Notch Tile & Constructioin

City of Waterloo Planning, Programming and Zoning Commission
February 11, 2022



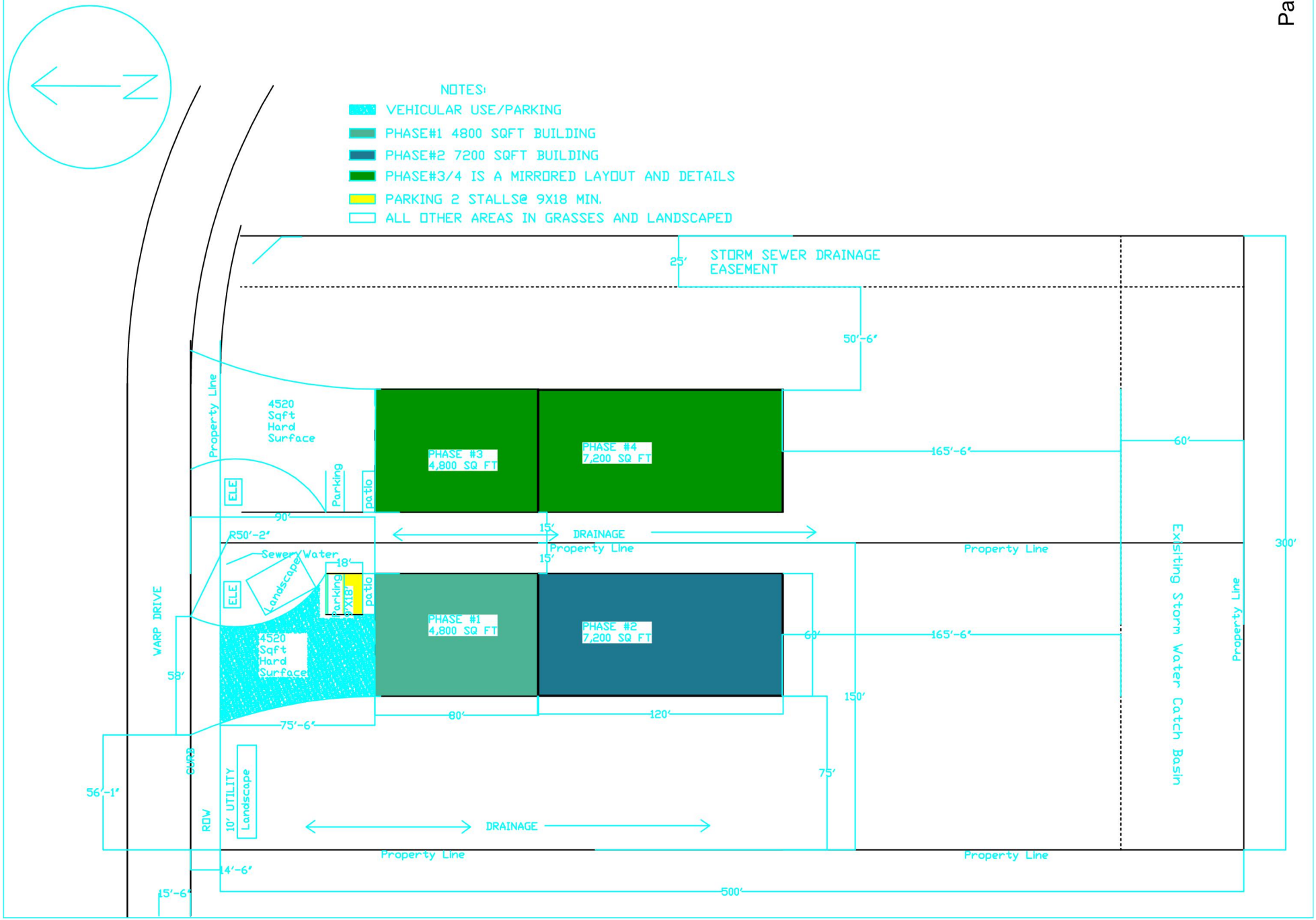
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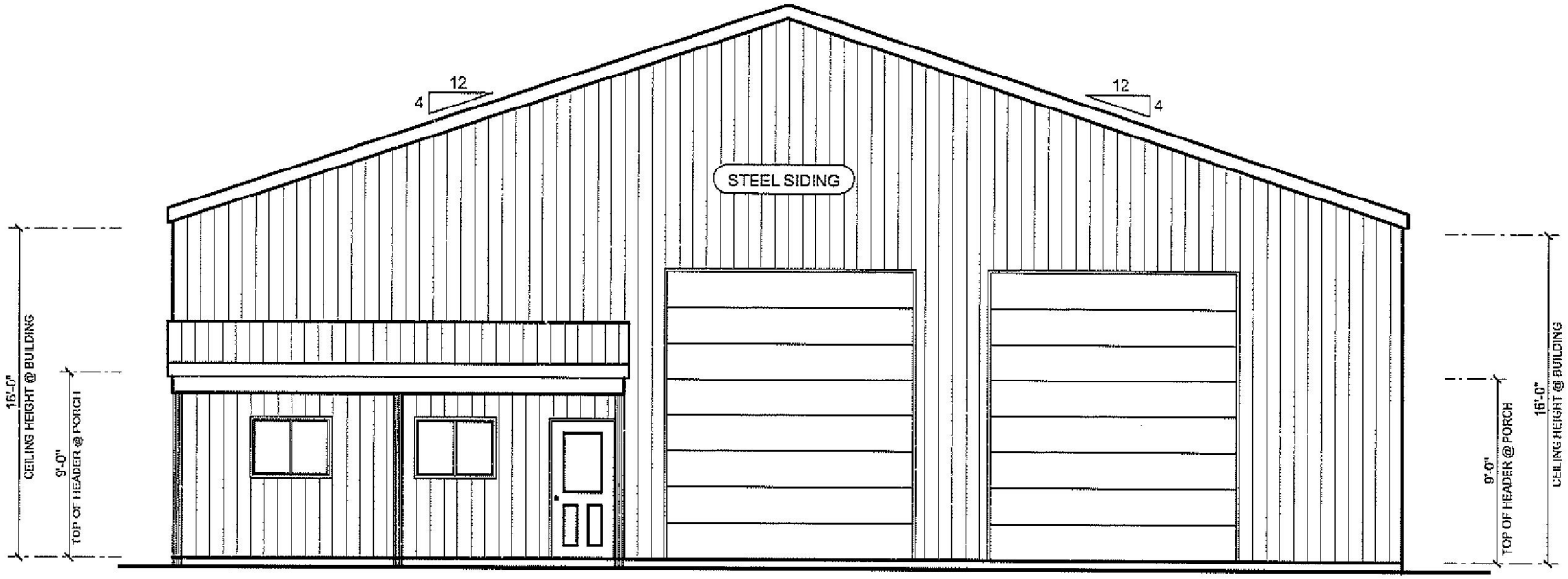
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Feet

Waterloo Iowa

Northeast of 2510 Leversee Road
Site Plan Amendment to "M-2,P"
Top Notch Tile & Construction

180 WARP DRIVE LOT#3 WATERLOO AIR AND RAIL PARK 1ST ADDITION





60'-0" x 80'-0" -- NORTH ELEVATION

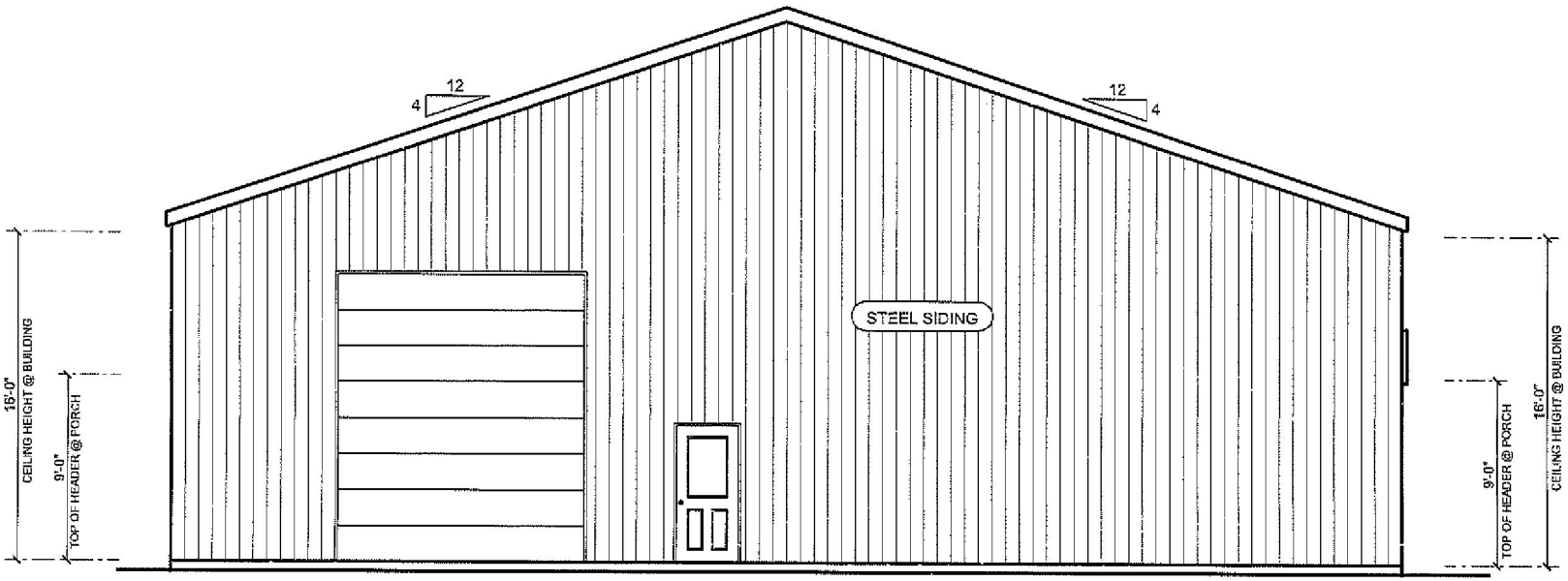
JUSTIN SCHMITZ POLE BUILING

SPAHN & ROSE JESUP, IA

12-7-21

JUSTIN SCHMITZ – (319) 269 - 2887
JNKSCHMITZ@MSN.COM

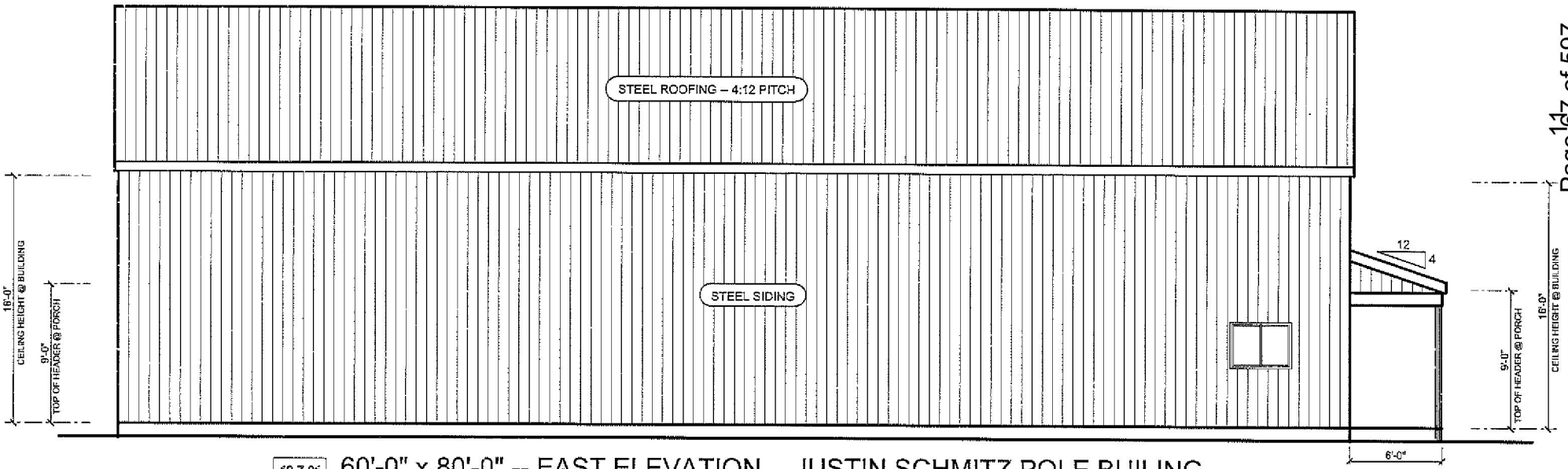
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60'-0" x 80'-0" -- SOUTH ELEVATION

JUSTIN SCHMITZ POLE BUILING

SPAHN & ROSE JESUP, IA

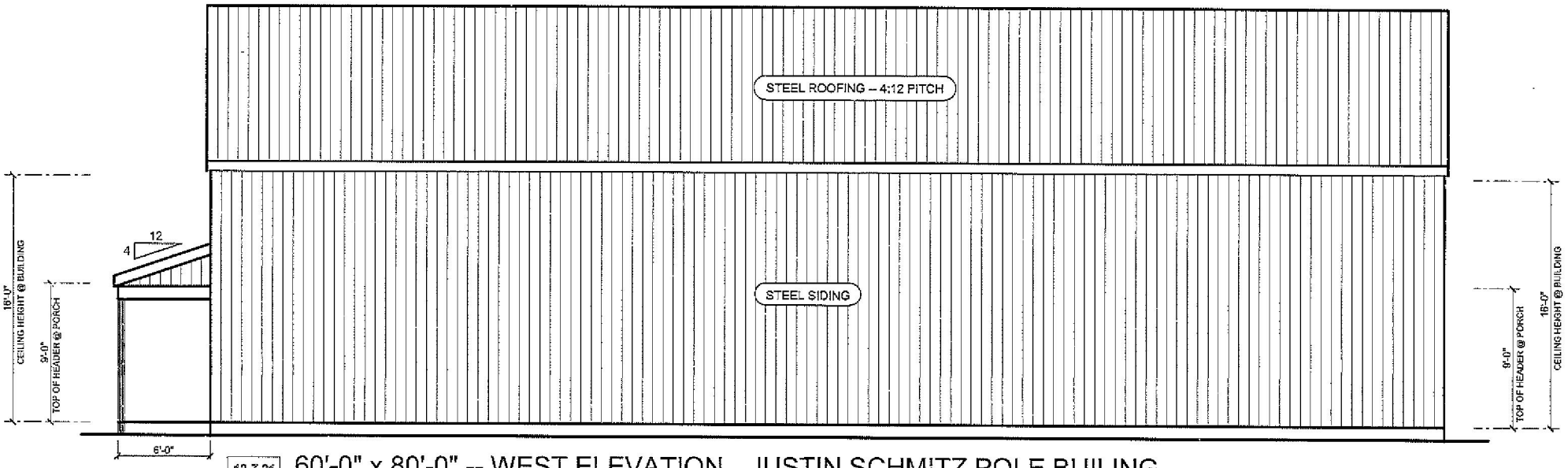


12-7-21 60'-0" x 80'-0" -- EAST ELEVATION JUSTIN SCHMITZ POLE BUILING

SPAHN & ROSE JESUP, IA

JUSTIN SCHMITZ – (319) 269 - 2687
JNKSCHMITZ@MSN.COM

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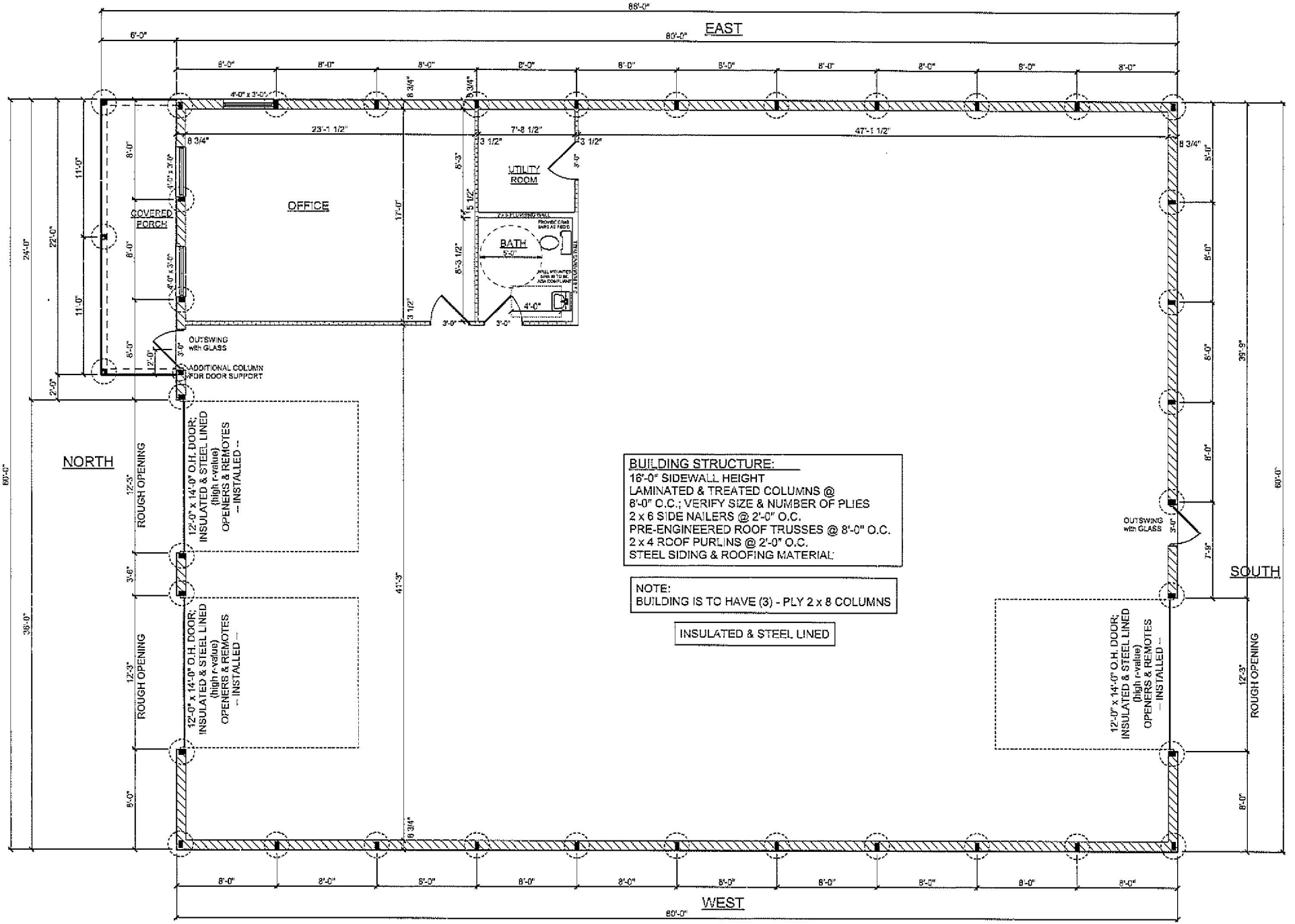


12-7-21 60'-0" x 80'-0" -- WEST ELEVATION JUSTIN SCHMITZ POLE BUILING

SPAHN & ROSE JESUP, IA

JUSTIN SCHMITZ – (319) 269 - 2687
JNKSCHMITZ@MSN.COM

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60'-0" x 80'-0" -- POLE LAYOUT

JUSTIN SCHMITZ POLE BUILING

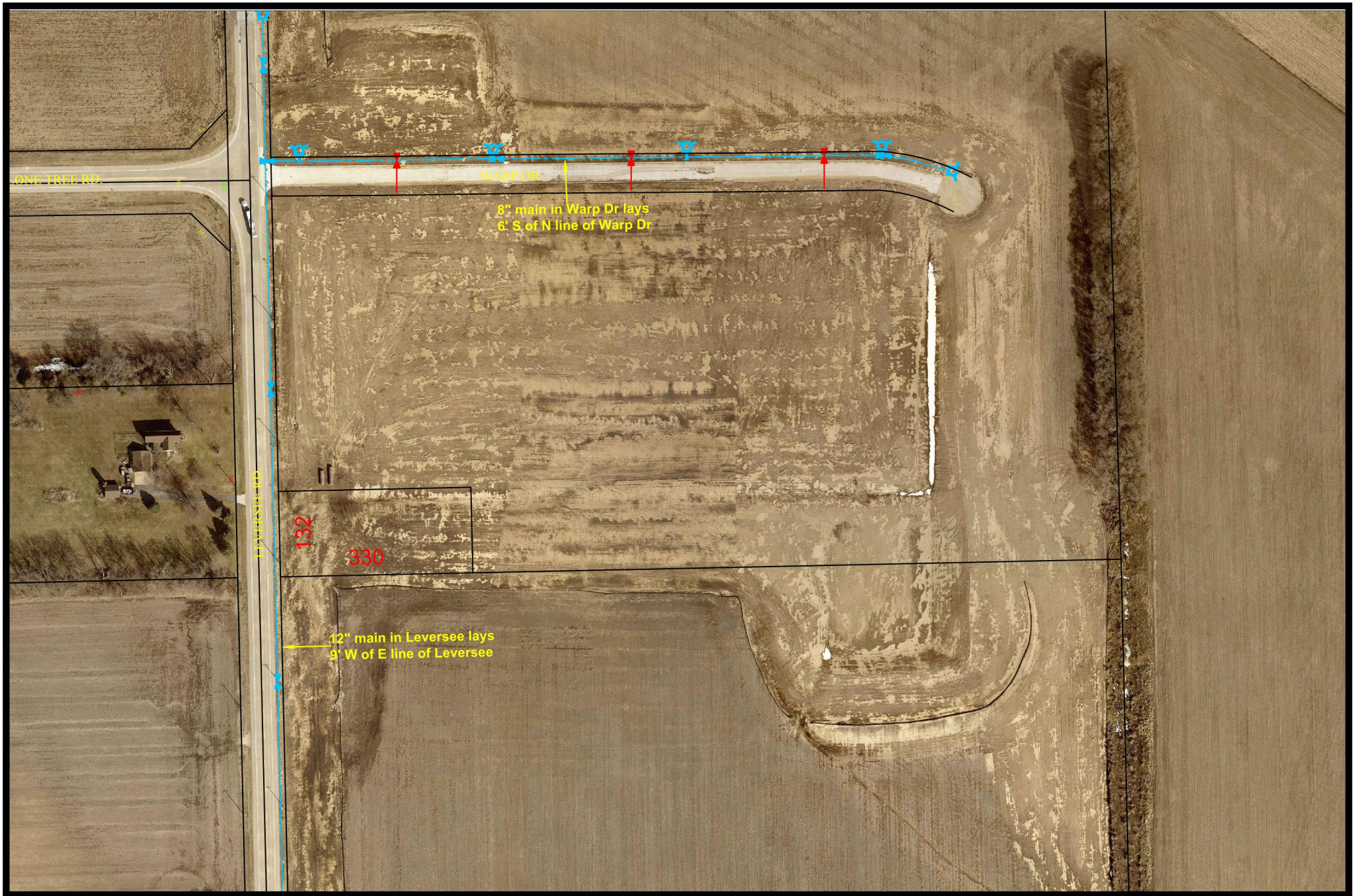
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12-7-21

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VERIFY LOCATION & END USE OF BUILDING FOR PROPER DESIGN OF BUILDING COMPONENTS; CONSTRUCTION TECHNIQUES, AND STRUCTURAL REQUIREMENTS CONFORMING TO ALL STATE & LOCAL CODES & ORDINANCES SHOULD BE VERIFIED BY A LICENSED ENGINEER OR ARCHITECT



PLEASE NOTE

THIS MAP DOES NOT REPRESENT A SURVEY, NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREIN, EITHER EXPRESSED OR IMPLIED BY BLACK HAWK COUNTY OR THE WATERLOO WATER WORKS OR THEIR EMPLOYEES. BLACK HAWK COUNTY AND THE WATERLOO WATER WORKS MAKES NO WARRANTY, EXPRESSED OR IMPLIED AS TO THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP, AND EXPRESSLY DISCLAIMS LIABILITY FOR THE ACCURACY.

WATERLOO WATER WORKS

325 Sycamore Street
P O Box 27
Waterloo, Iowa 50704
Ph 319-232-6280 Fax 319-232-1962

13

APPLICATION SITE PLAN AMENDMENT TO A "R-P", "M-P", "C-P", "B-P", "S-1" OR "C-Z" DISTRICT
CITY OF WATERLOO PLANNING, PROGRAMMING, AND ZONING COMMISSION, WATERLOO, IOWA
319.291.4366

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

1. APPLICATION INFORMATION:

a. Applicant's name (please print): Top Notch Tile and Construction LLC.
Address: 1101 Fleur Drive Phone (319) 269-2887 Fax: ____
City: Waterloo State: Iowa Zip: 50701
Email: Inkschmitz@msn.com

b. Status of applicant: (a) Owner ____ (b) Other X (CHECK ONE): If other explain: Working with Noel Anderson on Deed Agreement

c. Property owner's name if different than above (please print): City of Waterloo
Address: 715 Mulberry St Phone: 291-4366 Fax: ____
City: Waterloo State: ____ Zip: 50703
Email: ____

2. PROPERTY INFORMATION:

a. General location of site plan to be amended: Approximately 700' East of the intersection of Leversee Ln / Lone Tree Rd Intersection
b. Legal description of property or portion to be amended: Lot 3, Waterloo Air and Rail Park 1st Addition.
c. Dimensions of proposed site plan amendment: ____
d. Area of proposed site plan amendment: ____
e. Current zoning: M-2, P
f. Reason(s) for site plan amendment and proposed use(s) of property: New 4,800 SQ' Building for Construction Business and Future Expansions.
g. Conditions (if any) agreed to (does not affect existing conditions unless specified): ____
h. Other pertinent information (use reverse side if necessary): Received Approval of Early Access Agreement to Begin Prep of Land

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.

Signature of Applicant — 1-6-22 Date — Signature of Owner — 1.06.22 Date

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as March 7, 2022, to authorize the sale and conveyance of property located on the easterly end of Warp Drive, to Top Notch and Construction, LLC, in the amount of $1.00, and to approve a Development Agreement and Minimum Assessment Agreement in the amount of $250,000.00, for the development of a 4,800 square foot building with additional phases, and instruct the City Clerk to publish notice.

City Council Meeting: 2/21/2022
Prepared: 2/11/2022

ATTACHMENTS:

	Description	Type
	Development Agreement	Backup Material
	Site Plan	Backup Material

SUBJECT:	Resolution setting date of public hearing as March 7, 2022, to authorize the sale and conveyance of property located on the easterly end of Warp Drive, to Top Notch and Construction, LLC, in the amount of $1.00, and to approve a Development Agreement and Minimum Assessment Agreement in the amount of $250,000.00, for the development of a 4,800 square foot building with additional phases, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Set date of hearing
Summary Statement:	The City of Waterloo has recently constructed Warp Drive for smaller lot development in the Waterloo Air and Rail Park. This northern end of the industrial park is set up for non-rail using industries and businesses. Top Notch Construction will be the first new business to locate on Warp Drive.
Neighborhood Impact:	The beginning project of the industrial area will help to draw additional development and tax base for the City of Waterloo.
Data/Analysis and Strategies:	The City of Waterloo has been working to create shovel-ready lots and industrial parks. This project will help to continue that trend forward.
Implementation, Accountability, and Communication:	Notice was sent out, per State Code, for the Site Plan Amendment process for this process. No concerns from neighbors, etc. were received.
Community Engagement Methods:	Notice was sent out, per State Code, for the Site Plan Amendment process for this process. No concerns from neighbors, etc. were received.
Expenditure Required/Source of Funds:	None
Alternative:	Not approve

Legal Descriptions:	The Westerly one-half of Lot 3, Waterloo Air and Rail Park, 1st Addition, City of Waterloo, Black Hawk County, Iowa.

Prepared by Christopher S. Wendland, P.O. Box 596, Waterloo, IA 50704 Phone (319) 234-5701

DEVELOPMENT AGREEMENT – Phased Development

This Development Agreement (the "Agreement") is entered into as of 2-7-22, by and between Top Notch Tile and Construction, LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. In furtherance of the objectives of Chapter 403 of the Code of Iowa, 2015, as amended (the "Urban Renewal Act"), City is engaged in carrying out urban renewal project activities in an area known as the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Airport Area Development Plan area ("Urban Renewal Area").

B. Company is willing and able to finance and construct buildings and related improvements on property located in the Urban Renewal Area, which property is legally described on Exhibit "A" attached hereto (the "Project Property" or "Property").

C. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal, and the City further believes that the project is in the vital and best interests of the City and that the project and such incentives are in accordance with the public purposes and provisions of applicable State and local laws and requirements under which the project has been undertaken and is being assisted.

AGREEMENT

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

1. **Sale of Property; Title.** Subject to the terms hereof, City shall convey to Company the Project Property for the sum of $1.00 (the "Purchase Price"). Conveyance shall be by quit claim deed, free and clear of all encumbrances arising by or through City except: (a) easements, servitudes, conditions and restrictions of record; (b) general utility and right-of-way easements serving the Project Property; and (c)

restrictions imposed by the City zoning ordinances and other applicable law. City shall have no duty to convey title to Company until Company delivers to City reasonable and satisfactory proof of financial ability to undertake and carry on the Phase 1 Improvements (defined below), which may take the form of a lending commitment letter. Company shall, at its own expense, prepare an updated abstract of title, or in lieu thereof Company may, at its own expense, obtain whatever form of title evidence it desires. City shall provide any title documents it has in its possession, including any abstracts, to assist in title review. If title is unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Company, Company may terminate this Agreement without further obligation and return the abstract of title to City.

2. **Phased Development.** The parties contemplate that Company will develop the Project Property in phases, each of which is generally described as follows, although more detailed plans for each phase will be developed at one or more future dates:

A. Phase 1. A commercial building of approximately 4,800 square feet (the "Phase 1 Improvements").

B. Phase 2. An addition or expansion to the Phase 1 Improvements of 7,200 square feet on the Project Property (the "Phase 2 Improvements").

Improvements to the Project Property completed within the schedule established by Section 4 below will be eligible for the benefits provided for in this Agreement, and any Phase of the Improvements not completed within the prescribed period will not be eligible for said benefits.

2.1. **Phase 3 Option.** Company shall have the option to acquire the real property described on Exhibit "A-1" attached hereto (the "Phase 3 Property") on the terms set forth in this Section. To exercise said option, Company shall deliver written notice of exercise to City within five (5) years from the date of this Agreement, or said option shall lapse. Upon City's receipt of said notice, the parties shall negotiate a new development agreement with respect to said project, pursuant to which Company shall construct a commercial building of no less than 4,800 square feet and related improvements at an agreed minimum assessed value, supported by such development incentives to which the parties may agree, including but not limited to Company's purchase of the Phase 3 Property from the City for the sum of $1.00.

3. **Improvements by Company.** Company shall construct on the Project Property the improvements described in Section 2 above, and related landscaping, paving, signage and parking improvements (collectively, the "Improvements"). Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. For each phase, City may require that Company submit specific building designs and site plans for City review and approval. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Project Property, the Improvements, and all site preparation and development-related work to make any of the Project Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project".

4. **Timeliness of Conveyance and Construction; Possibility of Reverter.** The parties agree that Company's commitment to undertake the Project and to construct the Improvements in a timely manner constitutes a material inducement for the City to convey the Project Property, or to cause the Project Property to be conveyed, to Company and that without said commitment City would not do so.

A. Deadlines to commence and complete. Subject to Unavoidable Delays (defined below), Company must obtain a building permit and begin construction on Phase 1 Improvements within six (6) months after the date of this Agreement (the "Phase 1 Start Date") and must complete construction within fourteen (14) months after the date of this Agreement (the "Phase 1 Completion Deadline"). If Company desires to undertake the Phase 2 Improvements, it must complete construction of same within twelve (12) months after commencement of construction (the "Phase 2 Completion Deadline") in order to qualify for the tax rebates set forth in Section 9. For any phase, completion of construction shall be evidenced by issuance of an occupancy permit.

B. Events triggering reverter of title. If, by the Phase 1 Start Date, Company has not in good faith begun construction of the Improvements upon the Project Property, then the City may terminate this Agreement following Company's failure to begin construction within thirty (30) days following written notice of default from City. If development has commenced by the Phase 1 Start Date or within any agreed period of extension, or with respect to Phase 2 such development has commenced, and is stopped and/or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each such condition or event being an "Unavoidable Delay"), the requirement that construction is to be completed by the respective Phase Completion Deadline shall be tolled for a period of time equal to the period of such stoppage or delay, and thereafter if construction is not completed within the allowed period of extension the City may terminate this Agreement following Company's failure to diligently undertake construction within thirty (30) days following written notice of default from City. If at any time Company fails to diligently undertake construction and other activities necessary for completion of Phase 1 Improvements, then City may terminate this Agreement following Company's failure to resume and diligently carry on construction to City's satisfaction within thirty (30) days following written notice of default from City. For clarification, Company's failure to timely complete construction of Phase 2 Improvements shall not trigger a reverter of title as to any of the Project Property.

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 Project Property that is free and clear of any lien, claim, charge, security interest, mortgage or encumbrance (collectively, "Liens") arising by or through Company. Concurrently with delivery of the deed, Company shall also deliver to City the abstract of title. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the Project Property. ***Appointment of Attorney in Fact:*** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within thirty (30) days of written demand by City, then City shall be authorized to execute, on Company's behalf and as its attorney-in-fact, the special warranty deed required by this Section, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact.

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

6. **No Encumbrances; Limited Exception.** Until completion of the Improvements, Company agrees that it shall not create, incur, or suffer to exist any

Liens on the Project Property, other than such mortgage or mortgages as may be reasonably necessary to finance Company's completion of the Improvements and of which Company notifies City before Company executes any such mortgage. Company may not mortgage the Project Property or any part thereof for any purpose except in connection with financing of the Improvements.

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

8. **Minimum Assessment Agreement.** Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Project Property. Company further agrees that prior to the date set forth in Section 2 of the Minimum Assessment Agreement (the "MAA") attached hereto as Exhibit "B" it will not seek or cause a reduction in the taxable valuation for the Project Property as improved pursuant to this Agreement, which shall be fixed for assessment purposes, below the amount of $250,000.00 (the "Phase I Minimum Actual Value"), through:

(i) willful destruction of the Project Property, the Phase 1 Improvements, or any part of either;

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

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

Company agrees to execute and deliver the MAA concurrently with execution and delivery of this Agreement. In connection with construction of Phase 2 Improvements, the parties will execute and record an amendment to the MAA for the purpose of increasing the Minimum Actual Value to an amount that reflects the value added by Phase 2 Improvements. The parties anticipate that Phase 1 Improvements and Phase 2 Improvements together shall have a minimum actual value of no less than $538,000.00.

9. **Phase 2 Tax Rebates.** Provided that Company has completed all Phase 1 Improvements and Phase 2 Improvements as contemplated by this Agreement before the respective Completion Deadline for each phase and has executed an amendment to the MAA as set forth in Section 8 above, City agrees to rebate property tax (with the exceptions noted below) with respect to Phase 2 Improvements, as follows:

Year One through Year Five	50% rebate each year

for any taxable value over the Minimum Actual Value of Phase 1 Improvements (each such payment is a "Rebate"). Each Rebate is payable in respect of a given property tax fiscal year (a "Fiscal Year") only to the extent that (a) Company has actually paid general property taxes due and owing for such Fiscal Year and (b) the city council has made an appropriation for the payment of the Rebate. To receive a Rebate for a given Fiscal Year, Company must, within twelve (12) months after the due date of the last installment of the property taxes for the respective Fiscal Year (i.e., the "March Installment"), submit a completed Rebate request to City on the form provided by or otherwise satisfactory to City. A failure to timely submit a request for a Rebate for a Fiscal Year will result in a forfeiture of the right to request a Rebate for such Fiscal Year. City agrees to consider a completed application for a Rebate within sixty (60) days after submission of the application to City.

The taxable value of the Property as a result of the Phase 2 Improvements must be increased by a minimum of 10% and must increase the annual tax by a minimum of

$500.00. Rebates shall not be paid based on any special assessment levy, debt service levy, or any other levy that is exempted from treatment as tax increment financing under the provisions of applicable law. The first Fiscal Year in respect of which a Rebate may be given ("Year One") shall be the first full Fiscal Year for which the assessment is based upon the completed value of the Improvements and not based on a prior Fiscal Year for which the assessment is based solely upon (x) the value of the Property, or upon (y) the value of the Property and a partial value of the Improvements due to partial completion of such Improvements or a partial Fiscal Year.

As an example of the above provision, in the event the Improvements on the Property are completed prior to January 1, 2025 and the Property and Improvements are assessed as fully completed based on the Plans, as may be revised, the property taxes that would be assessed based on the January 1, 2025 assessed value would be for the Fiscal Year ending June 30, 2027, with the taxes payable one-half by September 30, 2026 and one-half by March 31, 2027, then the first Rebate could be applied for after March 31, 2027 and prior to April 1, 2028.

10. **Limitations on Payment of Rebates.**

A. Each payment of a Rebate is subject to annual appropriation by the city council each fiscal year. City has no obligation to make any payments to Company as contemplated under this Agreement until the city council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to City in this paragraph is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to make future payments of Rebates shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by City's bond counsel to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

B. Notwithstanding the provisions of Section 9 hereof, City shall have no obligation to make a payment of a Rebate to Company if at any time during the term hereof City fails to appropriate funds for payment; City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Property and Improvements to fund a Rebate payment to Company, as contemplated under Section 9 above, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof; or City's ability to collect Tax Increment from the Improvements and Property is precluded or terminated by legislative changes to Iowa Code Chapter 403. Upon occurrence of any of the foregoing circumstances, City shall promptly forward notice of the same to Company. If the circumstances continue for a period during which two (2) annual Rebate payments would otherwise have been paid to Company under the terms of Section 9, then City may terminate this Agreement, without penalty or other liability to City, by written notice to Company.

C. For purposes of this Agreement, "Tax Increments" shall mean the property tax revenues on the Improvements and Property received by and made available to City for deposit in an account maintained under this Agreement, the provisions of Iowa Code § 403.19 and the ordinance governing the Urban

Renewal Plan.

11. **Additional Covenants of Company.** In addition to the other promises, covenants and agreements of Company as provided elsewhere in this Agreement, Company agrees as follows with respect to each phase of Improvements:

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

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

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

D. Company will comply with all applicable land development laws and City and county ordinances, and all laws, rules and regulations relating to its businesses, other than laws, rules and regulations where the failure to comply with the same or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, or condition, financial or otherwise, of Company.

E. The Project Property will have a taxable value as set forth in the MAA and any amendments thereto, and Company agrees that the minimum actual value of the Project Property and completed Improvements as stated in the MAA and any amendments thereto will be a reasonable estimate of the actual value of the Project Property and phase Improvements for ad valorem property tax purposes. Company agrees that it will spend enough in construction of the Improvements that, when combined with the value of the Project Property and related site improvements, will equal or exceed the assessor's minimum actual value for the Project Property and Improvements as set forth in the MAA and any amendments thereto.

F. Until termination of the MAA, Company will maintain, preserve and keep the Project Property, including but not limited to the Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions.

G. During the period that any Rebate is payable to Company under this Agreement, Company agrees that (1) it will not undertake, in any other municipality in Black Hawk County, the construction or rehabilitation of any commercial property as a primary location for Company's business operations of the type to be conducted on the Project Property, and (2) it will make no conveyance, lease or other transfer of the Project Property or any interest therein that would cause the Project Property or any part thereof to be classified as exempt from taxation or subject to centralized assessment or taxation by the State of Iowa.

H. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to any and all parts of the Project Property. Company agrees that (1) it will not seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute or

regulation relating to the taxation of real property included within the Project Property that is determined by any tax official to be applicable to the Project Property or to Company, or raise the inapplicability or constitutionality of any such tax statute or regulation as a defense in any proceedings of any type or nature, including but not limited to delinquent tax proceedings, and (2) it will not seek any tax deferral, credit or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other state law, of the taxation of real property included within the Project Property.

12. **Conditions to City Funding.**

A. The complete or initial funding by City of the Rebates and other Project commitments shall be deemed an agreement of the parties that the applicable conditions to disbursement of funds shall, as of the date of such funding, have been satisfied or waived. If the conditions set forth in this Section are not satisfied at a Rebate disbursement date, this Agreement shall terminate unless a new disbursement date is established by amendment to this Agreement. The termination of this Agreement shall be the sole remedy available to City or Company if, for whatever reason, a condition set forth in this Section is not satisfied at a Rebate payment date, it being understood that each party shall nonetheless incur costs and liabilities prior thereto for which they alone are responsible. City and Company each expressly assumes all responsibility for the costs and liabilities they may each so incur prior to a Rebate payment date and agree to indemnify and hold each other harmless therefrom.

B. It is recognized and agreed that the ability of the City to perform the obligations described in this Agreement, including but not limited to the Rebate payments, is subject to completion and satisfaction of certain separate city council actions and required legal proceedings relating to the creation of a tax increment financing (TIF) district, including the holding of public hearings on the same. Further, all the obligations of City under this Agreement are subject to fulfillment, on or before each Rebate payment date, of each of the following conditions precedent:

(i) The representations and warranties made by Company in Section 14 shall be true and correct as of the Rebate disbursement date with the same force and effect as if made at such date.

(ii) Company shall be in material compliance with all the terms and provisions of this Agreement.

(iii) There has not been, as of the Rebate disbursement date, a substantial change for the worse in the financial resources and ability of Company, or a substantial decrease in the financing commitments secured by Company for construction of the Improvements, which change(s) makes it likely, in the reasonable judgment of the City, that Company will be unable to fulfill its covenants and obligations under this Agreement.

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

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

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

14. **Representations and Warranties of Company.** Company hereby

represents and warrants as follows:

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

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

C. Company has full right, title, and authority to execute and perform this Agreement and to consummate all of the transactions contemplated herein, and each person who executes and delivers this Agreement and all documents to be delivered to City hereunder is and shall be authorized to do so on behalf of Company.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of organization or bylaws of Company or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Company is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

E. Assuming due authorization, execution and delivery by the other parties hereto, this Agreement is in full force and effect and is a valid and legally binding instrument of Company that is enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

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

15. **Indemnification and Releases.**

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

B. Except for any willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any

agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) the acquisition and condition of the Project Property and the construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the Project Property, but only to the extent such liability has not been previously transferred to and accepted by the City in writing.

C. The provisions of this Section shall survive the expiration or termination of this Agreement.

16. **Obligations Contingent.** Each and every obligation of City under this Agreement is expressly made subject to and contingent upon City's completion of all procedures, hearings and approvals deemed necessary by City or its legal counsel for amendment of the urban renewal plan applicable to the Property and/or project area, all of which must be completed within 180 days from the date this Agreement is approved by the City council. If such completion does not occur, then any conveyance, benefit or incentive of any type provided by City hereunder within said 180-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same, or failing such restoration Company agrees to be liable for same or for the fair value thereof, plus interest on any sums owing at the rate of 5% per annum commencing with the date of demand for payment, if said payment is not remitted to City within 30 days.

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

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

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

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

C. Failure by Company to pay, before delinquency, all ad valorem property taxes levied on or against any of the Project Property;

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

E. Company (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (4) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of Company as a bankrupt or its reorganization under any present or future federal

bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Company, or part thereof, shall be appointed in any proceedings brought against Company and shall not be discharged within ninety (90) days after such appointment, or if Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to any of Project Property.

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

19. **Remedies.**

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

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

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

20. **Materiality of Company's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

21. **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.

22. **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.

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

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

(b) if to Company, at 1101 Fleur Drive, Waterloo, Iowa 50701, Attention: Manager.

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

24. **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.

25. **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.

26. **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.

27. **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.

28. **Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the parties hereto and their respective attorneys have contributed substantially and materially to the preparation of each and every provision of this Agreement.

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

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

31. **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.

32. **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

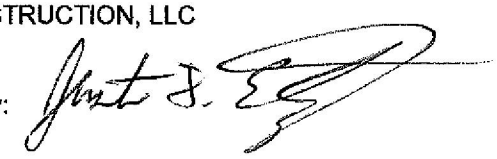
By: _____

Quentin M. Hart, Mayor

Attest: _____

Kelley Felchle, City Clerk

TOP NOTCH TILE AND CONSTRUCTION, LLC

By: 

Justin Schmitz, Manager

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

Justin Schmitz

2

EXHIBIT "A"

Legal Description of Project Property

The Westerly one-half of Lot 3, Waterloo Air and Rail Park, 1st Addition, City of Waterloo, Black Hawk County, Iowa.

2

EXHIBIT "A-1"

Legal Description of Phase 3 Property

The Easterly one-half of Lot 3, Waterloo Air and Rail Park, 1st Addition, City of Waterloo, Black Hawk County, Iowa.

2

EXHIBIT "B"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of 2-7-22, by and among the CITY OF WATERLOO, IOWA ("City"), Top Notch Tile and Construction, LLC ("Company"), and the COUNTY ASSESSOR of the City of Waterloo, Iowa ("Assessor").

WITNESSETH:

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

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Company will undertake the development of an area within the City and within the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Airport Area Development Plan area, including the construction of certain improvements as described in the Development Agreement (the "Minimum Improvements") on the Property, as provided in the Development Agreement (the "Project"); and

WHEREAS, pursuant to Iowa Code § 403.6, as amended, the City and the Company desire to establish a minimum actual value for the Property and the Minimum Improvements to be constructed thereon by Company pursuant to the Development Agreement, which shall be effective upon substantial completion of the Project and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum actual value of the land and buildings as to the Project only; and

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

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

1. Upon substantial completion of construction of the Minimum Improvements by the Company, the minimum actual taxable value which shall be fixed for assessment purposes for the Property and Minimum Improvements to be constructed thereon by the Company as a part of the Project shall not be less than $250,000.00 (the "Minimum Actual Value") until termination of this Agreement. The parties hereto agree that construction of the Minimum Improvements will be substantially completed by the Completion Deadline stated in the Development Agreement. If the Minimum Improvements are not substantially completed by said date, then the parties agree to execute an amendment to this Agreement that will extend the date specified in Section 2 below.

2. The Minimum Actual Value herein established shall be of no further force and effect, and this Minimum Assessment Agreement shall terminate, on December 31, 2033. The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

3. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property and the Minimum Improvements pursuant to the provisions of this Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Property or the Minimum Improvements by Company or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Property or the Minimum Improvements.

4. Company agrees that its obligation to make the tax payments required hereby, to pay the other sums provided for herein, and to perform and observe its other agreements contained in this Agreement shall be absolute and unconditional obligations of Company (not limited to the statutory remedies for unpaid taxes) and that Company shall not be entitled to any abatement or diminution thereof, or set off therefrom, nor to any early termination of this Agreement for any reason whatsoever.

5. Nothing herein shall be deemed to waive the Company's rights under Iowa Code § 403.6, as amended, to contest that portion of any actual value assignment

made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall the Company seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement. Nothing herein shall limit the discretion of the Assessor to assign at any time an actual value to the land and Minimum Improvements in excess of the Minimum Actual Value.

6. Company agrees that during the term of this Agreement it will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Property or the Minimum Improvements determined by any tax official to be applicable to the Property or the Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) seek any tax deferral, credit or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other state law, of the taxation of real property, including improvements and fixtures thereon, contained in the Property or the Minimum Improvements; or

(c) request the Assessor to reduce the Minimum Actual Value; or

(d) appeal to the board of review of the city, county, state or to the Director of Revenue of the State of Iowa to reduce the Minimum Actual Value; or

(e) cause a reduction in the actual value or the Minimum Actual Value through any other proceedings.

7. This Agreement shall be promptly recorded by the City with the Recorder of Black Hawk County, Iowa. The City shall pay all costs of recording.

8. Neither the preambles nor provisions of this Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

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

10. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, including but not limited to future owners of the Project property.

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

By: _____
Quentin M. Hart, Mayor

By: _____
Justin Schmitz, Manager

By: _____
Kelley Felchle, City Clerk

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

On this _____ day of _____, before me, a Notary Public in and for the State of Iowa, personally appeared Quentin M. Hart and Kelley Felchle, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

_____
Notary Public

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

Subscribed and sworn to before me on _____, by Justin Schmitz as Manager of Top Notch Tile and Construction, LLC.

_____
Notary Public

CERTIFICATION OF ASSESSOR

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

_____

Assessor for Black Hawk County, Iowa

_____

Date

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

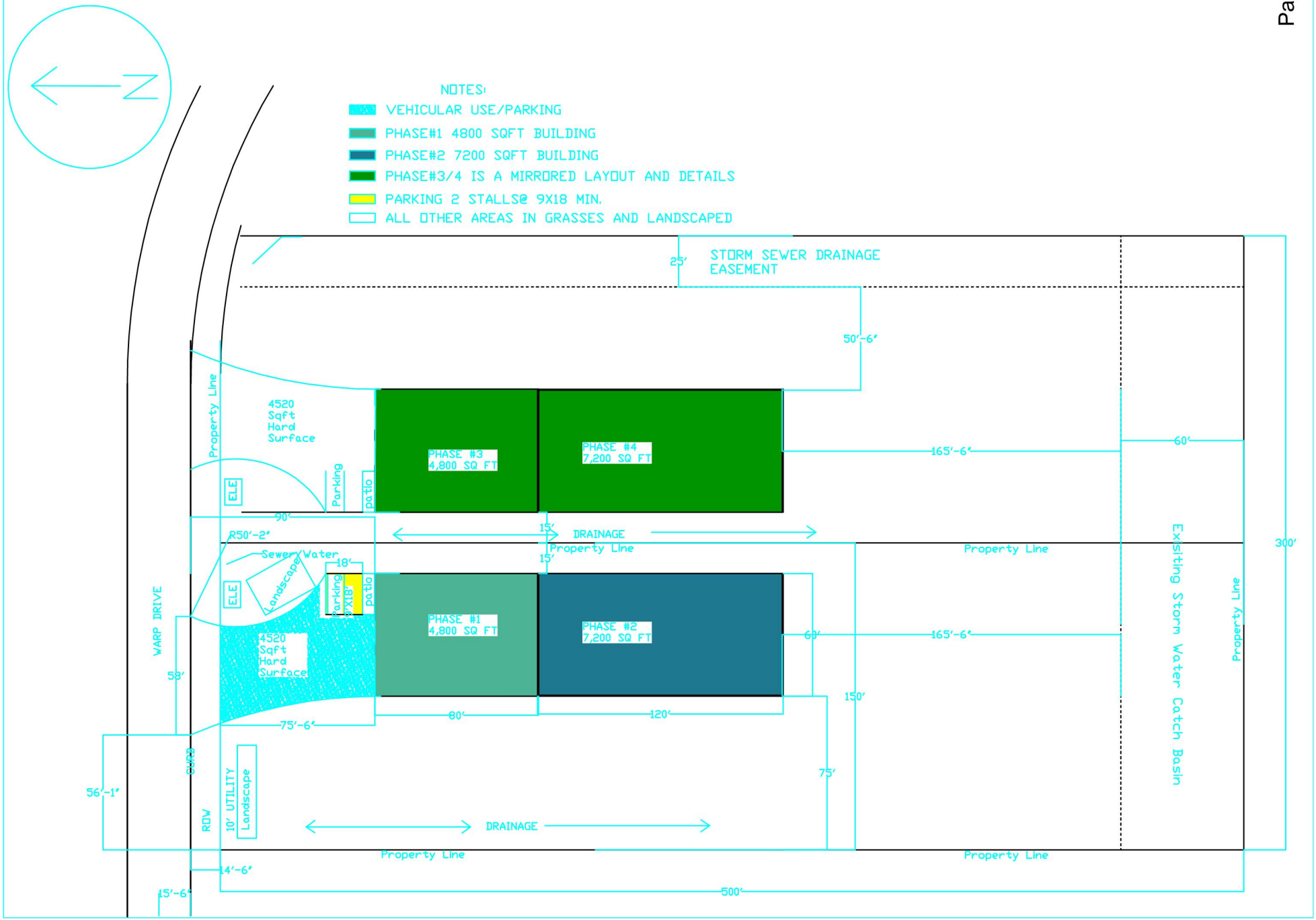
Subscribed and sworn to before me on _____, by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

_____

Notary Public

2

180 WARP DRIVE LOT#3 WATERLOO AIR AND RAIL PARK 1ST ADDITION



CITY OF WATERLOO

Council Communication

Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as March 10, 2022 and date of public hearing as March 21, 2022, in conjunction with the FY 2022 Reconstruction Program, Contract No. 1057, and instruct the City Clerk to publish said notice.

City Council Meeting: 2/21/2022
Prepared: 2/9/2022

ATTACHMENTS:

	Description	Type
	Cont 1057_street list	Backup Material

SUBJECT:	Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as March 10, 2022 and date of public hearing as March 21, 2022, in conjunction with the FY 2022 Reconstruction Program, Contract No. 1057, and instruct the City Clerk to publish said notice.
Submitted by:	Submitted By: Dennis Gentz, PE, Assistant City Engineer
Summary Statement:	Plans prepared by the City Engineer's Office.
Implementation, Accountability, and Communication:	Local Option Sales Tax Funds
Expenditure Required/Source of Funds:	TBD

F.Y. 2022 STREET RECONSTRUCTION

Street	From	To	Ward	Block(s)
*11th Street East	Bridge	Sycamore Street	4	100 blk
Edgemont Avenue	Ridgeway Avenue	Cataract Avenue	5	2100 blk
Kimball Avenue Frontage Road	Brookeridge Drive	Rachael Street	2	3400-3600 blk
Oneida Street	Jackson Street	Mobile Street	4	400-600 blk
*Park Avenue East	Bridge	Sycamore	4	100 blk
Pheasant Lane	San Marnan Drive	Brookeridge Drive	2	3700-3800 blk
Progress Avenue	Greenhill Road	University Avenue	1	600-1000 blk
Ridgemont Rd.	Monticello Ave. Intersection		1	
Sears Street	San Marnan Drive	Weis Court	2	1900 blk
Webster Street	4th Street East	Barclay Street North	4	300-400 blk

*Reconstructed as part of bridge replacements

CITY OF WATERLOO

Council Communication

Resolution approving the request of Grace Williams, for tax exemptions on the construction of a single duplex unit valued at $416,515 for property located at 102 Cathy Jean Court, and located in the City Limits Urban Revitalization Area (CLURA).

City Council Meeting: 2/21/2022
Prepared: 2/8/2022

ATTACHMENTS:

Description	Type
CLURA 102 Cathy Jean Court Form	Backup Material
CLURA 102 Cathy Jean Court Map	Backup Material

SUBJECT:	Resolution approving the request of Grace Williams, for tax exemptions on the construction of a single duplex unit valued at $416,515 for property located at 102 Cathy Jean Court, and located in the City Limits Urban Revitalization Area (CLURA).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Unit A in Building 1 and the undivided percentage interest in the common elements in Magnolia Villas Condominiums of Waterloo, Black Hawk County, Iowa.

For Office Use Only	
Date Received:	2/1/22
Received by:	SFH
Staff to make a copy for applicant	

CITY LIMITS URBAN REVITALIZATION APPLICATION

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

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

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

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

NAME: Grace Williams **SIGNATURE:** gwilliams

ADDRESS: 102 Cathy Jean Ct. **EMAIL:** gwilliams@poscorp.com

TELEPHONE: 319.230.6973 **DATE:** 2/1/22

A. What is the *Address* of the property being improved? 102 Cathy Jean Ct.

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

Unit A in Building 1 and the undivided percentage interest in the common elements in Magnolia Villas Condominiums of Waterloo, Black Hawk County, IA.

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

new build

C. City of Waterloo Building and Inspections Department Information:

Permit Number: WA17897 Date permit was issued: 12/31/20 Total permit(s) valuation: $325,000

D. What was the cost of the new construction? $416,515

E. Estimated or actual date of completion of this new construction? 5/27/21

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

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor


GEORGETOWN DR
QUAIL PL
PINE VIEW PL
KINGSWOOD PL
PINEHURST CT
PINEHURST LN
W 4TH ST
WEST HILLS LN
CATHY JEAN CT
KIMBERLY LN
TRENT LN
WESTCHESTER RD
WHISTLING STRAITS LN
BRADLEY RD
N
W
E
S

CITY OF WATERLOO

Council Communication

Resolution approving the request of Jennifer Kane, for tax exemptions on the construction of a new single family home valued at $500,000 for property located at 1107 Partridge Lane, and located in the City Limits Urban Revitalization Area (CLURA).

City Council Meeting: 2/21/2022
Prepared: 1/31/2022

ATTACHMENTS:

Description	Type
CLURA 1107 Partridge Lane Form	Backup Material
CLURA 1107 Partridge Lane Map	Backup Material

SUBJECT:	Resolution approving the request of Jennifer Kane, for tax exemptions on the construction of a new single family home valued at $500,000 for property located at 1107 Partridge Lane, and located in the City Limits Urban Revitalization Area (CLURA).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Audubon Heights 4th Addition Lot #11

dotloop signature verification: dlp.us/c2U3-PQmX-w52o

For Office Use Only
Date Received: 1/27/22
Received by: SEH
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

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

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

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

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

NAME: Jennifer Kane

SIGNATURE: Jennifer Kane (dotloop verified 01/26/22 2:53 PM CST HJVD-SPPA-QTQI-OREX)

ADDRESS: 1107 Partridge Ln.

EMAIL: megankremer@skogman.com or justin@skogman.com

TELEPHONE: 319.277.7862

DATE: 1-26-2022

A. What is the *Address* of the property being improved? 1107 Partridge Ln.

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

Audubon Heights 4th Addition Lot #11

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

Single Family New Construction and Basement Finish

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 2020-0001229, 2021-00008875 Date permit was issued: 10/22/2020, 6/18/2021 Total permit(s) valuation: $307,500.00, $16,044.00

D. What was the cost of the new construction? $500,000.00

E. Estimated or actual date of completion of this new construction? 01/27/2022

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

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

T.J. Koenigsfeld
Black Hawk County Assessor

_____ DENIED


WAXWING WAY
FALCON RG
PARTRIDGE LN
W SHAULIS RD

CITY OF WATERLOO

Council Communication

Resolution approving the request by Maple Lanes for tax exemptions on a commercial building with improvements valued at $3,410,219 for property located at 2608 University Avenue, and located in the Consolidated Urban Revitalization Area (CURA).

City Council Meeting: 2/21/2022
Prepared: 2/8/2022

ATTACHMENTS:

	Description	Type
🗋	CLURA 2608 University Avenue Form	Backup Material
🗋	CURA 2608 University Avenue Map	Backup Material

SUBJECT:	Resolution approving the request by Maple Lanes for tax exemptions on a commercial building with improvements valued at $3,410,219 for property located at 2608 University Avenue, and located in the Consolidated Urban Revitalization Area (CURA).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Kearns Addition Lot 96, Lot 97, Lot 98, and Lot 99

For Office Use Only
Date Received: 2/1/22
Received by: SEH
Staff to make a copy for applicant

CONSOLIDATED URBAN REVITALIZATION AREA

APPLICATION FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE CONSOLIDATED URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The Consolidated Urban Revitalization Area (CURA) allows property tax exemptions on improvements to property located within its boundaries that meet the following criteria:

1. At least a 10% improvement to the value of the residential property. At least a 15% improvement to the value of commercial property if a building was previously on the site. If commercial property was previously vacant, all actual value added by the improvements is eligible for tax exemption.
2. Be located within the CURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
3. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.

Please fill out the following information for your application to be submitted to the City Council.

NAME: Maple Lanes
ADDRESS: 2608 University Ave Waterloo, IA
TELEPHONE: 319-234-1414
SIGNATURE: Kstevens
EMAIL: kathyeighme@hotmail.com
DATE: 2/1/22

A. What is the *Address* of the property being improved? 2608 University Ave Waterloo, IA

What is the *Legal Description* of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)?
KEARNS ADDITION LOT 96 LOT 97 LOT 98 LOT 99

B. Indicate desired exemption schedule: (1 or 2)

1. ____ One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
2. xxxx A partial exemption on the actual value added by improvements according to the following schedule:

a. First Year---------80%
b. Second Year------70%
c. Third Year---------60%
d. Fourth Year-------50%
e. Fifth Year---------40%
f. Sixth Year---------40%
g. Seventh Year------30%
h. Eighth Year--------30%
i. Ninth Year---------20%
j. Tenth Year---------20%

C. What was the nature of the improvement(s)?
Restoration post arson fire and expansion to the building.

D. If this is not a single-family dwelling unit, which you own and reside in, will these improvements create a displacement of your tenants?_____ Yes xxxx No

DO NOT Write Below this line – Office Use Only

E. City of Waterloo Building and Inspections Department Information:
Permit Number: 2020-8000855 Date permit was issued: June 26 2020 Total permit(s) valuation: $3,410,219

F. What was the cost of the improvement? $3,410,219

G. Estimated or actual date of completion of these improvements? 2/1/2022

Note: The improvements to your home or business may not change the assessed value.
Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

CITY OF WATERLOO OFFICE USE ONLY

____ APPROVED DATED: _____ RESOLUTION NO: _____

____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

____ APPROVED DATED: _____

____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor


HICKORY ST
MAXWELL ST
KUNZ DR
FALLS AVE
CARTER ST
HARTMAN AVE
WILBUR AVE
CHALMERS AVE
ANSBOROUGH AVE
THORNDALE AVE
JANNEY AVE
SAGER AVE
UNIVERSITY AVE
ELEANOR DR
JULIAN AVE
SYLVIA AVE
DOROTHY DR
DOWNING AVE
N
W
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CITY OF WATERLOO

Council Communication

Resolution approving the request of Patricia M. Holcomb, for tax exemptions on the construction of a new single duplex unit valued at $414,000 for property located at 128 Bergen Drive, and located in the City Urban Revitalization Area (CURA).

City Council Meeting: 2/21/2022
Prepared: 1/28/2022

ATTACHMENTS:

Description	Type
CLURA 128 Bergen Drive Form	Backup Material
CLURA 128 Bergen Drive Map	Backup Material

SUBJECT:	Resolution approving the request of Patricia M. Holcomb, for tax exemptions on the construction of a new single duplex unit valued at $414,000 for property located at 128 Bergen Drive, and located in the City Urban Revitalization Area (CURA).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Urban Revitalization Area Plan.
Data/Analysis and Strategies:	CURA
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Unit A, Building 8 and the undivided interest in the common elements appurtenant thereto, in Gardner Addition Condominiums Declaration filed September 22, 2021, and recorded in Doc. 2022-6335, being part of Lots 1 and 2 of Gardner Addition, Waterloo, Black Hawk County, Iowa.

For Office Use Only
Date Received: 1/27/22
Received by: SH
Staff to make a copy for applicant

CONSOLIDATED URBAN REVITALIZATION AREA

APPLICATION FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE CONSOLIDATED URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The Consolidated Urban Revitalization Area (CURA) allows property tax exemptions on improvements to property located within its boundaries that meet the following criteria:

1. At least a 10% improvement to the value of the residential property. At least a 15% improvement to the value of commercial property if a building was previously on the site. If commercial property was previously vacant, all actual value added by the improvements is eligible for tax exemption.
2. Be located within the CURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
3. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.

Please fill out the following information for your application to be submitted to the City Council.

NAME: Patricia Holcomb
ADDRESS: 2548 Glenda Dr.
TELEPHONE: 319-231-5170
SIGNATURE: Patricia M. Holcomb
EMAIL: pmh9790@yahoo.com
DATE: 01-27-22

A. What is the *Address* of the property being improved? 128 Bergen Drive

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

see attached

B. Indicate desired exemption schedule: (1 or 2)

1. ____ One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
2. X A partial exemption on the actual value added by improvements according to the following schedule:

a. First Year----------80%
b. Second Year-----70%
c. Third Year---------60%
d. Fourth Year-------50%
e. Fifth Year---------40%
f. Sixth Year---------40%
g. Seventh Year------30%
h. Eighth Year--------30%
i. Ninth Year---------20%
j. Tenth Year---------20%

C. What was the nature of the improvement(s)?

New construction duplex

D. If this is not a single-family dwelling unit, which you own and reside in, will these improvements create a displacement of your tenants?_____ Yes ___X___ No

DO NOT Write Below this line – Office Use Only

E. City of Waterloo Building and Inspections Department Information:

Permit Number: 21-9819 Date permit was issued: 12.2.2021 Total permit(s) valuation: $325,000

F. What was the cost of the improvement? $414,208.00

G. Estimated or actual date of completion of these improvements? 04-30-22

Note: The improvements to your home or business may not change the assessed value.
Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

CITY OF WATERLOO OFFICE USE ONLY

____ APPROVED DATED: _____ RESOLUTION NO: _____

____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

____ APPROVED DATED: _____

____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor

Number: 999800020994
Recorded: 12/22/2021 at 3:06:21.0 PM
County Recording Fee: $0.00
Iowa E-Filing Fee: $0.00
Combined Fee: $0.00
Revenue Tax:
Sandie L. Smith, RECORDER
Black Hawk County, Iowa

REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT
TO BE COMPLETED BY TRANSFEROR

TRANSFEROR:
Name: GBS Development, LLC
Address: 4426 Wynnewood Drive, Cedar Falls, IA 50613
Number and Street or RR, City, Town or P.O., State Zip

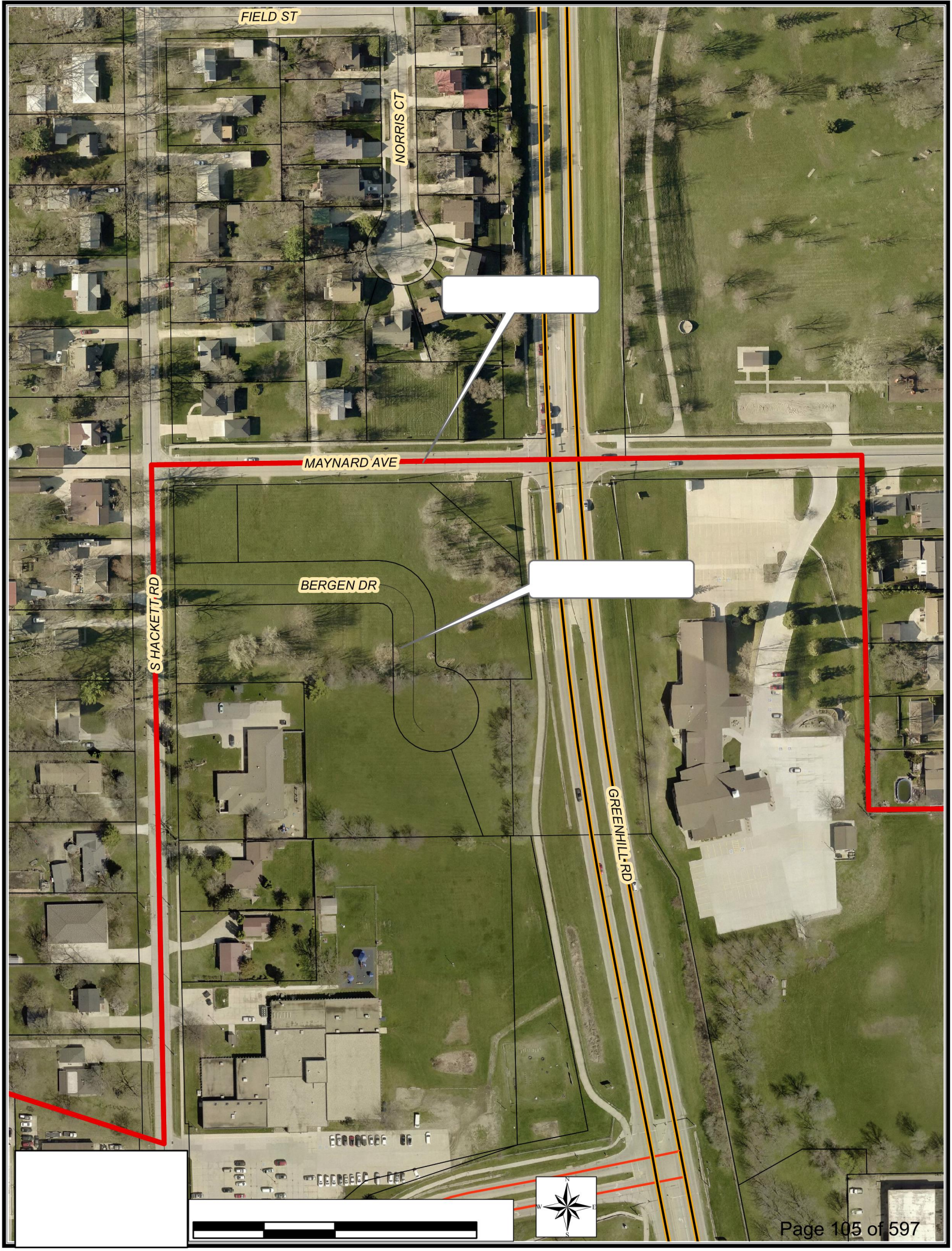
TRANSFEREE:
Name: Patricia M. Holcomb
Address: 128 Bergen Drive, Waterloo, IA 50701
Number and Street or RR, City, Town or P.O., State Zip

Address of Property Transferred:
128 Bergen Drive, Waterloo, Iowa 50701

Legal Description of Property: (Attach if necessary)
Unit A, Building 8 and the undivided interest in the common elements appurtenant thereto, in Gardner Addition Condominiums Declaration filed September 22, 2021, and recorded in Doc. No. 2022-6335, being a part of Lots 1 and 2 of Gardner Addition, Waterloo, Black Hawk County, Iowa.

1. **Wells (check one)**
   - ☑ There are no known wells situated on this property.
   - ☐ There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.
2. **Solid Waste Disposal (check one)**
   - ☑ There is no known solid waste disposal site on this property.
   - ☐ There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.
3. **Hazardous Wastes (check one)**
   - ☑ There is no known hazardous waste on this property.
   - ☐ There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.
4. **Underground Storage Tanks (check one)**
   - ☑ There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
   - ☐ There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.
5. **Private Burial Site (check one)**
   - ☑ There are no known private burial sites on this property.
   - ☐ There is a private burial site on this property. The location(s) of the site(s) and known identifying

FILE WITH RECORDER **DNR form 542-0960 (July 18, 2012)**


FIELD ST
NORRIS CT
MAYNARD AVE
BERGEN DR
S HACKETT RD
GREENHILL RD

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as March 7, 2022, on the proposed issuance of not to exceed $3,500,000.00 General Obligation Urban Renewal Bonds (ECP-UR-1).

City Council Meeting: 2/21/2022
Prepared: 2/9/2022

ATTACHMENTS:

Description	Type
Council Comm ECP-UR Convention Center	Backup Material

SUBJECT:	Resolution setting date of public hearing as March 7, 2022, on the proposed issuance of not to exceed $3,500,000.00 General Obligation Urban Renewal Bonds (ECP-UR-1).
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Recommended Action:	The bonds will be sold to provide funds to pay the costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the Downtown Waterloo Urban Renewal and Redevelopment Area, such as those costs associated with the improvement, reconstruction, equipping and repair of the Waterloo Convention Center and surrounding plaza and pedestrian area.
Summary Statement:	We plan to sell the bonds later this spring. Hearing authorization is needed now in order to execute a contract for the plaza improvements. It's critical to begin construction as soon as possible in order to complete the work by September 1, 2022. We have set the hearing authority higher than the sale amount to provide flexibility.
Expenditure Required/Source of Funds:	The principal and interest will be required to be repaid in the future using property taxes through the city's debt service levy.

CITY OF WATERLOO, IOWA

CITY CLERK AND FINANCE DEPARTMENT

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

Mayor
QUENTIN HART

COUNCIL MEMBERS

MARGARET KLEIN
Ward 1

JONATHAN GREIDER
Ward 2

PATRICK MORRISSEY
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

SHARON JUON
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: February 21, 2021
Prepared: February 9, 2022
Dept. Head Signature: Michelle Weidner

Number of Attachments: None

SUBJECT: Convention Center Plaza Improvements Bond Issue Hearing

Submitted by: Michelle Weidner, Chief Financial Officer

Recommended City Council Actions:

Adopt resolutions to set the date of hearing as February 21, 2022 on the proposed issuance of the following bonds for the project classifications previously approved, as follows:

ECP-UR-1 – Not to exceed $3,500,000 General Obligation Urban Renewal Bonds (ECP-UR-6) for essential corporate urban renewal purposes, to provide funds to pay the costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plans for the Downtown Waterloo Urban Renewal and Redevelopment Area, such as those costs associated with the improvement, reconstruction, equipping and repair of the Convention Center and surrounding plaza and pedestrian area.

Summary Statement: These bonds are expected to sold this spring. Hearing authorization is needed now in order to execute a contract for the plaza improvements at the Convention Center. Its' critical to begin construction as soon as possible in order to complete the work by September 1, 2022. We have set the hearing authority higher than the bond amount expected to be sold to provide flexibility.

Expenditure Required: The principal plus interest will be required to be repaid in the future.

Source of Funds: Repayment will be made from property taxes, using the city's debt service levy.

Policy Issue: The issuance of bonds commits the city to future repayment.

Alternative: The City could choose not to sell bonds and not proceed with the projects.

CITY OF WATERLOO

Council Communication

Motion to approve Change Order No. 1 from Langman Construction, Inc., of Rock Island, Illinois, for a net decrease of $380,516.00, in conjunction with the US Highway 63 Sanitary Sewer Upgrades, Phase 1, and authorizing the Mayor to execute said documents.

City Council Meeting: 2/21/2022
Prepared: 2/7/2022

ATTACHMENTS:

	Description	Type
	Memo to Mayor and Council	Backup Material
	Change Order No. 1	Backup Material
	Change Order Contract Adjustments	Backup Material

SUBJECT:	Motion to approve Change Order No. 1 from Langman Construction, Inc., of Rock Island, Illinois, for a net decrease of $380,516.00, in conjunction with the US Highway 63 Sanitary Sewer Upgrades, Phase 1, and authorizing the Mayor to execute said documents.
Submitted by:	Submitted By: Matt Hosford, Assistant Director and Collection Systems Superintendent
Recommended Action:	Approve Change order No. 1
Expenditure Required/Source of Funds:	

CITY OF WATERLOO, IOWA

WASTE MANAGEMENT SERVICES DEPARTMENT

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

Date: February 7, 2022

To: Waterloo Mayor and City Council

From: Matthew Hosford, P.E., Waste Management Services

Re: Resolution Approving Change Order No. 1 for the US Highway 63 Sanitary Sewer Upgrades Phase I Project (Contract No. 1037)

Background Discussion

The US Highway 63 Sanitary Sewer Upgrades Phase I Project was awarded to Langman Construction, Inc. of Rock Island, IL in October of 2021. The original contract amount was $7,190,038.90. Change Order No. 1 will reduce the contract amount by $380,516.00 for a total contract price of $6,809,522.90.

The US Highway 63 Sanitary Sewer Upgrades Phase I Project benefits the City of Waterloo twofold as it increases the capacity of the sanitary sewer along Highway 63, reducing the potential for basement backs and sanitary sewer sanitary sewer overflows, and providing a sanitary sewer overflow for the Home Park Boulevard neighborhood.

Recommended Action

It is recommended that City Council support the resolution to approve Change Order No. 1 for a contract reduction in total price of $380,516.00.

CHANGE ORDER NO. 1

Owner City of Waterloo Date January 27, 2022

Project US Highway 63 Sanitary Sewer Upgrades, Phase I

Owner's Contract No. City Contract No.1037 Contractor Langman Construction Inc.

Date of Contract Start October 18, 2021 $ 7,190,038.90

You are directed to make the following changes in the Contract Documents. Description: Realign the sanitary sewer from MH 2 to MH 10, install the sanitary sewer pipe which crosses Ansborough Avenue using open cut methods and remove the remaining pipe borings and install them using open cut methods.

Reason for Change Order: Langman Construction proposed the removal of the pipe boring, including Ansborough Avenue, which will result in a significant cost savings for the project. After a review of the proposal by AECOM and City staff it was determined this proposal was acceptable. A minor realignment is required between MH 2 and MH 10 to allow for the open cut methods to be utilized in lieu of boring. A new bid item for open cut pipe installation at Ansborough Avenue will be added to cover the extra cost of this installation. Additional rock, temporary surfacing, utility conflicts, traffic control and traffic signal work are unique to this location and create a higher unit cost for the pipe installation. An additional bid item for modified tee manholes will be added to replace the two (2) 120-inch diameter manholes proposed at Manhole 2 and Manhole 8, an additional item for Class E Revetment will be added for erosion control at the open cut pipe installation at the existing drainageways and three trees will also be added to replace trees removed due to construction.

CONTRACT PRICE		CONTRACT TIMES (Calendar Days)	To substantial completion	To final completion
Original:	$7,190,038.90	Original Completion Date:		Nov. 18, 2022
Previous CO's (ADD/DEDUCT):	$	Previous CO's (ADD/DEDUCT):		
This CO (ADD/DEDUCT):	$ (380,516.00)	This CO (ADD/DEDUCT):		28 Days
Contract Price with all approved Change Orders:	$6,809,522.90	REVISED:		
		Revised Completion Date:		Dec. 16, 2022

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

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

APPROVED:

By: _____ _____
OWNER (Authorized Signature) Date

ACCEPTED:

By: _____ 2/28/2022
CONTRACTOR (Authorized Signature) Date

AECOM, Inc.
60651387 / 1
Project Number / Change Order No.

CHANGE ORDER NO. 1
US HIGHWAY 63 SANITARY SEWER UPGRADES, PHASE 1
CITY OF WATERLOO, IA
CITY CONTRACT NO. 1037
AECOM NO. 60671367
1/27/2022

ITEM NO	ITEM CODE	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL PRICE
12	4010-A-1	24 INCH SANITARY SEWER GRAVITY MAIN - OPEN CUT	LF	$ 180.00	-93.8	$ (16,884.00)
13	4010-A-2	48 INCH SANITARY SEWER GRAVITY MAIN - OPEN CUT	LF	$ 615.00	184.9	$ 113,713.50
14	6010-A	48 INCH SANITARY SEWER GRAVITY MAIN - TRENCHLESS	LF	$ 2,000.00	-342.6	$ (685,200.00)
16	6010-A	72 INCH CIRCULAR SANITARY SEWER MANHOLE, SW-301	EA	$ 25,000.00	-1.0	$ (25,000.00)
17	6010-A	84 INCH CIRCULAR SANITARY SEWER MANHOLE, SW-301	EA	$ 26,000.00	1.0	$ 26,000.00
19	6010-A	120 INCH CIRCULAR SANITARY SEWER MANHOLE, SW-301	EA	$ 55,000.00	-2.0	$ (110,000.00)
22	7010-A	6 INCH PCC PAVEMENT	SY	$ 100.00	74.0	$ 7,400.00
23	7010-A	8 INCH PCC PAVEMENT	SY	$ 100.00	179.2	$ 17,920.00
25	7010-E	6 INCH PCC CURB AND GUTTER	LF	$ 50.00	244.0	$ 12,200.00
27	7030-B	CURB AND GUTTER REMOVAL	LF	$ 10.00	244.0	$ 2,440.00
28	7040-H	PAVEMENT REMOVAL	SY	$ 10.00	253.2	$ 2,532.00
1000	4010-A-2	48 INCH SANITARY SEWER GRAVITY MAIN - OPEN CUT ANSBOROUGH	LF	$ 1,163.25	160.0	$ 186,120.00
1001	9040-J	RIPRAP, CLASS E WITH ENGINEERING FABRIC	TONS	$ 60.00	100.0	$ 6,000.00
1002	9030-A	PLANTS, NORWAY SPRUCE, 4-5 FEET TALL, INSTALLED	EA	$ 747.50	3.0	$ 2,242.50
1003	6010-A	48 INCH TEE SECTION, SW-305, MODIFIED WITH BEND AND STUB	EA	$ 40,000.00	2.0	$ 80,000.00
		TOTAL				$ (380,516.00)

CITY OF WATERLOO

Council Communication

Motion to approve Exception to Burning Yard Waste application by Waterloo Leisure Services to burn approximately three acres of prairie in the Katoski Greenbelt, north of the shelter on Ridgeway Avenue, between March 28 and April 15, 2022, weather permitting.

City Council Meeting: 2/21/2022
Prepared: 2/7/2022

ATTACHMENTS:

	Description	Type
	Prairie Burn Request	Backup Material

SUBJECT:	Motion to approve Exception to Burning Yard Waste application by Waterloo Leisure Services to burn approximately three acres of prairie in the Katoski Greenbelt, north of the shelter on Ridgeway Avenue, between March 28 and April 15, 2022, weather permitting.
Submitted by:	Submitted By: Pat Treloar, Fire Chief

Application
Exception to Burning Yard Waste
City of Waterloo, Iowa

The undersigned hereby requests that the City of Waterloo, Iowa, consider the following application to allow the burning of yard waste in accordance with Section 4-3-8 of the Waterloo Code of Ordinances.

1. **Name of Applicant:** Waterloo Leisure Services

2. **Address and Phone No. of Applicant** 1101 Campbell Ave. Waterloo, IA 50701
   291-4370 contact: Jacob Geller

3. **General Description of area to be burned (including size):**
   Located in the Katoski Greenbelt, north of the shelter on Ridgeway Ave.
   Approximately 3 acres of prairie. There are two stands there divided by a
   firebreak in the middle. The west half is to be burned.

4. **Dates and times of burning:** Between 3/28 to 4/15 2022. Date depends on
   weather conditions. Approximate burn start at 10am.

5. **Description of Vegetation:** Big bluestem, indian grass, little bluestem,
   side oats grama. Dominant in warm season grasses.

6. **Description of management techniques:** A controlled burn will be used to
   eliminate weeds, woody species and stimulate growth of native prairie grasses.

7. **Describe containment procedures:**
   10' firebreaks are maintained around the perimeter of this prairie.
   Rakes, flappers to extinguish hot spots or fire jumps. Back burn used as well.

Jacob Geller
Signature of Applicant

The Waterloo City Council will act on this applicant and you will be notified of their decision. Prior to burning, please notify the Waterloo Fire Department:

1. To determine if proper weather conditions exist, and
2. To determine need for stand-by vehicles.

FOR CITY USE ONLY:
This application has been reviewed and approved by:

	Approval	Date
Fire Chief		

Fee Paid $ _____
Receipt No. _____

CITY OF WATERLOO

Council Communication

Motion to approve Exception to Burning Yard Waste application by Cedar Valley Youth Soccer Association to burn approximately twelve acres of prairie area between March 25 and May 10, 2022.

City Council Meeting: 2/21/2022
Prepared: 2/16/2022

SUBJECT:	Motion to approve Exception to Burning Yard Waste application by Cedar Valley Youth Soccer Association to burn approximately twelve acres of prairie area between March 25 and May 10, 2022.
Submitted by:	Submitted By: Pat Treloar, Fire Chief

CITY OF WATERLOO

Council Communication

Motion to approve Exception to Burning Yard Waste application by Kirk Gross Company/Benjamin Buckley to burn approximately eight acres of prairie area located next to 4646 W. 4th Street, weather permitting.

City Council Meeting: 2/21/2022
Prepared: 2/16/2022

SUBJECT:	Motion to approve Exception to Burning Yard Waste application by Kirk Gross Company/Benjamin Buckley to burn approximately eight acres of prairie area located next to 4646 W. 4th Street, weather permitting.
Submitted by:	Submitted By: Pat Treloar, Fire Chief

CITY OF WATERLOO

Council Communication

Request by JSA Development to nominate 425 Franklin Street as a Locally Designated Landmark.

City Council Meeting: 2/21/2022
Prepared: 1/26/2022

ATTACHMENTS:

Description	Type
Staff Report	Backup Material
Aerial Photo	Backup Material
Information 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 and the Historic Preservation Commission.
Motion to receive, file, consider, and pass for the first time an ordinance to designate 425 Franklin Street as a Locally Designated Landmark.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt said Ordinance.

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

Recommended Action: Approval.

JSA Development is requesting that the building they own at 425 Franklin Street be declared a Locally Designated Landmark. The local designation will all the applicant to apply for State Historic Tax Credits in conjunction with the rehabilitation of the property.

Summary Statement: The Historic Preservation Commission recommended approval of the nomination with a vote of 5-0 at their January 19, 2022 meeting, and the Planning, Programming and Zoning Commission unanimously recommended approval of the nomination at their February 8, 2022 meeting.

Neighborhood Impact: 425 Franklin is a building that connects the Nationally Register Walnut Historic District and the Waterloo East Historic Commercial District. In addition its automotive history nicely ties in with the KWWL building located a couple of blocks south on Franklin.

Data/Analysis and Strategies: Historic Preservation

Expenditure Required/Source of None

Funds:

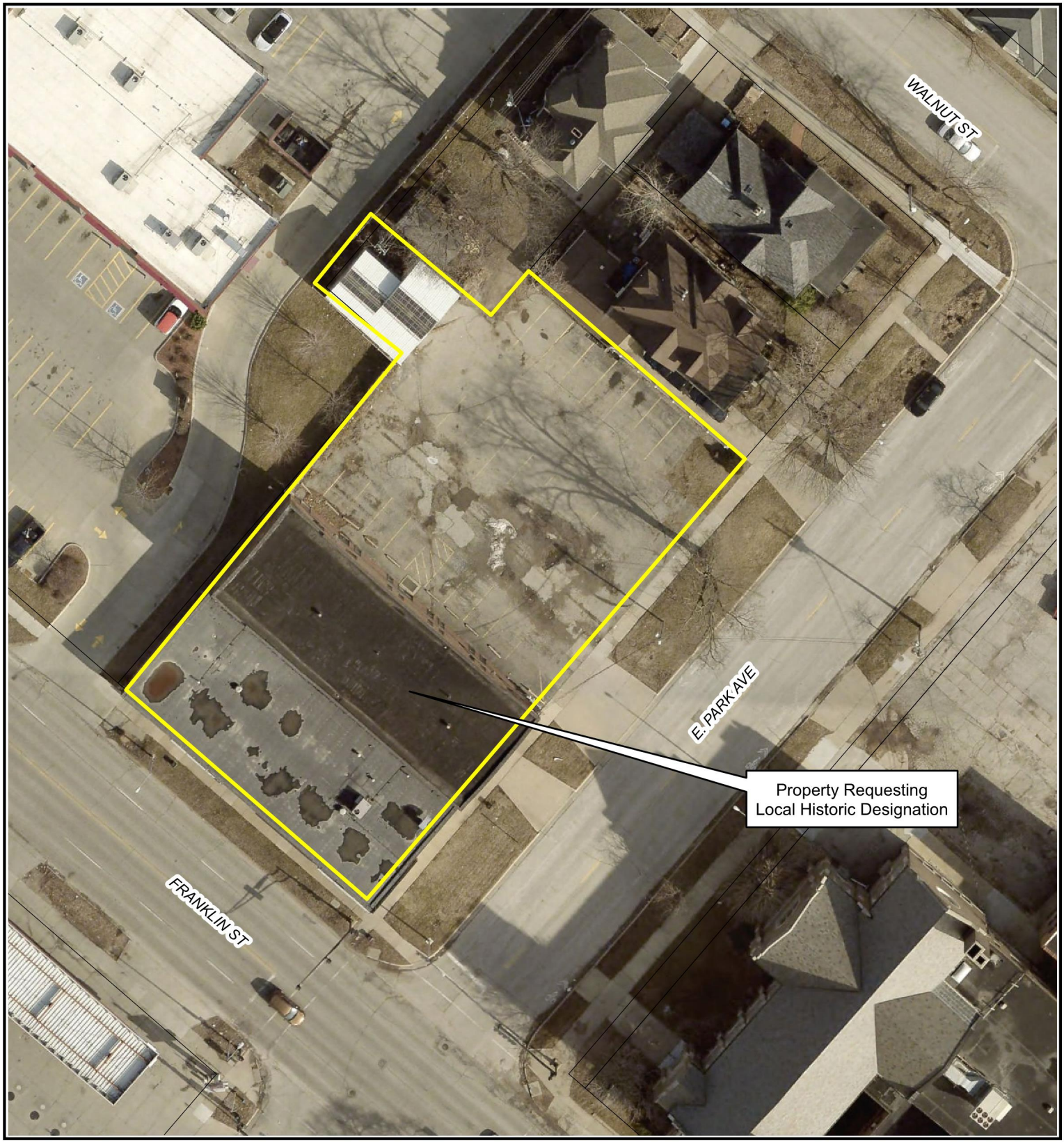
Alternative: Not approve, and the building would not be a Locally Designated Landmark and would not be eligible for State Historic Tax Credits.

REQUEST:	Request by JSA Development to declare 425 Franklin Street a Locally Designated Historic Landmark.
APPLICANT:	JSA Development, 215 East 4th Street, Waterloo, Iowa 50703
GENERAL DESCRIPTION:	The applicants are requesting that 425 Franklin Street be declared a Locally Designated Historic Landmark.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	It would appear that the request would not have a negative impact on the area. The designation would add the building as a local historic landmark, which could help developers acquire state historic tax credits for redevelopment.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The designation would not appear to have an impact on traffic conditions.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	The area does have an extensive sidewalk system. There is buffered bike lanes along Park Avenue from Franklin Street to the Church Row Neighborhood. The US Highway 63 trail is located 0.281 miles to the north and the Martin Luther King, Jr. trail is located 0.472 miles to the east.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The proposed plat area is zoned “C-2” Commercial District and has been zoned as such since the adoption of the Zoning Ordinance in 1969. Other surrounding land uses and their zoning are as follows: **North** – Parking lot and Residential zoned “C-2” Commercial District and “R-3” Multiple Residence District. **South** – Commercial and Lincoln Park zoned “C-3” Central Business District. **East** – A religious facility, commercial zoned “C-2” Commercial District. **West** – Commercial zoned “C-3” Central Business District and “C-2” Commercial District.
DEVELOPMENT HISTORY:	Surrounding uses include a religious facility built between 1906 and 1922, commercial uses built between 1966 and 2013, residential uses built between 1901 and 1904 and the Waterloo Fire Department Station 1 built in 1993.
BUFFERS/ SCREENING REQUIRED:	No buffering would be required as a part of the request.

DRAINAGE:	The request would not appear to have a negative impact upon drainage in the surrounding area as the building has existed since 1923.
FLOODPLAIN:	The property in question is located within Zone X (protected by Levee) as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 and Panel Number 0189F, dated July 18, 2011.
PUBLIC /OPEN SPACES/ SCHOOLS:	Cunningham School of Excellence is located 0.794 miles to the northeast, George Washington Carver Academy is located 1.43 miles to the north, and East High School is located 0.264 miles to the east. The nearest open space is Lincoln Park located across the intersection from the property in question.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	The project would be able to be served by existing utilities.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as Commercial, and the proposed development would be in conformance with that designation. Also, the area in question is located within the Primary Growth Area.
STAFF ANALYSIS – ZONING ORDINANCE:	The applicant is requesting to declare 425 Franklin Street as a Locally Designated Landmark. This will allow the property to be eligible for state historic tax credits for the buildings rehabilitation. Once a property is a Locally Designated Landmark the property will be subject to City of Waterloo Historic Preservation design review to insure that the property keeps its historic character. The building was built in 1923 and like the KWWL building that was rehabilitated between 2015 and 2017 is part of the automotive history of the City of Waterloo. It was originally used as an automotive service shop specializing in the electric aspects of automobiles. Started in 1929 it was used as an automobile dealership. The building will also serve as a connection from the Waterloo East Historic Commercial District and the Nationally Registered Walnut Historic District which has seen extensive activity with the efforts of Habitat for Humanity and JSA Development with the restoration of older homes and the construction of new ones. The City of Waterloo Historic Preservation Commission voted 5-0 at their January 19, 2022 meeting to recommend approval of the request.

STAFF ANALYSIS – SUBDIVISION ORDINANCE:	There is no platting required as a part of this request.
STAFF RECOMMENDATION:	Therefore, staff recommends that the request for the property at 425 Franklin be declared a Locally Designated Historic Landmark be approved for the following reasons: 1. The proposed designation would help preserve a historic building and return it to its historic character. 2. It will support the continued economic growth in the corridor that forms the Waterloo East Historic Commercial District and the Walnut Neighborhood Historic District. 3. The rehabilitation of the building will complement the rehabilitation of the current KWWL building as another part of Waterloo's Automotive History.

City of Waterloo Planning, Programming and Zoning Commission
February 8, 2022



425 Franklin Street
Local Historic Designation
JSA Development

JSA
DEVELOPMENT, LLC.

December 8, 2021

Waterloo Historic Preservation Commission
Attn: John Dornoff
715 Mulberry Street
Waterloo, Iowa 50703

Re: 425 Franklin Street Local Historic Designation

Dear City of Waterloo Historic Preservation Commission:

Please find enclosed our application for local historic designation for the building located at 425 Franklin Street.

The building, the Baum-McDonald Auto Company Building, was constructed in 1923 and is located at the northeast corner of the East Park Avenue and Franklin Street intersection. After serving for decades as home of auto dealerships and auto related businesses, the building underwent a significant remodel in the early 1980s.

The building plays an important role in providing an urban style, walkable neighborhood, structure to aid in framing Waterloo's East side historic town square, Lincoln Park. The building adjoins the National Register of Historic Places-listed (HRHP) Walnut Neighborhood Historic District and is across Lincoln Park from the NRHP-listed Waterloo East Commercial Historic District. The building plays an important role in telling the story of the development of downtown Waterloo, the Walnut Neighborhood and the corridor between each, Franklin Street.

Our application is driven by a need to rehabilitate the building to ensure it tells its story and has an economic use for the next 100 years. Without local designation and, therefore, access to State Historic Rehabilitation tax credits, it is not economically feasible for us to complete a high-quality rehabilitation of the building. If not rehabilitated, it is likely the building will eventually be demolished and cease to tell its part in Waterloo history.

I look forward to your review of this application. Please contact me with any questions at 319.233.3147 or at ddeeds@jsadevelopment.com

Sincerely,

David Deeds
CFO

C: James E Walsh, Jr.

Attachments

City of Waterloo
Historic Preservation
Application for
Local Historic Designation of a Building or District

This form is if you wish to have your building or a district to become a locally designated landmark.

To be completed by applicant:

Date of Application: 10/18/21

Address of Property: 425 Franklin St, Waterloo

Current Use of Property: Storage & Vacant

Property Owner's Name: JSA Development LLC

Address: 215 E 4th St City: Waterloo 50703

Phone: 319 233 3147 Fax: —

Email: ddeeds@jsadevelopment.com

Applicant's Name (if different than above): n/a

Address: City:

Phone: Fax:

Email:

Contact Person: David Deeds

Address: Same as above City:

Phone: Fax:

Email:

Please check if any of the following exhibits are included in your application:

✓ Photographs ✓ Elevation Drawings

____ Sample of Material ✓ Other

A State of Iowa Site Inventory Form will need to be included with the application.

Applicant Signature Date

Owner Signature 10/15/21

Date

STATE **HISTORIC PRESERVATION** OFFICE OF IOWA
IOWA DEPARTMENT OF CULTURAL AFFAIRS

STATE HISTORIC PRESERVATION OFFICE
IOWA SITE INVENTORY
600 East Locust Street | Des Moines, IA 50319
(515) 281-8742 | Fax: (515) 282-0502
iowaculture.gov/history/preservation

State Inventory Number: 07-04417 ☐ New ☑ Supplemental
9-Digit SHPO Review and Compliance (R&C) Number: _____ ☐ Non-Extant Year: _____

IOWA SITE INVENTORY FORM

Read the Iowa Site Inventory Form Instructions carefully, to ensure accuracy and completeness before completing this form. The instructions are available at http://www.iowahistory.org/historic-preservation/statewide-inventory-and-collections/iowa-site-inventory-form.html.

Basic Information

Historic Building Name: The Baum-McDonald Auto Company Building
Other Names: The Central Battery & Electric Co., Miller Auto, Cedar Auto
Street Address: 425 Franklin Street
City: Waterloo ☐ Vicinity County: Black Hawk State: IA ZIP: 50703

LEGAL DESCRIPTION

Rural
Township Name: _____
Township No.: _____
Range No.: _____
Section: _____
Quarter: _____ of _____

Urban
Subdivision: Cooley Addition
Block(s): 62
Lot(s): Parts of Lots 4, 5, 8 & 9

Classification

A. PROPERTY CATEGORY:
☑ Building(s)
☐ District
☐ Site
☐ Structure
☐ Object

B. NUMBER OF RESOURCES (WITHIN PROPERTY):

If eligible property, enter number of: Contributing		If eligible property, enter number of: Noncontributing		If non-eligible property, enter number of:	
1	Buildings	1			Buildings
	Sites				Sites
	Structures				Structures
	Objects				Objects
1	Total	1			Total

C. STATUS OF PROPERTIES LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES ☐ Listed ☐ De-listed ☐ NHL ☐ NPS DOE

D. FOR PROPERTIES WITHIN A HISTORIC DISTRICT

☐ Property contributes to a National Register or local certified historic district.
☑ Property contributes to a **potential** historic district, based on professional historic/architectural survey and evaluation.
☐ Property does not contribute to the historic district in which it is located.

Historic District Name: _____ Historic District Site Number: _____

E. NAME OF RELATED PROJECT REPORT OR MULTIPLE PROPERTY STUDY (if applicable)

MPD Title: _____ Historical Architectural Database No. _____

Address: 425 Franklin Street

City: Waterloo County: Black Hawk

Site Number: 07-04417 (Supplemental) District Number: NA

Function or Use

Enter categories (codes **and** terms) from the Iowa Site Inventory Form Instructions

A. HISTORIC FUNCTIONS

02A - Business (batteries & electrical)

02E02 - Auto Showroom

B. CURRENT FUNCTIONS

70 Vacant/Not In Use

Description

A. ARCHITECTURAL CLASSIFICATION

07B Commercial Style

B. MATERIALS

Foundation (visible exterior): 10 Concrete

Walls (visible exterior): 03 Brick

Roof: 08B Rolled

Other: NA

C. NARRATIVE DESCRIPTION ☑ **See continuation sheets which must be completed.**

Statement of Significance

A. APPLICABLE NATIONAL REGISTER OF HISTORIC PLACES CRITERIA (mark your opinion of eligibility after applying relevant National Register criteria)

Criterion A: Property is associated with significant events.	■ Yes	☐ No	☐ More research recommended
Criterion B: Property is associated with the lives of significant persons.	☐ Yes	■ No	☐ More research recommended
Criterion C: Property has distinctive architectural characteristics.	■ Yes	☐ No	☐ More research recommended
Criterion D: Property yields significant information in archaeology/history.	☐ Yes	■ No	☐ More research recommended

B. SPECIAL CRITERIA CONSIDERATIONS (mark any special considerations; leave blank if none)

☐ A. Owned by a religious institution or used for religious purposes.

☐ B. Removed from its original location.

☐ C. A birthplace or grave.

☐ D. A cemetery

☐ E. A reconstructed building, object, or structure.

☐ F. A commemorative property.

☐ G. Property less than 50 years of page or achieved significance within the past 50 years.

C. AREAS OF SIGNIFICANCE (enter categories from instructions)

06 Commerce

30 Transportation

D. PERIOD(S) OF SIGNIFICANCE

1924 - 1985

E. SIGNIFICANT DATES

Construction Date: 1924

Other Dates (including renovations): 1930 Change in Use

F. SIGNIFICANT PERSON (complete if Criterion B is marked above)

G. CULTURAL AFFILIATION (complete if Criterion D is marked above)

H. ARCHITECT/BUILDER

Architect:

Builder/Contractor:

I. NARRATIVE STATEMENT OF SIGNIFICANCE ☑ **See continuation sheets which must be completed.**

Address: 425 Franklin Street

City: Waterloo County: Black Hawk

Site Number: 07-04417 (Supplemental) District Number: NA

Bibliography

☑ **See continuation sheets to list research sources used in preparing this form.**

Geographic Data

OPTIONAL UTM REFERENCES

☐ See continuation sheet for additional UTM or comments

	Zone	Easting	Northing	NAD
1.				
2.				
3.				
4.				

Form Preparation

Name and Title: Ruth L. Fox / Alexa McDowell Date: 8/1/20 12/7/21

Organization/Firm: Ruth Fox Landscape Design + Planning / A.KAY Consulting

Street Address: 2735 Bever Ave SE / 526 40th St

City: Cedar Rapids / Des Moines State: IA ZIP: 52403 / 50312

Email: Ruthfox01@gmail.com / alexa@akayconsulting.com Telephone: 515-346-5757 / 515-491-5432

Additional Documentation

A. FOR ALL PROPERTIES, ATTACH THE FOLLOWING, AS SPECIFIED IN THE IOWA SITE INVENTORY FORM INSTRUCTIONS

1. Map of property's location within the community.
2. Glossy color 4x6 photos labeled on back with property/building name, address, date taken, view shown, and unique photo number.
3. Photo key showing each photo number on a map and/or floor plan, using arrows next top each photo number to indicate the location and directional view of each photograph.
4. Site plan of buildings/structures on site, identifying boundaries, public roads, and building/structure footprints.

B. FOR ALL STATE HISTORIC TAX CREDIT PART 1 APPLICATIONS, HISTORIC DISTRICTS AND FARMSTEADS, AND BARNS

See lists of special requirements and attachments in the Iowa Site Inventory Form Instructions.

State Historic Preservation Office (SHPO) Use Only

The SHPO has reviewed the Site Inventory and concurs with above survey opinion on National Register eligibility:

☐ Yes ☐ No ☐ More research recommended

☐ This is a locally designated property or part of a locally designated district.

Comments:

SHPO Authorized Signature: Date:

STATE HISTORIC PRESERVATION OFFICE OF IOWA
IOWA DEPARTMENT OF CULTURAL AFFAIRS

STATE HISTORIC PRESERVATION OFFICE
IOWA SITE INVENTORY
600 East Locust Street | Des Moines, IA 50319
(515) 281-8742 | Fax: (515) 282-0502
iowaculture.gov/history/preservation

IOWA SITE INVENTORY FORM – CONTINUATION SHEET

Name of Property: The Baum-McDonald Auto Co.
Site Number: 07-04417 (Supplemental)
Address: 425 Franklin Street
Related District Number: NA
City: Waterloo
County: Black Hawk

HISTORIC PRESERVATION CERTIFICATION APPLICATION

EVALUATION OF SIGNIFICANCE

Property Name: The Baum-McDonald Auto Company Building

Property Address: 425 Franklin Street, Waterloo, Iowa

Section 7: Narrative Description

The Baum-McDonald Auto Company Building is located on the southwest corner of the intersection of Franklin Street and East Park Avenue (425 Franklin Street), approximately four blocks northeast of the Cedar River in Waterloo, Black Hawk County, Iowa (Figure 1).[1] The building was constructed in 1923 by the Central Battery & Electric Company with a one-story section fronting Franklin Street on the south and a two-story section fronting Park Avenue on the east.[2] Baum-McDonald is a solid brick building with cast stone decorative elements that tie the exterior design character to the Art Deco style. The building has reinforced concrete slab floors and a flat roof on the one-story section with a wood floor structure and an arched roof supported by a bowstring truss on the two-story section.

Although significant alterations of the exterior and interior have been completed, the Baum-McDonald Auto Company building remains representative of the broad-front form typically adopted for automotive related commercial buildings constructed in the early years of the 20th-century. Additionally, the building is an example of a nationwide trend in the construction of automobile dealerships in downtown locations, especially on prominent corners. As a disappearing property type associated with the rise of the automobile, the building has an elevated importance in its ability to relate the history of Waterloo commerce as it evolved to support the automobile and the touring public.

Site Description

Baum-McDonald Auto is situated on a major thoroughfare that passes through the Waterloo downtown commercial center. The building is sited near the west end of the historic commercial area, at a point of transition from commercial to residential property types. The location has elevated significance due to its immediate proximity to Lincoln Park, with its historic role as Waterloo's city park. The park continues to anchor the surrounding commercial center, to which Baum-McDonald Auto has been associated for nearly 100-years.

Baum-McDonald Auto is sited on the southwest corner of its block. The parcel upon which the building is sited is slightly irregular in form, the generally rectangular shape having a small bump-out on the north. The building occupies 115- by

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[1] Advertisements and references to the building after 1923 variously refer to the property address as 420 Franklin Street and 419-421 Franklin Street. The address of 425 Franklin Street represents that used by the Black Hawk County assessor.

[2] The roadways in this area of the city follow the path of the Cedar River and therefore not oriented to the cardinal directions. For the purposes of description, Franklin Street will be referred to as the west roadway and East Park Avenue as the south roadway.

200-feet at the southwestern extreme of the parcel. The building is bounded on the west and the south by the public sidewalk, which runs the perimeter of the block. The north property line abuts the seeded ground associated with the driveway of the adjacent property. The building is bounded on the east by a large parking lot, which covers more than half of the property parcel. The lot is enclosed on the north and east sides by modern wood and metal fencing. Access to the parking lot is made from a single curb-cut on East Park Avenue. The Baum-McDonald Auto Company building is the only historic building located on the site. A small, non-historic, metal-sheathed utility building is located on the bump-out portion of the parcel. Typical of commercial property, vegetation is limited to small trees planted in the public right-of-way (along East Park Avenue only).

Building Description

Baum-McDonald Auto Company is a solid brick building comprised of two sections: a one-story, 49- by 114-foot section fronts Franklin Street and two-story, 42- by 114-foot section, that is attached on the east, facing Park Avenue. The exterior character relies on the juxtaposition of the two sections, the multi-bay form of the one-story, and the cast stone decorative elements and barrel roof on the two-story section.

As a former automobile-related commercial building, first-floor housed a display room, service department, and office, with the second-floor occupied by offices beginning in 1949. The current character reflects a 1980s renovation.

Exterior

As a corner building, Baum-McDonald Auto Primary has primary elevations on the west (facing Franklin) and the south (facing Park Avenue) with the Franklin Street elevation, where the historic design character and primary access to the building interior was located, considered the façade. The exterior brick is red of various tones with a heavily textured surface finish. The brick is laid in a running bond with a light taupe mortar and concave joint. The pargeted foundation is partially exposed on both elevations.

Façade (West Elevation)

As noted, the one-story section of the building extends 114-feet along Franklin Street. The west elevation is dominated by the series of bays that extend the full length of the elevation. Originally, the bays marked the functional arrangement of the building interior plan which were (from south to north): the primary entrance; three large display windows filling the next three bays; a single-leaf pedestrian entrance; three storefronts that appear to have been largely glazed and had

storefront width transoms; and the service department entrance. Additionally, the elevation originally utilized a decorative parapet comprised of an arch that extended from the 2nd to the 7th bay where it transitioned to a pitched form over the primary entrance and the service department entrance. The parapet underscored the organizational structure of the façade and tied the design character to the two-story section of the building.

Today, the south bay houses a recessed entrance; the entrance being a contemporary alteration utilizing a metal framing system and glazed door with sidelight. Although the current entrance system is a contemporary (1982 alteration) the opening and use of an entrance in this bay is original to the building. A second entrance is located in the middle bay; the entrance is a single, fully glazed door set in a metal frame and located flush with the wall plane. The opening is clearly original but the door does not fill the entire opening; a wood panel in-fills the upper portion. The entrance is emphasized by the use of a simple brick surround created by a frame of header bricks. The northernmost bay houses a recessed service bay with a contemporary, insulated fiberglass overhead door set deep in the opening. The remaining six bays are storefronts; each with contemporary (1982) infill comprised of wood panels and tinted glazing. While the infill is non-historic, the original openings remain intact. With removal of the original parapet, the upper wall plane has been reduced to a very simple cornice created by stepping two courses of brick. The upper wall is currently terminated by metal flashing.

A portion of the upper west elevation of the two-story section of the building is visible from Franklin Street. The elevation is defined by the brick exterior, stepped parapet, and upper story fenestration. The brick is similar in color and type to that described of the one-story section, though on this elevation, the brick is laid in a common bond. Notably, it appears from the appearance of the mortar and joints that the brick has been repointed. The elevation is organized into five bays with a pair of windows located in each bay (10 windows total). The historic window openings remain intact with under-sized, fixed-paned windows now inserted in each opening. The parapet wall is consistent across the major of the elevation, but steps down some 15-feet from the north and the south; the parapet is currently finished in metal flashing.

South (Primary) Elevation

As noted, due to the corner site, the south elevation facing Park Avenue is considered a primary elevation. The elevation provides the clearest understanding of the physical and stylistic relationship between the two sections, a relationship that originally had greater cohesion than is retained today.

Like the façade (west elevation) the south elevation originally had a decorative parapet, in this case the longest section was flat with the pitched form was utilized over the west bay. It is important to note that the east end of the elevation was visually terminated by the pitched form that is retained on the two-story section of the building. This specific device was the design feature that visually tied the two sections together. Because the sections were different heights creating a visual integration would have been important in order for them to read as a single business.

The masonry, cornice details, and metal parapet cap on the south elevation continue as described of the west elevation. On south, the 49-foot depth of the one-story building is organized into two bays, though the alteration makes the historic arrangement is difficult to discern. At the corner (far west bay), the bay is part of the primary entrance (described above). The bay has a pair of large, fixed-pane windows that provide light transmission to the recessed entrance. While the windows are contemporary replacements, the window openings and bay structure are original; the current windows having replaced a pair of double-hung sash with one-over-one light configurations. The east bay extends to the point it abuts the two-story section of the building. The east bay appears to originally had a vehicular opening near center with a small-scale window on either side (targeted demolition has uncovered an original window in the area); this entire section of the elevation, from the top of the bay openings to grade, is currently covered by panel cladding. There is a single-leaf, pedestrian door with a solid panel infill between the door and the abutting two-story section of the building. Historic images suggest the opening may be original.

The south elevation of the two-story section of the building is visually characterized by its height, red brick exterior with cast stone design elements, and arched parapet (with arched roof behind). The brick is a match to that used on the remainder of the building. On this elevation, the brick is laid in a running bond with light mortar and concave joints. There is some variation in mortar color between the first and second floors, indicating partial repointing has been done.

The first floor is arranged in three bays. The outer bays are slightly projecting and are marked by the pitched form originally used on the one-story section of the building. As noted, when built the pitched form provided the unifying design element between the building sections. The projecting bays each have an exposed cast stone foundation (now pargeted), a shallow recess within which a single window opening (now boarded) is centered, a center block detail (now panel clad), and a brick decorative detail created of stretcher bricks laid to create a frame and surmounted by the cast stone cap of the pitched form. The shallow recess within the projecting bays has a three course corbeled table with the

window head abutting the underside. The window openings are original, though now panel clad. Each opening has a sill of header bricks.

The center bay houses a vehicular garage door opening and a single window which are asymmetrically placed, suggesting the opening is a later alteration. The vehicular opening has a contemporary overhead garage door which is recessed in the opening. The door does not fill the entire historic opening, so a panel infill has been inserted at the opening head. The adjacent window opening appears to be original to the building; it is framed by header bricks and brick sill. Targeted discovery revealed a sign retained beneath the current cladding.

The upper story is characterized by the arched form of the parapet and the trio of windows centered in the wall plane. The arched parapet, historically trimmed with cast stone coping, is now edge with metal. The three windows are separated by narrow brick mullions; each with a simple brick block capital. A single brick lintel extends the full width of the opening, dropping in label form on either side of the grouping. A running sill of header bricks extends well past the outer edges of the grouping and has four blocks aligned with the lintel labels and the mullions. Each of the three window openings appear to be retained though are now wood panel in-filled (the status of the windows is undetermined).

East (Rear) Elevation

The east elevation is secondary in terms of location with the materials and stylistic expression to match. The elevation is brick clad, with that of the south elevation wrapping a full bay where it gives way to a common brick of similar color. Like the upper story of the west elevation (described previously), the brick is laid in a common bond with a light mortar. The elevation lacks decorative ornamentation and the parapet edge is metal clad.

The elevation lacks any particular organizational structure. Rather, the first-floor is dominated by a length of panel cladding that extends across most of the elevation. Three entrances and six, fixed-pane windows are cut in the cladding; these alterations date to the 1980s. Lacking a historic photograph of the elevation, the original character is unknown. However, given the historic function as an auto sales and service business and ghost markings on the 1962 revised fire insurance map, it may be that vehicular opening(s) were located on the elevation.

The second floor fenestration is comprised of four groups of paired windows (located at regular intervals from south to north) and two double-wide window openings. All openings appear to be original; all lack decorative details; all have header brick sills; and all are now fitted with fixed-pane tinted windows surmounted by a panel insert.

North Elevation

The north elevation includes both the one-story and two-story building. The elevation is brick with that of the one-story a match that utilized on the façade (red, laid in a running bond with a light mortar and concave joint). The brick of the two-story has large areas of patched infill, the reason for the variation is unknown.

As a whole, the elevation is defined by the juxtaposition of the different building heights and by the arched roof form. Typical of the building, the roof edge is metal trimmed. There are no openings in the two-story section of the building. There is a large horizontal opening in the one-story section, near the west-facing service bay. Although currently board in-filled, the original opening is retained with a header brick sill and lintel.

In summary, the exterior of the Baum-McDonald Auto Company has been altered from its documented historic appearance including the infill/alteration of storefronts, window openings, and door openings. Most significantly, the arched and pitched parapet of the one-story section has been removed, which diminishes the integrity of design and creates some visual disconnect from the two-story section. However, the building retains a number of important materials and design features that point to its significant historic association with the rise of the automobile, including the original form (one-story and two-story sections); elongated form and rhythm of the façade bays on the one-story section; and the arched roof and cast stone decorative elements on the two-story.

Interior

Like the building exterior, the interior of Baum-McDonald Auto has been altered, most recently in the 1980s. The 1962 revision of the 1920 fire insurance map notes that iron columns marked the transition between the building sections on the first floor. That map and a news article dating to Baum-McDonald's 1937 opening in the building provide the only information about the interior configuration. From those sources, it appears that a showroom extended along Franklin Street from the south end of the building to the service bay on the north; the service area, which was accessed via the north bay, extended the full width of the remaining portion of the building (including in the two-story section) with some

space for business offices. The original function of the second-floor has not been confirmed, but in 1949 the space was remodeled for use as offices.

Today, both sections of the first-floor of the building function as one without clear definition between them. The space has been partitioned for offices. The second-floor has an apartment located in the southeast corner with the remaining, L-shaped space at the north end of the building being unfinished.

First Floor

Over the years, partition walls have been constructed in the original showroom area along Franklin Street to create a large, open office/lobby space, individual offices, and restrooms, and a vestibule at the corner of Franklin and Park. The vestibule (Room 100) has a concrete floor with vinyl base and painted sheetrock walls and ceiling. The doors are modern metal and glass in metal frames with no trim. The modern windows on the south side are similar in materials and style to those on the Franklin Street side with wood sills.

The showroom area (Room 101) has some areas of carpet with a combination of vinyl and wood base trim, a partial laid-in drop ceiling below the original wood beam roof structure, and painted sheetrock walls. Selective removals have revealed exterior masonry walls and a long steel beam running north to south down the middle of the original space. Interior doors are wood with painted or stained wood trim around most. There is no trim around the windows in this area as the modern window infill areas have deep sheetrock surrounds. Selective removals have uncovered a double-hung wood window behind these panels (see Photographs 39 & 40) that can be seen on the 1937 photograph.

There are ten individual offices (Rooms 102-106, 108-111 & 115) each with carpeted floors with a combination of vinyl and wood base trim, laid-in drop ceilings, and painted sheetrock walls. Interior doors are wood and have wood trim inside these rooms. There is a long hallway (114) and a large vestibule (116) at the back of the building that have similar materials.

There are three restrooms (Room 107, 112 and 113) with vinyl flooring and baseboard, painted sheetrock walls, laid-in ceilings and wood doors with wood trim.

Rooms 118 and 119 include the original service bay that has been expanded along Franklin. The space is accessed by two doors: a modern overhead door on Franklin and a modern metal entrance door at the rear of the building. It has concrete floors with some sections of vinyl base trim, painted sheetrock walls and ceilings and one painted wood interior door with painted wood trim. A wood stairway (117) is separate from this area and leads up to the second floor.

In the middle of the east side of the building (two-story section) are the north entrance lobby (Room 129), a set of modern stairs to the second floor (Room 125), two open rooms connected by a hallway (Rooms 121 & 124), and two enclosed offices (Rooms 122 & 123). All of the dividing walls and finishes are modern. Finishes in this area include carpeted floors with a combination of vinyl and wood base trim, painted sheetrock walls, and laid-in ceilings. Doors in the lobby area are modern hollow metal with metal frames and no trim. Doors in the rest of the area are wood with wood trim. Selective removals have revealed that the original window openings on this side are intact along with the presence of modern wood windows with infill panels above.

At the southeast corner of the building is a large area (Room 129) that is accessed through a modern metal and glass entrance door on the back of the building and a modern overhead door off East Park Avenue. There is also a large enclosed room (128), a restroom (132), and two closets (127 & 136). All of the dividing walls and finishes are modern. Finishes in this area include carpeted floors with wood base trim, painted sheetrock walls, and laid-in ceilings with two bulkheads, and vinyl flooring and baseboard in the restroom. Interior wood doors have wood trim. Window conditions in this area are similar to those found in Room 121.

Second Floor

Room 200 consists of a large L-shaped unfinished area at the north end of the building and along Franklin Street and is accessed by two open stairs (117 & 136). There is one unfinished, wood framed dividing wall with a large, sliding wood panel door, and two wood-framed walls with exposed batt insulation for the apartment. The rest of the walls consist of various kinds of character defining masonry including structural clay tile. The floors are unfinished wood planks with some areas of plywood overlayment and no base trim.

The bowstring truss system is comprised of both metal and wood top and bottom chords and web members, and wood purlins, and wide wood boards following the roof's curve. The metal trusses are set in end-shoe pockets in the masonry walls. There are some areas of metal and wood reinforcing and repairs. The bowstring truss is a significant, character-

defining feature, responsible for the open volume and structural character of the second floor space. Additionally, the truss is the support structure for the arched roof which plays an important role in defining the building's exterior character.

A contemporary apartment is located at the southeast corner of the second-floor and consists of an open plan with living room, dining room, and kitchen area (Rooms 207 & 208), a bathroom (Room 209) and six enclosed rooms (Rooms 201 – 206). The apartment is accessed by the central stair (Room 125) with an emergency egress door on the southwest corner (Room 136). All of the partition walls and finishes are non-historic, the second-floor being originally a single open space. Finishes include carpeted floors with wood base trim, vinyl flooring with vinyl base and painted sheetrock walls and ceilings. All of the doors are wood with wood trim. There is no trim around the sheetrock-cased exterior windows.

In summary, the building interior character reflects the 1980s renovation with partition walls impacting what was historically a more open interior plan. However, the partition walls are easily removed and, with exploratory demolition having revealed some historic windows and doors embedded in perimeter walls along with original finishes in the wall of clay tile, a sense of the original character can be returned to the interior. Notably, the most significant interior element, the bowstring truss, is retained in very good condition.

Integrity Discussion

The Baum-McDonald Auto Company building retains a fair to good level of historic integrity as it relates to all seven aspects of integrity: location, setting, association, design, materials, workmanship, and feeling.

Baum-McDonald Auto has good integrity of location as it occupies its original site at the east edge of Waterloo's historic commercial district. The location is at a point of transition between the commercial area and the residential area that lies on the east. The choice of location – on a major thoroughfare connecting the commercial area to the adjacent residential neighborhoods and on a prominent corner site - relates directly to the historic function as an automobile-related business.

Baum-McDonald Auto Company Building has a good level of historic integrity of setting. As was the case at the time the building was constructed, the area surrounding the resource remains populated by a mix of early 20th-century

commercial and institutional buildings which reflect the transitional character of the area. Further, the resource remains within the setting created by Lincoln Park, which functions as the city's de facto city park. Located directly south of the Baum-McDonald Building, Lincoln Park contributes to the mixed and transitional character of the setting. The setting has been adversely impacted by the widening of Franklin Street and the loss of some period buildings.

The building retains a good degree of association with the physical entities (buildings and roadways) representative of the development and expansion of automobile-related businesses near downtown east of the Cedar River early in the twentieth century.

Baum-McDonald Auto has fair integrity of design and materials on the exterior with alterations to the original character including the infill/alteration of storefronts, window openings, and door openings. Most significantly, the arched and pitched parapet of the one-story section has been removed, which diminishes the integrity of design and creates some visual disconnect from the two-story section. However, the building retains a number of important materials and design features that point to its significant historic association with the rise of the automobile, including the original form (one-story and two-story sections); elongated form and rhythm of the façade bays on the one-story section; and the arched roof and cast stone decorative elements on the two-story.

Baum-McDonald Auto has fair integrity of design and materials on the interior. Construction of numerous partition walls has diminished our ability to understand the original arrangement and relationship of interior spaces. However, such alterations can be reversed with relative ease and, with the discovery of original windows, doors, and some finishes, a good sense of the original interior character can be returned. Additionally, the retention of the bowstring truss provides balance to the other losses.

Retention of the bowstring truss provides the clearest example of historic integrity of workmanship. Because the truss is retained with minimal alteration/repair, integrity of workmanship is considered good.

Overall, the Baum-McDonald Auto Company Building retains sufficient historic integrity of each of the above elements to convey a sense of the building's original function and character. As a result, historic integrity of feeling is considered good.

HISTORIC PRESERVATION CERTIFICATION APPLICATION

EVALUATION OF SIGNIFICANCE

Property Name: The Baum-McDonald Auto Company Building

Property Address: 425 Franklin Street, Waterloo, Iowa

STATEMENT OF SIGNIFICANCE

The Baum-McDonald Auto Company building is significant under Criterion A in association with the history of Waterloo commerce. The resource is locally significant as a representative of the growth of auto-related commerce in Waterloo in the early 20th century. Located on the prominent intersection of Franklin Street and East Park Avenue (and adjacent to Lincoln Park) at the east end of the downtown commercial area, the Baum-McDonald Auto building represents the nationwide trend of building automobile-related businesses in downtown locations, particularly at prominent intersections. This trend is represented in the 1923 construction at this location as well as the 1937 opening of the Baum-McDonald Auto Company in the building. The very design of the building took advantage of its two public facades and wide lot.

The Period of Significance is 1923 – 1952, which encompasses the building construction through the period in which Baum-McDonald Auto occupied the building. The period also represents the era in which the impact of the automobile on Waterloo commerce specific to the downtown commercial area was most significant. Significant dates include 1923 – marking the year the building was placed in service – and 1937, the year in which Baum-McDonald Auto became the building occupant.

Area Development

The Baum-McDonald Auto Company Building is located at one of east Waterloo's most prominent intersections, Franklin Street and East Park Avenue directly adjacent to Lincoln Park. As the Waterloo's 'City Square', Lincoln Park has been home to celebrations and major events since this area was platted in 1854. Originally called 'City Park' it was renamed to 'Lincoln Park'. (Cont. Sheets 2, 6, 8 & 19)

Friday night concert series, to political rallies and church services. Historic buildings, including the Baum-n McDonald building and the Overland Waterloo enjoy a symbiotic relationship of historic setting with the park. (Cont. Sheets 5 – 9)

An article in May of 1929 describes the "Franklin St. District" as an expansion of the east business district: *"The east business district in recent years has constantly been extended on Park avenue and Franklin Street."* (Waterloo Evening Courier, May 18, 1929, Page 15) This description describes how Franklin Street was becoming a commercial center in its own right. The location was well known and over the years advertisements often listed the address as simply 'Franklin and Park'. Franklin Street was part of Highways 59 and 40 and part of a major north-south trolley line.

Jan Olive Nash describes the layout of main streets and their relationships to city squares such as Lincoln Park across Iowa in *Iowa's Main Street Commercial Architecture:*

Property Name: The Baum-McDonald Auto Company Building

Property Address: 425 Franklin Street, Waterloo, Iowa

> *"The eastern tradition of meeting-house village greens was translated in Iowa to central squares dedicated to county courthouses and grassy parks and usually faced by four blocks of attached brick business buildings. ... Grid plan business districts with central squares acknowledged the importance of maintaining public space in the midst of commercial activities. ... Many of the historic photographs that exist of commercial districts were taken only because the photographer wanted to record a Fourth of July or Armistice Day parade. ... Iowa Main Streets are mostly linear. Depending on the size and vigor of a community, its business district might be small, a block or two only, and capable of being entirely taken in visually from one end. In large communities, business districts spread out to encompass both the main street and the side streets intersecting it for several blocks. Cities could support commercial uses on both the main street and the minor streets paralleling it. Shops and businesses in larger districts then located according to their size and land values".* (Nash, Iowa's Main Street Commercial Architecture, Section E, Pages 11-12)

Waterloo's 1885 Sanborn Map extends just seven blocks from the Cedar River on the east side and includes 'City Park'. The streets are shown but there is no enlarged plan showing any houses in the area. Franklin Street and East Park Avenue (known at the time as 'Main Street') are shown, as is the 'City Park'. (Cont. Sheets 10 & 11) In 1897 the Sanborn Map shows six houses on this block, each on relatively large lots. Main Street has been renamed as East Park Street and the address is listed as '505 E. Park Av'. (Cont. Sheet 12) This was the residence of the W. W. Miller family and there are two outbuildings on its large lot (McCoy's Waterloo City Directory, 1899-1900). All of the blocks north east of Franklin are residential and the Walnut Street Baptist Church can be seen just a block to the north east. The east side commercial district extends along 4th Street up to Mulberry Street. Transportation related businesses in the east downtown business district shown on this map include harness shops, liveries, feed and sales businesses, and saddleries.

In 1900, the Sanborn map shows eight houses on this block due to subdivision of some of the original lots, including 505 East Park Avenue. One new house on Park and one in the middle of the block on Franklin. (Cont. Sheet 13) The blocks north east of Franklin Street are still residential. A transportation map from 1909 shows a landscaped boulevard island in the middle of East Park Avenue from Lafayette Street, across Mulberry and Franklin Streets, past the Baum-McDonald building lot, to Walnut Street. (Cont. Sheet 19) Many

of the original transportation related buildings are shown as being occupied by new businesses or have been replaced with new buildings including hotels and 'Sleeping Room' establishments, and entertainment venues. New transportation related business and buildings are for the most part located mainly on 5th Street and cross streets.

The 1906 map shows eleven houses on this block, three of which replaced a small house just north east of the Baum-McDonald Auto Company Building's lot on East Park Avenue. In addition, a larger Walnut Street Baptist Church has replaced the original smaller building. Several other churches have been constructed in the area, signifying the growth of the residential areas to the north and east. (Cont. Sheet 14) A similar pattern of changes to the location and types of transportation related businesses continued.

The 1910 map is substantially the same as the 1906 map in the blocks around the Baum-McDonald Auto Company's block. A larger Walnut Street Baptist Church building has replaced the original smaller church. Several other churches have been constructed in the area, signifying the growth of the residential areas to the north and east. The east side commercial district has expanded along Mulberry Street, mainly to the south, and along other cross streets closer to the River. Two new types of business and related buildings are shown: the 'Auto Show Room', that often included supplies and parts, and the 'Garage' building for the storage of privately owned cars. Still shown on this map however are a number of liveries and harness shops and other businesses related to horse drawn carriages and wagons. (Cont. Sheet 15)

By 1918 Sanborn map shows the same eleven houses on this block but significant changes have taken place around the Park, more residential blocks to the north and east, and changes to the commercial blocks. (Cont. Sheet 16) Continued expansion of the business district and automobile related businesses continued on cross streets and in the blocks mainly to the south of 4th Street and two large commercial buildings have been constructed west of Lincoln Park as an extension of the business district (a creamery and dry goods building and a large three story bank.

This is the first map to show another new kind of auto related business and building: the 'Filling Station'. More dealerships and garage buildings are shown including the first Baum-McDonald dealership building at

1027-1029 Sycamore Street. An article about the new dealership appeared in the Waterloo Evening Courier on December 1, 1917 (Page 3). On September 10, 1919, an advertisement, also in the Waterloo Evening Courier lists the address as 710-712 Lafayette Street. (September 10, 1919, Page 5)

The Hansen-Overland Company building (known today as the Overland Waterloo Company Building) is shown opposite the Park at the corner of Franklin and 4th Street. Designed by local architect Mortimer B. Cleveland in the Classical Revival style, this four story building served as the local dealership for the distribution of cars made by the Willys-Overland Company. Although a significantly larger building than the future Baum-McDonald Auto Company Building, it set the precedent for constructing dealerships on significant intersections near the east side commercial district. It was the only automobile related business on Franklin Street at the time. (Cont. Sheet 28)

In addition to the Baum-McDonald Auto Company building, the 1962 Sanborn Map shows significantly more automobile related businesses and buildings in this area, especially along Franklin Street. (Cont. Sheet 17) In the same block is one story 'Auto Sales & Service' building (non-extant) that is slightly larger than the Baum-McDonald building but with the same floor plan: 'Display' along Franklin and 'Repairs' along 3rd Street. Between the two buildings, one of the large homes (non-extant) has been converted to a 'Undertaker' business with a large one story masonry building on the back and two of the houses to the east are shown as having shops. Five of the original houses on this block have been removed, in addition to the two houses demolished for the construction of the two automobile sales and services buildings, leaving just two houses as residential only. A space in the middle of the block is now listed as 'Priv. Parking'.

As seen on the 1962 Sanborn Map, the number of automobile related businesses along Franklin Street has grown significantly, as well as an increase in the types of businesses. Most notably, there are now three 'Filling Stations' adjacent to this block: two directly across Franklin and one more across 3rd Street. Four more new filing stations are shown just two blocks to the south east at the intersection of Franklin and 5th Streets.

Across East Park Avenue the new First Presbyterian Church and its large parking lot is shown. Next to it is an 'Auto Sales Yard' and a new large one story 'Auto Sales & Service' building is on the opposite corner that has offices along Franklin Street.

In addition to the First Presbyterian Church building, two large benevolent society buildings are now shown along East Park Avenue between the Baum-McDonald building and the downtown area, emphasizing the importance of Lincoln Park as Waterloo's public city square. The 'B.P.O.E' (Benevolent and Protective Order of Elks) building was constructed in 1924, just a year after the Baum-McDonald building. It replaced a large house at the corner of Mulberry and East Park Avenue that they had used since around 1918. The new 'Masonic Temple' building was constructed in 1928 just across the street. Building uses and types on the other two sides of Lincoln Park changed with new retail store buildings, a bank, a large new 'Motion Picture' building on 4th Street, and a large restaurant on Mulberry Street.

Today, the intersection of Franklin Street and East Park Avenue continues to have an important historic presence. (Cont. Sheets 2 & 3) Like the intersection of Franklin and 4th Streets where the Overland Company Building is located, the Baum-McDonald building and the First Presbyterian Church building continue to contribute to its historic significance. Likewise, the Elks Lodge and Masonic Temple buildings across from the Park on East Park Street closer to the downtown district are large, architecturally significant historic buildings. Finally, views of the Waterloo East Commercial Historic District on 4th Street and its continuation along Mulberry Street next to Lincoln Park. (Cont. Sheets 5-9)

A new one story commercial building with associated parking lots was built in 2013, on the site of the Frank Collord Jr., Inc. automobile dealership building, on the other half of the 400 block of Franklin Street. Across Franklin is a convenience store and gas station that although it was built in 1966 is of a similar size and site plan as the filling station seen on the 1962 Sanborn map.

HISTORIC PRESERVATION CERTIFICATION APPLICATION

EVALUATION OF SIGNIFICANCE

Property Name: The Baum-McDonald Auto Company Building

Property Address: 425 Franklin Street, Waterloo, Iowa

Building and Business History

The Baum-McDonald Auto Company Building has been home to at least five automobile dealerships and related businesses for fifty-eight years, starting with the Central Battery & Electric Company in 1923 and continuing until 1981 after which it has been used for telecommunication and service businesses. The Period of Significance for the Baum-McDonald Auto Company Building is from 1923 when it was constructed, to 1985 as the first year it was first used for non-automobile related businesses.

The Central Battery & Electric Company

The Central Battery & Electric Company had been in operation for several years before it was incorporated by George Miller as President and W. J. Decker as Secretary in 1921. The business is described as

> *"the manufacturing, wholesaling and retailing of electrical supplies and appliances of any and all kinds, and such other automobiles, automobile accessories and appliances, and service station supplies and equipment..."* (Waterloo Evening Courier, March 18, 1921, Page 16)

The 1919 and 1921 McCoy's city directory lists the address as 318-320 East 5th Street, where the Black Hawk County Courthouse is now located. (McCoy's Waterloo and Black Hawk County Directory, 1919, Page 47 and 1921, Page 48) In the 1922-1923 directory, they had purchased a cover advertisement as well and in inside box add that lists the same address. (McCoy's Waterloo and Black Hawk County Directory, 1922-1923, Front Cover and Page 42)

They constructed the building at this location in 1923 at a cost of $135,000. An advertisement for the business, who's location is listed simply as *"Franklin and Park Ave."* described it as a service station specializing in electric aspects of automobiles:

> *"Service and Efficiency are the paramount issues in the survival of the fittest.*
> *Our modern station is equipped to handle any electrical problem facing the modern motorist."*

> *"As Hayward Thompson said: "When in need of shoes, visit a shoe store. If you desire fine clothes, visit a tailor. When in need of electrical service, visit the Central Battery & Electric Co.— Waterloo's finest" (Waterloo Evening Courier, August 9, 1924, Page 13)*

This new location is listed in the 1924 directory as 419-421 Franklin. (McCoy's Waterloo and Black Hawk County Directory, 1924, Back Cover and Page 32) An additional location in Mason City, Iowa, is listed in an advertisement in 1925. (Waterloo Evening Courier, July 1, 1925, Page 7) By 1927 the building address had been changed to 425-329 Franklin Street. (McCoy's Waterloo and Black Hawk County Directory, 1927, Page 133)

In 1929, just six years after the construction of the Baum-McDonald Building, the Central Battery and Electric Company business was moved to an existing building at 111-113 East 5th Street close to the River where the Waterloo-Cedar Falls Courier offices are located today. The new facility is described as having been remodeled *"... for the efficient handling of the firm's business. One-half of the double storeroom is occupied with office and display rooms. The service and stock departments in the rear are easily accessible from Fifth street with street level car entrance."* (Waterloo Evening Courier, July 24, 1929, Page 10)

In this same article is a description of changes made to their building at Franklin and Park for the Fowler-Warren automobile dealership:

> *"The vacated portion of the building at Franklin street and Park avenue will be utilized by the Flower-Warner [sic] company for expansion of garage and display space. When remodeling, which was begun yesterday is complete, the entire building will be occupied by this firm, distributor of Chrysler and Plymouth cars."* (Waterloo Evening Courier, July 24, 1929, Page 10)

The Fowler-Warren Company

The Fowler-Warren dealership occupied the Baum-McDonald Building from 1929 to 1937. The company was incorporated as the Waterloo Carriage Co. in 1899 by J. B. Fowler and W. W. Miller and other investors. They constructed a new three story building in the Riverside addition for the manufacture of carriages and buggies. (Waterloo Daily Courier, February 25, 1899, Page 1) Over the years they began to sell automobiles and when

they moved into the Baum-McDonald building they became the new Chrysler and Plymouth dealership. (Waterloo Daily Courier, June 27, 1929, Page 19) An advertisement in October of the same year lists the Frank Collord Jr., Inc. as the Dodge dealership at *"Automobile Corner"* in the same block at the corner of 3rd Street and Franklin. With Collord's new building and the Baum-McDonald building on East Park Avenue, a nearly complete blockfront of automobile related businesses in this block was created (the undertaker's business in the house between the buildings remained for several years). (Waterloo Evening Courier, May 18, 1929, Page 15)

An article in May of the same year describes the "Franklin St. District" as an expansion of the east business district:

> *"Frank Collard to Build on Site of Lichty House: Automobile Dealer Plans Business Building, Franklin St. District Booms ... The east business district in recent years has constantly been extended on Park avenue and Franklin Street."* (Waterloo Evening Courier, May 18, 1929, Page 15)

This description points out the importance of Franklin Street as a commercial center of its own and its relationship with the main east side commercial district.

In the description of the Baum-McDonald Building lists both the Fowler-Warren Co. and Central Battery & Electric Co. as occupying the building: *"... farther to the south east in the same block is a large garage building occupied by Fowler-Warren company, Chrysler dealer, and Central Battery & Electric company."* (Waterloo Daily Courier, May 18, 1929, Page 15)

Baum-McDonald Auto Company

The A. E. Baum & Co. business is listed in 1917 as a new agency located at 1027-1029 Sycamore Street near the Cedar River. The partnership between A. E. Baum and L. F. McDonald initially sold Lexington automobiles. (Waterloo Evening Courier, December 1, 1917, Page 3) An advertisement for Kelly Springfield Tires in 1919 lists a new address for the building at 710-712 Lafayette Street (Waterloo Evening Courier, September 10, 1919, Page 5) on a side street, two blocks off the east side's main street - 4th Street Other articles between 1919 and 1937 list the sales of Nash, DeSoto, and Plymouth, and Lexington cars as well as used cars at this address.

A large advertisement with a photograph (Cont. Sheet 20) of the Baum-McDonald Auto Company building was published on March 7, 1937 when the dealership was moved to this larger building and more prominent new location at the corner of Franklin Street and Park Avenue. In large capital letters the company is described as *"AN OLD FRIEND IN A NEW LOCATION"* and a photograph next to it describes L. C. McDonald as a well-known local businessman:

> *"L. C. McDonald needs no introduction. Expert services at low cost has won his organization an enviable reputation throughout this city. ... You are cordially invited to inspect the finer facilities available at this new address."* (Waterloo Daily Courier, March 7, 1937, Page 11)

The move is described as proof of the popularity of one of their cars and the addition of Pontiac automobiles – *"America's Finest Low-Priced Car"* - to their dealership list. *"The recent move of this well-known organization to larger quarters proves better than words how enthusiastic this city is about the Silver Streak Pontiac six and eight. (*Waterloo Daily Courier, March 7, 1937, Page 11) Lyle C. McDonald was elected president of the Waterloo Automobile Dealers association in 1944 and both he and A.E. Baum served on many other local and regional boards. The business participated in many community related events and initiatives including the Century of Progress as well was had membership in the Chamber of Commerce.

Over the years, the dealership was part of many 'Auto Shows' at the local Cattle Congress grounds, conducted many events such as having the Pontiac Glass Car on show that was built to show the new *"'unisteel' turret type of body construction." (*Waterloo Daily Courier, March 11, 1941, Page 11) An advertisement in April of 1942 explained how the dealership could help qualifying members of the public buy cars during WWII:

> *"Uncle Sam Says 'OK' ... So New 1942 Pontiacs are Available at <u>no</u> increase in list price. Who Can Buy a New Car – and How to Go About It. In addition to physicians, nurses, ministers and those in certain civic services,* all persons directly or indirectly connected with the war's prosecution *are eligible to purchase a new car. ... We will help you determine whether you are eligible, and then help you get a certificate of purchase on a new Pontiac."* (Waterloo Daily Courier, April 26, 1942, Page 3)

In February of 1949, a building permit was taken out for the "remodel for office space" on the second floor and then in 1950, another permit was taken out for the remodeling of more office space at 520 5th Street, just a block away from their main building. (Waterloo Daily Courier, February 16, 1949, Page 2 and August 26, 1951, Page 2) The last date for help wanted advertisements for the firm was in 1952. (Waterloo Daily Courier, January 6, 1952, Page 30)

Cedar Motors Inc.

A large display advertisement and a help wanted advertisement in February of 1953 list the address for the Cedar Motors Inc. Pontiac dealership as 425 Franklin Street. (Waterloo Daily Courier, February 1, 1953, Pages 14 & 32) It appears that they were at this location for only a short period of time as their advertisement for repossessed cars in March of 1956 describes the company as *"Your Former Pontiac Dealer"* and lists the address as 900 Commercial Street. A notice in July of the same year notifies creditors that *"Cedar Motors, Incorporated of Park Avenue and Franklin Street, in the City of Waterloo, Iowa made an assignment of all its property ... [to] James C. Dunbar as assignee ..."* (Waterloo Daily Courier, March 2, 1956, Page 21 and July 26, 1956, Page 26)

Martineau Motors

An article in September of 1956 notes that Philip A. Martineau, currently the managing partner at the Dahl Motor Company, purchased the business that at the time was located at 512 Jefferson Street, a smaller building in a less prestigious location. *"The new firm has been awarded an exclusive franchise for the sale of Plymouth automobiles in Waterloo and will continue to serve at [sic] the Waterloo dealer for De Soto automobiles."* A large advertisement in the same paper for the Grand Opening Sale describes the change as: *"The Frantic Frenchman Takes Over from The Delirious Dane [as] Waterloo's New Exclusive Plymouth – DeSoto Dealer".* (Waterloo Evening Courier, September 10, 1956, Pages 7 & 17)

By 1970, the Martineau Motors company was advertising Chrysler Imperial cars at their location at 425 Franklin Street, and in 1975 a long list of "Super Buys On '75 New Models and Executive Cars" in the Baum-McDonald building, (Waterloo Daily Courier, September 18, 1970, Page 6 and Waterloo Courier, December 18, 1975 Page 31) An advertisement in 1980 for used cars at the Franklin Street location notes that they are

"On Display Inside Showroom" rather than just outside in the yard. (Waterloo Courier, March 29, 1981, Page 60)

Then also in 1981, two proposals were made to the City of Waterloo for the issuance of bonding for changes to the 425 Franklin Street property and the Baum-McDonald Co. Building. The first, as described in the April 28th edition of the Waterloo Courier, proposed demolition of the building for the construction of a car wash. The article notes that before the council could approve the bonds *"it must be decided whether the property will be included in the city's urban revitalization district."* (Waterloo Courier, April 28, 1981, Page 3) A second proposal was made in June to *"remodel and renovate the former Martineau Motors building at the corner of East Park Avenue and Franklin Street."* The proposed work included *"A new façade will be put on the outside of the building and it will be remodeled inside."* Part of the building was to be used for the offices of the Brandt & Associates company and the rest as rental space. (Waterloo Courier, June 8, 1981, Page 20) A minor building permit for siding work was issued in 2013.

Currently, the building is mostly vacant with some areas used for storage and automobile repair.

Automotive Industry in Waterloo

Thomas & Associates describes Waterloo's development at the turn of the century in their Preservation Plan for the City:

> *"Between 1890 and 1920, industrial development was rapid and the city's population soared, doubling nearly every decade to reach over 36,000 by 1920. During this period, the city's economy prospered and its downtown developed into a regional commercial and distribution center with a wide variety of stores, shops, and warehouses."* (Thomason & Associates, Page 15)

By 1916, Black Hawk County was third in Iowa in automobile ownership and was home to the Dart Manufacturing Company that produced trucks from 1907 to 1925 after which the company moved to Kansas City. The Waterloo Evening Courier lists eighteen automobile dealers in the city in 1916 who sold a wide

variety of models including Ford, Oldsmobile, Buick, Chevrolet, Packard, Maxwell, Hupmobile, Detroiter, Metz, Reo, Chalmers and Peerless (Waterloo Evening Courier, December 30, 1916, Page 4). By the late 1920s automobile use in Black Hawk County had increased to over 16,000 registered vehicles.

An extensive description of the automotive industry in Waterloo is found in *Historic and Architectural Resources of Downtown Waterloo* starting in the 1920's, the same era as the construction of the Baum-McDonald building. (Deiber, Historic and Architectural Resources of Downtown Waterloo, Section E, Page 16) In it, the importance of Franklin Street as part of both highways 59 and 40 and the 400-800 blocks as the location of many automobile related businesses is described:

> *"In the 1920s Waterloo was at the confluence of three highways: 59, 40, and 5. Highway 59 entered the city from the southwest on 4 Street, jogged over to 5th Street at Wellington, then continued northeast through the downtown area on 5th Street. The highway then traveled north on Franklin Street and Logan Avenue. Highway 5 entered town on Westfield to Commercial Street, then followed 5th across the river to Independence Avenue. Finally, Highway 40 entered from the southeast on La Porte Road to Commercial Street, again followed 5th across the river, then proceeded northeast along Franklin Street, Riehl Street, and Cedar Bend ... ."*
>
> *"By the late 1920s automobile use in Black Hawk County had increased to over 16,000 registered vehicles. Auto-related businesses, such as gas stations, garages, auto parts stores, and car dealerships, proliferated through the 1920s and 1930s. These businesses clustered around the periphery of the established downtown district and along the major highway thoroughfares of 5th, Commercial, and Franklin streets. On the east side of the river, auto-related businesses could be found along East 5th Street; the 600-800 blocks of Sycamore, Lafayette, and Mulberry; the 400-800 blocks of Franklin; and scattered in the 100 and 300 blocks of Park Avenue."*
>
> *"Early businesses occupied rooms in larger commercial buildings. As demand for services grew, new buildings were built strictly to house auto-related businesses, from dealerships to auto service and repair."*
> (Deiber, Historic and Architectural Resources of Downtown Waterloo, Section E, Page 16.)

In addition to Highways 59 and 40, two trolley lines ran just a block to the south on 4th Street through both the west and east side downtown districts and major north-south trolley line ran directly in front of the Baum-McDonald building on Franklin Street, providing views of the dealership's cars to thousands of potential buyers.

Criterion C

The Baum-McDonald Auto Company Building is also significant under National Register of Historic Places Criterion C as a commercial building that embodies the distinctive characteristics of automobile dealership buildings constructed at the beginning of the 20th-century. It is also significant as a Type III, Broad Front commercial building, for its masonry construction that includes structural clay tile, a bowstring roof, and its Art Deco style form and details. Its period of Significance is from 1923 when it was constructed, to 1985 as the first year it was used for businesses other than those related to the automobile.

A large advertisement with a photograph (Cont. Sheet 20) of the Baum-McDonald Auto Company Building was published on March 7, 1937 when the dealership was moved to this larger building on a more prominent location at the corner of Franklin Street and Park Avenue. *"You are cordially invited to inspect the finer facilities available at this new address. ... The recent move of this well-known organization to larger quarters proves better than words now enthusiastic this city is about the Silver Streak Pontiac six and eight.* (Waterloo Daily Courier, March 7, 1937, Page 11) The photograph shows both the Franklin Street and East Park Avenue sides of the building with its distinctive Art Deco style details on both sides of the building, the Art Deco form of the two story part of the building, and the Broad Front façade along Franklin. A main public entrance at the corner, large glass panel display windows and service bay doors are shown as well.

The building's exterior and interior were remodeled in 1982, after the Martineau Motors dealership vacated the building, for use as offices for various non auto-related businesses. Limited removals of changes made to the exterior have revealed that the original display window openings on both parts of the building, and first and second floor windows in the two story part of the building remain but the frames have been replaced (Cont. Sheets 22 & 23).

Jan Olive Nash states in *Iowa's Main Street Commercial Architecture* that most Type III Commercial Buildings (Second Generation and Reconstructing Main Street Buildings, Structures, and Objects) like the Baum-McDonald Auto Company Building may qualify as contributing features of a commercial district under significance requirements A for association with the development and later building phases of a commercial district and that have served an important role on 'Main Street', or C for resources that are mostly intact examples of their type with good integrity. Additionally, single resources like the Baum-McDonald building may also be individually eligible where they display high integrity and their historical association is strong.

She notes also that changes made to a building during their period of significance and that reflect a desire to update the business's image with a new, modern façade may be considered as contributing structures:

> *"Nearly every commercial building of some age has seen a number of storefront updates, with few buildings retaining their original storefronts. However, occasionally buildings have had their fronts completely remodeled to the point that the original facade is no longer discernible. The facade remodeling might consist of cladding the exterior with a "slipcover" of metal siding, Perma-stone, stucco or other cover-up treatment. It might also consist of the complete removal of the original facade materials and replacement with a new facade, such as a new face brick. .... if the remodeling was done within the period of significance, then the building might be considered contributing if the remodeling reflected the context of continued progress and success in the commercial district and the desire to update an older building to reflect that progress."* (Nash, Iowa's Main Street Commercial Architecture, Section F, Pages 40-41)

The Type III and Broad-front Commercial Building Types

Type III commercial buildings, from the Second Generation and Reconstructing Main Street era, date from the turn of the century into the early years of the 20th century after Waterloo was successful in obtaining several direct rail connections and continued with the construction of the state highway system. In Iowa *"... [it] was reflected in the continued building up of the platted commercial district, including infill on previously empty lots and the replacement of earlier buildings lost due to fires and demolition as well as expansion of the original commercial district."* (Nash, Iowa's Main Street Commercial Architecture Section F, Pages 40-41)

Jan Olive Nash describes Type III buildings as typically multi-story in height, of masonry (generally local) construction, with anywhere from one to a number of actual store units that were often unified by a shared façade in a number of different styles that *"[reflected] the influence of national trends, local tastes, and a desire to demonstrate to the public one's business success by constructing a stylish, up-to-date building."* (Nash, Iowa's Main Street Commercial Architecture Section F, Page 41)

Herbert Gottfried and Jan Jennings addressed just a few commercial property types in their book American Vernacular Design, 1870-1940. They chose to focus on post-railroad vernacular architecture that had been affected standardization and mass-production of building components. Nash notes that in this study they struggled with the relative importance of architectural style versus building form in part because commercial buildings are *subject to alterations "at the whim and pocket book of the merchant, and undergoing a continuing evolution during late nineteenth and early twentieth centuries from multiple functions sheltered in a single building, to specialized goods or services housed in unique structures constructed for the purpose."* (Gottfried, Page 370

Gottfried and Jennings define the first Broad-front buildings as single story structures with wide, deep footprints and primary façades that were divided into lease spaces for several small businesses. Because the structure is based on truss-roof and bowsting roof construction and load-bearing exterior walls with widely spaced columns, interior configurations are determined by the nature and requirements of the individual businesses.

They all had individual doors into each space, large plate glass display windows with wide transom windows, and a space between these windows and the top of the building for signage. While downtown buildings in the 19th century were generally uniform in terms of fenestration and materials at often built in sets of three or more storefronts generally referred to as 'Blocks', they note that in the first decades of the 20th century as a consequence of store owner's desires to have their building express a certain image, attempts were made to "display ... 'artistic beauty' or 'striking effect.' " (Gottfried, Page 370) Changes to the design of the primary facades included larger and more windows for display, deep bulkheads for signage, more emphasis on entrances, color and modern materials, and articulated pediments. They also describe changes made over

the years to many of these buildings: *"Storefronts have always been directly associated with myths about progress and change, especially about the need to change appearance in order to stay competitive."* (Gottfried, Page 369)

Masonry Construction

As noted on the 1962 Sanborn map (Cont. Sheets 17 & 18), the Baum-McDonald Auto Company Building is of brick and tile construction. It consists mainly of ribbed structural clay blocks with areas of concrete block and brick. It is faced with two types of brick: a fine, textured brick on the Franklin Street and East Park Avenue facades and for a short distance on the east side, and a common brick on the rest of the east side, on the north side, and on the west side of the second story.

Structural clay blocks, made from natural clay and fired in a kiln to create hard building blocks, were used for exterior and interior load-bearing walls in the early 20th century. The hollow interior is divided into 'cells' by 'webs' that gives them their strength and the grooves or ribbing helps mortar or plaster adhere to the face. If the blocks were not vitrified or glazed and exposed above ground to the weather, they can deteriorate so a coating of stucco or a layer of face brick needed to be applied. They were often included in local building codes as a fire resistant building material for movie theaters and automobile related buildings like the Baum-McDonald building and were also used as a way to fireproof iron or steel framing members. (Cont. Sheet 22-24) In this building, the structural clay tile served both structural and fireproofing functions.

Framing and Roofs

Also shown on the 1962 Sanborn map, are iron columns between the one and two story parts of the building. (Cont. Sheets 17 & 18) The steel bar joist and bowstring roof structures allow for open floor plans in the two story area and there are structural columns and a deep steel beam down approximately the middle of the one story area. The floors in both areas are reinforced concrete slabs and the second floor structure consists of wood joists and beams with wood flooring. The flat roof structure of the one story part of the building also consists of wood joist and beams.

The character defining bowstring roof on in the two story section consists of trusses with both metal and wood top and bottom chords and web members, wood purlins, and wide wood boards that follow the roof's curve. The metal trusses are set in end-shoe pockets in the masonry walls. There are some areas of metal and wood reinforcing and repairs. (Cont. Sheet 24)

The Art Deco Style

Thomason & Associates describe the increase in the number of automobiles, construction of the Park Avenue Bridge, and the appearance of automobile related businesses in Black Hawk County in their *Preservation Plan* for Waterloo:

> *"In the late 1920s, automobile use increased to over 16,000 automobiles registered in Black Hawk County. To accommodate the increasing flow of traffic, spans were erected across the Cedar River at 18th Street and Park Avenue during the 1930s. ... Automobile use is also demonstrated in the appearance of auto-related businesses such as gas stations and garages. Several early twentieth century gas stations remain extant in downtown Waterloo."* (Thomason & Associates, Page 43)

They also describe use of the Art Deco style's relationship to the design of automobiles and airplanes, and its use in downtown Waterloo:

> *"As new building's emerged in downtown Waterloo, some reflected contemporary modern designs such as Art Deco or Art Moderne. These styles became popular in the 1920s and 1930s and reflected the streamlined sleekness and style of airplanes and automobiles. In addition to the auto-related businesses mentioned previously, Waterloo's downtown contains some interesting examples of these designs."* (Thomason & Associates, Page 45)

Of interest that it was Ford Motors' invention of a new process for making a thinner plate glass for windshields in 1918 that lead to the manufacture of larger sheets of plate glass that could also be used in large automobile dealership showroom windows.

One of these buildings is the Baum-McDonald Auto Company Building. Although there are several such buildings remaining on the west side of the River, this is one of only two early automobile dealership buildings

remaining on the east side. The other, the Overland Waterloo Company Building, was designed in a Classical Revival style to attract a different type of consumer. Advertisements for dealerships in the Baum-McDonald building over the years focus on the latest and most elegant automobiles on offer and three of these can be seen in the 1937 building photograph. (Cont. Sheet 20) Industrial designers used Art Deco motifs to decorate streamlined cars, trains, kitchen appliances, and many other machine-age innovations. (Cont. Sheet 21)

The Art Deco style was popular between 1925 and 1940 after Eliel Saarinen submitted an Art Deco design for the Chicago Tribune Headquarters building in 1922 and the public embraced the style as representing a break with the past and progress in 'The Machine Age'.

> *"Art Deco buildings have a sleek, linear appearance with stylized, often geometric ornamentation. The primary façade of Art Deco buildings often feature a series of set backs that create a stepped outline. Low-relief decorative panels can be found at entrances, around windows, along roof edges or as string courses. Art Deco buildings feature distinctive smooth finish building materials such as stucco, concrete block, glazed brick or mosaic tile. Decorative details can incorporate various artistic or exotic motifs to suit the building's function or the architect's whim. Chevrons, zigzags, and other geometrical motifs are common forms of ornament on Art Deco style buildings."* (Pennsylvania Historical & Museum Commission Web Site)

Identifiable Art Deco features include simplified and streamlined building forms: stepped or set back front façade; low relief decorative panels; strips of windows with decorative spandrels; smooth wall surfaces and smooth-faced stone and metal; vivid colors; geometric designs including zigzags, chevrons and pyramidal shapes; towers, curved parapet shapes and other vertical projections that create a vertical emphasis; and reeding, fluting and corbelling around doors and windows.

The Baum-McDonald Auto Company Building has two parts: a wide, one story Broad-front section facing Franklin Street, and a two story section with a narrow, upright main façade facing East Park Avenue. Both have simplified building forms, one with streamlined, horizontal massing and the other in a compact, vertical form. Originally, the Art Deco style triangular shapes above the first story windows, and the arch on the East

Park Avenue facade were repeated in a vertical raised pediment structure over the main entrance and a sweeping curve along the pediment on Franklin Street. (Cont. Sheet 20)

Both sides have stepped set-backs and low relief decorative panels typical of Art Deco style buildings, mainly around entrances, around significant windows, and in the bulkhead and sign panel areas. When first constructed, the display room windows along Franklin consisted of large glass panes and sets of automobile doors and although the openings have been filled in, the overall impression is still of a horizontal band of windows and decorative elements. The overall color of the brick on these public facades is dark purple with traces of orange, red and the vertical wire cut texturing is relatively subtle. Limestone elements are smooth and in simple geometric shapes.

The Baum-McDonald Auto Company Building has overall good integrity in terms of all seven aspects of integrity including its architectural design, original materials and fine workmanship and projects the feeling of the 'Machine Age' and automobile centered time period at the turn of the century and into the first decades of the 20th century. Although alterations to the display window areas on the first floor, replacement of other windows, and addition of siding on a portion of the east façade all are reversable and the building retains sufficient physical integrity to convey its age and historic period.

Comparison Buildings

Four similar automobile-related and commercial buildings are described below as comparisons to the Baum-McDonald Auto Company Building. Two on 5th Street across the Cedar River in the Waterloo West Commercial Historic District, one just a block away in a small east side neighborhood commercial area, and the large Overland Waterloo Company building, also located diagonally from Lincoln Park. The comparisons are of current conditions. (Cont. Sheets 25 - 28)

Comparison Building 1: 316-320 West 5th Street - Handler Motor Co. Building: (Cont. Sheet 25)

The Handler Motor Co. Building was constructed in 1927, four years after the Baum-McDonald building, a block south of the main west side commercial street – 4th Street - in the Waterloo West Commercial Historic District. The building was initially occupied by Billeter Chevrolet until 1931. Subsequently, the Handler Motor Company took over the building, where they sold automobile accessories and parts. It was also the sole distributor for United Motors Service. (Waterloo Daily Courier, January 1, 1933, Page 1) The company moved their used car operations to the Auto Hotel building (described below) in 1931.

It is described in the Waterloo West Commercial Historic District nomination as:

> *"... a one-story brick and concrete block building with a brick parapet wall. The main facade consists of four fenestrated bays containing modern steel windows that are sheltered with shallow plastic canopies. The parapet roof combines stepped sections with a central round arch motif in the center. This parapet style is continued on the front sections of the east and west facades. The structure has a large barrel [bowstring] roof with steel hopper windows on the east and west facades."* (Deiber, Waterloo West Commercial Historic District, Pages 6-7)

Although the building has been extensively remodeled and a large addition was constructed in the 1960's, it still considered to have sufficient integrity to be considered a contributing structure to this historic district.

> *"The exterior of the main facade has been extensively remodeled with downsized display windows, stuccoing of the original brick, and alteration of the shape of the parapet. A large addition was constructed on the rear (north) facade of the building sometime in the 1960s. .... The building has thoroughly modern materials, including synthetic stucco panels, steel windows, and shallow plastic window canopies ... ."* (Deiber, Waterloo West Commercial Historic District, Pages 6-7)

It compares to the Baum-McDonald building in the following ways:

- Overall Integrity: The overall integrity after significant alterations is fair whereas the integrity of the Baum-McDonald building, as mostly intact, is good in terms of its historic structures, original materials, and quality of workmanship. Both have good integrity of feeling as they still express original use and construction period, of association as extant examples of the development and expansion of automobile related businesses, and of setting for their contributions to the historic area around them.

- Size: The original Handler Motor Co. building is considerably larger (80' wide x 180' deep). With the modern addition it stretches from West 5th Street all the way to West 4th Street (300') but is only one story whereas the Baum-McDonald building consists of both a one and a two story section.
- Shape/Plan: This building consists of one large building that is divided into three 60' sections where the Baum-McDonald building has two distinct parts with large open spaces.
- Location: The Baum-McDonald building is located at a major intersection across from Lincoln Park whereas the Handler Motor Co. building is located on a side street a block south east from West 4th Street, the main street of the Waterloo West Commercial Historic District with limited visibility.
- Block position and orientation to the street: The Baum-McDonald building has a highly visible main entrance whereas the Handler Motor Co. building's entrance's visibility is based on the removal of another building next to it.
- Commercial building type: The Handler Motor Co. building is also a Type III commercial building and may have originally had a Broad-front configuration.
- Architectural style: It appears that the front façade parapet configuration and the design of the main entrance is original although the change in façade materials makes it hard to determine, but the bowstring roof behind it is visible on both sides. Most of the Art Deco style parapets and details on the Baum-McDonald building remain.
- Materials: The entire brick front façade of the Handler Motor Co. building has been covered with stucco panels and all of the windows have been changed to modern fixed and casement units. Although the display windows on the Baum-McDonald building have been filled in with removable materials, all of the original brick and most of the limestone details remain.
- Structure: Both buildings have character defining bowstring roofs that are visible from the street. From Assessors page for the Handler Motor Co. building, it appears that the walls are concrete block whereas the Baum-McDonald building structure consists mainly of structural clay block.

Comparison Building 2: 317-325 West 5th Street - Auto Hotel Building (Cont. Sheet 26)

The Auto Hotel Building was constructed in 1928, five years after the Baum-McDonald building, just across West 5th Street from the Handler Motor Co. Building and is also in the Waterloo West Commercial Historic District. The Auto Hotel business sold used cars.

It is described in the Waterloo West Commercial Historic District nomination, along with alterations, as:

"... a one-story commercial building that consists of two sections. The larger, southwest block is six bays with a barrel arch roof and a brick false front facade. The original large opening has been altered from its original configuration. Three bays have rollup metal vehicle doors; the remainder of the opening has been enclosed and has a single-leaf glazed metal door and two one-light fixed metal-sash windows. The entire opening has a soldier course lintel."

"... The two-bay northeast block is one story with a flat roof. This section of the building is faced with six-course common bond brick. The facade has a three-light metal sash window. The corner entrance is canted with a rounded hood. Its single-leaf door has glass block sidelights and transom. The northeast elevation is 12 bays, with multiple-light metal-sash windows with lug sills and two rollup vehicle doors. The southeastern-most bay is recessed, and its metal roll up door is smaller than the original opening. The southeast elevation is 10 bays wide and clad with stucco. The 10 glass block windows are not original to the building; the larger original openings have been enclosed with concrete block. The southwest elevation is unfenestrated." (Deiber, Waterloo West Commercial Historic District, Page 7)

It compares to the Baum-McDonald building in the following ways:

- Overall Integrity: The overall integrity of both buildings, after alterations, is good in terms of their historic structures, original materials, and quality of workmanship. They both have good integrity of feeling as they still express their original use and construction period, of association as extant examples of the development and expansion of automobile related businesses, and of setting for their contributions to the historic area around them.
- Size: The Auto Hotel building is narrower than the Baum-McDonald building (60' wide x 120' deep). It is all one story whereas the Baum-McDonald building consists of both one and a two story sections.
- Shape/Plan: Like the Baum-McDonald building it consists of two parts: a narrow, flat roofed section with the main entrance along the alley, and a wider section with a bowstring roof with an open span plan.

- Location: The Baum-McDonald building is located at a major intersection across from Lincoln Park whereas the Auto Hotel building is located directly across from the Handler Moto Co. building on a side street a block south east from West 4th Street, Waterloo's main street with limited visibility.
- Block position and orientation to the street: The Baum-McDonald building is located on a prominent corner lot with a highly visible main entrance whereas the Auto Hotel building is located in the middle of its block. Its current visibility is based on the removal of another building next to it. The design does take advantage of the building's location with the main public entrance located on the mid-block alley.
- Commercial building type: The Auto Hotel building is also a Type III commercial building with a Broad-front configuration. A display window area is located next to the main entrance and although there are areas of modern infill and overhead doors, the front façade still reflects a Broad-front layout.
- Architectural style: There is an Art Deco style element on the Auto Hotel building: a rounded corner with a canted main entrance with glass block windows. The rest of the façade is more typical of an early 20th century Brick Front style. There are more Art Deco style details on the Baum-McDonald building, and the two story façade contributes to the overall impression of a building in this style.
- Materials: The original brick façade along West 5th Street and some of the original coping remain and are in good condition and changes made to the original openings appear to be reversable. Although the display windows on the Baum-McDonald building have been filled in with removable materials, all of the original brick and most of the limestone details remain.
- Structure: Both buildings have character defining bowstring roofs that are visible from the street. From Assessors page for the Auto Hotel building it appears that, like the Baum-McDonald building, the walls are a combination of brick and structural clay block.

Comparison Building 3: 621-623 East 4th Street – Barnes and Wight Grocery (Cont. Sheet 27)

The Barnes and Wright building was constructed as a grocery store in 1923, the same year and the Baum-McDonald building, and although it was is not an automobile related structure it is typical of a Broad-front commercial building with similar materials and originally had large glass display windows. It is located in a short block of other early 20th century commercial buildings just two blocks away on East 4th Street. It is listed as a contributing building to the Walnut Street Historic District that is mainly residential.

Property Name: The Baum-McDonald Auto Company Building

Property Address: 425 Franklin Street, Waterloo, Iowa

A history of the building includes how two grocery stores, owned by neighborhood residents, occupied this Broad-front building:

> *"In 1923 Barnes Grocery moved into a new, two-storefront building at 621 E. 4th Street. Wight's Grocery and Market moved into the new storefront next door at 623 E. 4th Street. (At that time 10 grocery stores were located on E. 4th Street from the 600 block up to the 1700 block.111) Both grocers resided in the immediate area: W.H. Barnes lived at 805 Walnut Street, just south of the area, and Edgar B. Wight lived at 219 Logan Avenue, two blocks west of the district."* (Deiber, Walnut Street Historic District Nomination, Section 8, Page 37)

The building is described simply as a *"One-story, masonry, multi-front commercial building. Features a flat roof, brick veneer façade, aluminum siding window coverings, recessed offset entrance, and clay tile coping."* (Deiber, Walnut Street Historic District Nomination, Section 7, Page 13) As a Broad-front type building that housed two different grocery stores, it is divided into two unequal bays and is one of a continuous row of one story brick buildings constructed around the same time on this block.

It compares to the Baum-McDonald building in the following ways:

- Overall Integrity: The overall integrity of both buildings, after alterations, is good in terms of their historic structures, original materials, and quality of workmanship. They both have good integrity of feeling as they still express their original uses as a grocery store and an automobile dealership, their period of construction, of association as extant examples of the development and expansion of commerce and automobile related businesses in Waterloo's at the beginning of the 20th century, and of setting for their contributions to the historic areas around them.
- Size: As a neighborhood grocery store, the Barnes and Wight Grocery building is considerably smaller than the Baum-McDonald building (50' wide x 60' deep) and is all one story whereas the Baum-McDonald building consists of both one and a two story sections.
- Shape/Plan: As seen on the 1962 Sanborn map (Cont. Sheet 17) it was constructed with two bays: a wide one on the right with the entrance, and a narrower bay on the left. As a larger building constructed for a different use, the Baum-McDonald building consists of two parts: a narrow, flat

roofed section with the main entrance along the alley, and a wider section with a bowstring roof with an open span plan.

- Location: Because the Baum-McDonald dealership needed to be highly visible to customers from all over Black Hawk County it is located at a major intersection across from Lincoln Park, whereas the Barnes and Wight Grocery is located on a short, diagonal extension of East 4th Street with limited visibility but with easy accessibility for its local customers.
- Block position and orientation to the street: The Baum-McDonald building is located on a corner lot and has public facades on both streets whereas the Barnes and Wight Grocery building is located in the middle of its block and faces the street.
- Commercial building type: The Barnes and Wight Grocery building is also a Type III commercial building with a Broad-front configuration. Even though the display windows have been filled in with horizontal siding and one modern window, the front façade still reflects a Broad-front layout.
- Architectural style: The façade is typical of an early 20th century Brick Front style with few decorative elements. The Broad-front one story façade of the Baum-McDonald building has rows of brick corbeling, recessed entrance and sign areas also with brick detailing and the two story Art Deco façade contributes to the overall impression of an automobile dealership.
- Materials: The original East 4th Street brick façade and tile coping remain and are in good condition and changes made to the original storefront openings appear to be reversable. All of the Baum-McDonald building's original brick and most of the limestone details remain and the infill in the display windows on is removable.
- Structure: The Barnes and Wight Grocery building has a flat roof and is constructed of concrete block with face brick whereas the Baum-McDonald Auto Company Building is constructed mainly of structural clay block with face brick. It also has a bowstring roof on the two story part of the building that, unlike the Baum-McDonald building, is not visible from the street.

Comparison Building 4: 551 East 4th Street – The Overland Waterloo Co. Building (Cont. Sheet 28)

Like the Baum-McDonald Auto Company Building, the Overland Waterloo Company Building is located on a prominent corner lot across from Lincoln Park at the intersection of Franklin Street and East 4th Street – the main street of Waterloo's East Commercial Historic District and is listed on the National Register of Historic

Places. It was built in 1915, eight years before the Baum-McDonald building at a time when Classical Revival architectural styles were used for government and institutional buildings as well as prestigious commercial buildings. It is described in its NRHP documentation as:

> *"... locally significant under Criterion A for its significant association with the distribution network of the Willys-Overland Company and with the growth and development of the automobile industry in Waterloo. The Overland Waterloo Company Building was designed as a multi-story automobile distributorship for Overland automobiles positioned on a prominent corner in downtown Waterloo, a practice that was adopted by large automobile companies to market their product. The building was designed to give the highest level of service to Overland customers with all the automotive needs in one building."*
>
> *"[It] is a four-story Classical Revival style building designed by Clinton P. Shockley and constructed of stone, brick, reinforced concrete slab floors, concrete mushroom columns, and terra cotta tile. Exterior materials and features include stone, terra cotta pilasters, window surrounds, and a balconet. The main facade features five fenestrated bays defined by patterned brick pilasters surmounted by terra cotta plaques with swag motif. A terra cotta balconet is centered above the main entrance. The secondary facade on Franklin Street features four fenestrated bays with the same bay arrangement. ... The interior retains many original spaces and features such as the brick entrance vestibule, decorative plaster ceiling, brick wainscot with terra cotta cap on first floor, terrazzo first floor, mushroom columns, and multi-pane windows in the penthouse. Many of these finishes are hidden behind modern alterations that occurred over the building's history to accommodate new businesses and the current television station."* (Deiber, Overland Waterloo Co. Building Nomination, Page 3)

As noted on the 1918 Sanborn map (Cont. Sheet 16), it is listed as of fireproof construction and had a capacity to store and show 400 cars. In addition to the "Display & Office area, there was a "Garage" on first floor, a repair shop on the second floor, and storage and printing facilities in the basement and on third and fourth floors.

Exterior alterations, prior to the recent rehabilitation project, include installation of aggregate and granite panels on the first floor storefronts, replacement of upper story windows, and removal of the decorative

cornice. The building has recently been rehabilitated following Secretary of the Interior's Standards for the Treatment of Historic Properties and is home to the KWWL television company.

Although significantly larger and more decorative than the Baum-McDonald building it was also constructed as to house an automobile dealership. It is the only other early 20th century automobile related building remaining on the east side of the Cedar River.

It compares to the Baum-McDonald building in the following ways:

- Overall Integrity: The overall integrity of both buildings, after alterations, is good in terms of their historic structures, original materials, and quality of workmanship. They both have good integrity of feeling as they still express their original uses as automobile dealerships, their periods of construction, of association as extant examples of the development and expansion of commerce and automobile related businesses in Waterloo's at the beginning of the 20th century, and of setting for their contributions to the historic area around them.
- Size: The Overland building is considerably larger than the Baum-McDonald building. Constructed as a flagship building for the distribution of the Willys-Overland Companies automobiles, it is four stories tall and has a 13,800 square foot footprint.
- Shape/Plan: As seen on the 1962 Sanborn map (Cont. Sheet 17) it was constructed as one large four story building with a dividing wall on the first floor and had the capacity to house and display 400 cars. The Baum-McDonald building is smaller built in two parts: a one story section on Franklin Street and a two story section off East Park Avenue.
- Location: Because both dealerships needed to be highly visible to customers from all over Black Hawk County, they are located at two major intersections across from Lincoln Park and along Franklin Street that was part of Highways 59 and 40 and had a major north-south trolley line.
- Block position and orientation to the street: Both buildings are located on prominent corner lots and have public facades on both streets.
- Commercial building type: The Overland Waterloo Co. building is a Type IV commercial building, a grouping that includes civic and institutional buildings. The Baum-McDonald building, although also for

an automobile related business, is more typical of a Type III commercial building that are usually smaller, are constructed of more common materials, and have less ornamentation.

- Architectural style: The Overland building was designed in a Classical Revival style and has considerably more ornamental elements including balconets, terra cotta plaques with swag motifs, and pilasters. The Baum-McDonald building has simple details such as brick corbeling, with an Art Deco, two story facade on the East Park Avenue side.
- Materials: Exterior materials include stone, terra cotta pilasters, and patterned brick. The Baum-McDonald building's public facades have just face brick with a few Art Deco style limestone details.
- Structure: The Overland Waterloo Co. building h is of "Fireproof" masonry construction, similar to the Baum-McDonald Auto Company building's brick and structural clay block walls. It has a flat roof as compared to the character defining bowstring roof on Baum-McDonald building.

Property Name: The Baum-McDonald Auto Company Building

Property Address: 425 Franklin Street, Waterloo, Iowa

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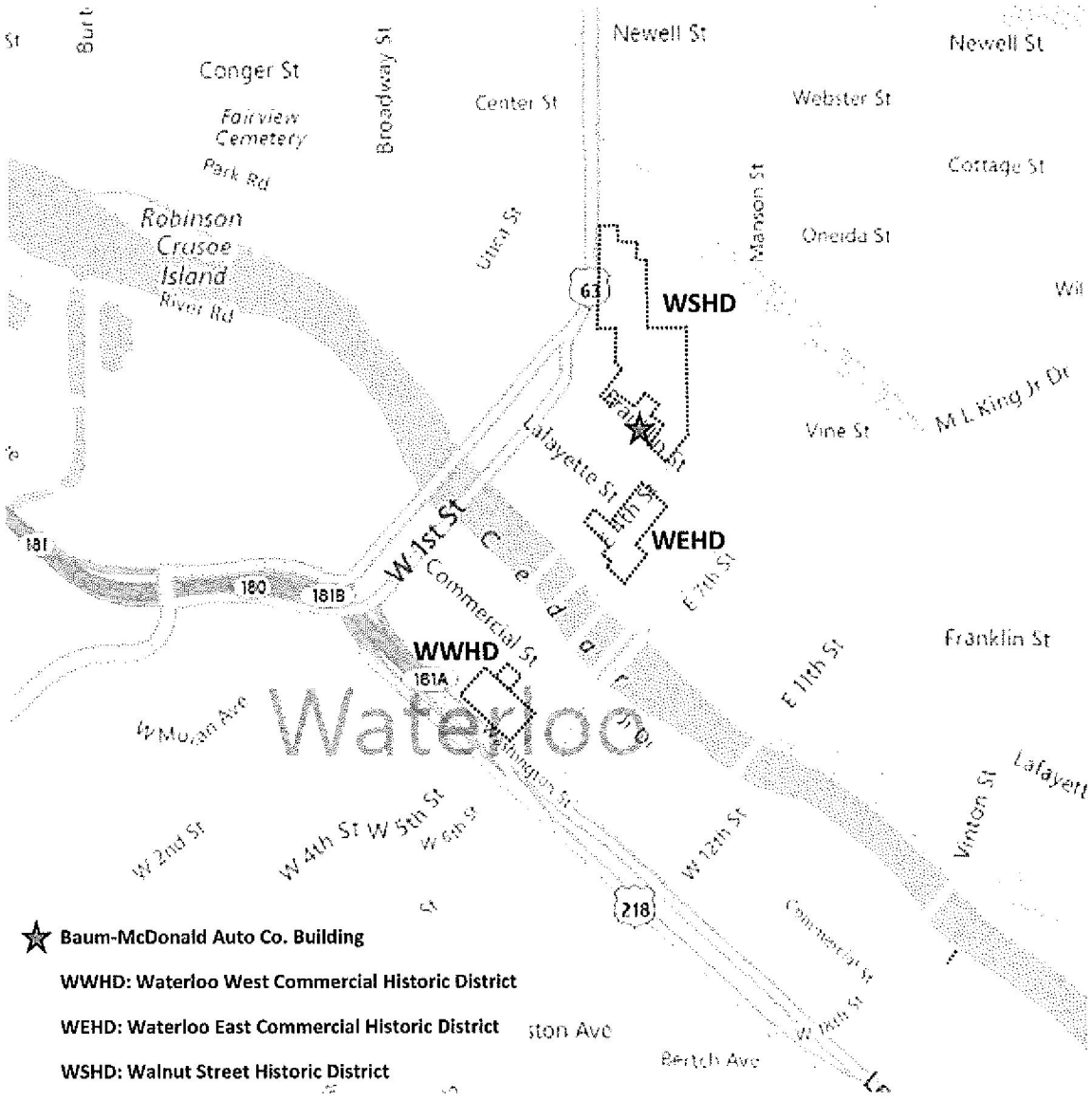
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Name of Property: The Baum-McDonald Auto Co. Building
Site Number: 07-04417 (Supplemental)
Address: 425 Franklin Street
Related District No. NA
City: Waterloo
County: Black Hawk

CONTINUATION SHEET 1
LOCATION MAP



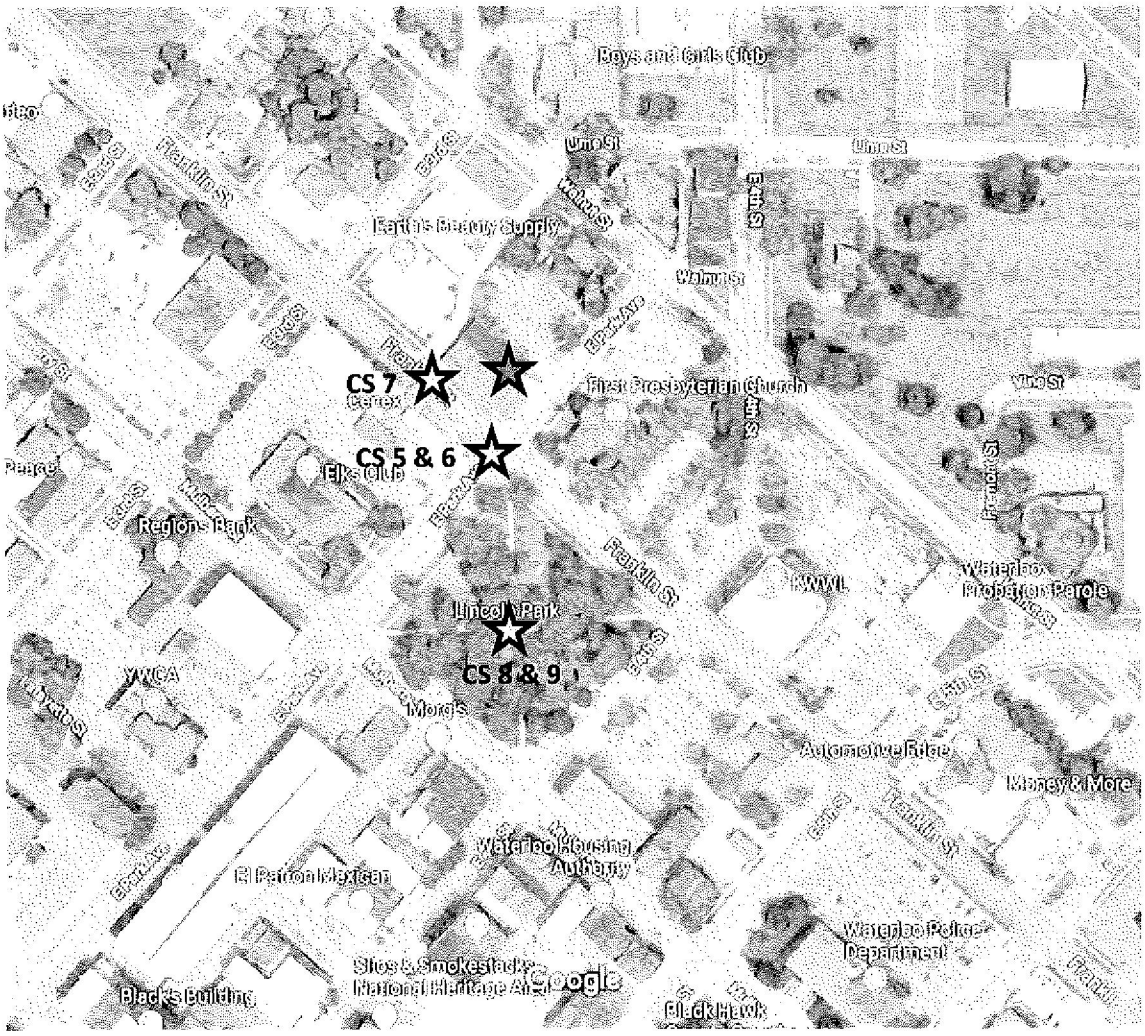
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CONTINUATION SHEET 2
AREA MAP



★ Baum-McDonald Auto Co. Building

☆ Photo Key Reference Cont. Sheets 5-9

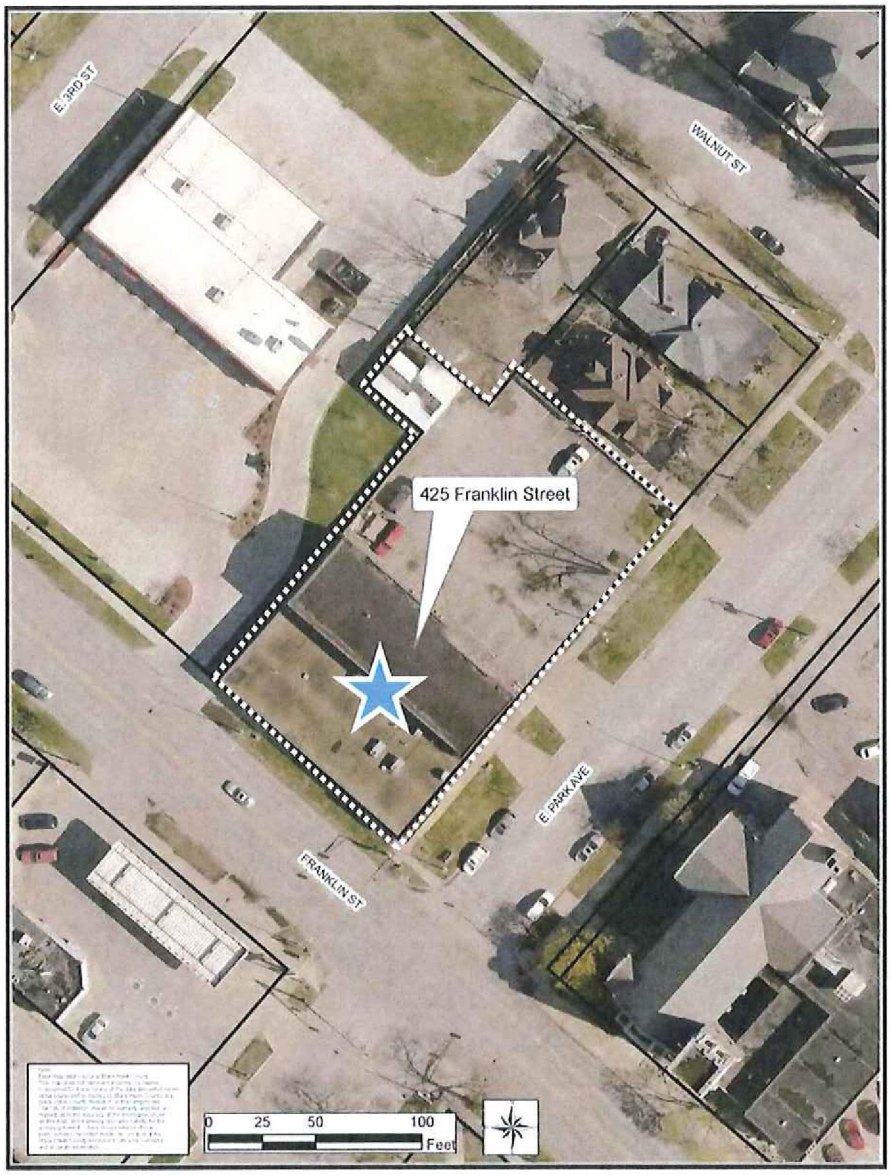
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County: Black Hawk

CONTINUATION SHEET 3
SITE AREA AERIAL PHOTOGRAPH



City of Waterloo Department of Development : Acquired June 10, 2019

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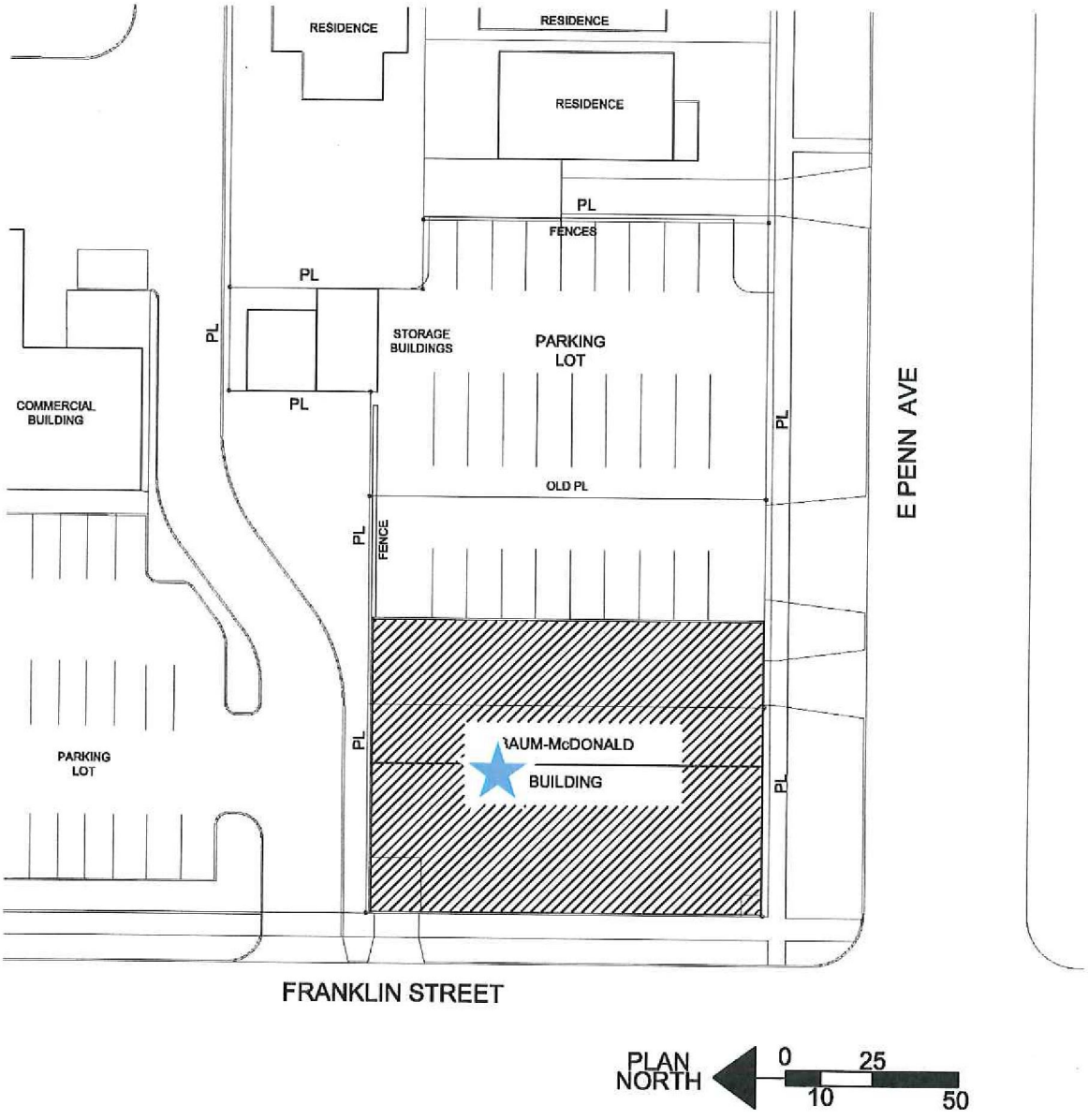
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CONTINUATION/AMENDMENT SHEET

Name of Property: The Baum-McDonald Auto Co. Building
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City: Waterloo
County: Black Hawk

CONTINUATION SHEET 4

SITE PLAN



Preparer's Files

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CONTINUATION SHEET 5
AREA CONTEXT PHOTOGRAPHS



Looking East on East Park Avenue



Looking West on East Park Avenue
See Cont. Sheet 2 for Photo Locations

See Cont. Sheet 2 for Photo Locations

Preparer's Photographs, April 15, 2019

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CONTINUATION SHEET 6
AREA CONTEXT PHOTOGRAPHS



Looking South on Franklin Street



Looking South West Toward Lincoln Park and Waterloo West Commercial District

See Cont. Sheet 2 for Photo Locations

Preparer's Photographs, April 15, 2019

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CONTINUATION SHEET 7
AREA CONTEXT PHOTOGRAPHS



Looking North on Franklin Street (Baum-McDonald Auto Co. Building at Right



Looking North Just Past Baum-McDonald Auto Co. Building

See Cont. Sheet 2 for Photo Locations

Preparer's Photographs, April 15, 2019

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CONTINUATION SHEET 8
AREA CONTEXT PHOTOGRAPHS



Looking North East From Lincoln Park With Baum-McDonald Auto Co. Building Center Left And First Presbyterian Church



Looking North West From Lincoln Park Toward Masonic and Elks Lodge Buildings

See Cont. Sheet 2 for Photo Locations

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City: Waterloo
County: Black Hawk

CONTINUATION SHEET 9
AREA CONTEXT PHOTOGRAPHS



Looking South West From Lincoln Park Toward Waterloo West Commercial Historic District



Looking South East From Lincoln Park Toward First Presbyterian Church and Overland Waterloo Company Building

See Cont. Sheet 2 for Photo Locations

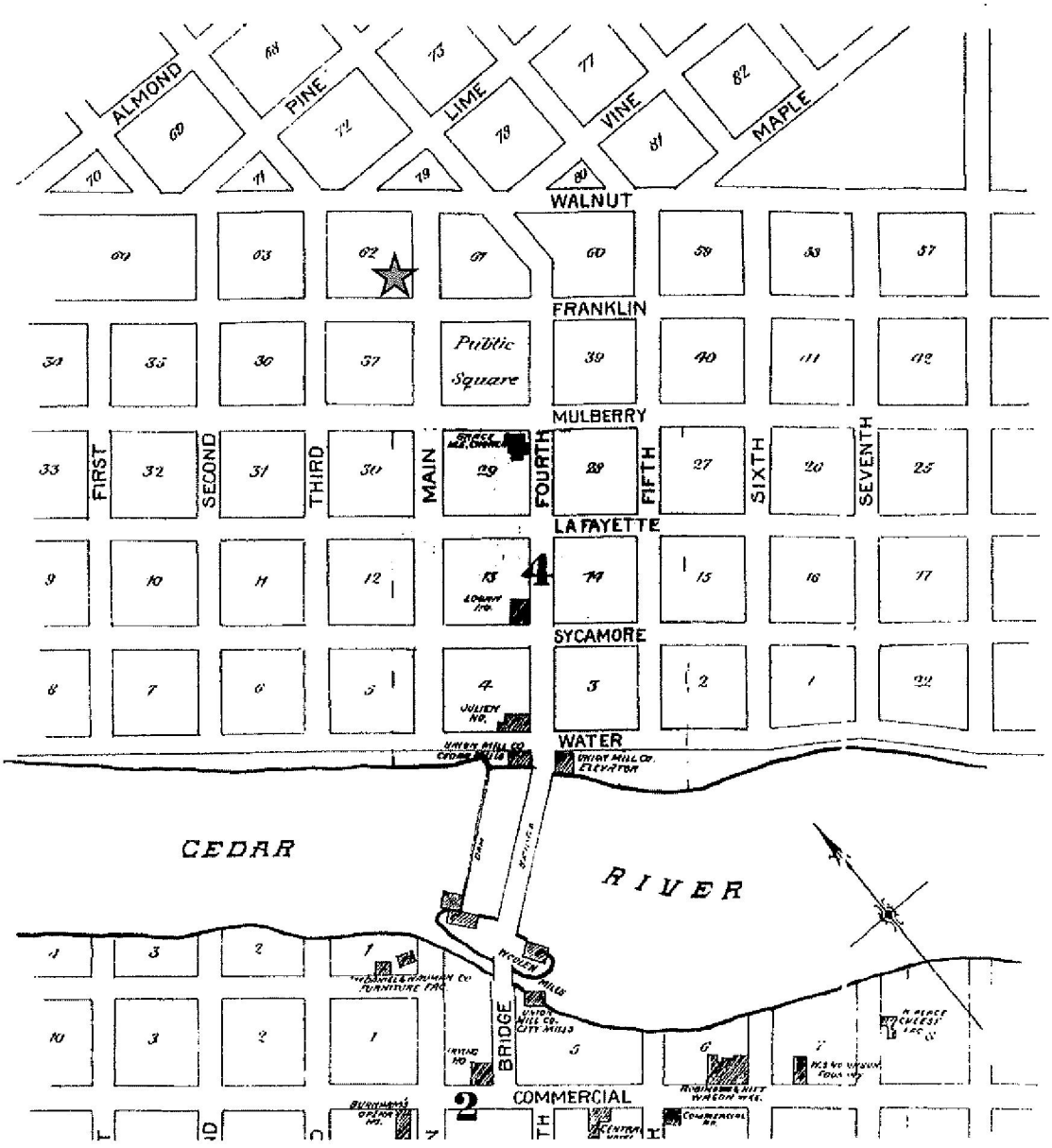
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County: Black Hawk

CONTINUATION SHEET 10
1885 SANBORN MAP



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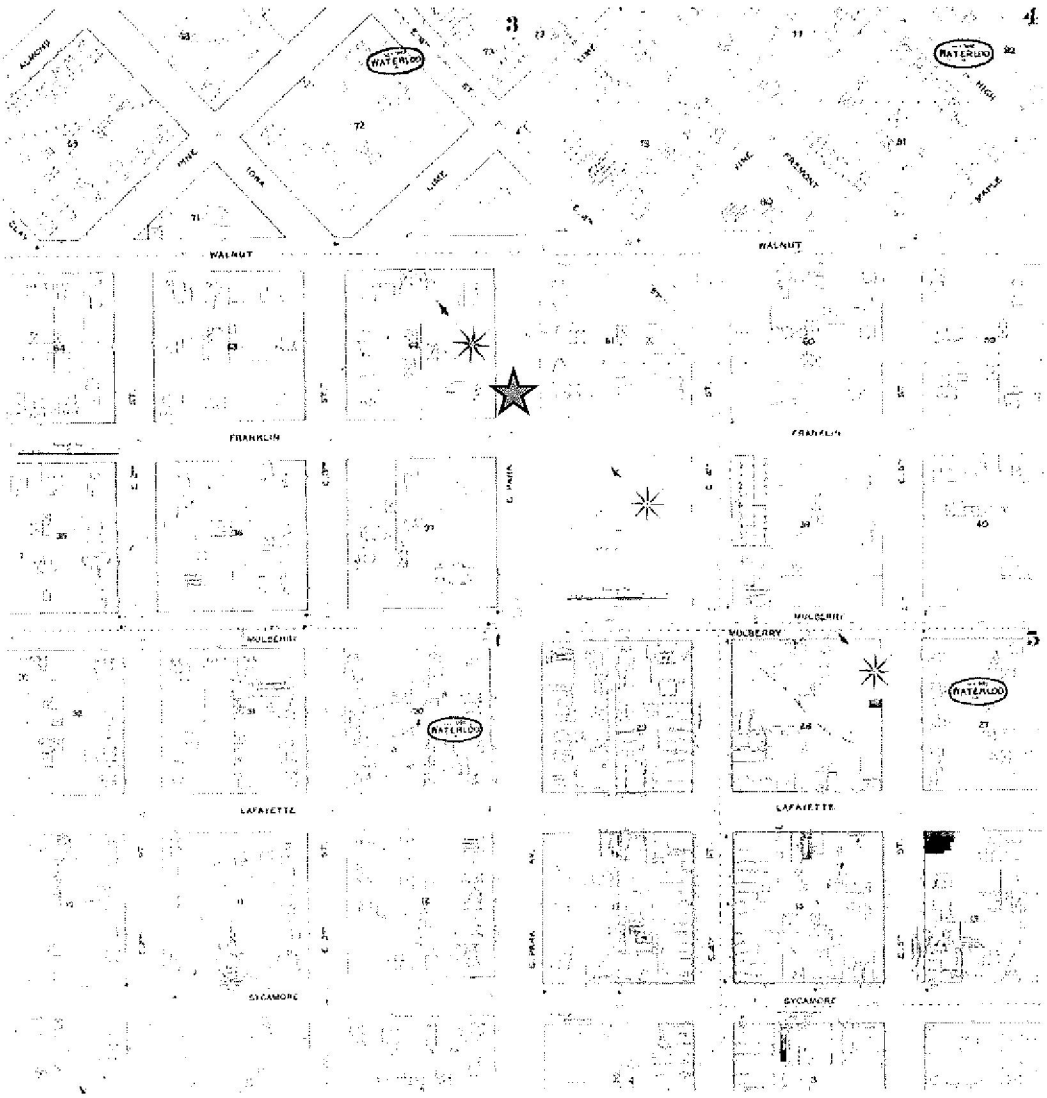
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CONTINUATION SHEET 11

1892 SANBORN MAP



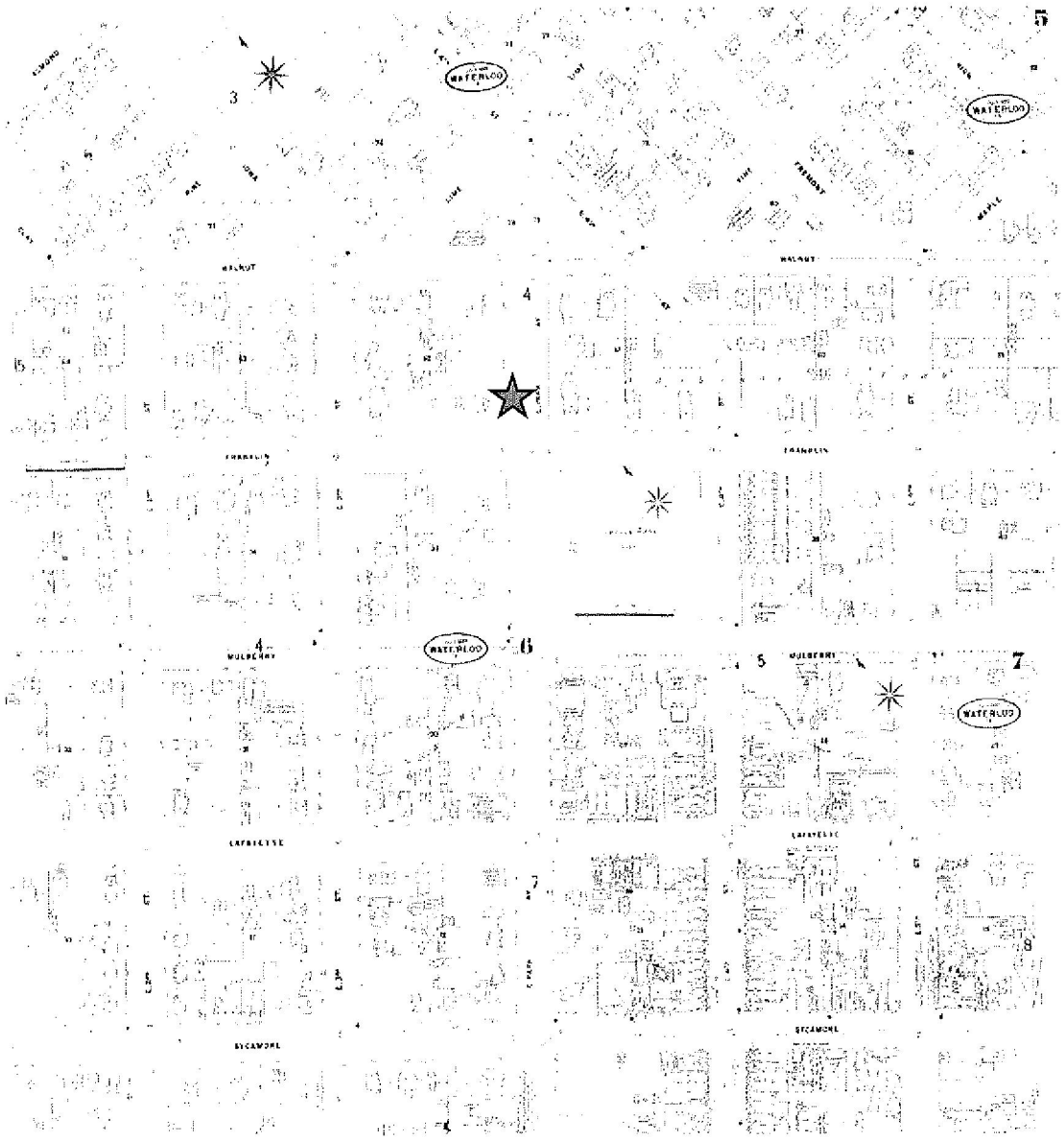
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CONTINUATION SHEET 12
1897 SANBORN MAP



425
AKA 5

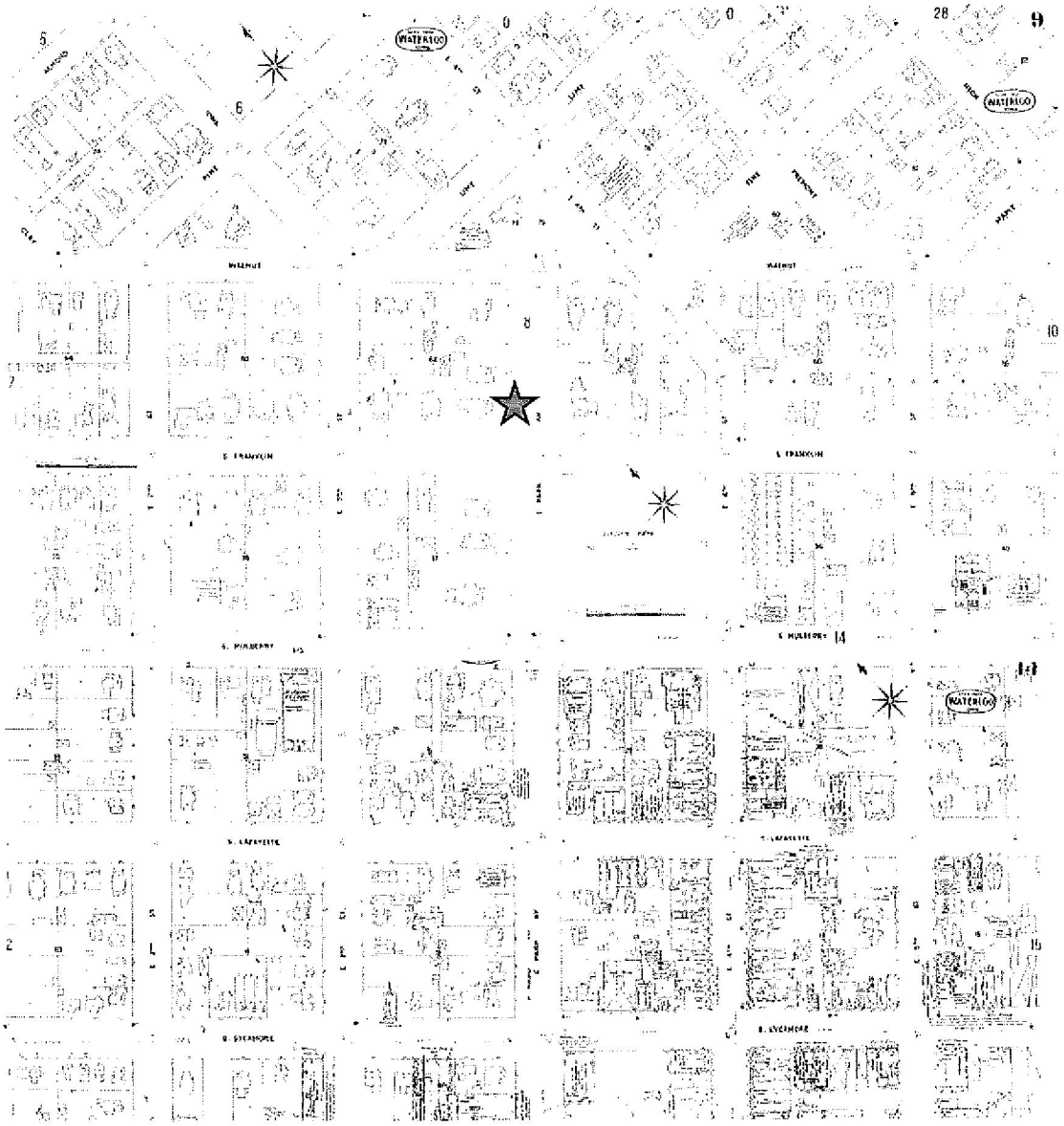
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City: Waterloo
County: Black Hawk

CONTINUATION SHEET 13
1900 SANBORN MAP



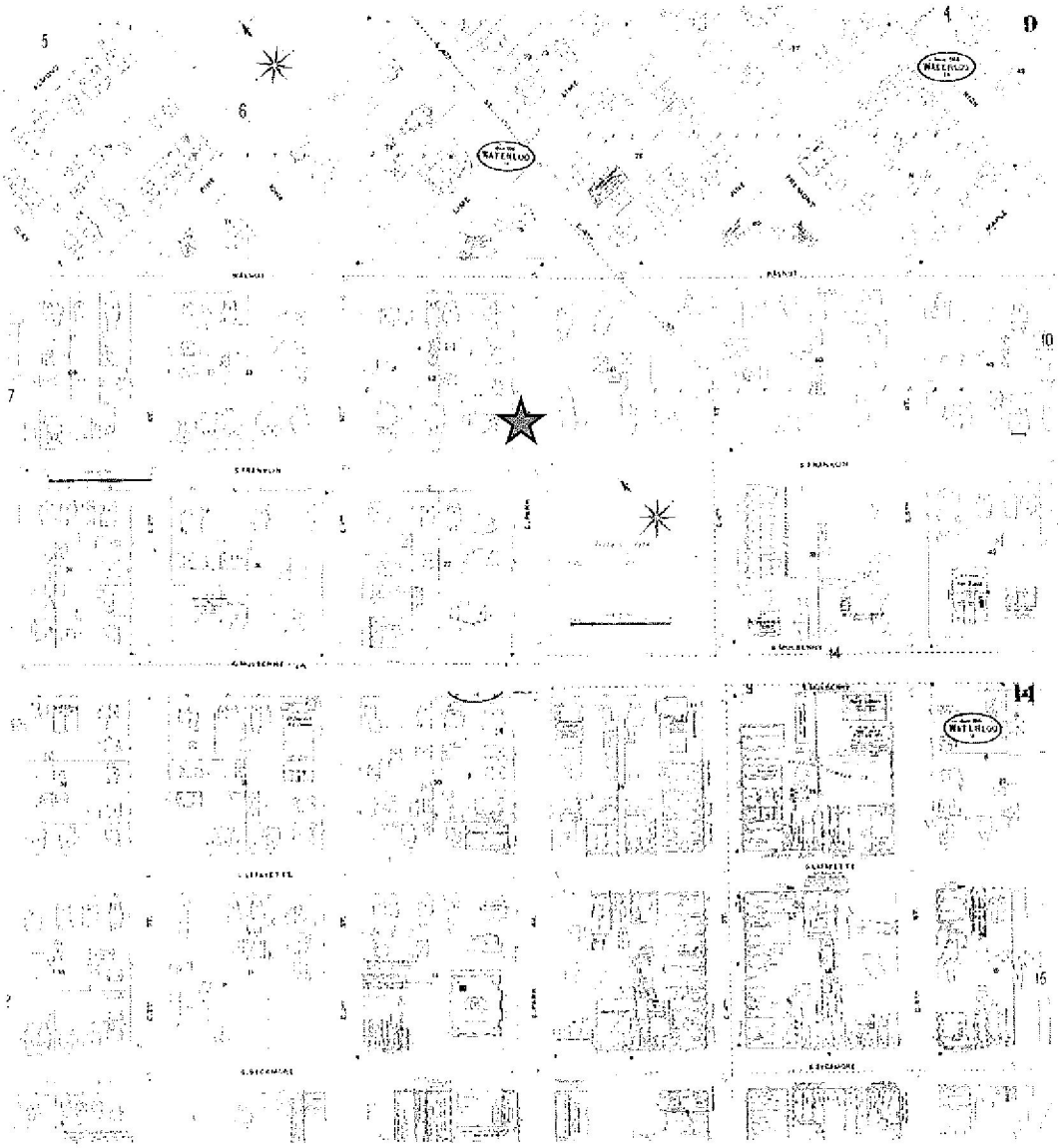
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County: Black Hawk

CONTINUATION SHEET 14
1906 SANBORN MAP



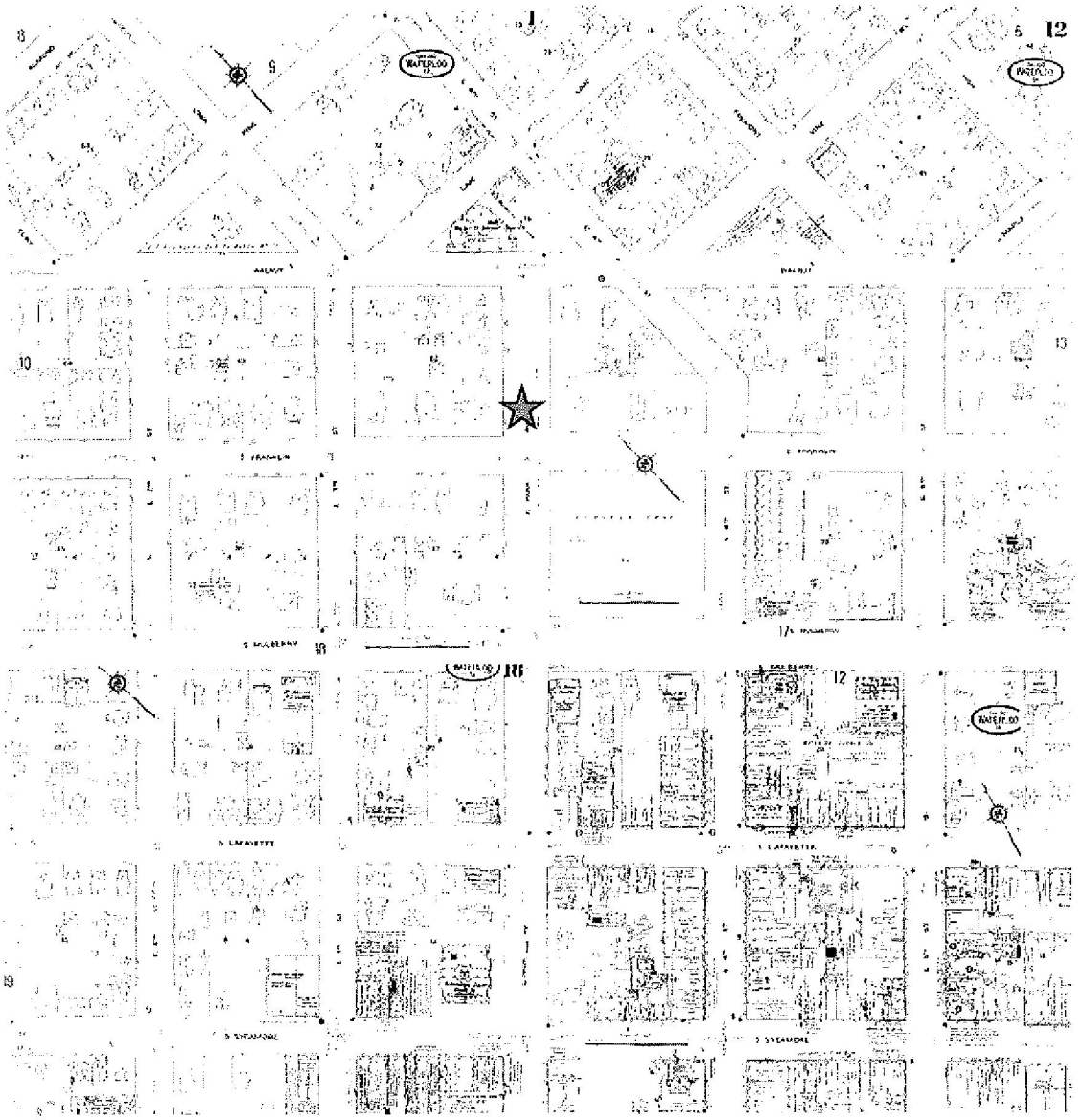
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IOWA SITE INVENTORY FORM – CONTINUATION SHEET

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CONTINUATION SHEET 15
1910 SANBORN MAP



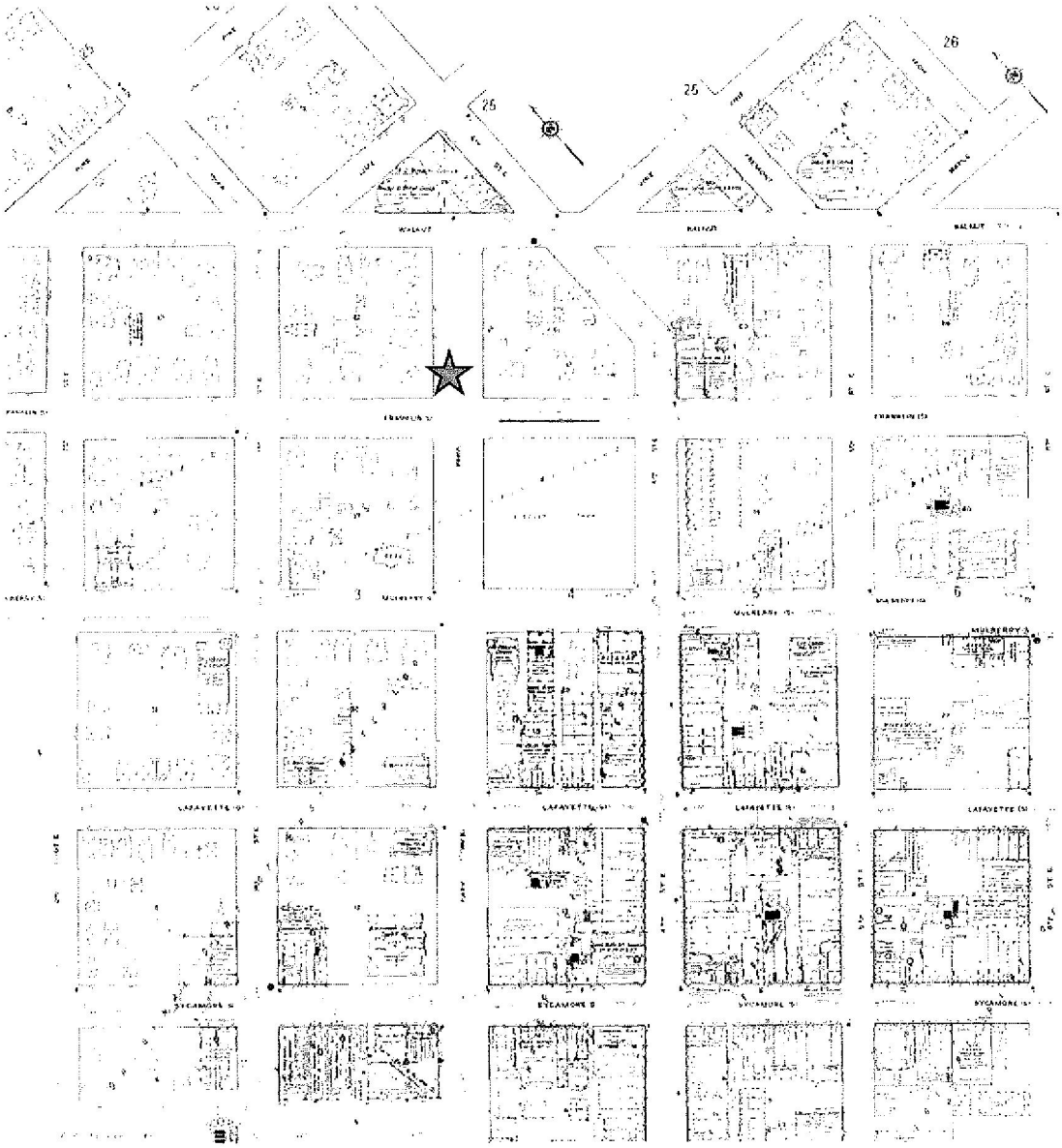
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IOWA SITE INVENTORY FORM – CONTINUATION SHEET

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CONTINUATION SHEET 16
1918 SANBORN MAP



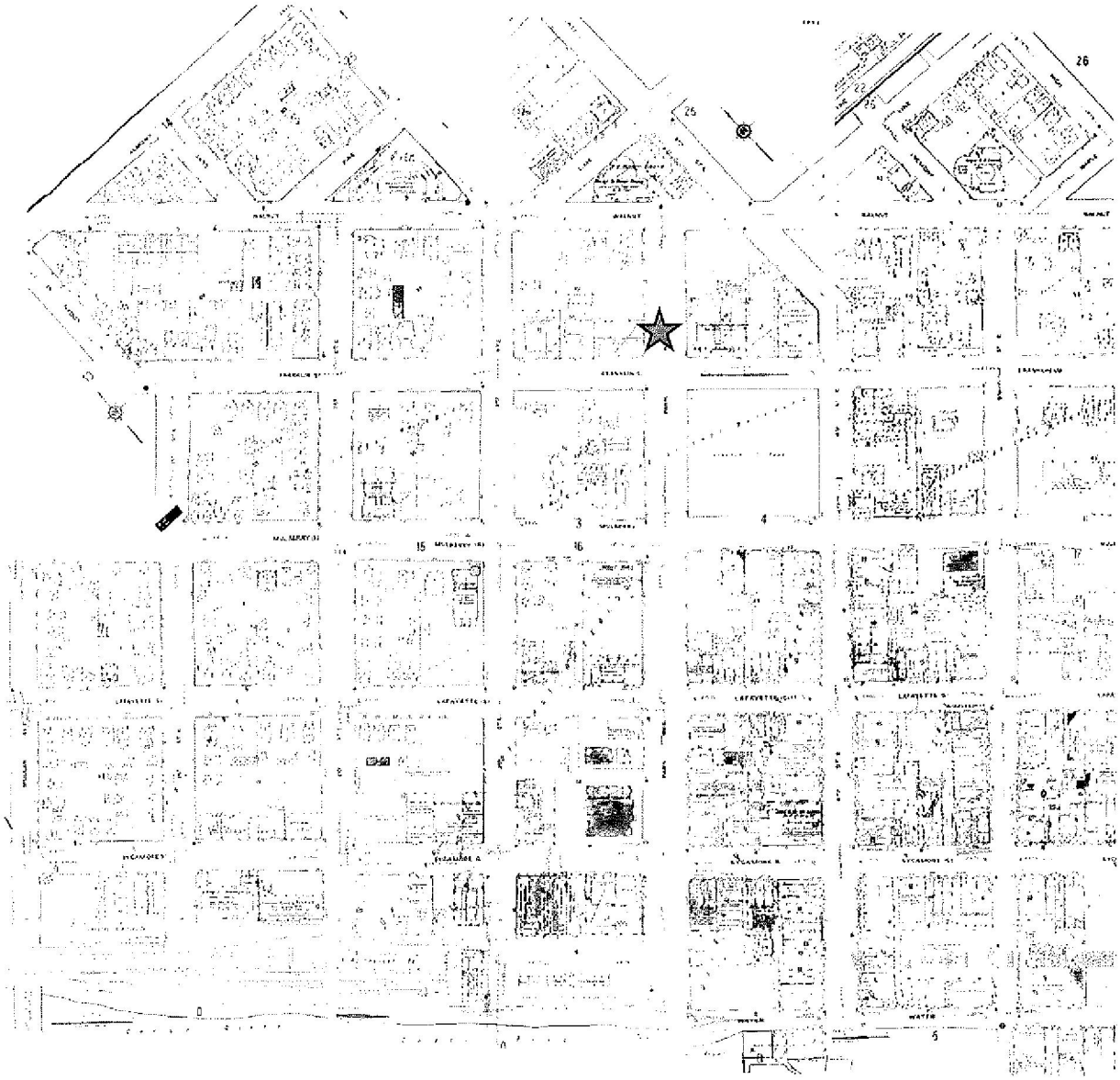
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CONTINUATION SHEET 17
1918 Updated to 1962 SANBORN MAP



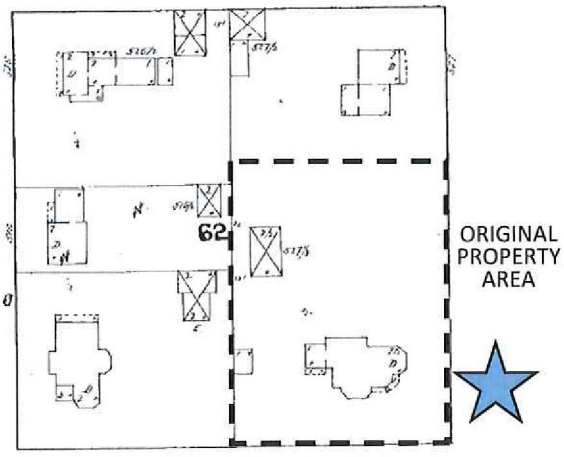
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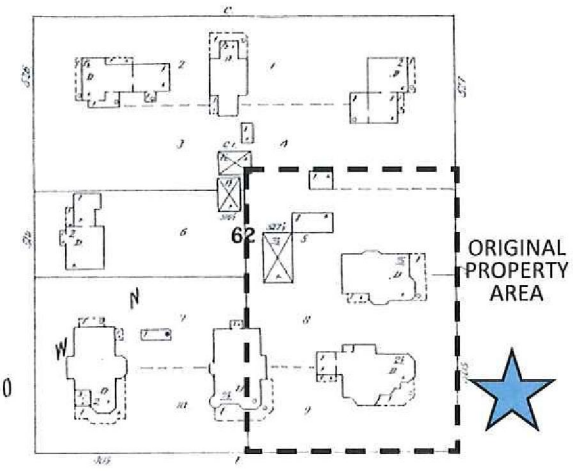
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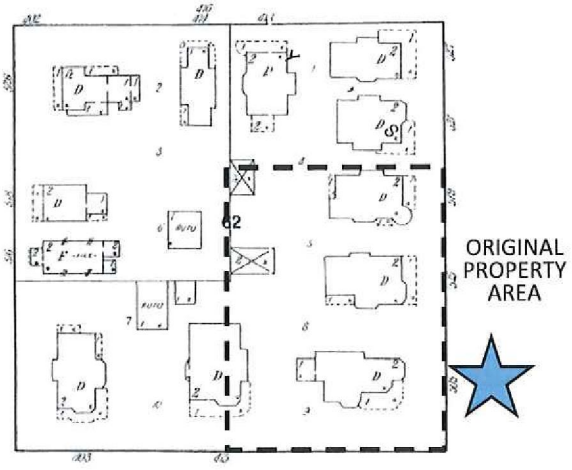
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SANBORN MAPS — BLOCK



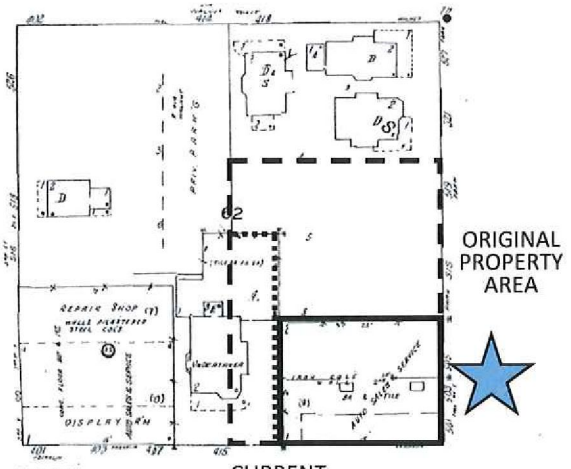
1892



1900



1918



1962 CURRENT PROPERTY AREA

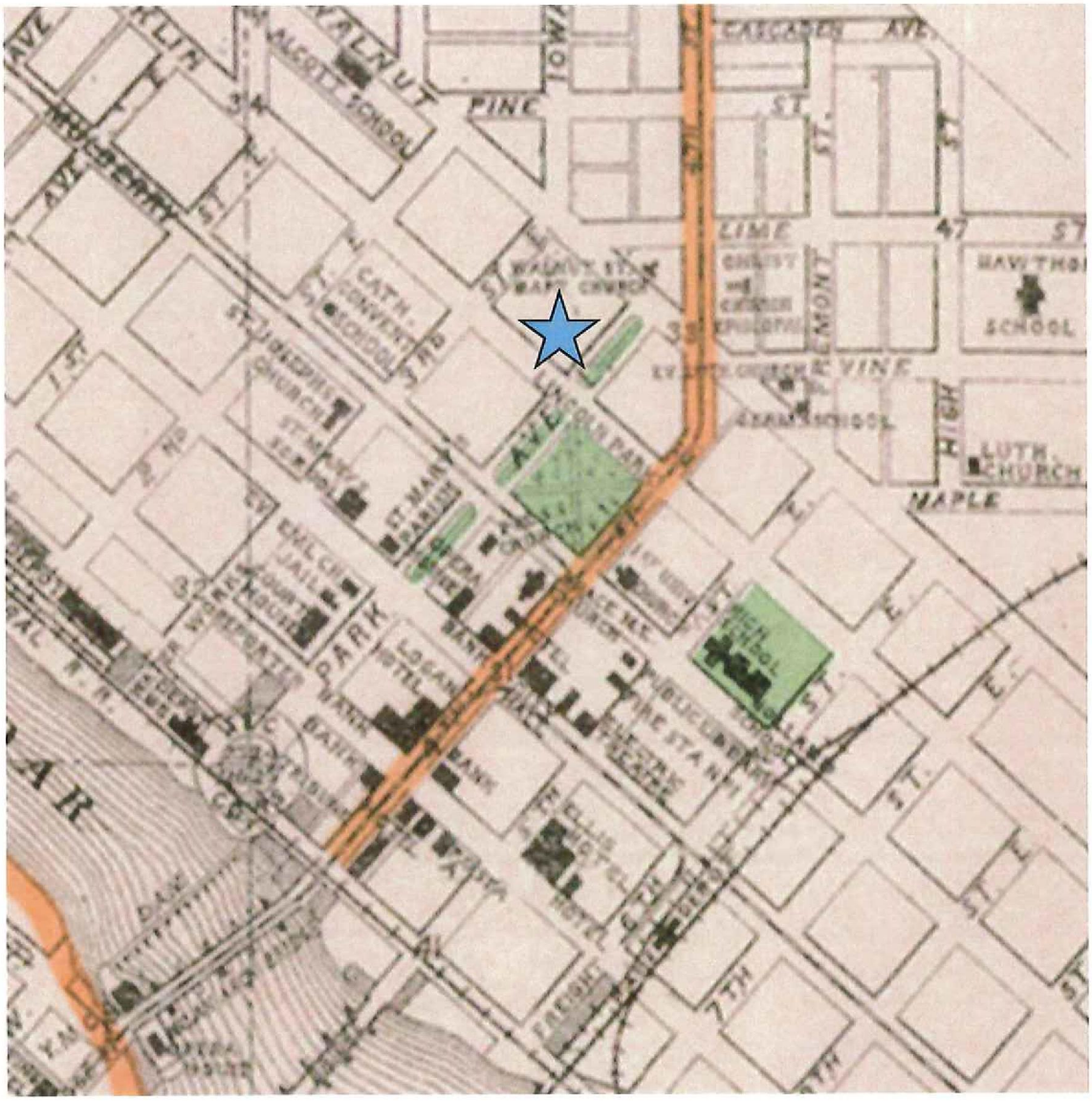
State of Iowa On Line Library: Accessed April 8, 2019

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600 East Locust Street | Des Moines, IA 50319
(515) 281-8742 | Fax: (515) 282-0502
www.iowahistory.org/historicpreservation
July 2014

IOWA SITE INVENTORY FORM – CONTINUATION SHEET

Name of Property: The Baum-McDonald Auto Co. Building
Site Number: 07-04417 (Supplemental)
Address: 425 Franklin Street
Related District No. NA
City: Waterloo
County: Black Hawk

CONTINUATION SHEET 19
AREA TRANSPORTATION MAP DETAIL—1909



Rare Maps Gallery Web Site: Accessed June 8, 2018

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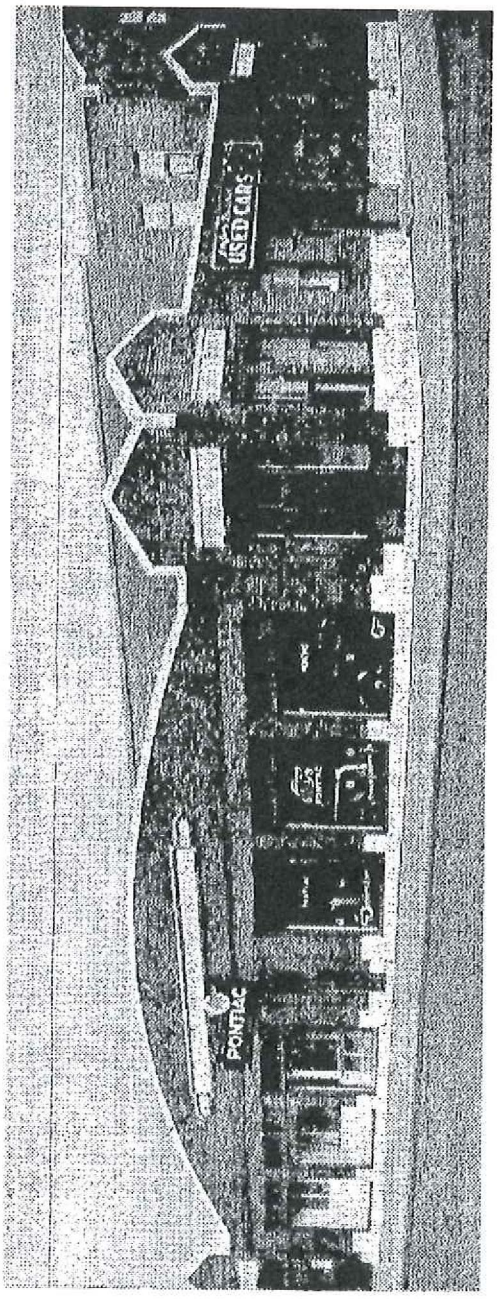
1-2-3 HISTORIC PRESERVATION AND CULTURAL AND ENTERTAINMENT DISTRICT FY2015 PART 1, PART 2, PART 3 APPLICATION

STC Number

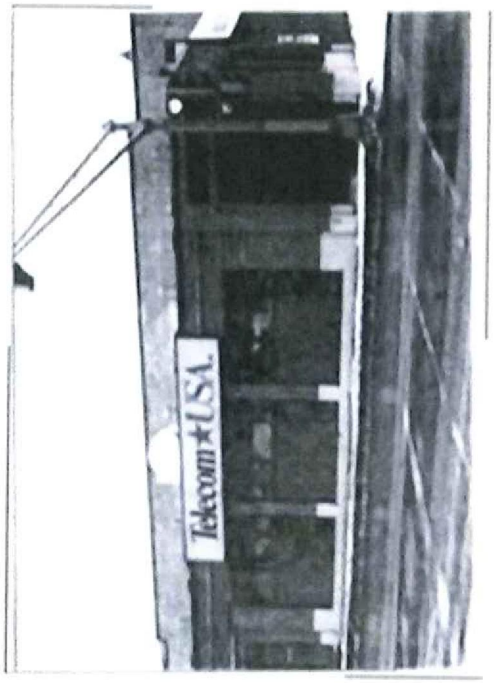
CONTINUATION/AMENDMENT SHEET

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County: Black Hawk

CONTINUATION SHEET 20
HISTORIC PHOTOGRAPH—1937 & SITE INVENTORY PHOTO—1992



Photograph from Advertisement For The New Location of Baum-McDonald Auto Co. at 425 Franklin Street March, 1937
Waterloo Daily Courier, March 7,1937, Page 11: Accessed August 8, 2019



Photograph from 1992 Site Inventory Form

IOWA SITE INVENTORY FORM – CONTINUATION SHEET

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County: Black Hawk

CONTINUATION SHEET 21

Baum-McDonald Auto Company Advertisements



Waterloo Daily Courier, November 14, 1933, Page 10
Accessed August 8, 2019



Waterloo Daily Courier, September 19, 1950, Page 14
Accessed August 8, 2019

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CONTINUATION SHEET 22
FRANKLIN AVENUE STOREFRONT INFILL PHOTOS



Franklin Avenue Side
Storefront Infill Detail
at Ceiling

Photo Taken 07/22/2020



Franklin Avenue Side
Storefront Infill - Typical

Photo Taken 07/22/2020

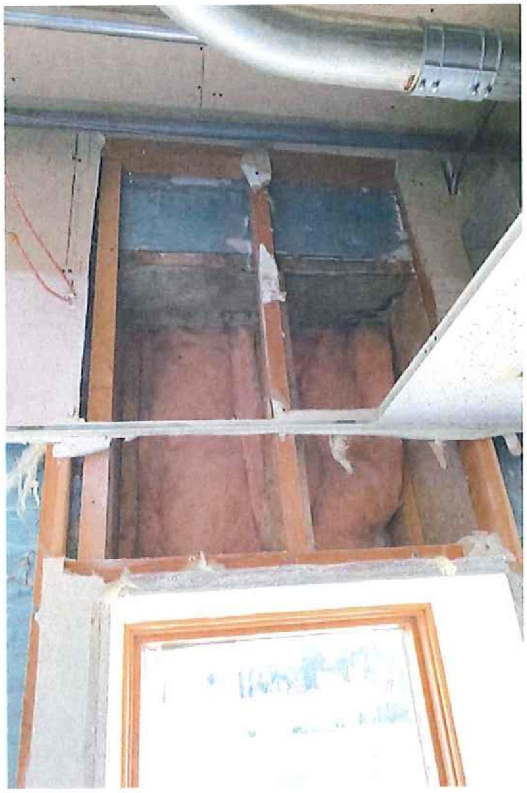
Owners Files

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County: Black Hawk

CONTINUATION SHEET 23
EAST FAÇADE STOREFRONT INFILL PHOTOS



East Facade Storefront Infill
Detail at Ceiling

Photo Taken 07/22/2020



East Facade Storefront Infill

Photo Taken 07/22/2020

Owners Files

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County: Black Hawk

CONTINUATION SHEET 24
INTERIOR STRUCTURAL PHOTOS—TWO STORY SECTION



Looking South Along Exterior Wall Showing Roof Structure and Masonry Construction



North Exterior Wall Showing Masonry Construction

Preparers Files April 15, 2019

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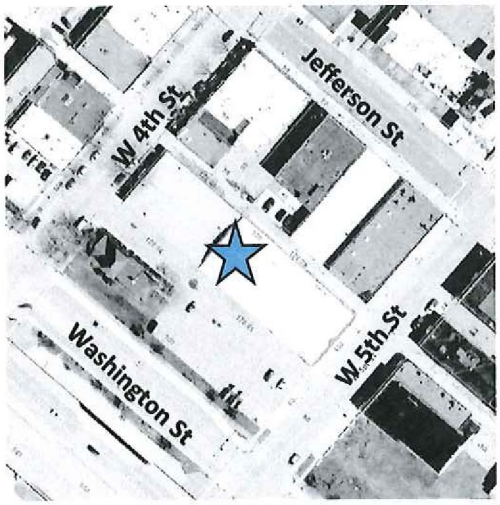
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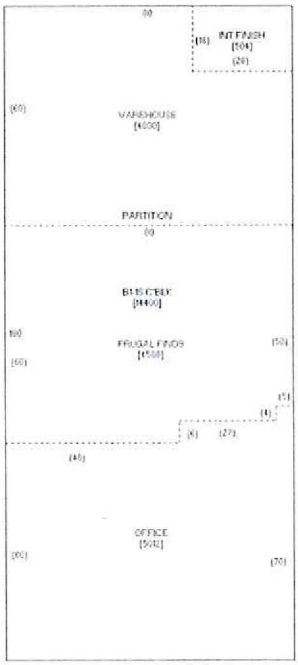
CONTINUATION SHEET 25
COMPARISON BUILDING 1: 316-320 WEST 5TH STREET - HANDLER MOTOR CO. BUILDING



Front and Left Side Facades—Looking East



Location Map



Floor Plan

Black Hawk County Assessor's Web Site: Accessed August 10, 2019

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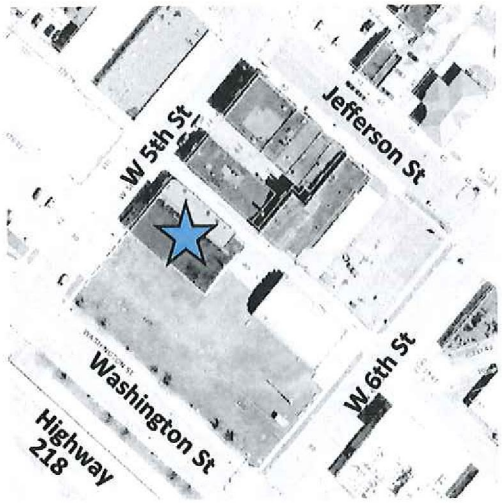
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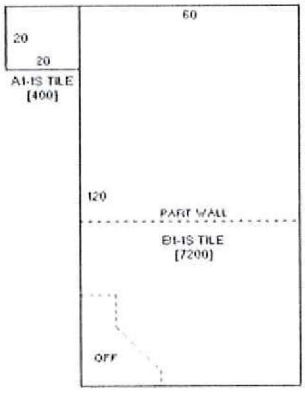
CONTINUATION SHEET 26
COMPARISON BUILDING 2: 317-325 WEST 5TH STREET - AUTO HOTEL BUILDING



Front and Left Side Facades—Looking West



Location Map



Floor Plan

Black Hawk County Assessor's Web Site: Accessed August 10, 2019

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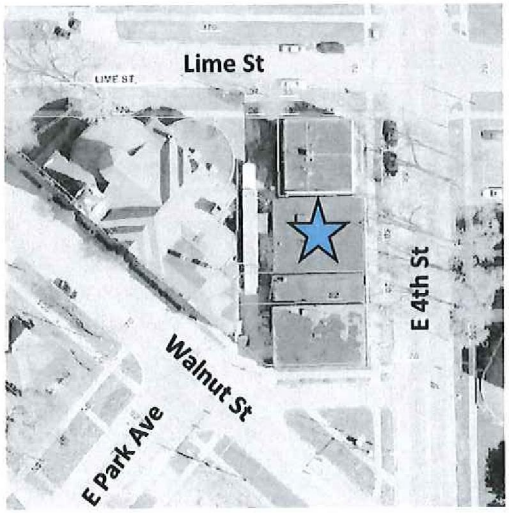
IOWA SITE INVENTORY FORM – CONTINUATION SHEET

Name of Property: The Baum-McDonald Auto Co. Building
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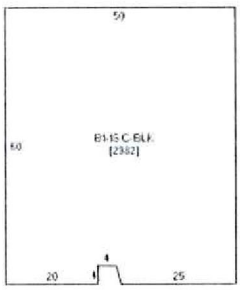
CONTINUATION SHEET 27
COMPARISON BUILDING 3: 621-623 EAST 4TH STREET – BARNES AND WIGHT GROCERY



Front Facade—Looking North



Location Map



Floor Plan

Black Hawk County Assessor's Web Site: Accessed August 10, 2019

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IOWA SITE INVENTORY FORM – CONTINUATION SHEET

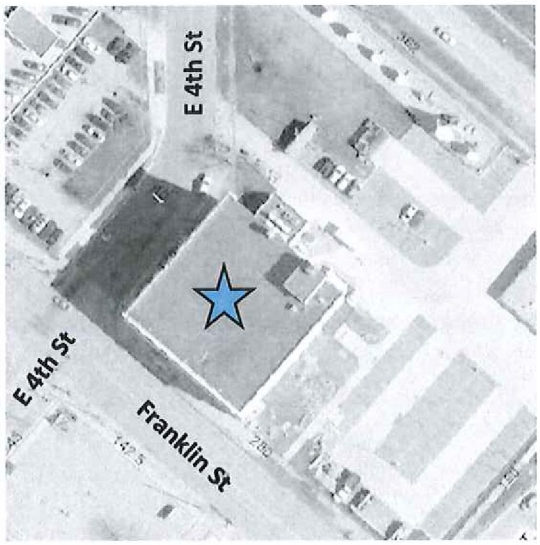
Name of Property: The Baum-McDonald Auto Co. Building | Site Number: 07-04417 (Supplemental)
Address: 425 Franklin Street | Related District No. NA
City: Waterloo | County: Black Hawk

CONTINUATION SHEET 28

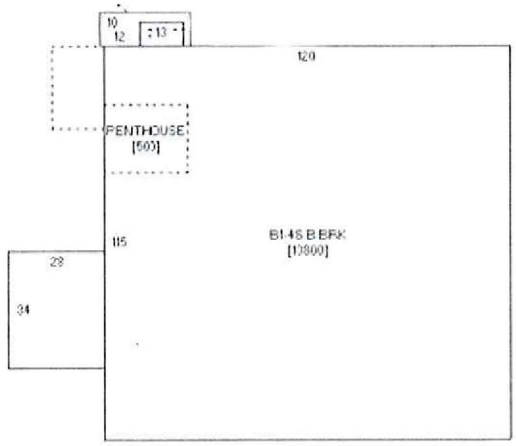
COMPARISON BUILDING 4: 551 EAST 4th STREET – THE OVERALAND WATERLOO CO. BUILDING



Front and Right Facades—Looking East



Location Map



Floor Plan

Black Hawk County Assessor's Web Site: Accessed August 10, 2019

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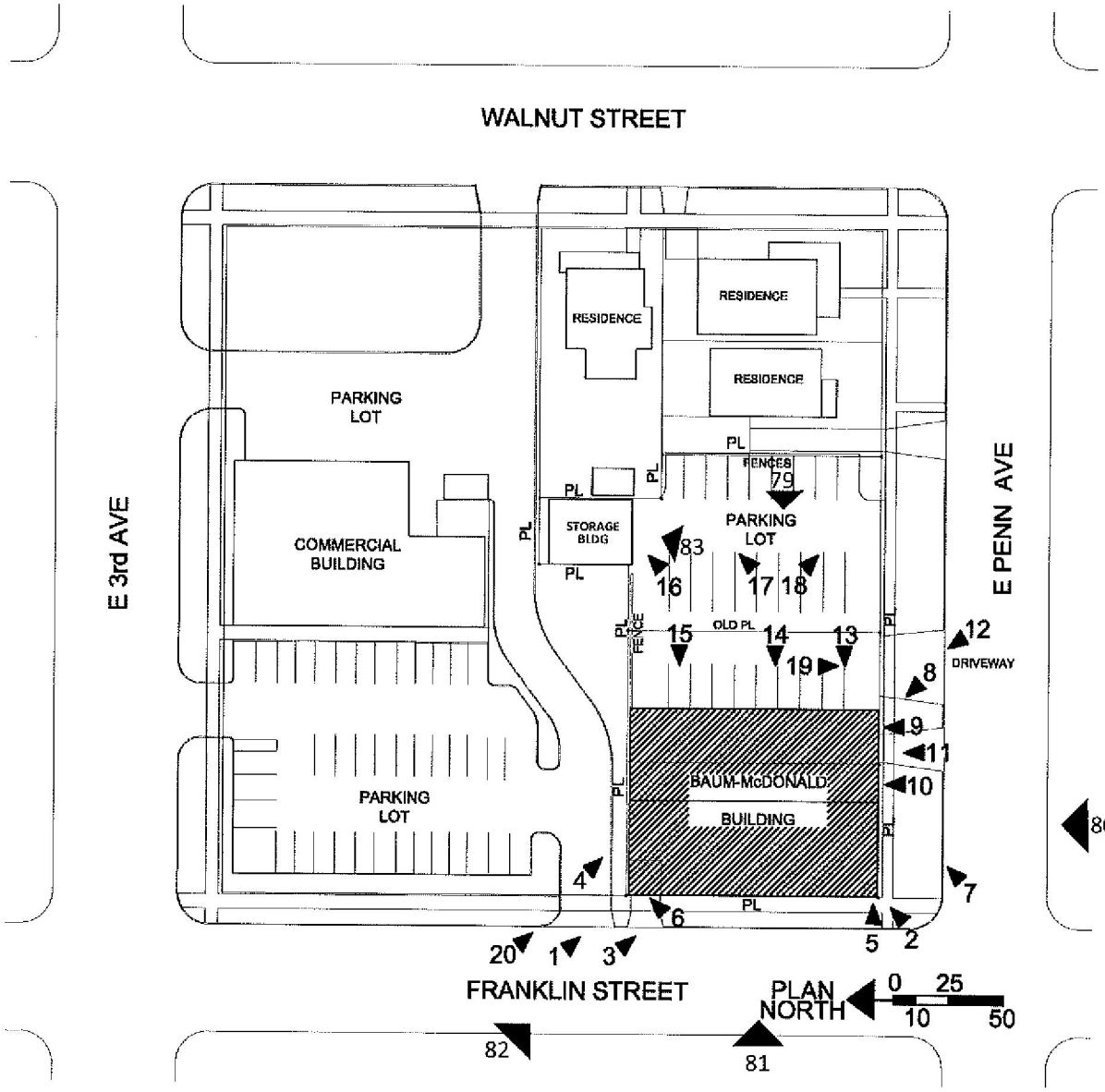
STC Number

CONTINUATION/AMENDMENT SHEET

Name of Property: The Baum-McDonald Auto Co. Building
Site Number: 07-04417 (Supplemental)
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Related District No. NA
City: Waterloo
County: Black Hawk

CONTINUATION SHEET 29

SITE AND EXTERIOR PHOTO KEY PLAN



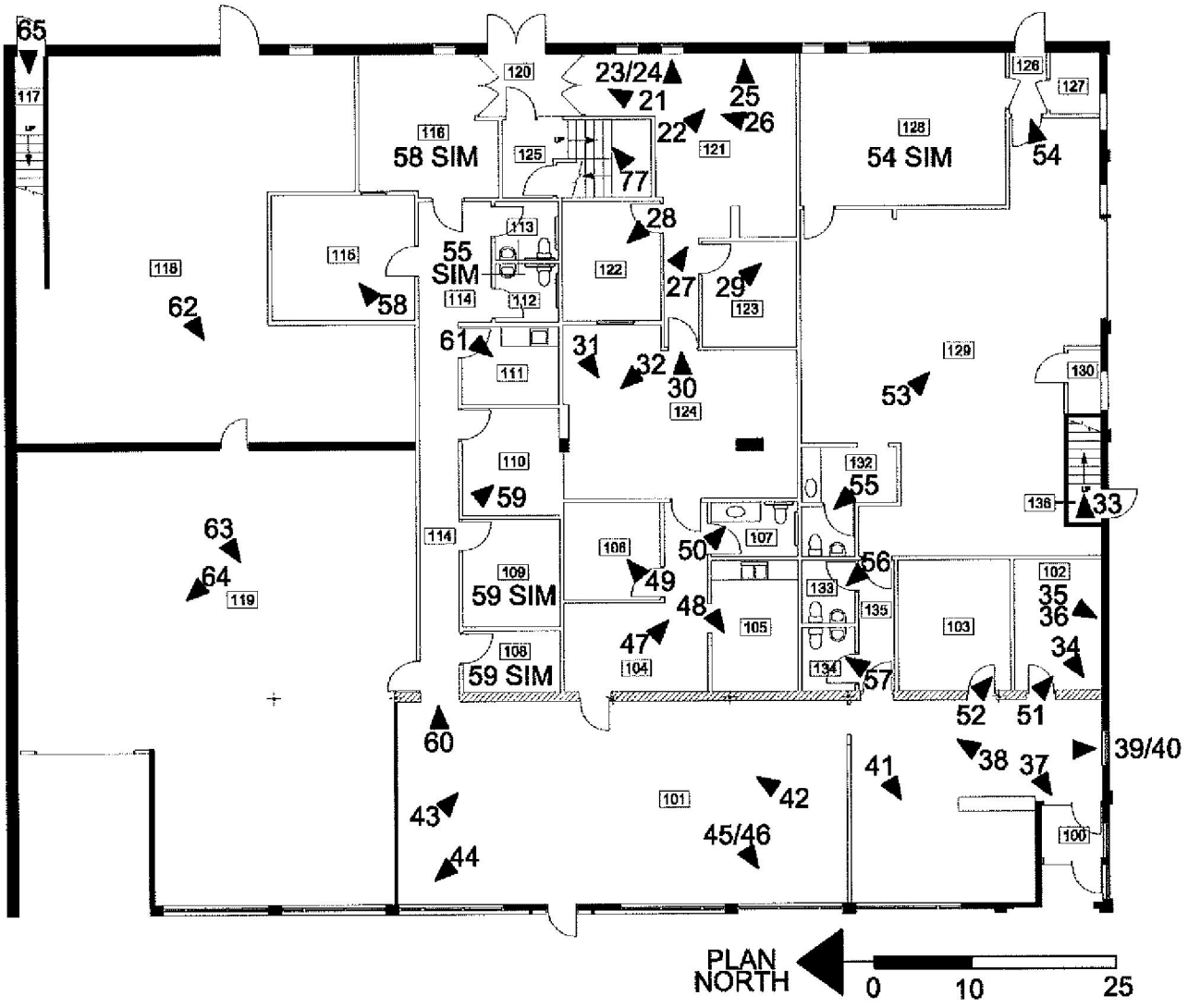
Preparer's Files

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County: Black Hawk

CONTINUATION SHEET 30



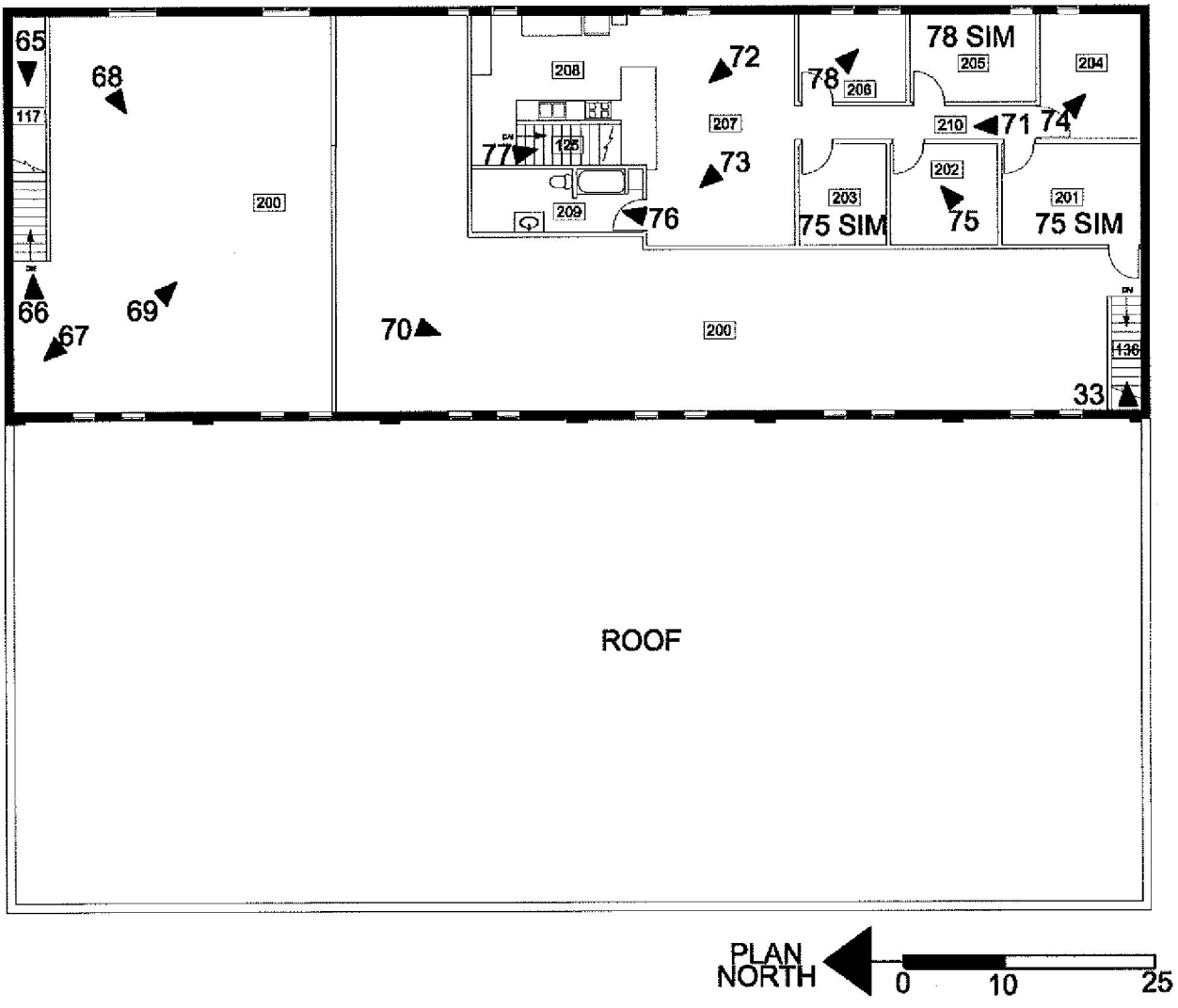
Plan Prepared by Align Architecture & Planning, Waterloo, Iowa

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IOWA SITE INVENTORY FORM – CONTINUATION SHEET

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County: Black Hawk

CONTINUATION SHEET 31



Plan Prepared by Align Architecture & Planning, Waterloo, Iowa

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Related District No. NA
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County: Black Hawk



PAGE 1

PHOTO 1

Franklin Street Façade

Looking South East

City Accessor Web Site

Preparers Files Taken

04/12/2019



PHOTO 2

Franklin and Park Corner

Looking North East

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PAGE 2

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PHOTO 3

Franklin Street Façade

Looking South East



PHOTO 4

North Facade

Looking South East

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PAGE 3

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04/12/2019

PHOTO 5

Franklin Street Façade

Looking East in Entrance



PHOTO 6

Franklin Street Façade

Looking North Into

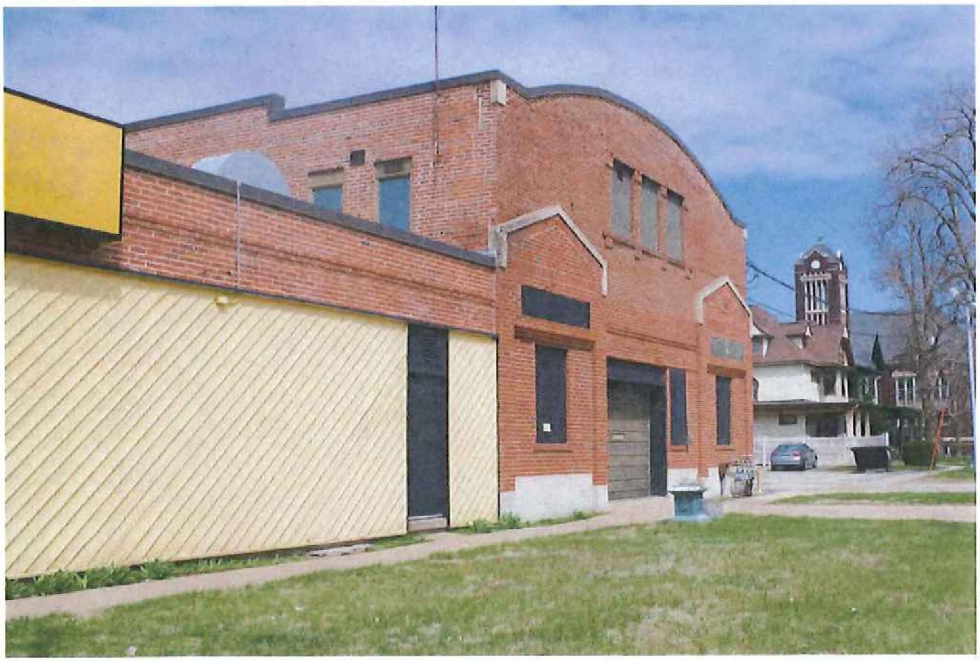
Overhead Door Entry

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PAGE 4

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PHOTO 7

East Park Ave. Façade

Looking North East



PHOTO 8

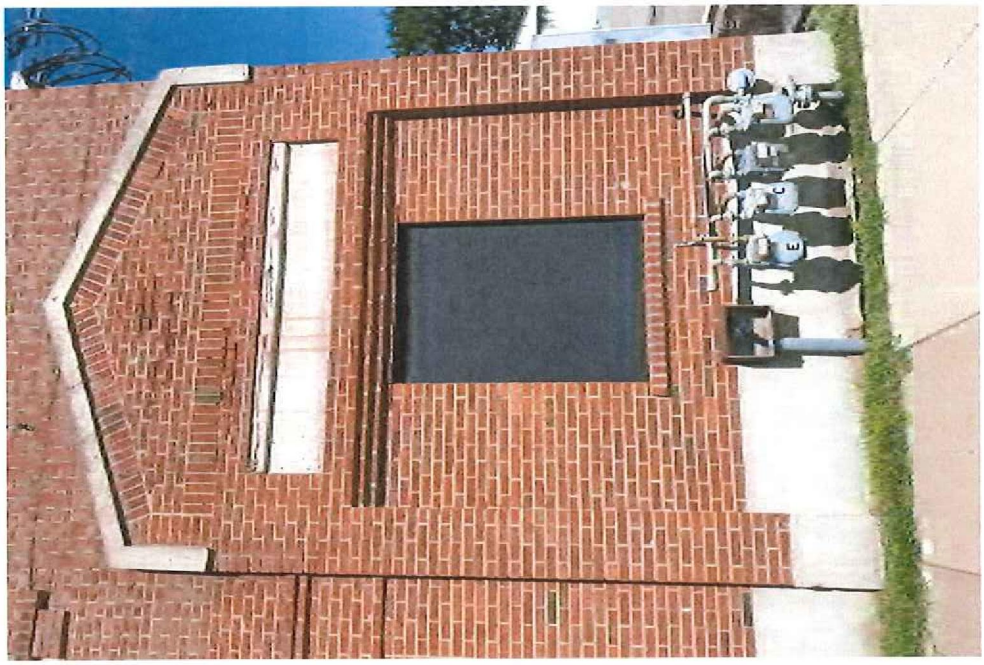
East Park Ave. Façade

Looking North West

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County: Black Hawk



PAGE 5

Owners Files Taken

07/22/2020

PHOTO 9

East Park Ave. Façade

Façade Detail—East Side



Preparers Files Taken

04/12/2019

PHOTO 10

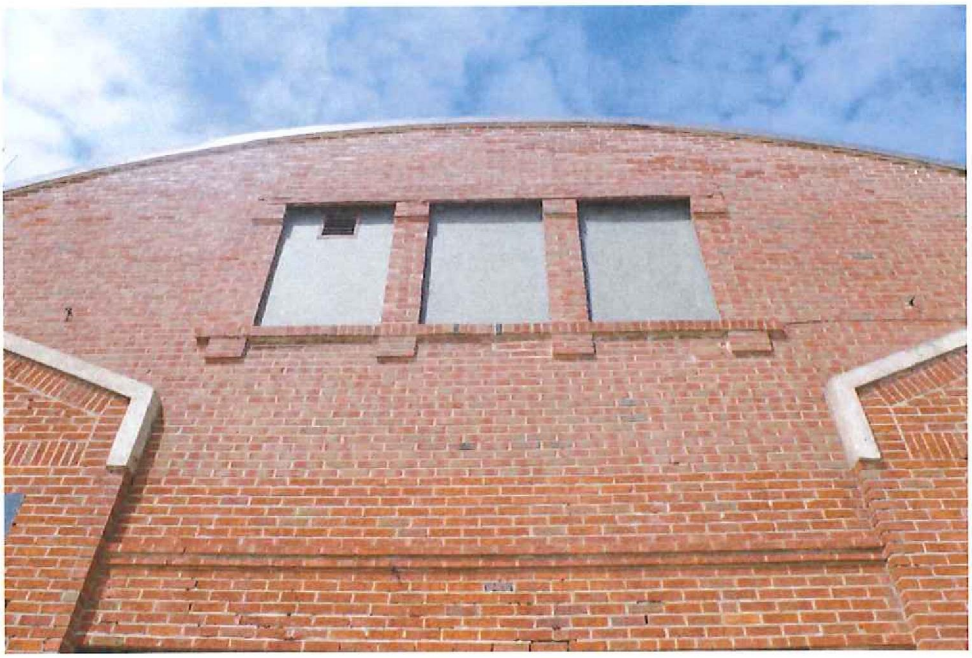
East Park Ave. Façade

Façade Detail—West Side

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04/12/2019

PHOTO 11

East Park Ave. Façade

Looking North at

Center Façade Detail



PHOTO 12

East Park Ave. & East

Façade Looking North

West

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PHOTO 13

East Façade—South End

Looking West



PHOTO 14

East Façade—Middle

Looking West

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County: Black Hawk

Preparers Files Taken

04/12/2019



PHOTO 15

East Façade— North End

Looking West

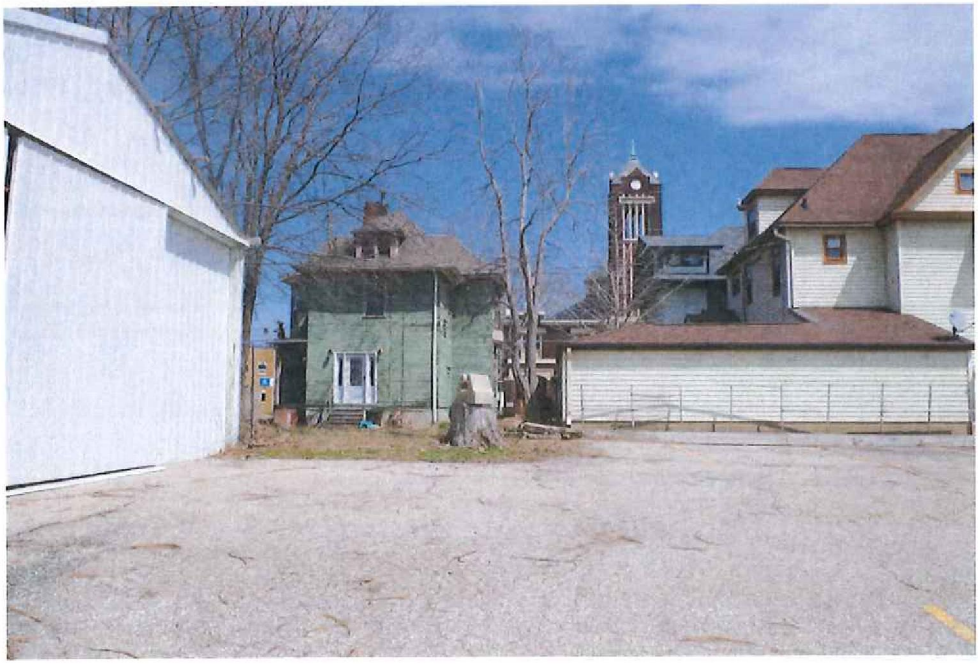


PHOTO 16

Site

Parking Lot Looking North East

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Preparers Files Taken

04/12/2019

PHOTO 17

Site

Parking Lott Looking North East



PHOTO 18

Site

Parking Lot Looking South East

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Preparers Files Taken

04/12/2019

PHOTO 19

Site

Looking South



PHOTO 20

Site

Adjacent Property Looking South East

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Preparers Files Taken

04/12/2019

PHOTO 21

Interior—Room 120

Looking North



Owners Files Taken

07/22/2020

PHOTO 22

Interior—Room 121

Looking South East

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Owners Files Taken

07/22/2020

← UP

PHOTO 23

Interior— Room 121

Looking East at Window



← UP

PHOTO 24

Interior—Room 121

Looking East Above

Window

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Owners Files Taken

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PHOTO 25

Interior—Room 121

Exterior Wall Looking East



PHOTO 26

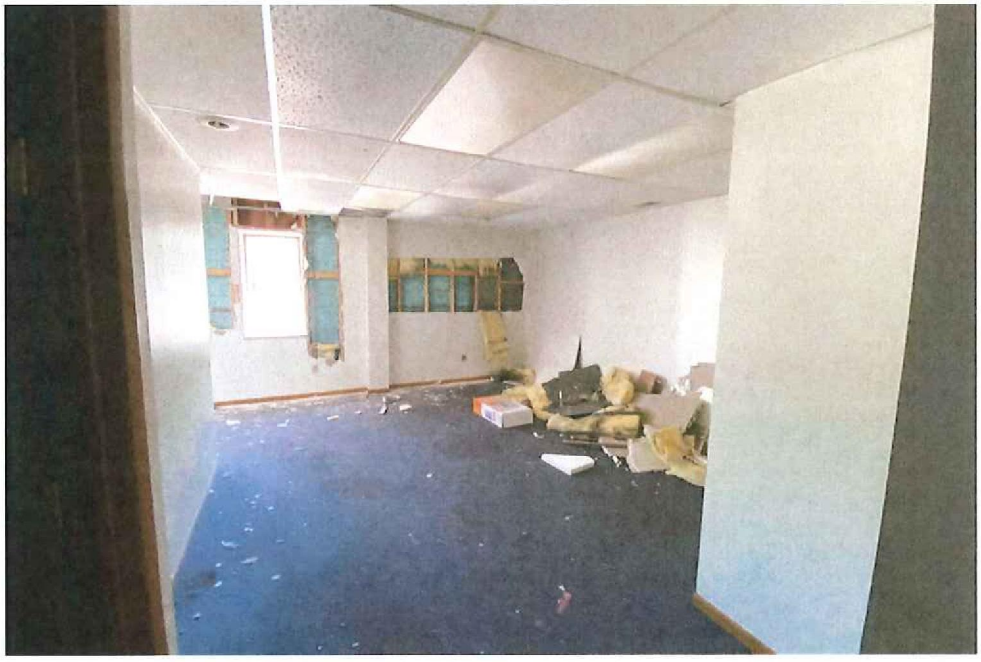
Interior—Room 121

Looking North East

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IOWA SITE INVENTORY FORM – CONTINUATION SHEET

Name of Property: The Baum-McDonald Auto Co. Building
Site Number: 07-04417 (Supplemental)
Address: 425 Franklin Street
Related District No. NA
City: Waterloo
County: Black Hawk



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Owners Files Taken

07/22/2020

PHOTO 27

Interior— Room 121

Looking East

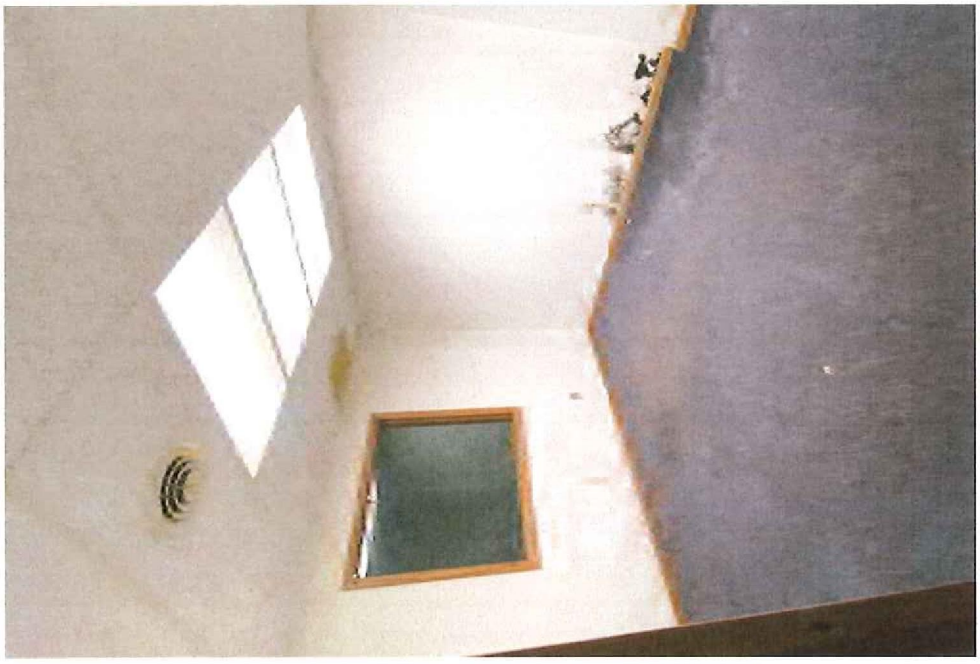


PHOTO 28

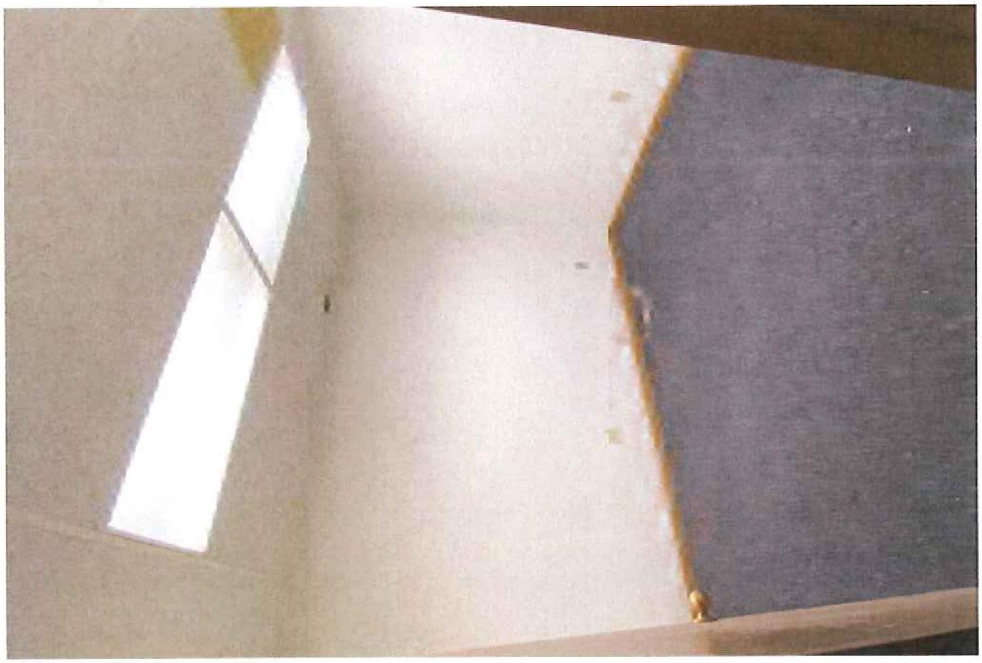
Interior—Room 122

Looking North West

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Owners Files Taken

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PHOTO 29

Interior—Room 123

Looking South East



PHOTO 30

Interior—Room 124

Looking East

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County: Black Hawk



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Owners Files Taken

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PHOTO 31

Interior—Room 124

Looking South West



PHOTO 32

Interior—Room 124

Looking North West

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Address: 425 Franklin Street
Related District No. NA
City: Waterloo
County: Black Hawk



Owners Files Taken

07/22/2020

PHOTO 33

Interior—Stair 136

Looking Up, East



PHOTO 34

Interior—Room 102

Looking South West

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Owners Files Taken

07/22/2020

← UP

PHOTO 35

Interior—Room 102

Looking South West

Down At Exterior Wall



← UP

PHOTO 36

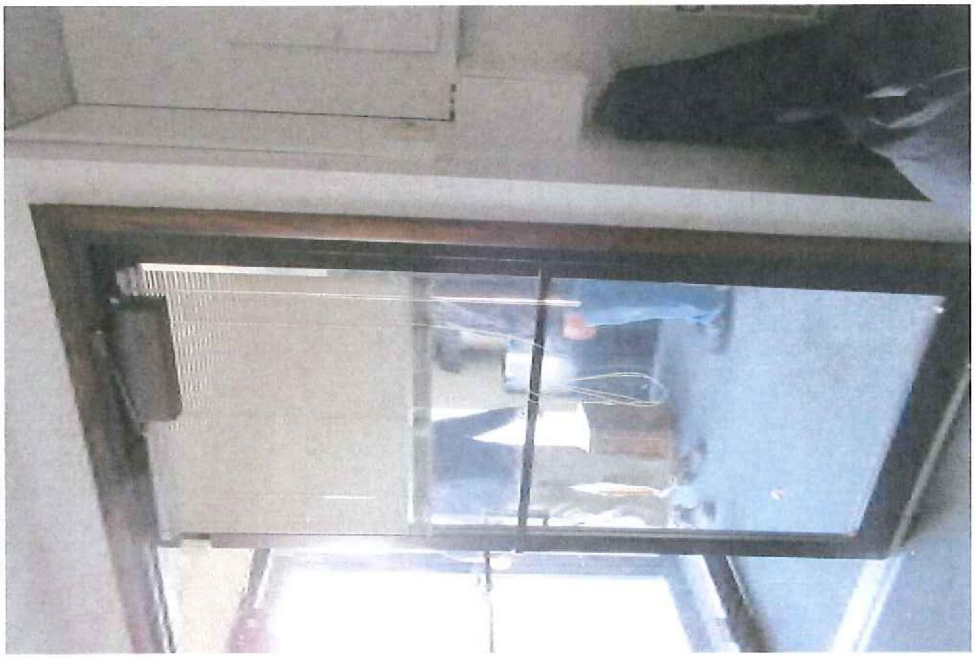
Interior—Room 102

Looking South West Up At Exterior Wall

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IOWA SITE INVENTORY FORM – CONTINUATION SHEET

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Related District No. NA
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Preparers Files Taken

04/12/2019

PHOTO 37

Interior—

Main Entrance Lobby

Looking South West

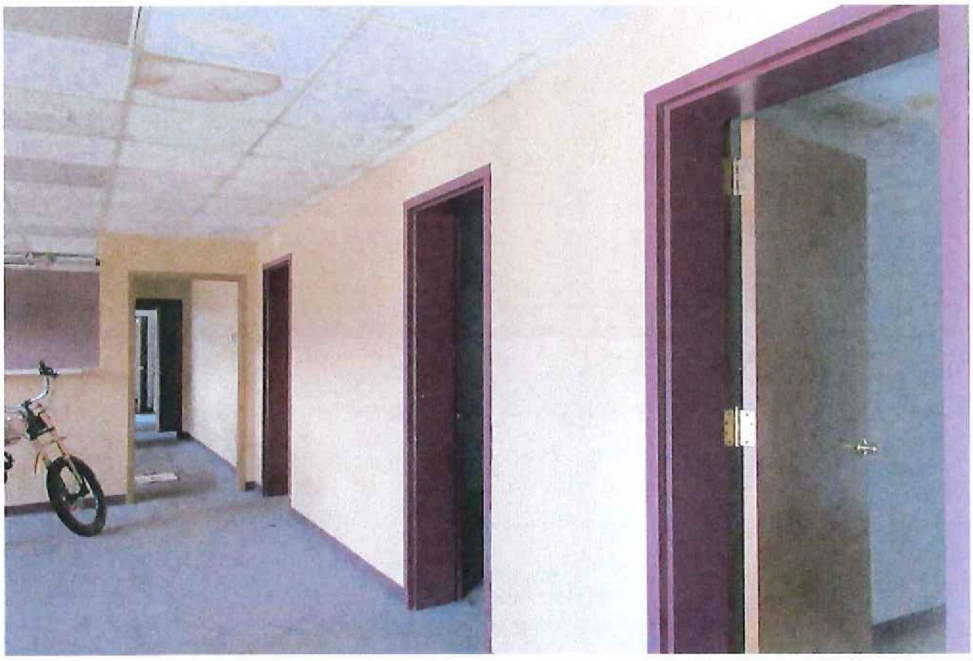


PHOTO 38

Interior—Room 101 Looking North East

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Owners Files Taken

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PHOTO 39

Interior—Room 101

Looking South at Exterior Window



← UP

PHOTO 40

Interior—Room 101

South Exterior Window

Detail

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Address: 425 Franklin Street | Related District No. NA
City: Waterloo | County: Black Hawk



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Owners Files Taken

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PHOTO 41

Interior— Room 101

Looking South West



PHOTO 42

Interior—Room 101

Looking North East

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Owners Files Taken

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PHOTO 43

Interior—Room 101

Looking South East



PHOTO 44

Interior—Room 101

Looking West At Window Infill

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Owners Files Taken

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PHOTO 45

Interior— Room 101

Looking West At Window Infill



PHOTO 46

Interior—Room 101

Detail of West Window Infill Detail —Top

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Owners Files Taken

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PHOTO 47

Interior—Room 104

Looking South East



PHOTO 48

Interior—Room 105

Looking South West

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Owners Files Taken

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PHOTO 49

Interior—Room 106

Looking North East



PHOTO 50

Interior— Room 107

Looking South East

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IOWA SITE INVENTORY FORM – CONTINUATION SHEET

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Owners Files Taken

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PHOTO 51

Interior—Room 102

Looking South East

Preparers Files Taken

04/12/2019



PHOTO 52

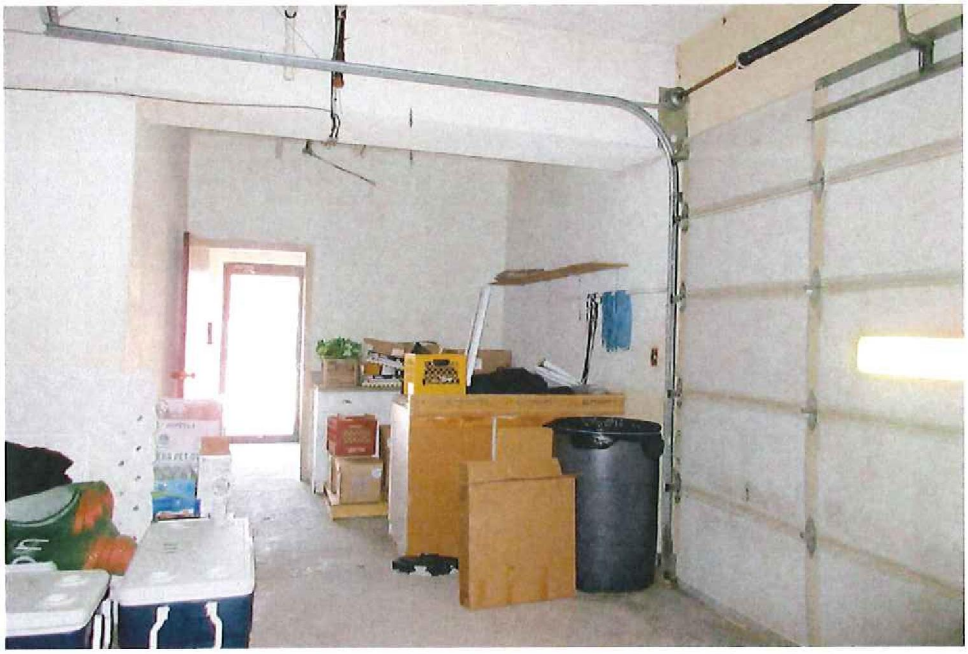
Interior—Room 103

Looking South East

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Preparers Files Taken

04/12/2019

PHOTO 53

Interior—Room 129

Looking South East



PHOTO 54

Interior—Room 129

Looking North East

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Preparers Files Taken

04/12/2019

PHOTO 55

Interior—Room 132

Looking North West



PHOTO 56

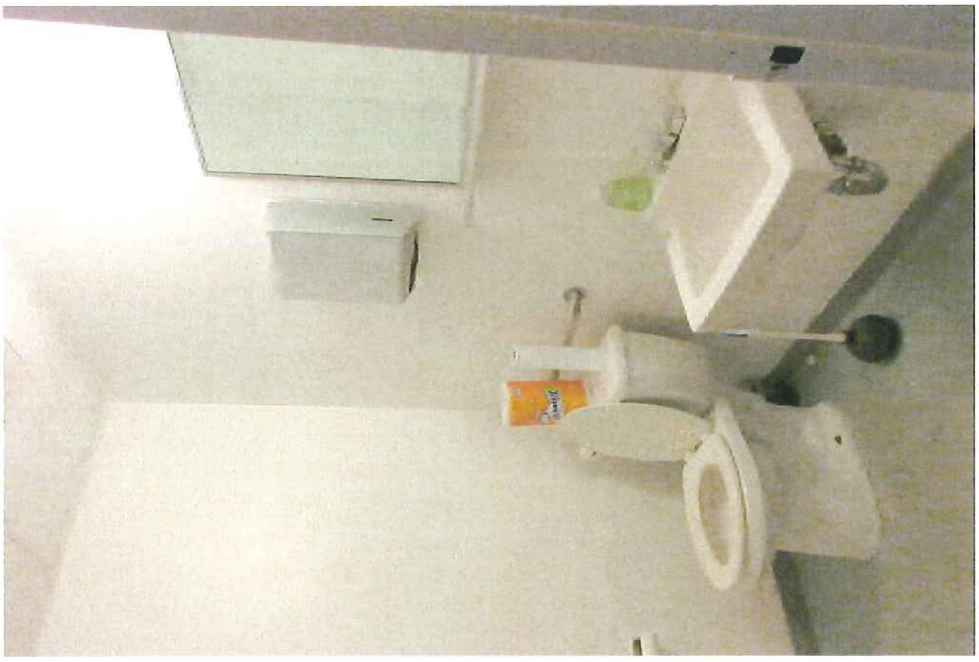
Interior—Room 133

Looking North West

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Preparers Files Taken

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PHOTO 57

Interior—Room 134

Looking North East

STATE HISTORIC PRESERVATION OFFICE OF IOWA
IOWA DEPARTMENT OF CULTURAL AFFAIRS

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Related District No. NA
City: Waterloo
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Preparers Files Taken

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PHOTO 58

Interior—Room 115

Looking North East

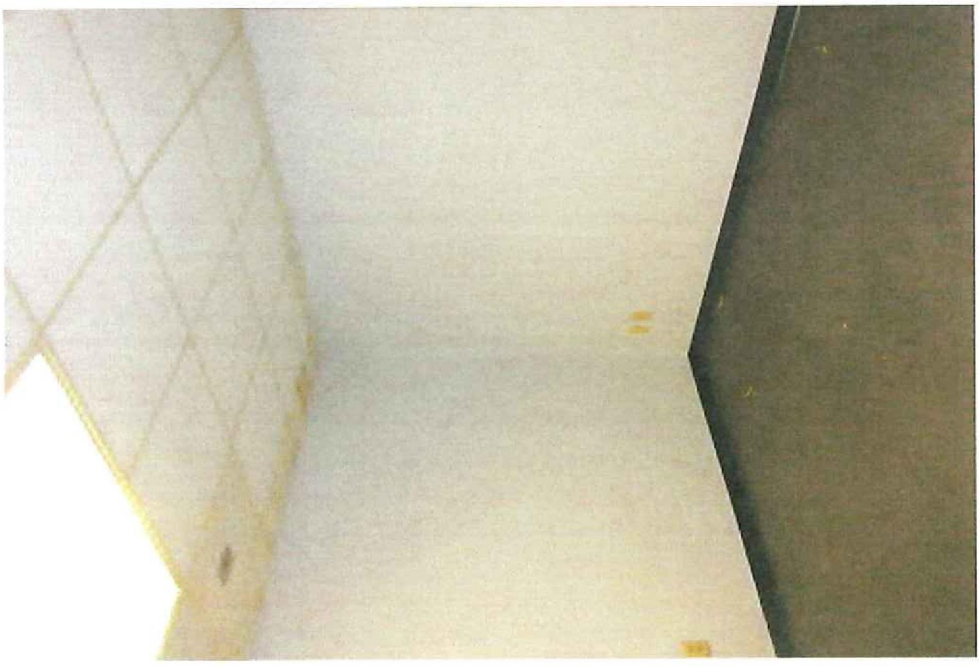


PHOTO 59

Interior—Room 110

Looking South East

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July 2014

IOWA SITE INVENTORY FORM – CONTINUATION SHEET

Name of Property: The Baum-McDonald Auto Co. Building
Site Number: 07-04417 (Supplemental)
Address: 425 Franklin Street
Related District No. NA
City: Waterloo
County: Black Hawk

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Preparers Files Taken

04/12/2019



PHOTO 60

Interior—Room 114

Looking East



PHOTO 61

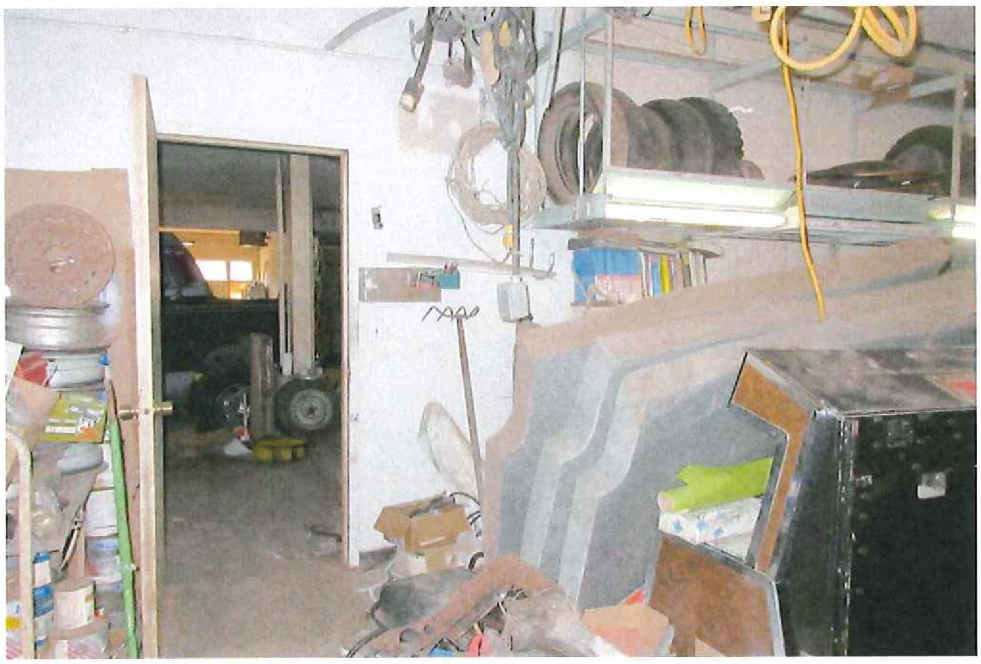
Interior—Room 111

Looking South West

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IOWA SITE INVENTORY FORM – CONTINUATION SHEET

Name of Property: The Baum-McDonald Auto Co. Building | Site Number: 07-04417 (Supplemental)
Address: 425 Franklin Street | Related District No. NA
City: Waterloo | County: Black Hawk



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Preparers Files Taken

04/12/2019

PHOTO 62

Interior—Room 118

Looking South West



PHOTO 63

Interior— Room 119

Looking South West

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Preparers Files Taken

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PHOTO 64

Interior—Room 119

Looking North West



PHOTO 65

Interior— Room 117

Looking West

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Preparers Files Taken

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PHOTO 66

Interior— Room 117

Looking East



← UP

PHOTO 67

Interior— Room 200

Looking North West at

Exterior Wall

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Preparers Files Taken

04/12/2019

PHOTO 68

Interior— Room 200

Looking South West



PHOTO 69

Interior— Room 200

Looking South East

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Preparers Files Taken

04/12/2019

PHOTO 70

Interior— Room 200

Looking South West



PHOTO 71

Interior - Room 210

Looking North

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Preparers Files Taken

04/12/2019

PHOTO 72

Interior— Room 207

Looking North



PHOTO 73

Interior - Room 207

Looking North West

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IOWA SITE INVENTORY FORM – CONTINUATION SHEET

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Related District No. NA
City: Waterloo
County: Black Hawk



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Preparers Files Taken

04/12/2019

PHOTO 74

Interior— Room 204

Looking South East

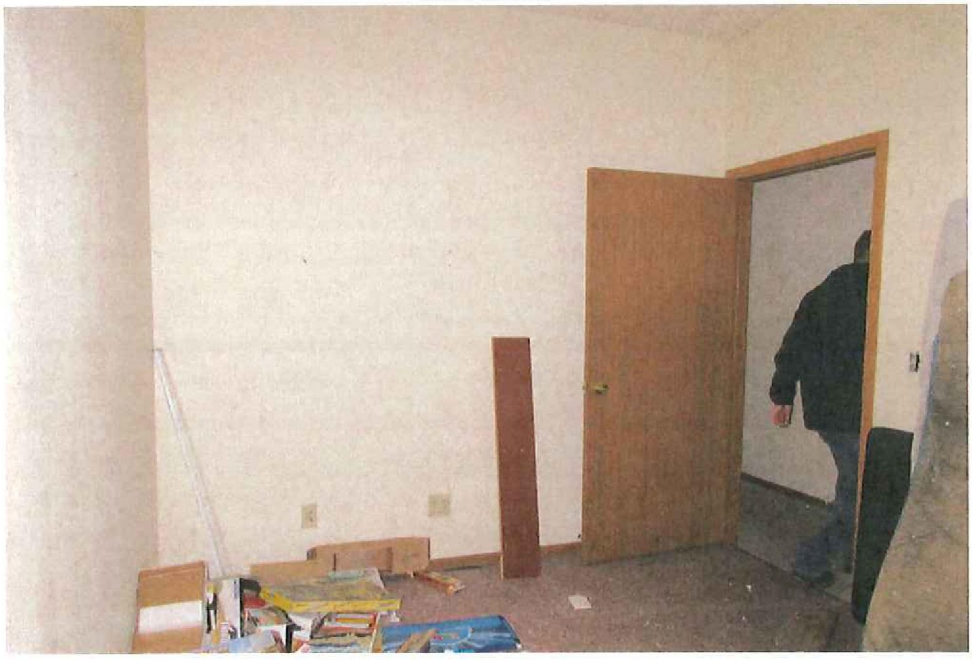


PHOTO 75

Interior - Room 202

Looking North East

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Preparers Files Taken

04/12/2019

PHOTO 76

Interior—Room 209

Looking North



PHOTO 77

Interior - Room 125

Looking South

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Owners Files Taken

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PHOTO 78

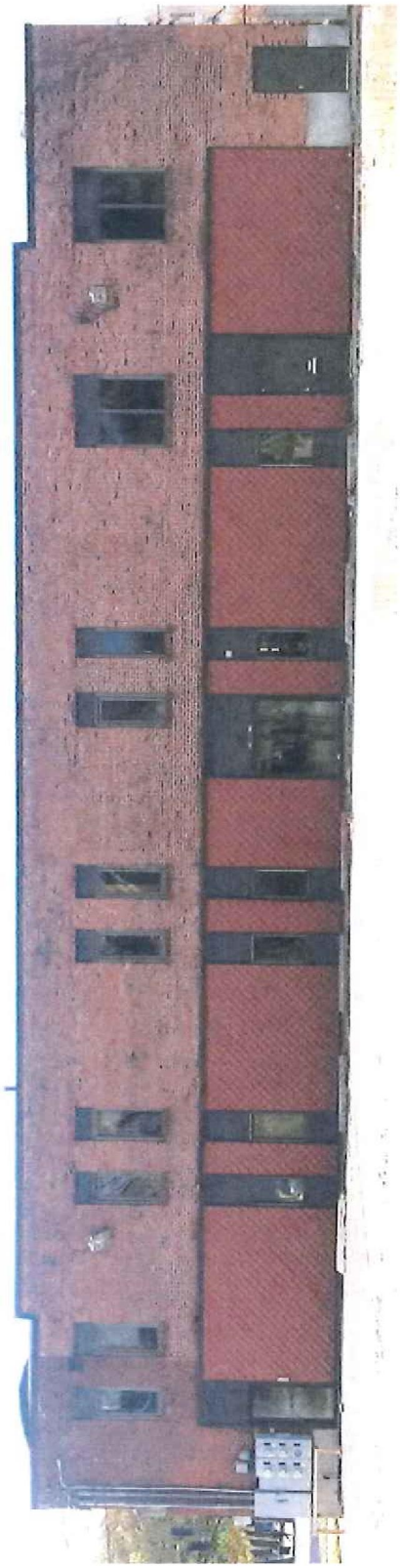
Interior— Room 206

Looking South East

Name of Property: The Baum-McDonald Auto Co. Building NPS Project Number: Not Assigned Yet

Address: 425 Franklin Street

City: Waterloo, Iowa



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Preparers Files

Taken 10/11/2020

PHOTO 79

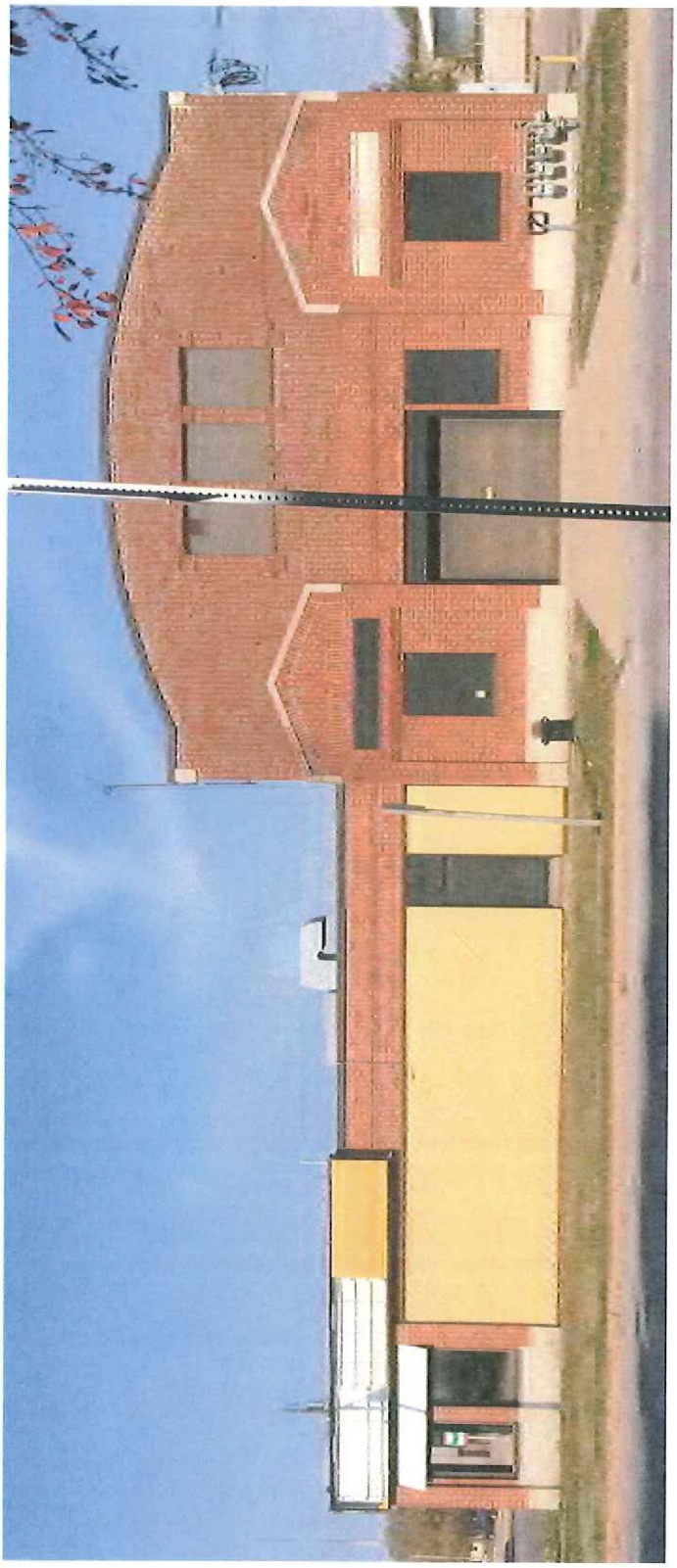
Exterior—East Façade

Looking West

Name of Property: The Baum-McDonald Auto Co. Building NPS Project Number: Not Assigned Yet

Address: 425 Franklin Street

City: Waterloo, Iowa



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Preparers Files

Taken 10/11/2020

PHOTO 80

Exterior—East Park Ave

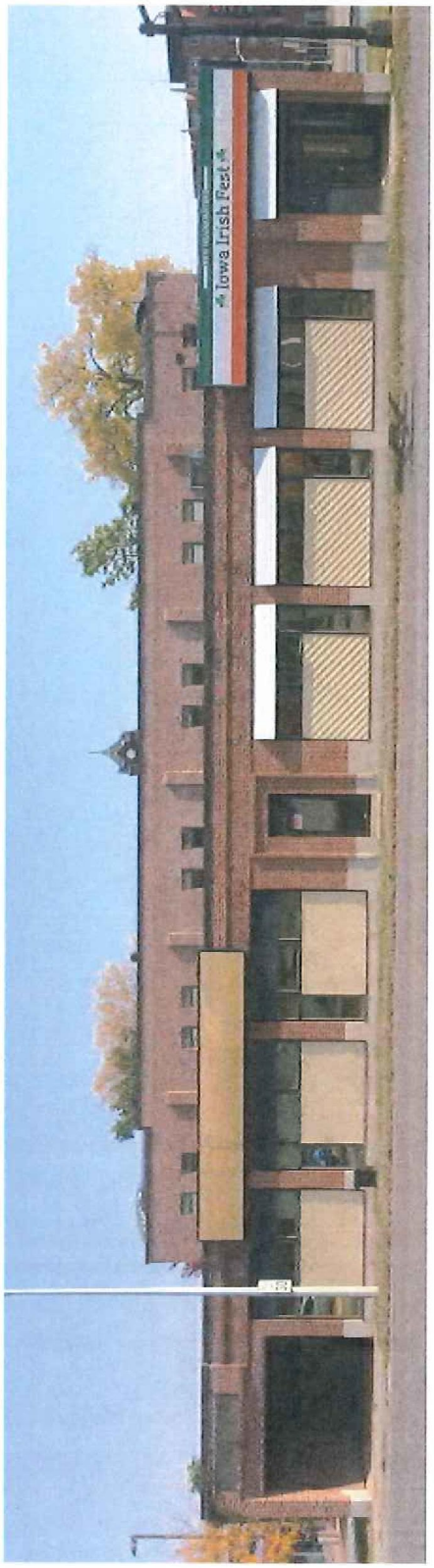
Façade

Looking North

Name of Property: The Baum-McDonald Auto Co. Building NPS Project Number: Not Assigned Yet

Address: 425 Franklin Street

City: Waterloo, Iowa



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Preparers Files

Taken 10/11/2020

PHOTO 81

Exterior—Franklin Street Façade

Looking East

Name of Property: The Baum-McDonald Auto Co. Building NPS Project Number: Not Assigned Yet

Address: 425 Franklin Street

City: Waterloo, Iowa



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Google Maps Street View

Accessed 10/11/2020

Used due to parking lot trees in the way of an elevation photograph and ivy that currently covers the façade.

PHOTO 82

Exterior—North Façade

Looking South East

Name of Property: The Baum-McDonald Auto Co. Building NPS Project Number: Not Assigned Yet

Address: 425 Franklin Street

City: Waterloo, Iowa



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Preparers Files

Taken 04/12/2019

PHOTO 83

Site— Storage Building

(Note: Wood building is on an adjacent property.)

Looking North

CITY OF WATERLOO

Council Communication

Sale and conveyance of City property located at 235 Newell Street, in the amount of $175,000.00, to James Khupho.

City Council Meeting: 2/21/2022
Prepared: 2/9/2022

ATTACHMENTS:

	Description	Type
	Final Purchase Agreement	Backup Material
	Amendment to the Purchase Agreement	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 James Khupho, and authorizing the Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	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.
Neighborhood Impact:	The partnership between the City and Hawkeye Community College was developed to eliminate nuisance properties within the community as well 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. This is 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 Abatement bonds

Legal Descriptions: Mansons Second Addition Lot 10 Block 1

dotloop signature verification: dtlp.us/Y4qh-4z68-iDX1

Adopted by The Northeast Iowa Regional Board of Realtors Oct. 2015
And The Black Hawk County Bar Association

STRUCTURE REAL ESTATE

PURCHASE AGREEMENT

Date 01/24/2022

TO: City of Waterloo (Seller)

FROM: James Kupho (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 ~~$169,900~~ One hundred seventy five thousand dollars & 00/100 AM 01/25/22 12:47 PM CST dotloop verified JK 01/25/22 2:12 PM CST dotloop verified

***Earnest** money of* $1000 *to be held in trust by* 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

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 28th 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) JK 01/25/22 12:01 PM CST dotloop verified (Initials)

Seller(s) AM 01/25/22 12:47 PM CST dotloop verified (Initials)

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dotloop signature verification: dtlp.us/Y4qh-4z68-iDX1

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 02/18/2022. 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) JK 01/25/22 12:01 PM CST dotloop verified (Initials) _____

Seller(s) AM 01/25/22 12:47 PM CST dotloop verified (Initials) _____

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dotloop signature verification: dtlp.us/Y4qh-4z68-iDX1

8. OTHER TERMS/CONDITIONS THIS PURCHASE AGREEMENT IS SUBJECT TO:

A. Buyer is preapproved with Verdian Credit Union. See preapproval letter attached.

B. Escalation Clause: buyer will beat any competing offer by $500 to a maximum price of $175,000. If clause is used, the buyers will require a copy of the next highest offer.

C. 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) JK 01/25/22 12:01 PM CST dotloop verified (Initials)

Seller(s) AM 01/25/22 12:47 PM CST dotloop verified (Initials)

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dotloop signature verification: dtlp.us/Y4qh-4z68-iDX1

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 01/26/2022 5 PM, 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 01/25/2022. 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 01/25/2022
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 _____.

James Kupho dotloop verified 01/25/22 12:01 PM CST SB1K-HGIT-GRKH-CUVK	Adrienne Miller dotloop verified 01/25/22 12:47 PM CST 0DWB-GHFU-7WNN-R2ES
BUYER	SELLER
BUYER	SELLER
ADDRESS	ADDRESS
Brady Huls	Structure Real Estate
PRINT NAME OF SELLING LICENSEE/BROKERAGE COMPANY	
Amy Wienands	Amy Wienands Real Estate
PRINT NAME OF LISTING LICENSEE/BROKERAGE COMPANY	

FINAL ACCEPTANCE DATE: 01/25/2022

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AMENDMENT TO PURCHASE AGREEMENT

SELLER: City of Waterloo

BUYER: James Kupho

PROPERTY ADDRESS: 235 Newell St, Waterloo, IA 50703

LEGAL DESCRIPTION: MANSONS SECOND ADDITION LOT 10 BLK 1

PURCHASE AGREEMENT DATED: 01/20/2022

CHANGES OR AMENDMENTS:

A. Correct buyer's name to James Khupho.

B. Change closing to on or before March 14, 2022.

C. Change financing contingency deadline date to March 8, 2022.

James Kupho — dotloop verified 01/28/22 1:31 PM CST UHSP-4NZU-4EOT-WQ57

BUYER DATE

Adrienne Miller — dotloop verified 02/07/22 4:23 PM CST GCWB-EIJF-IABL-SWBE

SELLER DATE

BUYER DATE

SELLER DATE

CITY OF WATERLOO

Council Communication

Request by Panther Builders, LLC for a Site Plan Amendment to the “R-1,R-P” Planned Residence District and “C-P: Planned Commercial District for the construction of thirty-two (32) single-family homes, located West of 420 Harwood Avenue (former Edison School site).

City Council Meeting: 2/21/2022
Prepared: 2/9/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material
Legal Description	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 “R-1,R-P” Planned Residence District and “C-P" Planned Commercial District for the construction of thirty-two (32) single-family homes, located West of 420 Harwood Avenue (former Edison School site).
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt the ordinance.

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

Recommended Action: Approval

Summary Statement:

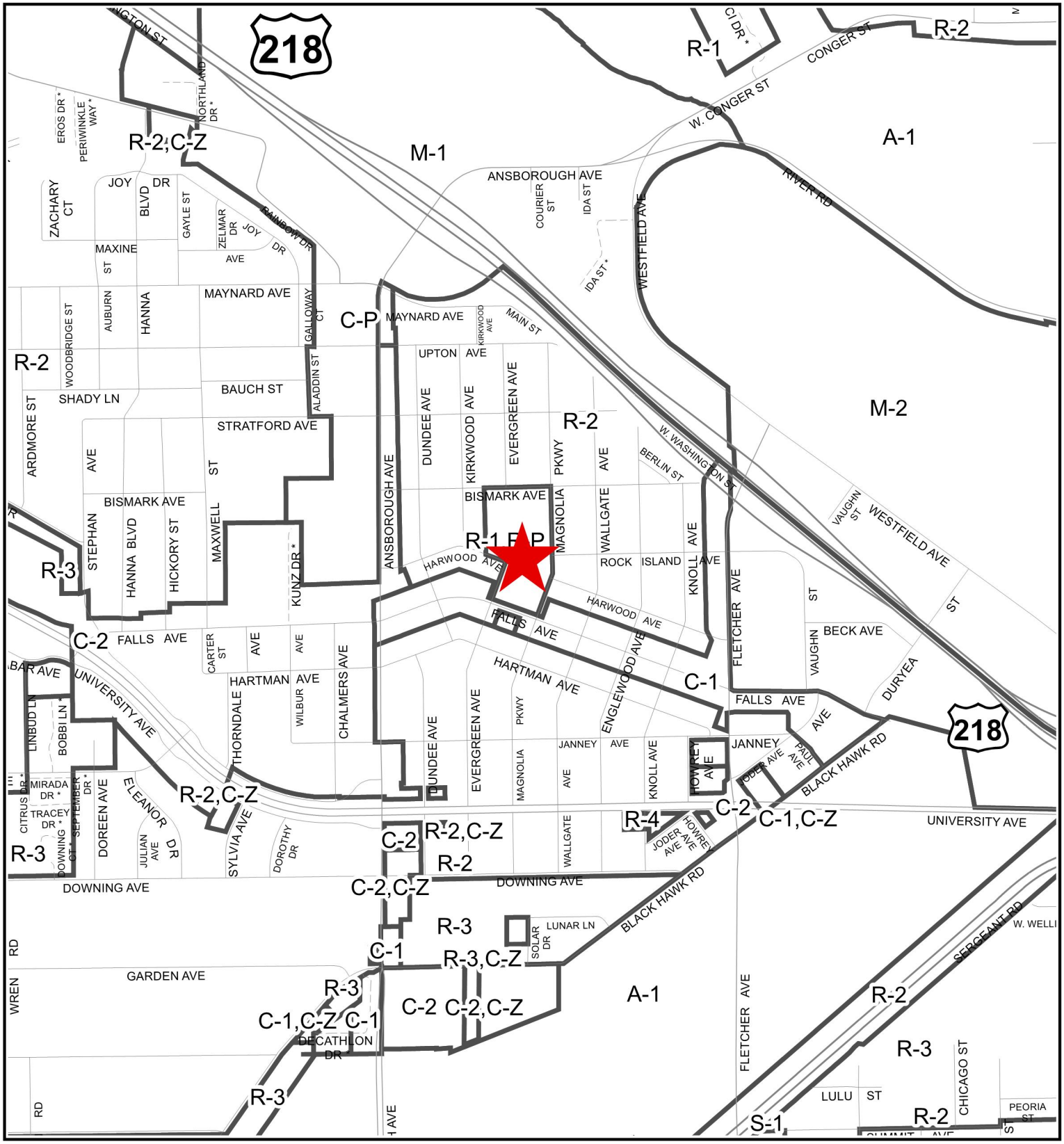
The applicant is requesting to construct 32 new single-family homes at the former Edison School site.

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

	accommodate garbage truck pickup and snow plows. The overall design is similar to houses built on Acorn Lane in 2006, in that development the vehicular entrance is to the rear only. There are other older areas of town with similar setups, such as Home Park Boulevard as one example. The design layout is to accentuate the park design, matchup with previously platted lot locations and infrastructure placements, and create ascetically pleasing new infill neighborhood. The preservation of four large oak trees is also obtained by this design. The Planning, Programming and Zoning Commission voted 4-1-1 (one no vote, and one abstention) to recommend approval of the request at their January 11, 2022 meeting. The proposed Site Plan Amendment will be a change from the former school and from the last proposed site plan with 4-plexes. When the City took ownership, the site was rezoned to "R-1,R-P" Planned Residence District to encourage the infill development of single-family homes which the current
Neighborhood Impact:	applicant is proposing. The 32 single-family home lots will stay in character and size of the existing residential properties in the area with are made up primarily of one-story and one-and-a-half-story homes.
Data/Analysis and Strategies:	Economic Development and Land Use.
Community Engagement Methods:	Public notice was sent out to property owners within 250-feet of the site.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	That portion of the First Addition to Galloway and Galloway in the City of Waterloo, Black Hawk County, Iowa and more particularly described as follows: Beginning at the northwest corner of lot 181 in said First Addition to Galloway in the City of Waterloo, Iowa; thence East along the south right-of-way line of Bismark Avenue to the northeast corner of lot 42 in said Galloway in the City of Waterloo, Iowa; thence South along the west right-of-way line of Magnolia Parkway to the southeast corner of parcel designated as “School”, in said Galloway; thence Southwest along the northwest right-of-way line of Magnolia Parkway to the southeast corner of lot 409 in said Galloway; thence Northwest along the northeast right-of-way line of Falls Avenue to the southwest corner of lot 415 in said Galloway; thence Northeast along the southeast right-of-way line of Evergreen Avenue to the northwest corner of lot 342 in said Galloway; thence Northeast along the northeast extension of the southeast right-of-way line of Evergreen Avenue to the northeast right-of-way line of Harwood Avenue, being a line extending from the west corner of the parcel designated as “School” in Galloway to the angle point on the south line of lot 171 in the First Addition to Galloway; thence Northwest along said northeast right-of-way line of Harwood Avenue to said angle point on the south line of lot 171; thence

Northwest along the northeast right-of-way line of Harwood Avenue to the southwest corner of said lot 171; thence North along the west line of lots 171 through 181 in the First Addition to Galloway to the northwest corner of said lot 181 and the place of beginning.

City of Waterloo Planning, Programming and Zoning Commission
January 11, 2022





1,000 500 0 1,000 Feet

West of 420 Harwood
Site Plan Amendment
Panther Builders, LLC

City of Waterloo Planning, Programming and Zoning Commission
January 11, 2022



N
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Waterloo Iowa

West of 420 Harwood
Site Plan Amendment
Panther Builders, LLC

REQUEST:	Request by Panther Builders, LLC for a Site Plan Amendment to the “R-1,R-P” Planned Residence District and “C-P: Planned Commercial District for 32 single-family homes located West of 420 Harwood Avenue (former Edison School site).
APPLICANT:	Panther Builders, LLC, 616 Clay Street, Cedar Falls, IA 50613
GENERAL DESCRIPTION:	The applicant is requesting a site plan amendment to the planned district to construct single-family homes.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The proposed Site Plan Amendment will be a change from the former school and from the last recommended site plan with 4-plexes. When the City took ownership, the site was rezoned to "R-1,R-P" Planned Residence District to encourage the infill development of single-family homes which the current applicant is proposing.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The site is located along the west side of Magnolia Parkway, directly north of Falls Avenue, and along the east side of Evergreen Avenue. Magnolia Parkway and Evergreen Parkway are designated as local streets. Falls Avenue is classified as a collector. There currently is a sidewalk on the west side of Evergreen Avenue, the west side of Magnolia Parkway, the south side of Bismark Avenue, and on the south side of Falls Avenue. It would appear that the site plan amendment request would not have a negative impact upon vehicular and pedestrian traffic in the area. Sidewalks will be required along all street frontages as the property develops (adding sidewalks to the north side of Harwood Avenue, and the east side of Evergreen Avenue).
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	The nearest trail is the University Avenue trail located three blocks to the south of the site.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area is currently zoned “R-1, R-P” Planned Residence District “C-P” Planned Commercial District and has been zoned as such since it was rezoned from “R-2” One and Two-Family Residence District on May 9, 2011. Surrounding land uses and their zoning: **North** – Residential Development, “R-2, One and Two-Family Residence District **South** – Vacant Land and Commercial Development, zoned “C-1” Neighborhood Commercial District and “C-1, C-Z” Conditional Zoning Neighborhood Commercial District. **East** – Commercial Development, zoned “C-1” Neighborhood Commercial District and residential development zoned “R-2” One and Two-Family Residence District.

West – Commercial Development, zoned “C-1” Neighborhood Commercial District and residential development zoned “R-2” One and Two-Family Residence District.

DEVELOPMENT HISTORY:

Commercial buildings along Falls Avenue were built between 1946 and 1977. Commercial builds along Evergreen Avenue and Magnolia Parkway were built between 1929 and 1962. Nearby residential buildings were constructed between the 1910s and 1960s.



Picture: 1: Looking from Evergreen Avenue toward Magnolia Parkway and Falls Avenue in the area zoned commercial showing commercial development along Falls Avenue.

BUFFERS/ SCREENING REQUIRED:

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

DRAINAGE:

The applicant will need to get a drainage plan approved through the Engineering Department.

FLOODPLAIN:

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

PUBLIC /OPEN SPACES/ SCHOOLS:

Edison Elementary was demolished in 2017 and in the proposed site plan, 2.2 acres of the former school site is shown to be set aside as a park primarily on the northeast portion of the site with a walkway connection to Evergreen Avenue. Fred Becker Elementary is located 1 mile to the southwest and Central Middle School is located 1 ½ mile to the southwest.

UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC:	There is 4” drain tile underneath Falls Avenue; an 8” water main along the north side of Falls Avenue; a 6” water main along the west side of Magnolia Parkway; an 8” sewer main and 21” storm sewer underneath Magnolia Parkway; 4” drain tile and 6” water main underneath Evergreen Avenue; a 6” water main along the south side of Harwood Avenue; and an 8” sewer main in between Evergreen Avenue and Magnolia Parkway that is approximately 150’ north of the south property line.
RELATIONSHIP TO COMPREHENSIVE LAND-USE PLAN:	The Future Land Use Map designates this area as Parks, Open Spaces, Hospitals, Government Facilities, Public Areas, and Airport. The site plan amendment area is located within the Primary Growth Area. However, it should be noted that when the previous Future Land Use Map was created the school was still operating at the site and there was no indication at that time that the school would be closed. The Future Land Use Map should be used as a guide. The Future Land Use Map shows the abutting areas to the west, east, and north as Low-Density Residential and the area along Falls Avenue as Commercial.
STAFF ANALYSIS – ZONING ORDINANCE:	The applicant is requesting a site plan amendment to the former Edison Elementary School site that was demolished in 2017. Currently, the site is zoned “R-1,R-P” Planned Residence District and has been zoned as such since May 9, 2011. When the City took possession of the property, the area was rezoned to encourage infill single-family homes. The applicant is proposing to construct 32 Single Family Homes along with a 2.2+ acre park on the northeast corner. The residential layout is unique given the footprint of the former school, locations of the infrastructure, previous plotted lots of area, and desire to include a park within the design. As such, Lots 1-11 will have entrance to their lots by an improved alley (26’ wide) from the west. This is an existing alley that will be hard surfaced and enlarged. The lots will face the park and public walkway. Lots 12-21 will have a new alley for primary access from the rear, sharing with Lots 22-32 which also abuts Magnolia Parkway. Lots 12-16 will also have frontage on Evergreen Avenue, but 17-21 only from the new alley. The new alley would be name for addressing purposes for a portion of the lots. The new alley would also be designed for a 26’ wide design, and paved, to accommodate garbage truck pickup and potential snow plows. The overall design is similar to houses built on Acorn Lane in 2006, in that development the vehicular entrance is to the rear only. There are other older areas of town with similar setups, such as Home Park Boulevard as one example. The design layout is to accentuate the park design, matchup with previously platted lot locations and infrastructure placements, and create ascetically pleasing new infill

neighborhood. The preservation of four large oak trees is also obtained by this design.



Picture: 2:Looking southwest from Bismark Avenue toward area designated for future development on the site plan.

Currently, the City of Waterloo is taking proactive steps on several infill development sites within the community. Utilizing infill development sites within developed portions of the City where existing infrastructure is readily available is a Smart Growth practice, and the installation and extension of utilities to serve any new development would be minimal, saving on future maintenance costs for the City. The City of Waterloo has a greater level of review for these sites to ensure the infill sites are properly redeveloped to have a positive impact on the surrounding neighborhoods.

It is the staff's goal that any redevelopment of these areas represents the best possible infill for economic development activities. These sites need to uplift the neighborhoods, make surrounding neighbors encouraged with their redevelopment, secure that it is helping property values in the area, and create new economic development opportunities for the city.

The Planning, Programming and Zoning Commission voted 4-1-1 to recommend approval of the request at their January 11, 2022 meeting.



Picture: 3: Looking from Magnolia Parkway toward the proposed location of the park at the corner of Magnolia Parkway and Bismarck Avenue.



Picture: 4: Looking at 1-story and 1 1/2 story homes along Harwood Avenue.

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

STAFF ANALYSIS – SUBDIVISION ORDINANCE:	The applicant will need to plat the property for proper development of the site and the park area separated off.
TECHNICAL REVIEW COMMITTEE	*It was noted that a meeting with the neighborhood association is going to be held with Leisure Services, planning staff, and Keven Fittro from Panther Builders.* *Engineering noted that they would like more information on the sanitary sewer lines and the paving of the existing alley. Engineering also noted a sidewalk was added along Evergreen.* *David Kline from MidAmerican asked about easements that will be taken care of during the platting of the property. It was noted that easements will be provided as needed, or within existing right-of-way areas.*
STAFF RECOMMENDATION:	Therefore, staff recommends that the request by Panther Builders, LLC for a Site Plan Amendment to the "R-1,R-P" Planned Residence District and "C-P" Planned Commercial District for 32 single-family homes located West of 420 Harwood Avenue (former Edison School site) be approved for the following reasons: 1. The site in question would appear to provide sufficient space to meet all required regulations including setbacks, drainage, landscaping, screening, etc. 2. The proposed site plan amendment area is already served by all necessary utilities with some extensions needed. 3. The site plan amendment area is a Planned District, to allow for the orderly development of land and ensure to the citizenry and City of Waterloo that development will occur as planned and approved. And subject to the following condition(s): 1. That the final site plan would need to meet all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, etc. 2. That sidewalks be installed along street frontages within the development, along with the east side of Evergreen, north side of Harwood. 3. Any major changes to the plan would need to return for another site plan amendment.

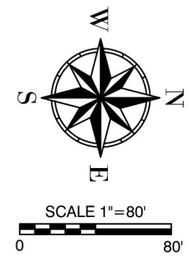
EDISON ADDITON
WATERLOO, IA

CONCEPTUAL DRAWING AND
PRELIMINARY LOT LAYOUT

1/6/2022

PRELIMINARY
NOT FOR CONSTRUCTION





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

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

West Bank
CK# 1201
12/21/21
pd.

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

1. APPLICATION INFORMATION:

a. Applicant's name (please print): Kevin Fittro
Address: 616 Clay St. Phone: (319) 493-0919 Fax: N/A
City: Cedar Falls State: IA Zip: 50613
Email: kevin.fittro@pantherhomebuilders.com

b. Status of applicant: (a) Owner ____ (b) Other X (CHECK ONE): If other explain: Prospective Private Developer

c. Property owner's name if different than above (please print): City of Waterloo
Address: 715 Mulberry St. Phone: (319) 291-0141 Fax: N/A
City: Waterloo State: IA Zip: 50703
Email: noel.anderson@waterloo-ia.org

2. PROPERTY INFORMATION:

a. General location of site plan to be amended: Located between Falls Ave., Bismark Ave., Magnolia Pkwy. and the alley between Kirkwood Ave. and Evergreen Ave.

b. Legal description of property or portion to be amended: See attached Exhibit 'A'

c. Dimensions of proposed site plan amendment: Irregular shape, approx. 451' x 919' overall

d. Area of proposed site plan amendment: +/- 7.6 acres

e. Current zoning: R-1, R-P

f. Reason(s) for site plan amendment and proposed use(s) of property: Accomodation of Park area and revised lots. Residential single family.

g. Conditions (if any) agreed to (does not affect existing conditions unless specified): ____

h. Other pertinent information (use reverse side if necessary): ____

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

KF 12-21-21

Signature of Applicant Date

Signature of Owner Date

Exhibit ‘A’

That portion of the First Addition to Galloway and Galloway in the City of Waterloo, Black Hawk County, Iowa and more particularly described as follows:

Beginning at the northwest corner of lot 181 in said First Addition to Galloway in the City of Waterloo, Iowa; thence East along the south right-of-way line of Bismark Avenue to the northeast corner of lot 42 in said Galloway in the City of Waterloo, Iowa; thence South along the west right-of-way line of Magnolia Parkway to the southeast corner of parcel designated as “School”, in said Galloway; thence Southwest along the northwest right-of-way line of Magnolia Parkway to the southeast corner of lot 409 in said Galloway; thence Northwest along the northeast right-of-way line of Falls Avenue to the southwest corner of lot 415 in said Galloway; thence Northeast along the southeast right-of-way line of Evergreen Avenue to the northwest corner of lot 342 in said Galloway; thence Northeast along the northeast extension of the southeast right-of-way line of Evergreen Avenue to the northeast right-of-way line of Harwood Avenue, being a line extending from the west corner of the parcel designated as “School” in Galloway to the angle point on the south line of lot 171 in the First Addition to Galloway; thence Northwest along said northeast right-of-way line of Harwood Avenue to said angle point on the south line of lot 171; thence Northwest along the northeast right-of-way line of Harwood Avenue to the southwest corner of said lot 171; thence North along the west line of lots 171 through 181 in the First Addition to Galloway to the northwest corner of said lot 181 and the place of beginning.

CITY OF WATERLOO

Council Communication

Demolition Services with Regulated Asbestos-Containing Materials (RACM), Contract No. RD-2022-02-01P, located at 408 Courtland Street.

City Council Meeting: 2/21/2022
Prepared: 2/9/2022

ATTACHMENTS:

	Description	Type
🗋	Bid Documents RFB RACM Demo Contract RD-2022-02-01P 408 Courtland St	Backup Material
🗋	408 Courtland Street details	Backup Material
🗋	Bid Tabulation	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING - No comments on file. 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 and file and instruct City Clerk to read bids. Resolution awarding bid to Lansing Brothers Construction Co., Inc., of Luxemburg, Iowa, in the amount of $32,400.00, in conjunction with demolition services with regulated asbestos-containing materials (RACM), Contract No. RD-2022-02-01P, located at 408 Courtland Street, approving the contract, bond, and certificate of insurance, 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:	408 Courtland Street was acquired by the City and is in very poor shape. It is a fire damaged house and is unsafe to test and abate for asbestos. It has a partially collapsed roof, and significant fire damage throughout the house. Therefore, the structure must be demolished as RACM (regulated asbestos containing material).
Data/Analysis and Strategies:	Nuisance Abatement and Economic Development, policy 1, 3 and 4.

Expenditure Required/Source of Funds: Estimate: $30,000. To be paid from Nuisance Abatement bonds

CITY OF WATERLOO, IOWA

Request for Bid

DEMOLITION AND SITE CLEARANCE SERVICES
[with Regulated Asbestos-Containing Materials (RACM)]

February 2022

(RACM) Demolition Contract RD-2022-02-01P
408 Courtland Street

City of Waterloo, Iowa

Prepared by City of Waterloo Planning and Zoning Department

SECTION I NOTICE OF REQUEST FOR BID

1.0 Receipt and Opening of Bid

The City of Waterloo is seeking sealed bids for the (RACM) demolition, removal, disposal and site clearance of **408 Courtland Street**

All bids must be received in a sealed envelope in the City Clerk's Office, Waterloo City Hall, 715 Mulberry Street, Waterloo, IA 50703 (date and time stamped) by Thursday February 10, 2022 at 1:00 p.m. (our clock), Central Time, in order to be considered. City Hall is located at 715 Mulberry Street, Waterloo, Iowa. Bids sent electronically or via facsimile will not be accepted.

The mailing container or envelope shall be plainly marked on the outside with the notation 'SEALED RFB FOR DEMOLITION AND SITE CLEARANCE SERVICES – (RACM) Demolition Contract RD-2022-02-01P – 408 Courtland Street, **and the name of the company submitting the bid.**

1.1 RFB Timeline

Name of the Bid:	Demolition and Site Clearance Services (RACM) Demolition Contract RD-2022-02-01P – **408 Courtland Street**
Notice of RFB Date:	January 27, 2022
Mandatory Walk Thru Date:	**There will not be a mandatory walk thru**
Deadline for Bid Submittal:	**Thursday February 10, 2022 at 1:00 p.m., Central Time**
Submit Sealed Bid to:	Address exactly as stated: SEALED RFB FOR DEMOLITION AND SITE CLEARANCE SERVICES - (RACM) DEMOLITION CONTRACT RD-2022-02-01P – 408 COURTLAND STREET City Hall City Clerk's Office 715 Mulberry Street Waterloo, IA 50703
Method of Submittal:	Mail or Overnight Delivery, In Person (**No** Electronic or Fax Submittals)
Contact Person, Title: **E-mail Address**:	Aric Schroeder, City Planner/Project Manager (City's Representative) Aric.schroeder@waterloo-ia.org
Phone:	Phone: 319-291-4366

1.2 The City reserves the right to accept or reject any or all bids and to waive any informalities or irregularities in bids if such waiver does not substantially change the offer or provide a competitive advantage to any Bidder. The City reserves the right to defer acceptance of any bid for a period not to exceed sixty (60) calendar days from the date of the deadline for receiving bids.

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

1.4 **Bids will be opened on Thursday February 10, 2022, at 1:00 pm** (our clock) Central Time in the second floor Council Chambers and will be streamed live on the City of Waterloo's YouTube Channel. The main purpose of this opening is to reveal the name(s) of the Bidder(s), not to serve as a forum for determining the award. **The awarding of the contract is anticipated to be at the City Council meeting on Monday February 21, 2022 at 5:30 p.m.**

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

SECTION II INSTRUCTIONS TO BIDDERS

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

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

2.1.1 The City reserves the right to require increased liability limits, not to exceed Fifteen Million Dollars ($15,000,000) from bidders, should the project represent an elevated hazard level to the City as determined by the Insurance Committee.

2.1.2 Commercial General Liability Insurance Policy, including but not limited to, insurance for premises construction operations (when applicable), contractual liability, completed operations with respect to liability arising out of the ownership, use, occupancy or maintenance of the premises and all areas appurtenant thereto, to afford protection with respect to bodily injury, personal

injury, death or property damage of not less than One Million Dollars ($1,000,000) per occurrence combined single limit/Two Million Dollars ($2,000,000) general aggregate.

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

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

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

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

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

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

2.2 Bonds

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

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

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

2.4 Important Exceptions to Contract Documents - The Bidder shall clearly state in the submitted bid any exceptions to, or deviations from, the minimum bid requirements, and any exceptions to the terms and conditions of this RFB. Such exceptions or deviations will be considered in evaluating the bids. Any exceptions should be noted on the Signature Page. Companies are cautioned that exceptions taken to this RFB may cause their bid to be rejected. No additional exceptions shall be allowed after submittal of a bid.

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

SECTION III SPECIAL TERMS AND CONDITIONS

3.0 Term of Contract

3.0.1 **The initial term of the Contract shall be for approximately two (2) months, anticipated to be from the award of contract estimated to start on February 21, 2022 thru April 30, 2022.**

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

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

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

3.1 Agreement Forms

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

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

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

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

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

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

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

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

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

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

3.2 Terms of Payment

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

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

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

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

SECTION IV SERVICE REQUIREMENTS

4.0 Background

The City of Waterloo, Iowa, is seeking bids for demolition and site clearance services for demolition with regulated asbestos containing material (RACM) of: **408 Courtland Street**

4.1 Scope of Work

The City of Waterloo is seeking a qualified demolition contractor to demolish the structures and clear the site. The Bidder understands and agrees that demolition and debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of the Contract in the shortest time possible.

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

The City has designated these structures as immediate threat, structurally unsound, Regulated Asbestos Containing Material (RACM) structures, and their demolition and removal, including basements and cement slabs of basement-less structures, must be handled as such. The structures and basements (or slab of a basement-less structure) must be demolished and removed in a single day; if all RACM material cannot be removed in a single day, the RACM material will be thoroughly wetted and completely covered and secured with polyethylene plastic sheeting until demolition activities resume. Because of the RACM demolition designation, the Bidder must be licensed/permitted to perform the type of work proposed herein. All RACM disposals will be delivered to the Black Hawk County Landfill site, and copies of all landfill tickets will be provided to the City of Waterloo.

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

SECTION V METHOD OF EVALUATION

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

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

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

5.2 Bid Evaluation Procedures

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

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

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

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

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

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

5.5.3 The Mayor executes the Contract.

SECTION VI GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

SIGNATURE PAGE

408 Courtland Street

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

408 Courtland Street	**$**
Total	**$**

Total in written form: _____

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

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print) _____

Authorized Representative Signature _____

Date : _____ Email: _____

Phone: _____ Fax: _____

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

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

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

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

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

Addenda Number _____ Date _____ Addenda Number _____ Date _____

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

EXHIBIT "B"

CITY OF WATERLOO
SPECIFICATIONS FOR DEMOLITION AND SITE CLEARANCE
[removal of Regulated Asbestos Containing Materials (RACM)]

PART 1 - GENERAL 1.01 CITY REPRESENTATIVES

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

1.02 DESCRIPTION OF WORK

Unless directed otherwise in the Contract Documents or by the City's Representative, the Contractor shall:

A. Remove and properly dispose of all structures, incidental demolition debris, basement walls, floors, foundations, private sidewalks (excludes public sidewalk in street right-of-way), steps, driveways and all trees from the specified properties.

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

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

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

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

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

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

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

1.03 PROTECTION OF THE PUBLIC AND PROPERTIES

A. Littering Streets

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

2. Littering of the site shall not be permitted.

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

B. Street Closure

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

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

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

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

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

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

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

F. Requirements for the Reduction of Fire Hazards

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

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

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

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

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

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

H. Protection of Adjacent Property

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

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

1.04 RISK OF LOSS

A. The Contractor shall accept the site in its present condition and shall inspect the site for its character and type of structures to be demolished. The City assumes no responsibility for the condition of existing buildings, structures, and other property within the demolition area, or the condition of the property before or after the solicitation for proposals. No adjustment of proposal price or allowance for any change in conditions that occur after the acceptance of the lowest responsible, responsive proposal will be allowed.

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

1.05 PROPERTY OWNERSHIP

A. Title: The property address or general description will be included in the Contract Documents. Following execution of the contract, and upon issuance of Notice to Proceed with respect to a given property, for the work of demolition and site clearance on all or any part of the demolition area referenced in the Notice to Proceed, all rights, title, and interest of the City in and to buildings, structures and other property to be demolished and/or removed by the Contractor on part or all of said project area as described in the Contract Documents and contract addenda thereto, shall be deemed to be vested in the Contractor. Only materials that are not RACM may be salvaged or taken to anywhere other than the Black Hawk County Landfill. All materials are to be removed and disposed of or salvaged in conformance with these specifications.

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

1.06 VACATING OF BUILDINGS

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

1.07 PERMITS AND FEES

The Contractor shall obtain all the necessary permits and pay all permit fees that are required by the City or any other governmental authority in conjunction with the demolition work.

1.08 MEASUREMENT AND PAYMENT

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

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

PART 1A – REGULATED ASBESTOS CONTAINING MATERIALS (RACM)

The properties to be demolished have been declared unsafe to enter. Therefore, the structures have not been tested for asbestos. All structural debris must be treated and handled as RACM. Demolition and removal of structures, including basements and cement slabs of basement-less structures, must be accomplished in a single day; if all RACM material cannot be removed in a single day, the RACM material will be thoroughly wetted and completely covered and secured with polyethylene plastic sheeting until demolition activities resume. The Contractor will be required to have all permits and licenses required by the Iowa Department of Natural Resources (IDNR), Iowa Workforce Development (IWD), and the Occupational Health and Safety Administration (OSHA) for handling RACM. The Contractor will be responsible to ensure that demolition activities are carried out in compliance with all applicable regulations of IDNR, IWD, and OSHA as well as all other federal, state, and local regulations.

The Contractor shall employ good demolition techniques, including but not limited to:

1. Wetting structures and debris prior to and during demolition to reduce the potential for air migration of asbestos.
2. Using demolition techniques to minimize the excessive breaking of materials.
3. Maintaining the practice of keeping personnel at a safe distance from demolition activities.

4. Loading the materials with techniques to maintain a sufficient distance from personnel to reduce the exposure to airborne material.
5. Proper handling and covering of all loads to prevent RACM material from becoming airborne during hauling.
6. Placing a placard on the truck hauling the RACM debris in accordance with the IDOT and IDNR requirements.
7. Disposing of RACM, as approved by IDNR, shall be at separated areas of disposal sites and shall be disposed of using techniques to minimize the potential for debris or dust to become airborne.
8. Manual cleaning of the demolition site to remove all asbestos materials from the site.
9. All trucks and/or trailers must have solid metal end-gates.

If city water is not available, the Contractor shall have a water truck on standby during the demolition to maintain a sufficient source to maintain wetting of RACM.

Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed as well as the RACM designated structures.

PART 2 -EXECUTION

2.01 DEMOLITION SCHEDULE

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

2.02 SALVAGE OF DEMOLITION MATERIALS

The Contractor shall **not** be allowed to salvage RACM demolition materials from any property on this project. Non-RACM material (such as private sidewalks and driveways, trees, or other landscaping features) may be salvaged or disposed of in other than the Black Hawk County Landfill. No salvaging or removal of any material shall occur until after the City of Waterloo has issued a Notice to Proceed for the property. The Contractor shall assume all expense, risk, and liability for salvaging. It is preferred that the Contractor remove items to be salvaged from the premises to the Contractor's premises or other private lands for pick up by other individuals or entities. If the Contractor intends to allow any other individuals or entities to enter the property on this project to perform salvaging, the Contractor shall only do so after obtaining

from the third-party salvager a certificate of insurance for general liability with limits of liability of at least $1,000,000 per occurrence for Bodily Injury and Property Damage. For entities with employees, it shall include Workers Compensation and Employers Liability Insurance meeting the requirements of the Iowa Workers Compensation Law covering all of the entity's employees carrying out their work. The Contractor and the City of Waterloo, Iowa shall be named as additional insured on the third-party salvager's general liability insurance policies and certificates of insurance.

2.03 DEMOLITION AND REMOVALS

A. Structural Parts of Buildings

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

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

B. Basements and Foundation Walls: Cement slabs and footings or foundations of structures without basements are to be completely removed. All concrete basements, slabs of basementless structures and floors, including that of attached garages, are required to be completely removed and shall be broken up and removed as RACM. The basement area is to be inspected and approved by the City's Representative before backfilling is started. Failure to obtain approval may result in re-excavation of the basement area at the Contractor's expense. The City cannot provide verification regarding the area of the basement, but the Black Hawk County Assessor's detailed report indicates that 220 Hopkins Court has a partial basement.

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

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

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

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

G. Vegetation: The Contractor shall remove all trees, and such other stumps, bushes, vegetation, brush and weeds, whether standing or fallen. The Contractor shall protect any trees on adjacent property from damage by the demolition operation. In the event that the Contractor damages an adjacent property tree, it shall be repaired or removed and replaced by the Contractor as directed by the City's Representative.

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

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

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

2.04 WELL PLUGGING AND ABANDONMENT

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

2.05 DISPOSAL OF DEMOLITION DEBRIS AND SOLID WASTE

A. Acknowledgement: The Contractor acknowledges, represents and warrants to the City that it is familiar with all laws relating to disposal of RACM materials as stated herein and is familiar with and will comply with all applicable guidelines, requirements, laws, regulations, and any other federal, state or local agencies or authorities. The Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered

under the scope of work or not in compliance with these specifications shall be at the sole risk of the Contractor. The Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by the scope of work or not in compliance with these specifications.

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

C. Tires, Household Hazardous Waste, White Goods and Electronics: There will be no separation of any of the before listed materials as all structures have been identified as unsafe to enter and RACM.

D. Disposal of Demolition Debris and Solid Waste:

1. All RACM debris and solid waste shall be delivered by the Contractor to the Black Hawk County Landfill. The Contractor shall be responsible to pay all fees for waste disposal. The Contractor shall submit to the City's Representative copies of all disposal tickets for each structure demolished, where available, which identify the specific address of the origin of the debris associated with each ticket. The cost of all disposal fees shall be considered incidental to the demolition and shall be included in the lump sum bid for demolition.

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

E. Asbestos Abatement: There will be no asbestos testing or abatement as all structures have been identified as unsafe to enter and RACM. The handling of asbestos material is subject to all applicable state and federal mandates.

F. Freon Removal and Disposal: There will be no separation or handling of the before listed materials as all structures have been identified as unsafe to enter and RACM.

G. PCB and Mercury Removal and Disposal: There will be no separation or handling of the before listed materials as all structures have been identified as unsafe to enter and RACM.

2.06 BACKFILL, GRADING, AND CLEAN UP

A. Backfill: When site conditions permit, as determined by the City's Representative, soil shall be used as backfill material. Excess excavation materials shall be removed from the site. Any borrow or fill material shall be approved by the City's Representative before and during the

placing of the material. All depressions on the property shall be filled, compacted, and graded to a uniform slope with adequate drainage.

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

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

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

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

F. Final Cleaning Up:

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

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

3. Final cleaning up shall be subject to approval of the City's Representative and in accordance with applicable regulations. All pieces, parts, scraps, debris, rubbish, wood or organic materials from demolition activities shall be cleaned up and removed from the premises. Final cleanup after a structure is demolished shall include complete and thorough removal from the premises of all parts or pieces of the building, its contents and its furnishings, including all debris, organic materials, rubbish, wood, concrete and masonry rubble. All hazardous open pits and recesses shall be filled with thoroughly tamped earth or mortar, whichever is completely required to eliminate the hazard.

2.07 UTILITY DISCONNECTIONS

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

A. Sanitary Sewer Service Disconnection: All sanitary sewer services shall be disconnected before demolition work begins and plugged in conformance with requirements of the City. The location of the sanitary sewer main, if known, will be provided by the City to the best of its knowledge. The Contractor shall not backfill the area prior to inspection by the Waterloo Building Inspections Department. Contractor shall contact the Waterloo Building Inspections Department for compliance with this specification.

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

C. Backfill and Compaction within City Right-of-Way:

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

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

2.08 EROSION CONTROL

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

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

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

Straw mulch is required and a 21-7-14 fertilizer at 3 pounds per 1,000 SF to be used after the seed has been applied.

For any sites over one acre of disturbance:

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

2.09 SAFETY AND FENCING

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

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

2.10 AUTHORIZED WORKERS

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

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

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

2.12 RESERVED

2.13 EQUIPMENT

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

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

3. Contractor shall submit copies of the landfill tickets generated during the project to the City's Representative, which identify the disposal site, the Black Hawk County Landfill, for all RACM material. Such copies of tickets shall be required to process invoices from the Contractor.

2.14 ARCHAEOLOGY

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

2.15 PRICING

This is a unit price, lump sum contract; all bids, bid components and bid tabulations are on a "not to exceed" basis. Change orders, additions, deletions and any other changes in the scope of work, will take the form of written amendments mutually agreed to by Contractor and City.

2.16 PROPERTY DAMAGE

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

Exhibit "C"

CONTRACT # RD-2021-03-01P
CONTRACT FOR DEMOLITION AND SITE CLEARANCE SERVICES

[with Regulated Asbestos Containing Materials (RACM)] **220 Hopkins Court**

This Contract for Demolition and Site Clearance Services (with RACM) (the "Contract") is entered into as of March 15, 2021 by and between the City of Waterloo, Iowa ("City") and _____. ("Contractor").

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

1. Services. For a period of 2 months after the date of this Contract, subject to extension upon the mutual written agreement of the parties, the Contractor agrees to furnish all supervision, technical personnel, labor, materials, tools, machinery, services, and perform and substantially complete all work within the time period stated in the specifications after receipt of Notice to Proceed with respect to a given property or set of properties. Work to be performed includes all work described in the Contract Documents (defined below).

Contractor shall provide the above services at the cost set forth in Contractor's RFB response. Contractor will be paid a lump sum for which services are performed and accepted. Contractor's request for payment for services authorized under this Contract shall be submitted at the completion of project and will be paid within thirty (30) days after receipt of an original invoice and after such services are delivered and accepted. Contractor will be paid for all items satisfactorily completed. Such payment will be full compensation for all work performed, for all permits, licenses, inspections, for complying with all laws, rules, regulations and ordinances, including safety, and for furnishing all materials, equipment and labor to complete the work, in accordance with the specifications.

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

a. Request for Bid
b. Response (Bid) from Contractor
d. Specifications for Demolition and Site Clearance
e. Building Demolition Insurance and Bond Requirements

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

2.1 Contract Limits. Total actual expenses allowed by the project Contract, including any renewal extensions of the Contract, shall not exceed _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

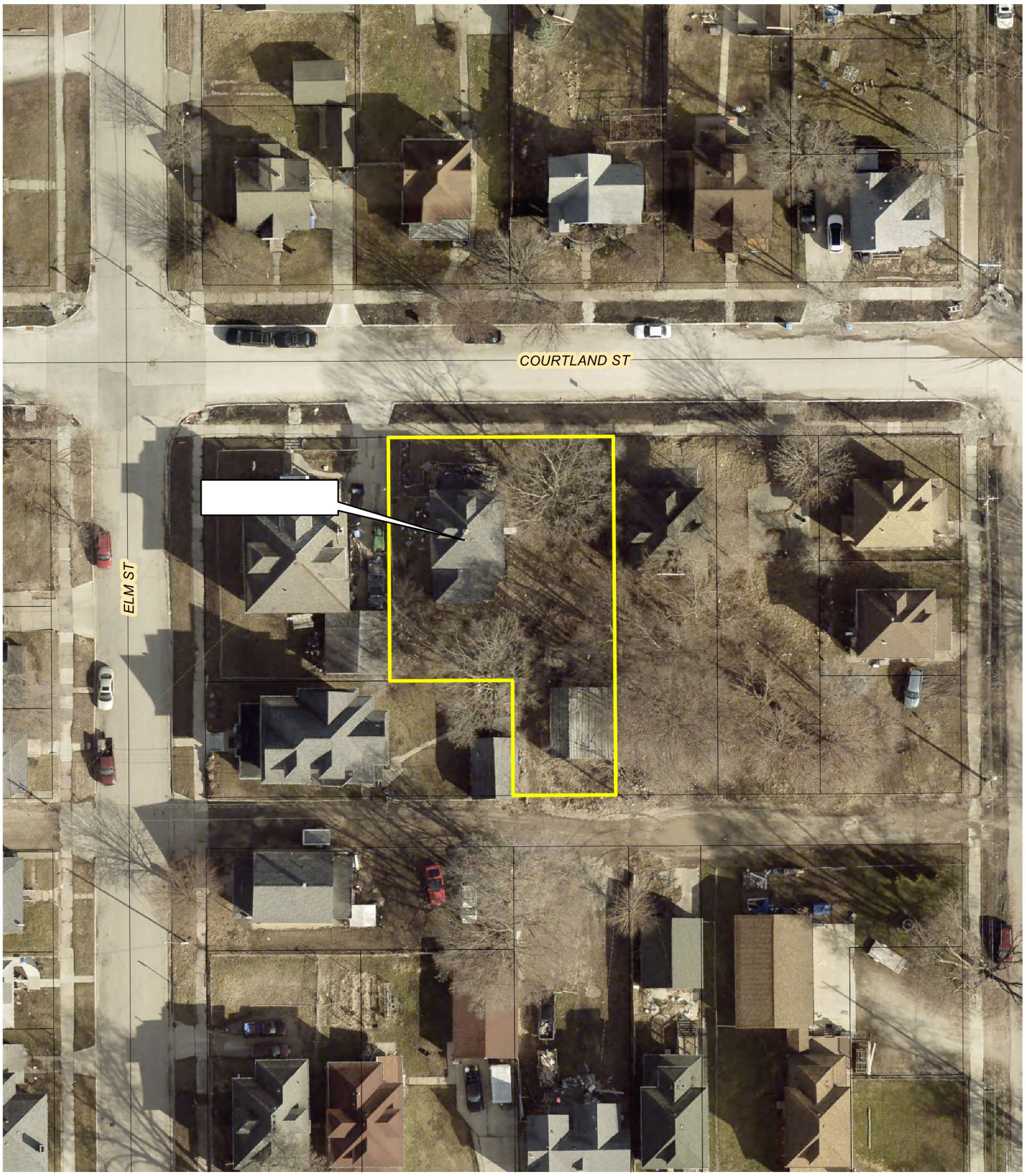
IN WITNESS WHEREOF, the parties have executed this Contract for Demolition and Site Clearance Services as of the date first set forth above.

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

_____
Company Name

Attest: _____
Kelly Felchle, City Clerk



City of Waterloo, Iowa

N
W E
S

Beacon™ Black Hawk County, IA

Summary

Parcel ID	891325208002
Alternate ID	
Property Address	408 COURTLAND ST WATERLOO IA 50703
Sec/Twp/Rng	N/A
Brief	LANE AND FOWLERS ADDITION W 40 FT LOT 2 BLK 6 E 48 FT N 95 FT LOT 3
Tax Description	BLK 6 (Note: Not to be used on legal documents)
Deed Book/Page	202200003566 (8/16/2021)
Contract Book/Page	
Gross Acres	0.00
Net Acres	0.00
Adjusted CSR Pts	0
Class	R - Residential (Note: This is for assessment purposes only. Not to be used for zoning.)
District	940001 - WATERLOO CITY/WATERLOO SCH
School District	WATERLOO COMMUNITY SCHOOLS



Owner information

Deed
CITY OF WATERLOO
715 MULBERRY ST
WATERLOO IA 50703

Land

Lot Dimensions Regular Lot: x

Front Footage	Front	Rear	Side 1	Side 2
Main Lot	40.00	40.00	140.00	140.00
Sub Lot 2	48.00	48.00	95.00	95.00
Sub Lot 3	0.00	0.00	0.00	0.00
Sub Lot 4	0.00	0.00	0.00	0.00

Lot Area 0.23 Acres; 10,160 SF
(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residental Dwellings

Residential Dwelling	
Occupancy	Single-Family / Owner Occupied
Style	2 Story Frame
Architectural Style	N/A
Year Built	1906
Exterior Material	Asph Roll
Total Gross Living Area	1,472 SF
Attic Type	Floor & Stairs;
Number of Rooms	7 above; 0 below
Number of Bedrooms	4 above; 0 below
Basement Area Type	Full
Basement Area	848
Basement Finished Area	
Plumbing	2 Standard Bath - 3 Fi;
Central Air	No
Heat	Yes
Fireplaces	
Porches	1S Frame Open (144 SF); 1S Frame Enclosed (84 SF);
Decks	
Additions	1 Story Frame (224 SF) (224 Bsmt SF);
Garages	496 SF - Det Frame (Built 1920);

Permits

Permit #	Date	Description	Amount
FC	11/08/2019	Misc	0
WA 04881	07/14/2010	Deck/Patio	0
WA 05323	12/31/2009	Roof	465
WA 08030	11/06/2009	Porch	1,000

Valuation

		2021	2020	2019	2018	2017
	Classification	Residential	Residential	Residential	Residential	Residential
+	Assessed Land Value	$9,350	$6,100	$6,100	$6,100	$6,100
+	Assessed Building Value	$0	$0	$0	$0	$0
+	Assessed Dwelling Value	$5,030	$5,030	$30,300	$30,300	$30,300
=	Gross Assessed Value	**$14,380**	**$11,130**	**$36,400**	**$36,400**	**$36,400**
-	Exempt Value	$0	$0	$0	$0	$0
=	Net Assessed Value	**$14,380**	**$11,130**	**$36,400**	**$36,400**	**$36,400**

Taxation

		2020 Pay 2021-2022	2019 Pay 2020-2021	2018 Pay 2019-2020	2017 Pay 2018-2019
+	Taxable Land Value	$3,441	$3,360	$3,472	$3,393
+	Taxable Building Value	$0	$0	$0	$0
+	Taxable Dwelling Value	$2,837	$16,688	$17,246	$16,853
=	Gross Taxable Value	**$6,278**	**$20,048**	**$20,718**	**$20,246**
-	Military Credit	$0	$0	$0	$0
=	Net Taxable Value	**$6,278**	**$20,048**	**$20,718**	**$20,246**
x	Levy Rate (per $1000 of value)	40.15223	40.46092	39.49347	40.08430
=	Gross Taxes Due	**$252.08**	**$811.16**	**$818.23**	**$811.00**
-	Ag Land Credit	$0.00	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00	($818.00)	$0.00
-	Business Property Credit	$0.00	$0.00	$0.00	$0.00
=	Net Taxes Due	**$252.08**	**$811.16**	**$0.23**	**$811.00**

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2020	March 2022 September 2021	$126 $126	Yes Yes		335183
2019	March 2021 September 2020	$406 $406	Yes Yes		263422
2018	March 2020 September 2019	$0 $0	No No		049175
2017	March 2019 September 2018	$406 $406	Yes Yes		049175
2016	March 2018 September 2017	$0 $4	No Yes	6/18/2018	049175
2016	March 2018 September 2017	$320 $320	Yes Yes	6/18/2018 6/18/2018	049175
2016	March 2018 September 2017	$14 $43	Yes Yes	6/18/2018 6/18/2018	049175

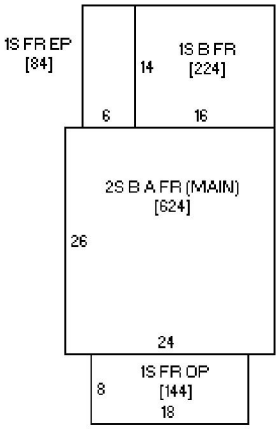
Pay Property Taxes

Click here to pay property taxes for this parcel.

Photos



Sketches



Sketch by www.camavision.com

Show Deed/Contract

Show Deed/Contract

Map



Polling Location

View Polling Location







RACM Demolition Services
Contract No. RD-2022-02-01P

February 10, 2022

Estimate: $30,000

Bidder	Bid Security	Bid Amount
DW Zinser Co. Walford, IA	5%	$69,400.00
Lansing Bros. Construction Co., Inc. Luxemburg, IA	5%	$37,600.00
Schrader Excavating & Grading Co. Walford, IA	5%	$87,315.00

CITY OF WATERLOO

Council Communication

Asbestos Abatement Services Contract No. AB-2022-02-04P, for properties located at 300 Allen Street, 307 Sumner Street, and 615 Glenwood Street.

City Council Meeting: 2/21/2022
Prepared: 2/9/2022

ATTACHMENTS:

	Description	Type
	RFB Asbestos Abatement Services Contract AB-2022-02-04P	Backup Material
	Exhibit B Asbestos Survey Reports	Backup Material
	Exhibit C Draft Contract	Backup Material
	Bid Tabulation	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING - No comments on file. 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. Resolution awarding bid to All Star Environmental of Dubuque, Iowa, in the amount of $3,715.00, in conjunction with Asbestos Abatement Services, Contract No. AB-2022-02-04P, for properties located at 300 Allen Street, 307 Sumner Street, and 615 Glenwood Street, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	The above mentioned properties were primarily acquired through Iowa Code 657A, and are being abated of asbestos in preparation of demolition, except for 300 Allen Street which is planned to be rehabbed. The request for bid initially included a fourth property, 335 Sumner Street, which was removed by addendum to the bid because of a discrepancy with the asbestos survey report on the property.
Data/Analysis and Strategies:	Nuisance Abatement and Economic Development, policy 1, 3 and 4.
Expenditure Required/Source of Funds:	Estimate $15,000/Nuisance Abatement bonds

CITY OF WATERLOO, IOWA

Request for Bid

ASBESTOS ABATEMENT SERVICES

February 2022

RFB Asbestos Abatement Services Contract AB-2022-02-04P
300 Allen Street, 307 Sumner Street, 335 Sumner Street, and 615 Glenwood Street

City of Waterloo, Iowa

Prepared by the City of Waterloo Planning and Zoning Department

SECTION I
NOTICE OF REQUEST FOR BID

1.0 Receipt and Opening of Bid
The City of Waterloo is seeking sealed bids for asbestos abatement services **Contract AB-2022-02-04P – 300 Allen Street, 307 Sumner Street, 335 Sumner Street, and 615 Glenwood Street.**

All bids must be received in a sealed envelope in the City Clerk's Office, Waterloo City Hall, 715 Mulberry Street, Waterloo, IA 50703 (date and time stamped) by Thursday February 10, 2021 at 1:00 p.m. (our clock), Central Time, in order to be considered. City Hall is located at 715 Mulberry Street, Waterloo, Iowa. Bids sent electronically or via facsimile will not be accepted. The mailing container should be marked as noted below, and include the name of the company submitting the bid.

1.1 RFB Timeline

Name of the Bid:	Asbestos Abatement Services Contract AB-2022-02-04P
Notice of RFB Date:	January 27, 2022
Mandatory Walk Thru Date:	**There will not be a mandatory walk thru**
Deadline for Bid Submittal:	**Thursday February 10, 2022 at 1:00 p.m., Central Time**
Submit Sealed Bid to:	Address exactly as stated: SEALED RFB FOR ASBESTOS ABATEMENT SERVICES CONTRACT AB-2022-02-04P City of Waterloo City Clerk's Office 715 Mulberry Street Waterloo, IA 50703
Method of Submittal:	Mail or Overnight Delivery, In Person (**No** Electronic or Fax Submittals)
Contact Person, Title: **E-mail Address**:	Aric Schroeder, City Planner/Project Manager (City's Representative) aric.schroeder@waterloo-ia.org
Phone:	Phone: 319-291-4366

1.2 The City reserves the right to accept or reject any or all proposals and to waive any informalities or irregularities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Bidder. The City reserves the right to defer acceptance of any bid for a period not to exceed sixty (60) calendar days from the date of the deadline for receiving bids.

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

1.4 **Bids will be opened on Thursday February 10, 2022, at 1:00 pm (our clock) Central Time in the second floor Council Chambers and will be streamed live on the City of Waterloo's YouTube Channel.** The main purpose of this opening is to reveal the name(s) of the Bidder(s), not to serve as a forum for determining the award. **The awarding of the contract is anticipated to be at the City Council meeting on Monday February 21, 2022 at 5:30 p.m.** Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be sent to all companies who submitted a proposal. Proposal results will not be given over the telephone. Proposals may be withdrawn anytime prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

SECTION II
INSTRUCTIONS TO BIDDERS

2.0 The Bid shall include the attached Exhibit "A" signature page, properly completed. A company representative who is authorized to bind the company will sign on behalf of the company to indicate to the City that you have read all provisions of the RFB and agree to all terms and conditions, except as provided in paragraph 2.4 below. The City of Waterloo reserves the right to reject any or all bids, and to accept in whole or in part, the bid, which, in the judgment of the proposal evaluators, is the most responsive and responsible bid.

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

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

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

2.4 Important Exceptions to Contract Documents - The Bidder shall clearly state in the submitted bid any exceptions to, or deviations from, the minimum bid requirements, and any exceptions to the terms and conditions of this RFB. Such exceptions or deviations will be considered in evaluating the bids. Any exceptions should be noted on the Signature Page. Companies are cautioned that exceptions taken to this RFB may cause their bid to be rejected. No additional exceptions shall be allowed after submittal of a bid.

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

SECTION III
SPECIAL TERMS AND CONDITIONS

3.0 Term of Contract

3.0.1 The initial term of the Contract shall be for approximately two (2) months beginning February 21, 2022, to April 30, 2022.

3.0.2 The City and the Contractor may renew the original Contract for one (1) week time periods by mutual agreement. Two (2) week's notice must be given to renew the Contract for additional increments.

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

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

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

3.1 Agreement Forms

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

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

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

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

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

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

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

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

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

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

3.2 Terms of Payment

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

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

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

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

SECTION IV
SERVICE REQUIREMENTS

4.0 Background

The City of Waterloo, Iowa, is seeking proposals for asbestos abatement services for: **300 Allen Street, 307 Sumner Street, 335 Sumner Street, and 615 Glenwood Street**.

4.1 Scope of Work

The City of Waterloo is seeking a qualified asbestos abatement contractor to remove asbestos containing material (ACM). Bidder shall be responsible to familiarize itself with the specifications included in this RFB and to make a personal examination of the job site(s) and the physical conditions that may affect its bidding and performance under the Contract.

The services to be performed under this Contract shall consist of the following:

4.1.1 All services must be performed in accordance with all applicable codes and ordinances of the City of Waterloo, Iowa, accepted professional standards and best practices, as well as all applicable Federal and State regulations, including but not limited to

asbestos Statutes and Rules (published by the Iowa Division of Labor), 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP), as well as applicable State regulations of the Iowa Department of Natural Resources. The Contractor shall hold and maintain an asbestos permit issued by the Iowa Division of Labor, and all personnel who perform work on the Project shall hold and maintain an Iowa asbestos license issued by the Iowa Division of Labor.

4.1.2 Remove ACM as identified in the asbestos surveys included as Exhibit "B".

4.1.3 Document amounts of ACM removed from each structure.

4.1.4 Document ACM disposal at the Black Hawk County landfill through the use of landfill tickets and provide copies to the project manager.

4.1.5 At the request of the City given with reasonable advance notice, attend meetings of the City relative to the work set forth in this Agreement.

4.1.6 Provide other services as requested by the City as may be necessary to implement the asbestos abatement project.

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

4.3 Due to project requirements, the contractor that conducted asbestos surveys is not eligible to perform asbestos abatement on the same properties, and therefore is not eligible to bid on this RFB.

4.4 The Contractor shall complete the Project in an expeditious manner and shall commence work within ten (10) days after being notified by the City with a Notice to Proceed on any given property or properties. All work shall be completed and necessary reports and documentation provided within **the Contract Term** (anticipated to be April 30). If Contractor is prevented from timely completing the work because of circumstances beyond the Contractor's reasonable control as determined by the City, the time for completion of the work will be tolled for a period of time equivalent to the stoppage resulting from such circumstances. The Contractor does hereby expressly acknowledge and agree that **time is of the essence** of this Contract, and, thus, failure by the Contractor to timely render and perform services hereunder shall constitute a material breach of the Contract.

SECTION V
GENERAL TERMS AND CONDITIONS

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

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

3. **SPECIFICATION DEVIATIONS BY THE PROPOSER/ OFFEROR** - Any deviation from this specification MUST be noted in detail, and submitted in writing in the Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are

desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

SIGNATURE PAGE

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

300 Allen Street, 307 Sumner Street, 335 Sumner Street, and 615 Glenwood Street.

Total "lump sum" bid: $_____

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

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print) _____

Authorized Representative Signature _____

Date: _____ Email: _____

Phone: _____ Fax: _____

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

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

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

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

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

Addenda Number _____ Date _____ Addenda Number _____ Date _____

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

Our "not to exceed" bid price for each property is:

300 Allen Street	**$**
307 Sumner Street	**$**
335 Sumner Street	**$**
615 Glenwood Street	**$**
Total	**$**

HAWKEYE ENVIRONMENTAL

ASBESTOS INSPECTION REPORT

300 Allen Street
Waterloo, IA



Project Report Dated: January 4, 2022

City of Waterloo

HAWKEYE ENVIRONMENTAL

I. CONTENTS

A. ASBESTOS INSPECTION REPORT

1. LOCATION
2. CONTACT PERSONS
3. DATE OF INSPECTION
4. FIRM PERFORMING THE INSPECTION
5. BULK SAMPLE LABORATORY
6. LABORATORY ACCREDITATION

B. SCOPE OF WORK / INSPECTION NOTES

C. SUMMARY OF ASBESTOS MATERIALS

D. BULK SAMPLE ANALYSIS / CHAIN OF CUSTODY

City of Waterloo

HAWKEYE ENVIRONMENTAL

A. ASBESTOS INSPECTION REPORT DATA

1. LOCATION

300 Allen Street
Waterloo, Iowa

2. CLIENT CONTACT

Aric Schroeder
City Planner
City of Waterloo, Iowa

3. DATE(s) OF INSPECTION

December 21, 2021

4. FIRM PERFORMING INSPECTION

Hawkeye Environmental
814 Wood Lily Road
Solon, IA 52333

5. LABORATORY USED FOR BULK SAMPLE ANALYSIS

Eurofins CEI
730 SE Maynard Road
Cary, North Carolina, 27511

6. LABORATORY ACCREDITATION

NVLAP (Nation Voluntary Laboratory Accreditation Program)
Lab Code: 103025

City of Waterloo

B. SCOPE OF WORK

Methods and Procedures:

The property located 300 Allen Street, Waterloo, Iowa was inspected prior to scheduled demolition activities which may disturb asbestos containing building materials in accordance with NESHAPS (National Emission Standards for Hazardous Air Pollutants) regulations.
Field sampling methods were based on (NESHAPS) National Emission Standards for Hazardous Air Pollutants) protocols. Representative samples of suspect building materials were taken from Homogeneous Areas (HA-defined as similar in age, appearance and function). The purpose of this inspection was to identify quantities and locations of asbestos containing building materials prior to demolition of the structures. Bulk samples of suspect asbestos containing materials (ACM) were analyzed by Polarized Light Microscopy (PLM) with dispersion staining, as described in 40 CFR Part 763 and NESHAPs. Each sample was analyzed for the six different types of fibrous asbestos forms, of which a percentage, by volume, is estimated and summarized. If further analysis and quantification is warranted, this analysis is performed by EPA 600/R-93/116 with 400 or 600 Point Count Procedure. Further analysis of samples may also be performed at the client's request using Transmission Electron Microscopy (TEM).
Sample analysis was performed by Eurofins CEI. Eurofins is accredited by the National Institute for Standards and Technology for Polarized Light Microscopy analysis under their NVLAP (National Voluntary Lab Accreditation Program).
Asbestos Containing Building Materials (ACBM)s and their control during renovation or demolition activities is regulated in Iowa by the Iowa Department of Natural Resources. Specific questions about testing or abatement activities may be directed to Mr. Tom Wuehr, Iowa DNR - Air Quality Division. Tom.Wuehr@DNR.Iowa.gov 515-494-8212
Additional forms, guidance and technical information regarding asbestos can be found on the DNR website at:
http://www.iowadnr.gov/air/prof/asbestos/asbestos.html

City of Waterloo

INSPECTION NOTES

In accordance with your request and authorization Hawkeye Environmental, LLC has performed and asbestos survey for the project referenced above. It is our understanding that the subject property will be demolished. Demolition has the potential to disturb all building materials. It is the intent of this survey to determine if any of the materials with potential for disturbance are asbestos containing.

The structure is a residential property which is vacant. The property is in poor condition for its age and state of use.

Roof or roofing systems were sampled and included in this report.

A representative number of samples were collected from all suspect asbestos building materials.

City of Waterloo

C. SUMMARY OF ASBESTOS BUILDING MATERIALS

300 Allen Street

Surfacing Materials

Material	Description	Location	Quantity
None			

Thermal Systems Insulation

Material	Description	Location	Quantity
Duct Paper	Gray	Basement & Boots	8 boots 60 LF

Miscellaneous Materials

Material	Description	Location	Quantity
Linoleum (with mastic)	Yellow(Tan)	Kitchen	150 SF
Window Glazing	Gray	original windows	20 windows

Quantities supplied are estimates. Contractors must field verify all material quantities, locations and conditions.

City of Waterloo

HAWKEYE ENVIRONMENTAL

BULK SAMPLE ANALYSIS

300 Allen Street
Waterloo, Iowa

City of Waterloo

December 29, 2021

Hawkeye Environmental
814 Wood Lily Road
Solon, IA 52333

CLIENT PROJECT: City of Waterloo, 300 Allen, Waterloo
CEI LAB CODE: B2114076

Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on December 28, 2021. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,

Tianbao Bai, Ph.D., CIH
Laboratory Director

NVLAP TESTING
NVLAP LAB CODE 101768-0

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ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

Hawkeye Environmental

CLIENT PROJECT: City of Waterloo, 300 Allen, Waterloo

LAB CODE: B2114076

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 12/29/21

TOTAL SAMPLES ANALYZED: 24

SAMPLES >1% ASBESTOS: 4

730 SE Maynard Road • Cary, NC 27511 • 919.481.1413

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Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: City of Waterloo, 300 Allen, Waterloo **LAB CODE: B2114076**

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
001		B225739	White,Black	Shingle	None Detected
002		B225740	Red,Black	Shingle	None Detected
003		B225741	Black	Felt Paper	None Detected
004		B225742	Beige,Black	Shingle	None Detected
005		B225743	Black	Shingle	None Detected
006		B225744	Black	Felt Paper	None Detected
007		B225745	Green,Black	Asphalt Siding	None Detected
008		B225746	Black	Vapor Barrier	None Detected
009		B225747	Brown,Red	Vapor Barrier	None Detected
010		B225748	Gray	Window Glazing	None Detected
011		B225749	Brown,Gray	Window Glazing	Chrysotile 3%
012		B225750	Brown,Gray	Duct Paper	Chrysotile 65%
013		B225751A	Tan,Beige	Linoleum	None Detected
		B225751B	Black	Mastic	None Detected
014		B225752A	Yellow,Tan	Linoleum	Chrysotile 20%
		B225752B	Tan	Mastic	Chrysotile 3%
015		B225753	Brown	Floor Tile	None Detected
016		B225754A	White	Floor Tile	None Detected
		B225754B	Yellow	Mastic	None Detected
017		B225755	Gray,Gold	Plaster Base Coat	None Detected
018		B225756	White	Plaster Skim Coat	None Detected
019		B225757	Gray,Gold	Plaster Base Coat	None Detected
020		B225758	White	Plaster Skim Coat	None Detected
021		B225759	Gray,Gold	Plaster Base Coat	None Detected
022		B225760	White	Plaster Skim Coat	None Detected
023		B225761	Gray	Insulation	None Detected
024		B225762	Black	Flash Tar	None Detected

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ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Hawkeye Environmental
814 Wood Lily Road
Solon, IA 52333

Lab Code: B2114076
Date Received: 12-28-21
Date Analyzed: 12-28-21
Date Reported: 12-29-21

Project: City of Waterloo, 300 Allen, Waterloo

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
001 B225739	Shingle	Heterogeneous White,Black Fibrous Bound	30% 20%	Cellulose Synthetic Fiber	40% 10%	Tar Gravel	None Detected
002 B225740	Shingle	Heterogeneous Red,Black Fibrous Bound	50%	Cellulose	40% 10%	Tar Gravel	None Detected
003 B225741	Felt Paper	Heterogeneous Black Fibrous Bound	70%	Cellulose	30%	Tar	None Detected
004 B225742	Shingle	Heterogeneous Beige,Black Fibrous Bound	50%	Cellulose	40% 10%	Tar Gravel	None Detected
005 B225743	Shingle	Heterogeneous Black Fibrous Bound	50%	Cellulose	40% 10%	Tar Gravel	None Detected
006 B225744	Felt Paper	Heterogeneous Black Fibrous Bound	70%	Cellulose	30%	Tar	None Detected
007 B225745	Asphalt Siding	Heterogeneous Green,Black Fibrous Bound	50%	Cellulose	40% 10%	Tar Gravel	None Detected

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ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Hawkeye Environmental
814 Wood Lily Road
Solon, IA 52333

Lab Code: B2114076
Date Received: 12-28-21
Date Analyzed: 12-28-21
Date Reported: 12-29-21

Project: City of Waterloo, 300 Allen, Waterloo

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
008 B225746	Vapor Barrier	Heterogeneous Black Fibrous Bound	70%	Cellulose	30%	Tar	None Detected
009 B225747	Vapor Barrier	Heterogeneous Brown,Red Fibrous Bound	70% 10%	Cellulose Synthetic Fiber	20%	Binder	None Detected
010 B225748	Window Glazing	Heterogeneous Gray Non-fibrous Bound			80% 15% 5%	Binder Silicates Paint	None Detected
011 B225749	Window Glazing	Heterogeneous Brown,Gray Non-fibrous Bound			80% 12% 5%	Binder Silicates Paint	**3% Chrysotile**
012 B225750	Duct Paper	Heterogeneous Brown,Gray Non-fibrous Bound	15%	Cellulose	20%	Binder	**65% Chrysotile**
013 B225751A	Linoleum	Heterogeneous Tan,Beige Fibrous Bound	35% 10%	Cellulose Synthetic Fiber	50% 5%	Vinyl Binder	None Detected
B225751B	Mastic	Homogeneous Black Non-fibrous Bound	<1% <1%	Cellulose Synthetic Fiber	100%	Tar	None Detected

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ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Hawkeye Environmental
814 Wood Lily Road
Solon, IA 52333

Lab Code: B2114076
Date Received: 12-28-21
Date Analyzed: 12-28-21
Date Reported: 12-29-21

Project: City of Waterloo, 300 Allen, Waterloo

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID / Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
014 B225752A	Linoleum	Heterogeneous Yellow,Tan Fibrous Bound	15%	Cellulose	50% 15%	Vinyl Binder	**20% Chrysotile**
B225752B	Mastic	Homogeneous Tan Non-fibrous Bound	<1%	Cellulose	97%	Mastic	**3% Chrysotile**
Analyst opinion: Possible contamination from adjacent linoleum backing							
015 B225753	Floor Tile	Homogeneous Brown Non-fibrous Tightly Bound			100%	Vinyl	None Detected
Insufficient mastic present							
016 B225754A	Floor Tile	Homogeneous White Non-fibrous Tightly Bound			100%	Vinyl	None Detected
B225754B	Mastic	Homogeneous Yellow Non-fibrous Bound			100%	Mastic	None Detected
017 B225755	Plaster Base Coat	Heterogeneous Gray,Gold Fibrous Bound	<1%	Cellulose	80% 20%	Binder Vermiculite	None Detected
018 B225756	Plaster Skim Coat	Heterogeneous White Non-fibrous Bound			65% 30% 5%	Binder Calc Carb Paint	None Detected

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ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Hawkeye Environmental
814 Wood Lily Road
Solon, IA 52333

Lab Code: B2114076
Date Received: 12-28-21
Date Analyzed: 12-28-21
Date Reported: 12-29-21

Project: City of Waterloo, 300 Allen, Waterloo

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		 Non-Fibrous		ASBESTOS %
019 B225757	Plaster Base Coat	Heterogeneous Gray,Gold Fibrous Bound	<1%	Cellulose	80% 20%	Binder Vermiculite	None Detected
020 B225758	Plaster Skim Coat	Heterogeneous White Non-fibrous Bound			65% 30% 5%	Binder Calc Carb Paint	None Detected
021 B225759	Plaster Base Coat	Heterogeneous Gray,Gold Fibrous Bound	<1%	Cellulose	80% 20%	Binder Vermiculite	None Detected
022 B225760	Plaster Skim Coat	Heterogeneous White Non-fibrous Bound			65% 30% 5%	Binder Calc Carb Paint	None Detected
023 B225761	Insulation	Heterogeneous Gray Fibrous Loosely Bound	80% 20%	Fiberglass Mineral Wool			None Detected
024 B225762	Flash Tar	Heterogeneous Black Non-fibrous Bound	4%	Cellulose	96%	Tar	None Detected

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LEGEND: Non-Anth = Non-Asbestiform Anthophyllite
Non-Trem = Non-Asbestiform Tremolite
Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORTING LIMIT: <1% by visual estimation

REPORTING LIMIT FOR POINT COUNTS: 0.25% by 400 Points or 0.1% by 1,000 Points

REGULATORY LIMIT: >1% by weight

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. *Estimated measurement of uncertainty is available on request.*

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

Information provided by customer includes customer sample ID and sample description.

ANALYST: Nicholas Moore

APPROVED BY: Tianbao Bai, Ph.D., CIH
Laboratory Director

NVLAP TESTING
NVLAP LAB CODE 101768-0

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CHAIN OF CUSTODY

730 SE Maynard Road, Cary, NC 27511
Tel: 866-481-1412; Fax: 919-481-1442

LAB USE ONLY:	
CEI Lab Code:	B2114076
CEI Lab I.D. Range:	B225739 - B225762

(24)

COMPANY INFORMATION	PROJECT INFORMATION
CEI CLIENT #:	Job Contact:
Company: Hawkeye Environmental	Email / Tel:
Address: 814 wood lily road, Solon, IA 52333	Project Name: City of Waterloo
	Project ID#: 300 Allen, Waterloo
Email: Cody@HawkeyeEnv.com	PO #:
Tel: 319-930-8044 Fax:	STATE SAMPLES COLLECTED IN: Iowa

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	1 DAY	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600	☐	☐	☒	☐	☐	☐
PLM POINT COUNT (400)	EPA 600	☐	☐	☐	☐	☐	☐
PLM POINT COUNT (1000)	EPA 600	☐	☐	☐	☐	☐	☐
PLM GRAV w POINT COUNT	EPA 600		☐	☐	☐	☐	☐
PLM BULK	CARB 435		☐	☐	☐	☐	☐
PCM AIR*	NIOSH 7400	☐	☐	☐	☐	☐	☐
TEM AIR	EPA AHERA	☐	☐	☐	☐	☐	☐
TEM AIR	NIOSH 7402	☐	☐	☐	☐	☐	☐
TEM AIR (PCME)	ISO 10312	☐	☐	☐	☐	☐	☐
TEM AIR	ASTM 6281-15	☐	☐	☐	☐	☐	☐
TEM BULK	CHATFIELD		☐	☐	☐	☐	☐
TEM DUST WIPE	ASTM D6480-05 (2010)	☐	☐	☐	☐	☐	☐
TEM DUST MICROVAC	ASTM D5755-09 (2014)	☐	☐	☐	☐	☐	☐
TEM SOIL	ASTM D7521-16			☐	☐	☐	☐
TEM VERMICULITE	CINCINNATI METHOD			☐	☐	☐	☐
TEM QUALITATIVE	IN-HOUSE METHOD		☐	☐	☐	☐	☐
OTHER:		☐	☐	☐	☐	☐	☐

*Blanks should be taken from the same sample lot as field samples.

REMARKS / SPECIAL INSTRUCTIONS:

BMB Accept Samples

☐ Reject Samples

Relinquished By:	Date/Time	Received By:	Date/Time
Cody Henneberry	12/21/21	BMB	12/28/21 10:10

Samples will be disposed of 30 days after analysis

Page 1 of 2

Version: CCOC.01.18.1/2.LD

B2114076

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SAMPLING FORM

COMPANY CONTACT INFORMATION	
Company: Hawkeye Environmental	Job Contact:
Project Name:	
Project ID #:	Tel:

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	TEST	
001	shingle (garage)		PLM ☐	TEM ☐
002	shingle		PLM ☐	TEM ☐
003	tar paper		PLM ☐	TEM ☐
004	shingle (house)		PLM ☐	TEM ☐
005	shingle		PLM ☐	TEM ☐
006	tar paper		PLM ☐	TEM ☐
007	asphalt siding		PLM ☐	TEM ☐
008	vapor barrier		PLM ☐	TEM ☐
009	" " under siding		PLM ☐	TEM ☐
010	window glazing (1st fl)		PLM ☐	TEM ☐
011	" " (2nd fl)		PLM ☐	TEM ☐
012	duct paper		PLM ☐	TEM ☐
013	linoleum (2nd bath)		PLM ☐	TEM ☐
014	" (Kitchen)		PLM ☐	TEM ☐
015	12" tile (living room)		PLM ☐	TEM ☐
016	floor tile (kitchen stairs)		PLM ☐	TEM ☐
017	plaster		PLM ☐	TEM ☐
018	skim		PLM ☐	TEM ☐
019	plaster		PLM ☐	TEM ☐
020	skim		PLM ☐	TEM ☐
021	plaster		PLM ☐	TEM ☐
022	skim		PLM ☐	TEM ☐
023	blown insulation		PLM ☐	TEM ☐
024	flash tar (porch)		PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐

Asbestos Inspection

for

Aric Schroeder
City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

Location Where Inspection was done:

For:

#AS-2021-10-4P

615 Glenwood St, 307 Sumner St, and 335 Sumner St

Project # 21-104I

October 2021

Asbestos Inspections, Testing, & Training, Inc.
123 East Grand Street
Monticello, IA 52310
Phone: 319 465-5555
Fax: 319 465-3104
Email: asbestos121@gmail.com

Asbestos Inspections, Testing & Training, Inc.
121 East Grand Street
Monticello, IA 52310
Phone: 319 465-5555 Office
Email: asbestos121@gmail.com

Section II

Executive Summary

(Estimate to Remove)
(Inspector Notes for this Site)

Executive Summary

For:

Aric Schroeder
City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

For:

#AS-2021-10-4P (4 Properties)
Waterloo, IA 50703

Asbestos Survey and Cost Analysis

An inspection prior to demolition was requested to satisfy the federal NESHAP (National Emission Standard for Hazardous Air Pollutants) 40 CFR Part 61, Sub part M. A thorough inspection was performed according to minimum A.H.E.R.A., protocol. The following asbestos containing materials were identified at the following location. Please note that asbestos-containing materials that may become regulated (RACM) must be removed, prior to demolition/renovation activities that may disturb those materials. **All measurements are approximate. Verify.**

Area	Location	Material	Quantity	Category	Condition	Cost to Remove
307 Sumner Street	Basement/walls	Duct Tape	100 sq. on ducts	Friable	2	$1,500
	Basement/ NE Corner	Linoleum	8 x 10	CAT I NF	2	$ 300
						$1,800
615 Glenwood Street	Basement	Duct Tape	Approx: 1 sq.	Friable	2	$400
335 Sumner Street	Exterior	Black Caulk	All siding-1st layer	CAT I NF	2	$4,000 [1]
	Basement	Duct Ta[pe-Blk	Approx. 10 LF	CAT I NF	2	$ 200
	Dining Room	Floor tile	140 sq. ft.	CAT I NF	2	$ 600 [2]
	Dining Room	Mastic-Black	Under floor tile	CAT I NF	3	$400 [2]
	Dining Room	Duct Pater	100 sq. in wall	Friable	2	$1,000 [2]
						$6,200

Estimated Total $8,400

[1] **Requires removing 2 layers of siding from 2-story, 25 square house.**
[2] **Requires removing beds and "stuff" to get at. Basement has "stuff" to move to get at pipe wrap.**

Narrative of Inspection

An inspection of the above facility was performed on October 9, and 19, 2021 The inspection was performed at the request of Aric Schroeder who directed the inspector as to what was to be inspected. The inspection was a:

■ Full inspection is to satisfy a "demolition" activity under NESHAP and IAC.

☐ Partial Inspection is to satisfy NESHAP's requirement for "renovation only" or for "partial demolition", not for a full building inspection.

Notice: This estimate and scope of work does not include air monitoring (before, during and after the project- 3rd party)

(General Notes & Recommendations)

1) Destructive sampling techniques were not used to gain access above ceilings, below floors, or into walls. A representative number of samples were collected from suspect asbestos containing building materials.
2) Materials similar in appearance, color or texture to those determined to contain asbestos must be assumed to contain asbestos throughout this building whether listed by room or location or not listed but later found.
3) Be advised that the EPA recommends that point count analysis must be performed on floor tile that is determined to be non-asbestos by standard Polarized Light Microscopy (they may also accept the Chatfield method of analysis) (Due to false negatives).
4) Always give IDNR at least 10 working days Notice prior to demolition activities and have Demo Contractor give the Notice for demolition activities (not the owner).
5) Do not start the day before or the day after date of demolition (most common violation).
6) Hidden , obscure, or found materials, must be treated as asbestos unless listed in the bulk sample inventory herein. Call if you are not sure about any material.
7) Interpretation of NESHAP has expanded over the years. We will be happy to resample "new" suspect materials at our regular rate shall the issue arise.
8) Remove all ACM that may become RACM prior to demolition/renovation. The above materials usually qualify as RACM.
9) Point Counting (a method of analysis) which costs additional, may be used to eliminate ACM that is 10% or less. There appears to be no pattern on what point counts out; it is however, by law, the final answer to the question **is the material asbestos?** Point Counting is required for all results ≤1% to exclude them. Or you may assume that the material is asbestos and remove it. That is the owner's call. If you have any questions about retesting and Point Counting ask the inspector for more information. Yes, it is complicated!
10) Removal of PCB's in ballasts and mercury in fluorescent lite tubes is required by the RCRA federal laws which apply to public, commercial demolition
11) single family to 4-plexes but greater). Region VII EPA may be contacted for further information at: 915 551-7602, Mr. Larry Hacker, Administrator.

INSPECTOR'S NOTES:

1. See Executive Summary for notes.
2. Working class homes with lots of "stuff" to work around.



307 Sumner Street Waterloo, IA



335 Sumner Street Waterloo, IA



615 Glenwood Street Waterloo, IA

Date: October 9, 2021

Project #: 21-104I (2 of 4 Properties) +

Inspector: Stephen J. Intlekofer

License #: 21-6549 Exp: 6-18-22

ASBESTOS INSPECTIONS, TESTING & TRAINING, INC.
ASBESTOS BULK SAMPLE INVENTORY
121 East Grand Street
Monticello, IA 52310
319 465-7055

Site Inspected (Home Owner)

Contact/Phone
SFR-Regulated
Building Name
615 Glenwood Street
Address
Waterloo, IA 50703
City, State, Zip

Invoice to:

Name
City of Waterloo
Address
715 Mulberry St.
City, State
Waterloo, IA 50703
Phone: Fax

Chain of Custody Record ■ QAS ☐ Quantem ☐ CEI ☐ EMC (AZ)
Analysis Requested: PLM, TEM, Lead Paint (circle one)
Turn Around Time: same day ☐ 24 hrs. ☐ 3 days ■ 5 days ☐
Mailed on: 10-10-21 Carrier: USPS By: Sue
Received: 10-18-21 By: Dave Toney, QAS
Date Analyzed: 10-21-21

Field Samples ■ Mailed in Samples ☐ Hand Delivered ☐
Measurements are approximate-Verify Fax results to: (319) 465-3104

Sample #	Room or Area	Material	Description	NF* or F	Homo or Het	Cond	Location	Homo Unit No.	% ACM
1009 -21-01	Exterior	Siding	Green asphalt roof	NF	HOMO	2	Side of house-green	M1	NAD
1009 -21-02	Exterior	Siding	Brown asphalt	NF	HOMO	2	Under green siding	M2	NAD
1009 -21-03	Exterior	Caulk	Blackjack?	NF	HOMO	2	Corners, edges	M3	NAD
1009 -21-04	Windows	Caulk	White, hard	NF	HOMO	2	Windows, doors	M4	NAD
1009 -21-05	Rear Ext.	Rolled roof	Green 36”	NF	HOMO	2	Over basement entry	M5	NAD
1009 -21-06	Roof	Shingle	White asphalt	NF	HOMO	2	Main roof	M6	NAD
1009 -21-07	Exterior	Mortar	Foundation mortar	NF	HOMO	2	Gray-bottom of siding	M7	NAD
1009 -21-08	Basement	Glaze	White, hard	NF	HOMO	2	Basement (all) windows	M8	NAD
1009 -21-09	**Basement**	**Tape**	**Duct tape**	**NF**	**HOMO**	**2**	**< 1 sq. ft.**	**T1**	**90% chrysotile**
1009 -21-10	Kitchen	Tile	12 x 12 siding	NF	Het	2	1st layer on floor	M9	NAD
1009 -21-11	Kitchen	Linoleum	Green tile Black mastic	NF	Het	2	Under 1st layer of tile	M10 M10 (a)	NAD NAD
1009 -21-12	Kitchen	CT	12” corn board	NF	Het	2	Ceiling of kitchen	M11	NAD
1009 -21-13	Kitchen	Paint	Peeling, white	NF	Het	2	From walls	M12	NAD
1009 -21-14	Living Room	Tile	12 x 12 cream	NF	Het	2	8 x 16 area	M13	NAD
1009 -21-15	Bedroom	Tile	Ceiling tile-wavy	NF	Het	2	Corn board on BR ceiling	M14	NAD
1009 -21-16	Bedroom	Tile	12” blue sticky	NF	Het	2	Floor of BR	M15	NAD
1009 -21-17									
1009 -21-18									
1009 -21-19									
1009 -21-20									
1009 -21-21									
1009 -21-22									
1009 -21-23									
1009 -21-24									

Notes: Poison Ivy at basement entrance door. Small none.

Condition: 1=Good 2=Damaged 3=Significantly Damaged *NAD= No Asbestos Detected **Bold Text means material contains Asbestos**

Date: October 9, 2021
Project #: 21-104I (3 of 4 Properties)
Inspector: Stephen J. Intlekofer
License #: 21-6549 Exp: 6-18-22

ASBESTOS INSPECTIONS, TESTING & TRAINING, INC.
ASBESTOS BULK SAMPLE INVENTORY
121 East Grand Street
Monticello, IA 52310
319 465-7055

Site Inspected (Home Owner)
Contact/Phone
SFR-Regulated
Building Name
307 Sumner Street
Address
Waterloo, IA 50703
City, State, Zip

Invoice to:
Name
City of Waterloo
Address
715 Mulberry St.
City, State
Waterloo, IA 50703
Phone: Fax

Chain of Custody Record ■ QAS ☐ Quantem ☐ CEI ☐ EMC (AZ)
Analysis Requested: PLM, TEM, Lead Paint (circle one)
Turn Around Time: same day ☐ 24 hrs. ☐ 3 days ■ 5 days ☐
Mailed on: 10-10-21 Carrier: USPS By: Sue
Received: 10-18-21 By: Dave Toney, QAS
Date Analyzed: 10-21-21

Field Samples ■ Mailed in Samples ☐ Hand Delivered ☐
Measurements are approximate-Verify Fax results to: (319) 465-3104

Sample #	Room or Area	Material	Description	NF* or F	Homo or Het	Cond	Location	Homo Unit No.	% ACM
1009 -21-01	Exterior	Paint	Peeling, tan	NF	Het	3	Side of house	M1	NAD
1009 -21-02	Exterior	Caulk	Old butyl	NF	Het	3	Side of window(s)	M2	NAD
1009 -21-03	NE Corner	Caulk	Clear, soft	NF	Het	3	Corner of	M3	NAD
1009 -21-04	Rear	Paper	Red resin	NF	Het	3	Under siding	M4	NAD
1009 -21-05	Rear	Paper	Black	NF	Het	3	Far rear	M5	NAD
1009 -21-06	Roof	Shingle	White asphalt	NF	Het	3	Part of roof-South	M6	NAD
1009 -21-07	Roof	Shingle	Brown asphalt	NF	Het	3	Newer Roof	M7	NAD
1009 -21-08	Living Room	CT	12 x 121 corn board	NF	Het	3	Ceiling of living room	M8	NAD
1009 -21-09	Windows	Glaze	Dark, hard	NF	Het	3	Basement windows	M9	NAD
1009 -21-10	2nd floor	Linoleum	Green, old	NF	Het	3	NW BR-2nd floor-2nd layer	M10	NAD
1009 -21-11	Entry	Linoleum	Black-top	NF	Het	3	Top of LR, pantry	M11	NAD
1009 -21-12	Kitchen	Linoleum	Pinkish	NF	Het	3	On kitchen floor	M12	NAD
1009 -21-13	Kitchen	CT	12 x 12 wavy	NF	Het	3	Also in DR on ceiling	M13	NAD
1009 -21-14	SW BR-1st floor	Plaster	Original sand plaster	NF	Het	3	Walls of SW BR-1st floor	SU1	NAD
1009 -21-15	SW BR-1st floor	Linoleum	Old, dark	NF	Het	3	Floor 8 x 12-1st layer	M14	NAD
1009 -21-16	SW BR-1st floor	Linoleum	Brown, old	NF	Het	3	Floor 8 x 12- 2nd layer	M18	NAD
1009 -21-17	Basement	Tile	12 x 12 stretchy	NF	Het	3	Top of basement stairs	M19	NAD
1009 -21-18	Basement	**Tape**	**2" duct tape**	**NF**	**Het**	**3**	**Lots of tape on ducts**	**T1**	**90% Chrysotile**
1009 -21-19	Basement	**Linoleum**	**Dark 8 x 10**	**NF**	**Het**	**3**	**In little room 8 x 10 to NE Basement**	**M20**	**25% Chrysotile**
1009 -21-20	Basement	Plaster	Mortar plaster	NF	Het	3	On basement walls	M21	NAD
1009 -21-21	Basement	Paste	White duct paste	NF	Het	3	On ducts-painted on	M22	NAD
1009 -21-22	Basement	Wrap	Pipe wrap	NF	Het	3	On S. wall- ¾" pipe cover	T2	NAD
1009 -21-23	2nd floor	Plaster	Original sand plaster	NF	Het	3	Top of stairs	SU1	NAD
1009 -21-24	2nd floor	Tile	12 x 12 sticky	NF	Het	3	Hall at top of stairs	M23	NAD

Notes: Duct tape goes up into walls- basement and walls to 2nd floor.

Condition: 1=Good 2=Damaged 3=Significantly Damaged *NAD= No Asbestos Detected **Bold Text means material contains Asbestos**

ASBESTOS BULK SAMPLE INVENTORY CONTINUED Page 2 of __2____

Site Inspected (Address):__307 Sumner St. City of Waterloo_____ Project #____21-104I_____

Sample #	Room or Area	Material	Description	NF* or F	Homo or Het	Cond	Location	Homo Unit No.	% ACM
1009 -21-25	2nd floor	Linoleum	Brown, old	NF	Het	3	Under 1st layer-hall	M24	NAD
1009 -21-26	NW BR-2nd	Linoleum	Indian look	NF	Het	3	Floor of NW BR-2nd floor	M25	NAD
1009 -21-27	NE BR-2nd	Linoleum	Light green	NF	Het	3	Floor of NE BR-2nd floor	M26	NAD
1009 -21-28	2nd floor	Plaster	Original Sand plaster	NF	Het	3	Hall wall	SU1	NAD
1009 -21-29	Bath	Paper	Wall paper-blue	NF	Het	3	On pipes in 2nd floor	M27	NAD
1009 -21-30	LR-Entry	Linoleum	1st layer	NF	Het	3	Floor of LR	M28	NAD
1009 -21-31	LR-Entry	Linoleum	2nd layer	NF	Het	3	1 of 3	M29	NAD
1009 -21-32	LR-Entry	Linoleum	3rd layer	NF	Het	3	1 of 3	M30	NAD
1009 -21-33	NW BR-2	Linoleum	3rd layer-2nd floor	NF	Het	3	NW BR-2nd floor-3rd layer	M31	NAD
1009 -21-34									
1009 -21-35									
1009 -21-36									
1009 -21-37									
1009 -21-38									
1009 -21-39									
1009 -21-40									
1009 -21-41									
1009 -21-42									
1009 -21-43									
1009 -21-44									
1009 -21-45									
1009 -21-46									
1009 -21-47									
1009 -21-48									
1009 -21-49									
1009 -21-50									

Notes:_____

Reminder List *NAD= No Asbestos Detected **Bold Text means material contains Asbestos**

☐ Peeling Paint ☐ Lead Paint ☐ Mortar ☐ Wallpaper ☐ Grout ☐ Ceramic Tile Mastic ☐ Core-Linoleum ☐ Core Block Walls-Demo (Insulation Inside)

☐ Check if no TSI is evident Condition: 1= Good 2=Damaged 3=Significantly Damaged **Estimates are approximate. Contractor to verify. Not for third party use.**

Date: October 9, 2021
Project #: 21-104I (1 of 4 Proeprties) Page 1
Inspector: Stephen J. Intlekofer
License #: 21-6549 Exp: 6-18-22

ASBESTOS INSPECTIONS, TESTING & TRAINING, INC.
ASBESTOS BULK SAMPLE INVENTORY
121 East Grand Street
Monticello, IA 52310
319 465-7055

Site Inspected (Home Owner)

Contact/Phone
SFR-Regulated
Building Name
335 Sumner Street
Address
Waterloo, IA 50703
City, State, Zip
results to: (319) 465-3104

Invoice to:

Name
City of Waterloo
Address
715 Mulberry St.
City, State
Waterloo, IA 50703
Phone: Fax

Chain of Custody Record ■ QAS ☐ Quantem ☐ CEI ☐ EMC (AZ)
Analysis Requested: PLM, TEM, Lead Paint (circle one)
Turn Around Time: same day ☐ 24 hrs. ☐ 3 days ■ 5 days ☐
Mailed on: 10-10-21 Carrier: USPS By: Sue
Received: 10-18-21 By: Dave Toney, QAS
Date Analyzed: 10-21-21

Field Samples ■ Mailed in Samples ☐ Hand Delivered ☐
Measurements are approximate-Verify Fax

Sample #	Room or Area	Material	Description	NF* or F	Homo or Het	Cond	Location	Homo Unit No.	% ACM
1009 -21-01	Entry	Plaster	Original sand plaster	NF	Het	2	Ceiling by stairs SU1, SU2	SU1, 2	NAD
1009 -21-02	Exterior	Siding	Gray asphalt siding	NF	Het	2	Under aluminum siding	M1	NAD
1009 -21-03	Exterior	Glaze	White, hard	NF	Het	2	On basement (all) windows	M2	NAD
1009 -21-04	Entry	Spray on	Spray on DW Tape	NF	Het	2	Spray over drywall tapes	M3 (a)	NAD
1009 -21-05	Roof	Shingles	White asphalt	NF	Het	2	24 sq. on roof	M4	NAD
1009 -21-06									
1009 -21-07									
1009 -21-08									
1009 -21-09									
1009 -21-10									
1009 -21-11									
1009 -21-12									
1009 -21-13									
1009 -21-14									
1009 -21-15									
1009 -21-16									
1009 -21-17									
1009 -21-18									
1009 -21-19									
1009 -21-20									
1009 -21-21									
1009 -21-22									
1009 -21-23									
1009 -21-24									

Notes: Hole in roof. Hole in 2nd floor, hole in 1st floor. Basement ¾ full of water. Not safe to be in . 2nd siding under aluminum siding. 2nd siding has asbestos caulk on seams. Aluminum siding must be removed to access 2nd siding which contains asbestos caulk (dark) on seams.

Condition: 1=Good 2=Damaged 3=Significantly Damaged *NAD= No Asbestos Detected **Bold Text means material contains Asbestos**

Date: October 19, 2021
Project #: 21-104I (1 of 4 Properties) Page 2
Inspector: Stephen J. Intlekofer
License #: 21-6549 Exp: 6-18-22

ASBESTOS INSPECTIONS, TESTING & TRAINING, INC.
ASBESTOS BULK SAMPLE INVENTORY
121 East Grand Street
Monticello, IA 52310
319 465-7055

Site Inspected (Home Owner)
Contact/Phone
SFR-Regulated
Building Name
335 Sumner Street
Address
Waterloo, IA 50703
City, State, Zip

Invoice to:
Name
City of Waterloo
Address
715 Mulberry St.
City, State
Waterloo, IA 50703
Phone: Fax

Chain of Custody Record ■ QAS ☐ Quantem ☐ CEI ☐ EMC (AZ)
Analysis Requested: PLM, TEM, Lead Paint (circle one)
Turn Around Time: same day ☐ 24 hrs. ☐ 3 days ■ 5 days ☐
Mailed on: 10-19-21 Carrier: USPS By: Sue
Received: 10-25-21 By: Dave Toney, QAS
Date Analyzed: 10-217-21

Field Samples ■ Mailed in Samples ☐ Hand Delivered ☐
Measurements are approximate-Verify Fax results to: (319) 465-3104

Sample #	Room or Area	Material	Description	NF* or F	Homo or Het	Cond	Location	Homo Unit No.	% ACM
1019 -21-01	Attic	Insulation	Mineral wool	NF	HOMO	2	Above ceiling 2nd floor-take all	M1	NAD
1019 -21-02	**Exterior**	**Caulk**	**Black sealant**	**NF**	**HOMO**	**2**	**Edge of asphalt siding**	**M2**	**10% Chrysotile**
1019 -21-03	Basement	Mortar		NF	HOMO	2	Gray plaster	M3	NAD
1019 -21-04	Basement	Floor tile	Light cream	NF	HOMO	2	Floor of landing	M4	NAD
1019 -21-05	**Basement**	**Pipe wrap**	**Dark, hard on ¾"**	**NF**	**HOMO**	**2**	**Water line approx.. 10'**	**M5**	**10% Chrysotile**
1019 -21-06	Basement	Plaster		NF	HOMO	2	Wall of stairwell	SU1	NAD
1019 -21-07	Basement	Plaster		NF	HOMO	2	Small amount-wall	SU3	NAD
1019 -21-08	Kitchen	Floor tile	Top layer sticky	NF	HOMO	2	Top layer of floor of kitchen	M6	NAD
1019 -21-09	Kitchen	Floor tile	12 x 12 Ceiling tile	NF	HOMO	2	Ceiling of kitchen	M7	NAD
1019 -21-10	Kitchen	Floor tile	12 x 12 (sticky)	NF	HOMO	2	2nd layer of floor of kitchen	M8	NAD
1019 -21-11	Dining Room	Floor tile	Ceiling tile	NF	HOMO	2	Floor of dining room	M9	NAD
1019 -21-12	**Dining Room**	**Floor tile**	**2nd layer**	**NF**	**HOMO**	**2**	**Floor of dining room (10 x 14 approx.)**	**M10**	**7% Chrysotile**
1019 -21-13	Dining Room	Paint	Peeling paint	NF	HOMO	2	Wall of dining room	M11	NAD
1019 -21-14	**Dining Room**	**Paper**	**Gray duct paper**	**NF**	**HOMO**	**2**	**Duct insulation in wall of dining room**	**T1**	**90% Chrysotile**
1019 -21-15	**Dining Room**	**Mastic**	**Black**	**NF**	**HOMO**	**2**	**Under floor tile**	**SU2**	**7% Chrysotile**
1019 -21-16	1st Floor BR	Spray on	Small spray	NF	HOMO	2	Under floor tile	SU2	NAD
1019 -21-17	Stairwell	Spray on	Small spray	F	HOMO	2	Stairs to 2nd floor	SU2	NAD
1019 -21-18	2nd floor	Paint	Peeling-dark	F	HOMO	2	Stairs to 2nd floor	SU2	NAD
1019 -21-19	2nd floor	Mortar	4" plaster tile glue	NF	HOMO	2	Ceiling of bath-2nd floor	M12	NAD
1019 -21-20	2nd floor	Floor tile	White 12 x 12	NF	HOMO	2	Around bath	M13	NAD
1019 -21-21	2nd floor	Glaze	On windows 2nd	NF	HOMO	2	Floor of bath	M14	NAD
1019 -21-22	2nd -NE BR	CT	12 x 12 corn board	NF	HOMO	2	Gray, hard	M15	NAD
1019 -21-23	2nd porch	Wallpaper	Dark blue	NF	HOMO	2	Ceiling of NE BR	M16	NAD
1019 -21-24	2nd porch	Drywall	½" gypsum board	NF	HOMO	2	Walls of porch	M17	NAD
							Patch on stairwell	M18	NAD

Notes: Spray on entry, DR, front room and stair well. Lots of spray on 1st floor-clean.. 2 pages on 2 different visits

Condition: 1=Good 2=Damaged 3=Significantly Damaged *NAD= No Asbestos Detected **Bold Text means material contains Asbestos**

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EXHIBIT "C"

ASBESTOS ABATEMENT SERVICES CONTRACT #AB-2022-02-04P

300 Allen Street, 307 Sumner Street, 335 Sumner Street, and 615 Glenwood Street

This Contract for Asbestos Abatement Services (the "Contract") is entered into as of February 21, 2022, by and between the City of Waterloo, Iowa ("City") and _____. In consideration of the mutual promises exchanged herein, the parties agree as follows:

1. Term and Services. For the period of February 21, 2022 thru April 30, 2022, subject to extension upon the mutual written agreement of the parties, the Contractor agrees to furnish all tools, labor and materials, and perform and substantially complete all work within the time period stated in the specifications after receipt of Notice to Proceed with respect to a given property or set of properties. By executing this Contract, Contractor certifies that it holds an asbestos permit issued by the Iowa Division of Labor and that all personnel who perform work on the project will have an asbestos license issued by the Iowa Division of Labor. Contractor agrees that such permit and licenses will be maintained during the term of this Contract. Work to be performed includes all work described in the Contract Documents (defined below).

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

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

a. Request for Bid
b. Addenda (if any)
c. Response (Proposal) from the Contractor

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

2.1 Contract Limits. Total actual expenses allowed by the project Contract, including any renewal extensions of the Contract, shall not exceed **$**_____as provided in the Bid Tabulation that is part of Contractor's RFB Response referenced in Section 2.c above, except by written amendment as provided herein.

3. Approval; Timing of Work. Contractor shall not begin work until after the Contract has been approved by the City Council and the Contractor has been issued a Notice to

Proceed. The work shall commence within ten (10) days after the City has issued a Notice to Proceed with respect to any particular property or set of properties, and all work shall be completed and delivered within the term of the Contract.

4. Performance Bond. Not required for this Contract.

4.1 Payment Bond. Not required for this Contract.

5. Reporting; Records. Contractor shall exercise best efforts to maintain communication with City personnel whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project. Communications between the parties shall be verbal or in writing, as requested by the parties or as dictated by the subject matter to be addressed. Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Contract. During the term of this Contract and for the ensuing record-retention period, Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to City, and any other agency of state or federal government. For purposes of this section, "records" means any and all books, documents, papers and records of any type or nature that are directly pertinent to this Contract. Contractor agrees to furnish, upon termination of this Contract and upon demand by the City, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Contract, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Contract. In such event, the Contractor shall not be liable for the City's use of such documents on other projects.

6. Re-inspection Costs. The contractor that performed the asbestos surveys for the properties (Exhibit "B" to the RFB) will inspect the properties for proper removal of ACM. If the abatement Contractor fails to remove all ACM that requires any re-inspection by the survey contractor, the abatement Contractor shall be responsible to pay (directly to the survey contractor) any and all fees associated with said re-inspection.

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

8. Default; Termination for Cause. In the event that Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Contract, and if such default remains uncured for a period of seven (7) days after notice thereof shall have been given by City to Contractor (or for a period of fourteen (14) days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be

done or remedied within such 14-day period and thereafter Contractor fails to diligently and continuously prosecute the same to completion within such 14-day period), then City may declare that Contractor is in default hereunder and may take any one or more of the following steps, at its option:

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

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

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

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

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

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

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

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

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

their work for City. Contractor shall be solely responsible for compensating its employees, if any.

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

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

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

IN WITNESS WHEREOF, the parties have executed this Contract for Asbestos Abatement Services as of the date first set forth above.

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

Attest: _____
Kelly Felchle, City Clerk

Asbestos Abatement
Contract No. AB-2022-22-04P

February 10, 2022

Estimate: $15,000

Bidder	Bid Security	Bid Amount	Revised Bid Per Addendum
Site Services Algona, IA	5%	$14,675.00	$13,725.00
All Star Environmental	5% Check	$8,820.00	$3,715.00
Abatement Specialties, LLC Cedar Rapids, IA	5%	$6,961.00	$6,961.00
REW Services Corp Des Moines, IA	5%	$10,808.00	$4,629.00
August Ent, LLC Jefferson, IA	5% Check	$4,100.00	$4,100.00
Active Thermal Concepts Hiawatha, IA	5%	$16,699.00	$16,699.00
Advanced Environmental Waterloo, IA	5%	$4,650.00	$4,650.00

CITY OF WATERLOO

Council Communication

Sale and conveyance of eight (8) City owned lots located northeast of 808 W. 2nd Street, Northeast of 624 W. Park Avenue, formerly 409 and 413 Wellington Street, 300 Allen Street and 921 W. 2nd Street, for the construction of three (3) new homes and the rehabilitation of two (2) homes, in the amount of $1.00, including a Development Agreement, to Iowa Heartland Habitat for Humanity.

City Council Meeting: 2/21/2022
Prepared: 2/9/2022

ATTACHMENTS:

	Description	Type
🗋	Habitat Church Row Agreement	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 northeast of 808 W. 2nd Street, Northeast of 624 W. Park Avenue, formerly 409 and 413 Wellington Street, 300 Allen Street and 921 W. 2nd Street, in the amount of $1.00 to Iowa Heartland Habitat for Humanity, and authorizing the Mayor and City Clerk to execute said documents. Resolution approving a Development Agreement with Iowa Heartland Habitat for Humanity for the construction of three new homes and rehabilitation of two homes, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	The City acquired the homes and lots via 657A. Homes have been demolished on three of the lots in question. The city has been working with Habitat for Humanity to develop infill lots throughout the city in recent years. There are a total of eight city owned lots as a part of this agreement. Some of the lots are small in size therefore some of the lots will be combine to allow for new homes to meet current day zoning standards.
Neighborhood Impact:	Positive impact on the Church Row Neighborhood. These new homes will add five new single family, owner-occupied housing units in a dense residential neighborhood.
Data/Analysis and Strategies:	Sale of Property

Expenditure Required/Source of Funds:

Total of $25,000 for completed new and renovated homes ($5,000 each home).
Nuisance Bonds

Legal Descriptions:

1. **PN: 8913-26-182-022 – W corner of W 2nd Street and Wellington Street (new home)**
The Southeasterly 85.55 feet of Lot No.1 and the Southeasterly 85.55 feet of the Northeasterly 10 feet of Lot No.2, all in Block No.10, Whitney's Subdivision in the City of Waterloo, Black Hawk County, Iowa.

2. **PN: 8913-26-255-003 and 8913-26-255-008 – W Park Avenue (new home)**
The Southwesterly 33 feet of the Northeasterly 68 feet of the Southeasterly 20 feet of Lot No. 8, and the Southwesterly 35 feet of the Northeasterly 70 feet of the Northwesterly 40 Feet of Lot No. 8, and the Northeasterly 68 feet of Lots Nos. 9 and 10, all in Block No 33 in the Original Plat on the west side of the Cedar River in the City of Waterloo, Black Hawk County, Iowa; Also a part of Park Avenue (formerly Main Street) adjoining said lot No 10 Described as follows: Beginning at the most easterly corner of said lot No 10; thence southwesterly along the southeasterly line of said lot no 10 68 feet; thence at right angles southeasterly 10 feet; thence northeasterly and parallel with the southeasterly line of said lot No. 10 68 feet; thence at right angles northwesterly 10 feet to the point of beginning.

3. **PN: 8913-26-255-025, 8913-26-255-027 and 8913-26-255-024 – formerly 409 & 413 Wellington Street (new home)**
The Southeasterly 48 feet of Lots No. 1 & 2, in block No.6, in Leavitt's Addition to Waterloo, in Black Hawk County, Iowa.
Also
Fields Addition Lot 1 undivided 1/11 of lot 12

4. **PN 8913-26-327-001 -- 300 Allen Street (rehabilitation)**
The Northwesterly Thirty-four and One-half (34½) feet of the Northeasterly One Hundred (100) feet of Lot No. Thirteen (13), Block No. Four (4), in Leavitt's Addition to Waterloo, Iowa.

5. **PN 8913-26-327-019 -- 921 W 2nd Street (rehabilitation)**
The Northeasterly 40 feet of Lot No.14 and the Northeasterly 40 feet of the Northwesterly 31 feet of Lot No. 15, all in Block No. 4, Leavitt's Addition to the City of Waterloo, Black Hawk County, Iowa.

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 Iowa Heartland Habitat for Humanity ("Company"), and the City of Waterloo, Iowa ("City").

RECITALS

A. Company is willing and able to finance and construct or rehabilitate single-family dwellings and related improvements on various properties located in the City of Waterloo, including infill lots in established residential neighborhoods as identified on Exhibit "A" attached hereto (the "Properties"). Each separate property is referred to as a "Project Site."

B. City considers infill residential development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives to encourage that goal. City believes that such development is in the vital and best interests of the City and in accordance with the public purposes and provisions of the applicable State and local laws and requirements under which the Project (defined below) is being 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 of this Agreement, City shall convey the Properties to Company for the sum of $1.00. Conveyance by City 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, at its own expense, prepare an updated abstract of title, or in lieu thereof Company may, at its own expense, obtain whatever form of title evidence it desires. If title is

unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Company, Company may terminate this Agreement. City shall provide any title documents it has in its possession, including any abstracts, to assist in title review.

2. **Improvements by Company.** Company shall construct at its own expense upon each Project Site one (1) single-family home as further described and depicted in Exhibit "B" attached hereto, except that with respect to existing dwellings located on Project Sites identified as 300 Allen Street and 921 W. 2nd Street Company shall rehabilitate said structures. No more than one home shall be constructed on each Project Site, and each Project Site upon which a home will be constructed or rehabilitated shall be completed to a finished state, including installation of driveways and sidewalks, removal of all construction debris, proper leveling or shaping of groundscape, and grassing and/or landscaping (home construction and finishing as so described are referred to as the "Improvements"). Each new dwelling shall have a minimum livable area of 1,100 square feet and an assessed value upon completion of no less than $73,000.00. The Improvements shall be constructed in accordance with the terms of this Agreement, all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. Company shall submit specific building designs and site plans for City review and approval before the commencement of construction and shall not substantially deviate from such plans, specifications or designs. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Properties, the Improvements, and all site preparation and development-related work to be undertaken and completed by Company under this Agreement are collectively referred to as the "Project".

3. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Company's commitment to cause the Project to be undertaken and to construct the Improvements in a timely manner constitutes a material inducement for the City to extend the incentives provided for in this Agreement, and that without said commitment City would not have done so. Subject to Unavoidable Delays (defined below), Company must Substantially Complete construction of new-dwelling Improvements no later than December 31, 2024 and rehabilitation Improvements no later than December 31, 2023 (the "Completion Deadlines"). For purposes of this Agreement, "Substantially Complete" means the date on which the Improvements on a Project Site have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto and the City has verified that Project elements for which no permit was necessary have been substantially completed.

The provisions of this paragraph shall apply separately to each Project on a Project Site. If Company has not constructed the Improvements within the required period or any extended period, City may terminate this Agreement as set forth in Section 14 as to such Project Site, title to the Project Site shall revert to City, and City

shall have no further obligation hereunder with respect to such Project or Project Site. 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 Completion Deadlines by a number of days equal to the number of days lost as a result of Unavoidable Delays, and thereafter if construction is not completed within the allowed period of extension, City may terminate this Agreement as set forth in Section 14 with respect to such Project Site, title to said Project Site shall revert to City, and City shall have no further obligation hereunder with respect to such Project or Project Site.

4. **Reverter of Title; Indemnity.** In the event of any reverter of title, Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to a special warranty deed, or take such other actions as the City may reasonably request to effectuate said reverter and to deliver to City title to the Project Site 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 Project Site. ***Appointment of Attorney in Fact:*** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within thirty (30) days after written demand by City, then City shall be authorized to execute, on Company's behalf and as its attorney-in-fact, the special warranty deed required by this Section, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact.

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

5. **Utilities.** Company will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services from street right of way to any location on the Properties and for payment of any associated connection fees.

6. **Incentives.** To aid in the Project, City will provide the following incentives:

A. Infill Housing Grants. As provided in the City's infill housing policy, City will pay Company a grant of $5,000.00 for each home timely completed, for

a total maximum incentive of $25,000.00. Each grant shall be payable within ninety (90) days after Improvements on a given lot have been verified by City as Substantially Completed.

B. Partial Tax Exemption. Because the Properties are located in a designated Consolidated Urban Revitalization Area (CURA) or a designated City Limits Urban Revitalization Area (CLURA), the Properties are eligible for tax exemption consistent with and to the extent provided for in Iowa law and City ordinance, provided that Company or its successor in title meets all requirements to qualify for such exemption. The applicant shall elect whether to obtain exemption benefits under either CURA or CLURA, but not both.

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

A. 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, other than laws, rules and regulations where the failure to comply with the same, or where the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, or condition, financial or otherwise, of Company.

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.

8. **No Encumbrances; Limited Exception.** Until completion of the Improvements, Company agrees that it shall not create, incur, or suffer to exist any Liens on a Project Site that was acquired from City, 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 any such Project Site or any part thereof for any purpose except in connection with financing of the Improvements.

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

10. **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. The indemnified parties shall not be liable for any damage or injury to the persons or property of Company or its employees, contractors or agents, or any other person who may be about any of the Properties or the Improvements, due to any act of negligence or willful misconduct of any person, other than any act of negligence or willful misconduct on the part of any such indemnified party or its officers, employees or agents.

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

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

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

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 30 days' written notice to Company of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 30 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Upon termination, City may exercise any and all remedies available at law, equity, contract or otherwise for recovery of any sums paid by City to Company before the date of termination.

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

C. Remedies under this Agreement shall be cumulative and in addition to any other right or remedy given under this Agreement or existing at law or in equity or by statute. Waiver as to any particular default, or delay or omission in

exercising any right or power accruing upon any default, shall not be construed as a waiver of any other or any subsequent default and shall not impair any such right or power.

15. **Materiality of Company's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

16. **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 803 W. 5th Street, Waterloo, Iowa 50702, Attention: Executive Director.

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 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 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.

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

IOWA HEARTLAND HABITAT FOR HUMANITY

By: _____
Ali Parrish, Executive Director

EXHIBIT "A"

Description of Properties

1. **PN: 8913-26-182-022 – W corner of W 2nd Street and Wellington Street (new home)**

The Southeasterly 85.55 feet of Lot No.1 and the Southeasterly 85.55 feet of the Northeasterly 10 feet of Lot No.2, all in Block No.10, Whitney's Subdivision in the City of Waterloo, Black Hawk County, Iowa.

2. **PN: 8913-26-255-003 and 8913-26-255-008 – W Park Avenue (new home)**

The Southwesterly 33 feet of the Northeasterly 68 feet of the Southeasterly 20 feet of Lot No. 8, and the Southwesterly 35 feet of the Northeasterly 70 feet of the Northwesterly 40 Feet of Lot No. 8, and the Northeasterly 68 feet of Lots Nos. 9 and 10, all in Block No 33 in the Original Plat on the west side of the Cedar River in the City of Waterloo, Black Hawk County, Iowa; Also a part of Park Avenue (formerly Main Street) adjoining said lot No 10 Described as follows: Beginning at the most easterly corner of said lot No 10; thence southwesterly along the southeasterly line of said lot no 10 68 feet; thence at right angles southeasterly 10 feet; thence northeasterly and parallel with the southeasterly line of said lot No. 10 68 feet; thence at right angles northwesterly 10 feet to the point of beginning.

3. **PN: 8913-26-255-025, 8913-26-255-027 and 8913-26-255-024 – formerly 409 & 413 Wellington Street (new home)**

The Southeasterly 48 feet of Lots No. 1 & 2, in block No.6, in Leavitt's Addition to Waterloo, in Black Hawk County, Iowa.
Also
Fields Addition Lot 1 undivided 1/11 of lot 12

4. **PN 8913-26-327-001 -- 300 Allen Street (rehabilitation)**

The Northwesterly Thirty-four and One-half (34½) feet of the Northeasterly One Hundred (100) feet of Lot No. Thirteen (13), Block No. Four (4), in Leavitt's Addition to Waterloo, Iowa.

5. **PN 8913-26-327-019 -- 921 W 2nd Street (rehabilitation)**

The Northeasterly 40 feet of Lot No.14 and the Northeasterly 40 feet of the Northwesterly 31 feet of Lot No. 15, all in Block No. 4, Leavitt's Addition to the City of Waterloo, Black Hawk County, Iowa.

CITY OF WATERLOO

Council Communication

Resolution resetting date of the budget maximum levy public hearing as March 7, 2022 at 5:30 p.m. to approve the maximum levies as required by state, instruct the City Clerk to publish said notice, and rescinding Resolution No. 2022-097.

City Council Meeting: 2/21/2022
Prepared: 2/14/2022

ATTACHMENTS:

	Description	Type
	Budget Max Levy Hearing Request FYE22 Council Comm	Backup Material
	FY23 BUDGET_Staff Requests Comparison to FY22.pdf	Backup Material
	Rate Impacts FYE23 Budget Print Copy.pdf	Backup Material
	Maximum Published Levy Notice.pdf	Backup Material
	FY23 BUDGET_Staff Requests Print Copy.pdf	Backup Material

SUBJECT:	Resolution resetting date of the budget maximum levy public hearing as March 7, 2022 at 5:30 p.m. to approve the maximum levies as required by state, instruct the City Clerk to publish said notice, and rescinding Resolution No. 2022-097.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Recommended Action:	Set the date of hearing for the maximum levy hearing for the FYE2023 budget for Thursday, March 3, 2022 at 5:30 p.m.
Summary Statement:	The maximum levy budget estimate must be published in the paper ten to twenty days prior to the maximum levy budget hearing. Additional information will be provided prior to the hearing date. This hearing was a new requirement two years ago. We are now required to hold two hearings before adoption of the final budget.
Data/Analysis and Strategies:	Approving the publication of the maximum levy budget estimate establishes the maximum tax levy rate for the fiscal year ending June 30, 2022. The levy rate and expenditures by program can be reduced from the published maximum levy budget estimate, but cannot be increased. The maximum levy budget must be adopted by council a minimum of ten days prior to final budget hearing and budget adoption. Final budget adoption is required by March 31, 2022.
Alternative:	According to the State Department of Management, if the budget isn't certified by March 31, 2021, the state would set the city's property taxes at the same amount of property tax dollars as were certified for the current year. There would likely also be an audit finding regarding noncompliance with

state law regarding budget deadlines.

CITY OF WATERLOO, IOWA

CITY CLERK AND FINANCE DEPARTMENT

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

Mayor
QUENTIN HART

COUNCIL MEMBERS

MARGARET KLEIN
Ward 1

JONATHAN GREIDER
Ward 2

PATRICK MORRISSEY
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

SHARON JUON
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: February 15, 2021
Prepared: February 2, 2021

SUBJECT: Set Hearing Date for Maximum Levy Hearing FYE2022 Budget

Submitted by: Michelle Weidner, CFO

Recommended City Council Action: Set the date of hearing for the maximum levy hearing for the FYE2022 budget for Monday, March 1 at 5:30 p.m.

Summary Statement: The maximum levy budget estimate must be published in the paper ten to twenty days prior to the maximum levy budget hearing. Additional information will be provided prior to the hearing date.

Expenditure Required: None

Source of Funds: None

Policy Issue: This hearing was a new requirement beginning last year. We are now required to hold two hearings before adoption of the final budget.

Approving the publication of the maximum levy budget estimate establishes the maximum tax levy rate for the fiscal year ending June 30, 2022. The levy rate and expenditures by program can be reduced from the published maximum levy budget estimate, but cannot be increased. The maximum levy budget must be adopted by council a minimum of ten days prior to final budget hearing and budget adoption. Final budget adoption is required by March 31, 2021.

Alternative: According to the State Department of Management, if the budget isn't certified by March 31, 2021, the state would set the city's property taxes at the same amount of property tax dollars as were certified for the current year. There would also likely be an audit finding regarding noncompliance with state law regarding budget deadlines.

Background Information: None

City of Waterloo
FYE2023 General Fund
Staff Request Budget Level Change In Cost From FY22

				Amount		**% of Total Change From Prior Year Tax Levy**			
Property Taxes FYE2022 (Excl. Debt Svc & Lib, Incl. Excise Tax, Grout)				35,772,213			23,899	1 cent on the levy raises this much	
General Fund Personal Services increases (decreases):									
Salaries & longevity				1,136,409		3.18%	Includes avg 2.0% raises, 3.0% for Police and Fire,		
				0		0.00%	step increases, longevity		
				0		0.00%			
				0		0.00%			
				0		0.00%			
Bonus/Holiday Bonus increase for Fire				13,000		0.04%			
Fire/Ambulance - Increase Overtime				408,000		1.14%			
				0		0.00%			
				0		0.00%			
				0		0.00%			
				0		0.00%			
				0		0.00%			
Decrease Part Time Labor				(43,101)		-0.12%			
				0		0.00%			
Police Certified Bonus Increase				30,000		0.08%			
Payroll taxes				85,518		0.24%			
				0		0.00%			
Retirement payouts				(38,319)		-0.11%			
				0					
Health insurance		170,240				0.01%	1,593,727	0.66685	Personnel increases excl.
Retiree health insurance		(168,020)							fire & police pension
Reduce use of health insurance fund balance		0		2,220					
Police Pension		(134,003)							
Fire Pension		(118,572)		(252,575)		-0.71%	1,341,152	0.56117	Total personnel increases
Subtotal - Personnel Increases					1,341,152	3.85%			

City of Waterloo
FYE2023 General Fund
Staff Request Budget Level Change In Cost From FY22

	Amount	% of Total Change From Prior Year Tax Levy
Contractual Services and Commodities Expense Changes:		
Airport - Increase Other professional services	21,000	0.06%
Building Maintenance - Increase in Chemicals	5,000	0.01%
Building Inspections - Fuel, contractual services	1,700	0.00%
Clerk Finance - Software, Misc	38,250	0.11%
Clerk Finance - Elections	(60,000)	-0.17%
Cultural Arts -Increase Utilities, resale merchandise	1,200	0.00%
Communications - Increase postage/advertising	309	0.00%
Fairview Cemetery Association	10,000	0.03%
Fire - increase telephone, radio repair	4,250	0.01%
Fire - Increase dispatch	20,400	0.06%
Fire - Ambulance - Increase accounting & GEMT expenses	319,090	0.89%
Garage - Utilities, software, parts	23,090	0.06%
Other Changes	5,732	0.02%
Leisure Services Golf - Increase in Sales Tax	9,130	0.03%
Leisure Sports - increase in supplies	1,450	0.00%
Leisure Sportsplex Decrease	(2,500)	-0.01%
Leisure Young Arena - Increase utilities, resale merchandise	33,000	0.09%
Liability Insurance	62,060	0.17%
Library - Decrease Grant Funded Expenses	(1,690)	0.00%
Mayor - Increase telephone	650	0.00%
MET - Increase in Requested Funding	58,504	0.16%
Police/Computer Services - increase data processing	12,000	0.03%
Police - Increase health services, uniforms, travel, fuel	35,625	0.10%
Police - Increase for Dispatch	45,620	0.13%
Parking-decrease expenses	(18,600)	-0.05%
Self Funded Workers Compensation	267,543	0.75%
Sidewalk - Increase expenses	60,000	0.17%
	0	0.00%
	0	0.00%
	0	0.00%
	0	0.00%
	0	0.00%
	0	0.00%
	0	0.00%
Subtotal - Contractual Services and Commodities Increases	952,813	2.67%

2,293,965 0.95984 **Total all expense increases**

City of Waterloo
FYE2023 General Fund
Staff Request Budget Level Change In Cost From FY22

	Amount		% of Total Change From Prior Year Tax Levy		
Revenue (Increase)/Decrease:					
Airport - Increase	(19,999)		-0.06%		
Building Inspection - Increase Dept Charges	(47,800)		-0.13%		
Clerk/Finance - Increases	(256,400)		-0.70%		
Cultural/Arts - Increased Revenue	(1,200)		0.00%		
Fire - Hazmat Decreases	60,000		0.17%		
Fire Ambulance - Increases	(401,000)		-1.12%		
Fire- Increased Revenue	(1,295)		0.00%		
Human Rights - Decreased Grant Revenue	5,000		0.01%		
Leisure Services Golf - Increase	(139,547)		-0.39%		
Leisure - Sports Decrease	4,150		0.01%		
Leisure - Young Arena Decrease revenue	75,000		0.21%		
Library - Decrease Fine revenue	2,000		0.01%		
Library Increase Grant Funding	(4,620)		-0.01%		
Planning - Decrease in Revenue	48,000		0.13%		
Police Operations Budget - Increased ATE revenue released to operations	0		0.00%		
Police - ATE Project Increased Revenue	0		0.00%		
Police - Amount of ATE released	0		0.00%		
Parking - Decrease revenue	15,000		0.04%		
Public Access Fees	350		0.00%		
Sidewalk Assessment	(60,000)		-0.17%		
Work Comp - change in fund balance used	100,000		0.28%		
Change in Fund Balance Used	1,697,505		4.75%		
Subtotal - Revenue Net (Increases) Decreases		1,075,144	3.01%	0.44986	**Total all revenue changes**
Total Increases (Decreases)	3,369,109		9.52%		
			-0.09%		
Property Taxes Required (Excl Debt Service, Library Levy, Grout Levy)	39,141,322				
Total change in taxes - formula check	3,369,109				
Variance - property taxes required	0				
Increase in Debt Service Levy	0				
Increase in Grout Taxes	12,176				
Increase in Library Levy	12,176				
Total Additional Taxes	3,393,461				

City of Waterloo
FYE2023 Budget
Sample Property Tax Collections and Property Tax Changes (Amounts and Percentages)

	FYE2023	FYE2022	FYE2021	FYE2020
Residential Rollback	**54.1302%**	**56.4094%**	**55.0743%**	**56.9180%**
Commercial Rollback	**90.0000%**	**90.0000%**	**90.0000%**	**90.0000%**
Multi-Residential	**63.7500%**	**67.5000%**	**71.2500%**	**75.0000%**
Total Budgeted Property Tax Collections		**44,640,563**	**43,867,749**	**42,065,175**
State Commercial/Industrial Rollback Replacement		**1,576,797**	**1,543,522**	**1,588,239**
Total Property Taxes and Rollback Replacement Funds		**46,217,360**	**45,411,271**	**43,653,414**

Property Tax Collections Increase (Decrease) from FYE2022	Property Tax Collections	% Increase (Decrease)	Net Property Tax Increase (Decrease) This Level from Staff Requests Level	State Comm Rollback Repl Funds	% Increase (Decrease) Residential	% Increase (Decrease) Commercial & Industrial	Levy Rate	Monthly Increase (Decrease) Residential ($100,000 Home)	Monthly Increase (Decrease) Commercial ($500,000 Property)	Monthly Increase (Decrease) Industrial ($1,000,000 Property)
Option 1 - Base Level -										
Base level includes personnel ccontractual changes only and use of $750,000 general fund balance										
2,603,105	47,243,668	5.83%	2,603,105	1,523,691	#REF!	#REF!	$ 19.3522	$ #REF!	$ #REF!	$ #REF!
Option 2 - Staff Requests Level - Maximum Published Levy										
This level includes some revenue adjustments (up and down), requested additions and the use of $908,150 in general fund balance										
3,393,423	48,033,986	7.60%	3,393,461	1,523,691	#REF!	#REF!	$ 19.65361	$ #REF!	$ #REF!	$ #REF!
Option 3 - 6% Increase to Residential										
Budget changes not identified										
2,543,423	47,183,986	5.70%	(850,000)	1,523,691	#REF!	#REF!	$ 19.29795	$ #REF!	$ #REF!	$ #REF!
Option 4 - 4% Increase to Residential										
Budget changes not identified										
2,093,423	46,733,986	4.69%	(1,300,000)	1,523,691	#REF!	#REF!	$ 19.10966	$ #REF!	$ #REF!	$ #REF!
Option 5- 3% Increase to Residential										
Budget changes not identified										
1,643,423	46,283,986	3.68%	(1,750,000)	1,523,691	#REF!	#REF!	$ 18.92137	$ #REF!	$ #REF!	$ #REF!
Option 6 -0% Increase to Residential										
Budget changes not identified										
243,423	44,883,986	0.55%	(3,150,000)	1,523,691	#REF!	#REF!	$ 18.33558	$ #REF!	$ #REF!	$ #REF!

CITY NAME	NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY	CITY CODE
Waterloo	Fiscal Year July 1, 2022 - June 30, 2023	07-054

Iowa Department of Management		Current Year Certified Property Tax 2021/2022	Budget Year Effective Property Tax 2022/2023**	Budget Year Proposed Maximum Property Tax 2022/2023	Annual % CHG
Regular Taxable Valuation	1	2,344,836,606	2,389,933	2,389,933	
Tax Levies:					
Regular General	2	$18,993,177	$18,993,177	$19,428,466	
Contract for Use of Bridge	3	$0	$0		
Opr & Maint Publicly Owned Transit	4	$1,462,588	$1,462,588	$1,521,092	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	5	$0	$0		
Opr & Maint of City-Owned Civic Center	6	$0	$0		
Planning a Sanitary Disposal Project	7	$0	$0		
Liability, Property & Self-Insurance Costs	8	$1,630,969	$1,630,969	$1,707,249	
Support of Local Emer. Mgmt. Commission	9	$96,187	$96,187	$96,187	
Emergency	10	$633,106	$633,106	$645,282	
Police & Fire Retirement	11	$4,953,297	$4,953,297	$4,647,990	
FICA & IPERS	12	$2,178,526	$2,178,526	$2,178,526	
Other Employee Benefits	13	$5,778,931	$5,778,931	$8,869,694	
***Total 384.15A Maximum Tax Levy**	14	$35,726,781	$35,726,781	$39,094,486	9.43%
Calculated 384.15A MaximumTax Rate	15	$15.23636	$14,948.86300	$16,357.98409	

Explanation of significant increases in the budget:
Increased Personnel Costs $ 1,341,152
Increases in Commodities/Contriactual Costs, including ambulance service fees, liability issurance, worker's compensation insurance, MET $952,813
Less increased ambulance revenue, golf revenue, utility franchise fees, etc. $622,361 and less fund balance of $1,697,505

If applicable, the above notice also available online at:
https://www.cityofwaterlooiowa.com/FY2023budget

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

FYE2022 CERTIFIED AND FYE2023 STAFF REQUEST BUDGET COMPARISON - CITY OF WATERLOO
GENERAL FUND

Staff Request Budget
2/15/22

	A	B	D	E	F	G	H	I	J	K	L	M
1			CERT	FY 2022 BUDGET	FY 2023 BUDGET	%	FY 2022 BUDGET	FY 2023 BUDGET	FY2022TAXES	FY2023TAXES LEVIED		
2	BUDGET CODE	ACTIVITIES-GENERAL FUND	BUDGET	CERTIFIED	STAFF REQ	CHANGE	CERTIFIED	STAFF REQ	LEVIED	$ 19.65361	$ AMOUNT	%
3			LINE	EXPENSE	EXPENSE		REVENUE	REVENUE	$ 18.63188	5.48%	CHANGE	CHANGE
4												
5	PUBLIC SAFETY											
6	010-11-1100	POLICE OPERATIONS	1C	16,059,416	16,509,008	2.80%	1,128,642	1,128,642	14,930,774	15,380,366	449,592	3.01%
7	010-11-1105	POLICE COMPUTER SERVICE	1C	259,968	271,968	4.62%	0	0	259,968	271,968	12,000	4.62%
8	010-11-1200	PUBLIC SAFETY ADMINISTRATION	1C	0	0	0.00%	0	0	0	0	0	0.00%
9	200-11-1140	POLICE PENSION	1D	2,650,353	2,516,350	-5.06%	0	0	2,650,353	2,516,350	(134,003)	-5.06%
10	010-11-1150	POLICE GRANTS	1C	744,735	744,735	0.00%	744,735	744,735	0	0	0	0.00%
11	010-11-1150	POLICE GRANTS (DISCR H/M)	1C	0	0	0.00%	0	0	0	0	0	0.00%
12	010-11-1160	LAW ENFORCEMENT PROGRAMS	1C	963,483	963,483	0.00%	963,483	963,483	0	0	0	0.00%
13	010-11-1165	POLICE TOBACCO ENFORCEMENT	1C	5,500	5,500	0.00%	5,500	5,500	0	0	0	0.00%
14	010-01-1700	B.H. COUNTY EMA/SIREN MAINTENANCE	3C	96,187	96,187	0.00%	0	0	96,187	96,187	0	0.00%
15	010-12-1400	FIRE RESCUE	5C	10,529,861	11,116,283	5.57%	62,850	64,145	10,467,011	11,052,138	585,127	5.59%
16	010-12-1402	FIRE RESCUE CHARGEBACKS	5C	36,107	37,336	3.40%	36,107	37,336	0	0	0	0.00%
17	010-18-1405	FIRE-GARAGE PARTS & SERVICE	5C	183,764	202,133	10.00%	0	0	183,764	202,133	18,369	10.00%
18	200-12-1420	FIRE PENSION	5D	1,903,964	1,691,763	-11.15%	0	0	1,903,964	1,691,763	(212,201)	-11.15%
19	010-12-1412	FIRE RESTRICTED PROGRAMS	5C	25,305	25,305	0.00%	25,305	25,305	0	0	0	0.00%
20	010-12-1415	HAZARDS REGIONAL RESPONSE TRG PROG	5C	187,873	73,253	-61.01%	166,500	106,500	21,373	(33,247)	(54,620)	-255.56%
21	010-12-1425	FIRE SAFER GRANT	5C	284,192	336,924	18.56%	284,192	336,924	0	0	0	0.00%
22	010-12-1410	FIRE AMBULANCE SERVICE	6C	3,230,171	3,746,604	15.99%	3,608,500	4,009,500	(378,329)	(262,896)	115,433	-30.51%
23	200-12-1410	FIRE AMBULANCE SERVICE PENSION		398,980	439,877				398,980	439,877	40,897	10.25%
24	010-18-1411	AMBULANCE-GARAGE PARTS & SERVICE	6C	38,500	38,500	0.00%	0	0	38,500	38,500	0	0.00%
25	010-22-5100	BUILDING INSPECTION	7C	1,188,997	1,242,941	4.54%	1,518,965	1,563,669	(329,968)	(320,728)	9,240	-2.80%
26	010-22-5102	BLDG INSPECTION CHARGEBACKS (OUT)	7C	120,044	123,140	2.58%	120,044	123,140	0	0	0	0.00%
27	010-22-5102	BLDG INSPECTION CHARGEBACKS (IN)	7C	12,001	12,381	3.17%	12,001	12,381	0	0	0	0.00%
28												
29		**TOTAL-PUBLIC SAFETY**	**11C**	38,919,401	40,193,671	3.27%	8,676,824	9,121,260	30,242,577	31,072,411	829,834	2.74%
30		**Less Fund 200**		(4,953,297)	(4,647,990)				-	-	-	
31		**TOTAL-GENERAL FUND**		33,966,104	35,545,681							
32	PUBLIC WORKS											
33	010-07-7650	SIDEWALKS	12C	215,000	275,000	27.91%	215,000	275,000	0	0	0	0.00%
34	010-17-7910	PARKING FACILITY MAINTENANCE	13C	9,300	0	-100.00%	0	0	9,300	0	(9,300)	-100.00%
35	010-22-7930	PARKING OPERATIONS	13C	515,000	496,400	-3.61%	515,000	500,000	0	(3,600)	(3,600)	NEW
36	010-29-7700	AIRPORT OPERATIONS	19C	1,132,997	1,152,996	1.77%	1,132,997	1,152,996	0	0	0	0.00%
37	010-01-7800	MET TRANSIT AUTHORITY	21C	1,462,588	1,521,092	4.00%	0	0	1,462,588	1,521,092	58,504	4.00%
38	010-18-7950	CENTRAL GARAGE	21C	484,844	595,034	22.73%	85,300	85,300	399,544	509,734	110,190	27.58%
39	010-18-7952	CENTRAL GARAGE - CHARGEBACKS	21C	530,000	530,000	0.00%	530,000	530,000	0	0	0	0.00%
40	010-18-7955	MOTOR POOL-PASS THROUGH ACCOUNT	21C	2,048,468	2,248,468	9.76%	2,069,559	2,269,559	(21,091)	(21,091)	0	0.00%
41												
42		**TOTAL-PUBLIC WORKS**	**22C**	6,398,197	6,818,990	6.58%	4,547,856	4,812,855	1,850,341	2,006,135	155,794	8.42%
43									-	-	-	
44	HEALTH & SOCIAL SERVICES											
45	010-27-2500	HUMAN RIGHTS COMMISSION	29C	294,554	300,179	1.91%	0	0	294,554	300,179	5,625	1.91%
46	010-27-2505	EEOC CONTRACT	29C	45,000	45,000	0.00%	45,000	45,000	0	0	0	0.00%
47	010-27-2510	FAIR HOUSING ENFORCEMENT	29C	0	0	0.00%	0	0	0	0	0	0.00%
48	010-27-2510	FAIR HOUSING PARTNERSHIP GRANT	29C	0	0	0.00%	0	0	0	0	0	0.00%
49	010-27-2520	HUMAN RIGHTS PROJECTS	29C	0	0	0.00%	0	0	0	0	0	0.00%
50												
51		**TOTAL-HEALTH & SOCIAL SERVICES**	**30C**	339,554	345,179	1.66%	45,000	45,000	294,554	300,179	5,625	1.91%

FYE2022 CERTIFIED AND FYE2023 STAFF REQUEST BUDGET COMPARISON - CITY OF WATERLOO
GENERAL FUND

	A	B	D	E	F	G	H	I	J	K	L	M
1			CERT	FY 2022 BUDGET	FY 2023 BUDGET	%	FY 2022 BUDGET	FY 2023 BUDGET	FY2022TAXES	FY2023TAXES LEVIED		
2	BUDGET CODE	ACTIVITIES-GENERAL FUND	BUDGET	CERTIFIED	STAFF REQ	CHANGE	CERTIFIED	STAFF REQ	LEVIED	$ 19.65361	$ AMOUNT	%
3			LINE	EXPENSE	EXPENSE		REVENUE	REVENUE	$ 18.63188	5.48%	CHANGE	CHANGE
4												
52	**CULTURE & RECREATION**											
53	010-01-4405	CEMETERY OPERATIONAL SUBSIDY	35C	60,000	70,000	16.67%	0	0	60,000	70,000	10,000	16.67%
54	010-01-4220	GROUT MUSEUM	32C	655,956	665,960	1.53%	22,850	20,678	633,106	645,282	12,176	1.92%
55	010-26-4208	YOUTH PAVILION	32C	409,935	454,182	10.79%	90,000	80,700	319,935	373,482	53,547	16.74%
56	010-26-4250	CENTER FOR THE ARTS	32C	826,942	845,326	2.22%	160,000	166,000	666,942	679,326	12,384	1.86%
57	010-26-4251	RIVERLOOP EVENT FACILITIES	32C	15,958	15,882	-0.48%	17,500	22,000	(1,542)	(6,118)	(4,576)	296.76%
58	010-26-4265	C&A GRANTS & PROJECTS	32C	94,000	94,000	0.00%	94,000	94,000	0	0	0	0.00%
59	010-26-4265	CENTER FOR THE ARTS (H/M)	32C	0	0	0.00%	0	0	0	0	0	0.00%
60	010-26-4265	CENTER FOR THE ARTS (DISCR H/M)	32C	19,581	0	-100.00%	19,581	0	0	0	0	0.00%
61	010-33-3100	LIBRARY SERVICES	31C+levy	1,938,955	2,003,197	3.31%	8,000	6,000	1,930,955	1,997,197	66,242	3.43%
62	010-33-3110	LIBRARY - ENRICH IOWA GRANT	31C	19,184	19,747	2.93%	19,184	19,747	0	0	0	0.00%
63	010-33-3150	LIBRARY OPEN ACCESS PLUS	31C	4,000	4,500	12.50%	4,000	4,500	0	0	0	0.00%
64	010-33-3160	LIBRARY GRANTS	31C	53,065	53,065	0.00%	53,065	53,065	0	0	0	0.00%
65	010-33-3180	LIBRARY GIFT & MEMORIAL	31C	5,000	5,000	0.00%	5,000	5,000	0	0	0	0.00%
66	010-33-3190	IOWA LIBRARY SERVICE	31C	4,120	2,153	-47.74%	4,120	2,153	0	0	0	0.00%
67	010-33-3200	COUNTY LIBRARY	31C	70,940	70,940	0.00%	70,940	70,940	0	0	0	0.00%
68	010-33-3210	LIBRARY OPEN ACCESS	31C	10,000	12,200	22.00%	10,000	12,200	0	0	0	0.00%
69	010-37-4100	LEISURE SERVICES - PARKS	33C	1,867,797	1,911,857	2.36%	39,737	39,737	1,828,060	1,872,120	44,060	2.41%
70	010-37-4102	LEISURE SERVICES - PARKS - CHARGEBACKS	33C	950,000	950,000	0.00%	950,000	950,000	0	0	0	0.00%
71	010-37-4105	LEISURE SERVICES PROJECTS	33C	7,000	7,000	0.00%	7,000	7,000	0	0	0	0.00%
72	010-37-4105	LEISURE SERVICES PROJECTS (H/M)	33C	0	0	0.00%	0	0	0	0	0	0.00%
73	010-37-4110	LEISURE SERVICES - DOWNTOWN MTCE	33C	422,728	430,354	1.80%	0	0	422,728	430,354	7,626	1.80%
74	010-37-4120	GOLF COURSES	34C	1,178,418	1,289,178	9.40%	837,779	977,326	340,639	311,852	(28,787)	-8.45%
75	010-37-4125	GOLF COURSE IMPROVEMENTS-SURCHARGE	34C	8,188	8,188	0.00%	8,188	8,188	0	0	0	0.00%
76	010-37-4180	SPORTSPLEX	34C	1,437,500	1,411,000	-1.84%	1,437,500	1,411,000	0	0	0	0.00%
77	010-37-4200	SPORTS & YOUTH SERVICES	34C	653,246	709,745	8.65%	282,400	278,250	370,846	431,495	60,649	16.35%
78	010-37-4500	YOUNG ARENA	36C	837,020	876,608	4.73%	719,000	644,000	118,020	232,608	114,588	97.09%
79												
80		**TOTAL-CULTURE & RECREATION**	**38C**	11,549,533	11,910,082	3.12%	4,859,844	4,872,484	6,689,689	7,037,598	347,909	5.20%
81									-	-	-	
82	**COMMUNITY & ECONOMIC DEVELOPMENT**											
83	010-08-5700	PLANNING & ZONING	42C	712,475	704,838	-1.07%	447,155	447,155	265,320	257,683	(7,637)	-2.88%
84	010-08-5702	PLANNING & ZONING CHARGEBACKS	42C	22,907	23,119	0.93%	22,907	23,119	0	0	0	0.00%
85	010-08-5750	RECREATION AREA DEVELOPMENT	43C	700	700	0.00%	53,000	5,000	(52,300)	(4,300)	48,000	-91.78%
86	010-08-5885	CITY PROPERTY MANAGEMENT	43C	145,200	145,200	0.00%	0	0	145,200	145,200	0	0.00%
87	010-01-5710	INRCOG MEMBERSHIP	43C	35,572	35,572	0.00%	0	0	35,572	35,572	0	0.00%
88	010-08-6100	PLANNING & ZONING-ECONOMIC DEVEL	40C	123,796	127,577	3.05%	123,796	127,577	0	0	0	0.00%
89	010-08-6105	ECONOMIC DEVELOP-SPECIAL PROJECTS	40C	0	0	0.00%	0	0	0	0	0	0.00%
90	010-01-6650	TOURISM PROMOTION-VARIOUS GRTS (H/M)	40C	270,000	270,000	0.00%	270,000	270,000	0	0	0	0.00%
91	010-01-6660	TOURISM PROMOTION-VARIOUS DISCR (H/M)	40C	130,000	130,000	0.00%	130,000	130,000	0	0	0	0.00%
92	010-01-6920	CONVENTION & VISITORS BUREAU (H/M)	40C	675,000	675,000	0.00%	675,000	675,000	0	0	0	0.00%
93	010-22-6860	SULLIVAN CENTER MAINTENANCE	43C	0	42,234	NEW	507,482	549,302	(507,482)	(507,068)	414	-0.08%
94	010-01-6860	SULLIVAN CENTER OPERATIONS	43C	2,779,493	2,351,731	-15.39%	2,272,011	1,844,663	507,482	507,068	(414)	-0.08%
95	010-32-5850	COMM DEVEL-ADMINISTRATIVE	41C	0	0	0.00%	0	0	0	0	0	0.00%
96	010-32-5861	COMM DEVEL-LHAP HOUSING POOL	41C	62,440	62,440	0.00%	62,440	62,440	0	0	0	0.00%
97									0	0	0	0.00%
98		**TOTAL-COMMUNITY & ECONOMIC DEV**	**45C**	4,957,583	4,568,411	-7.85%	4,563,791	4,134,256	393,792	434,155	40,363	10.25%
99									-	-	-	

FYE2022 CERTIFIED AND FYE2023 STAFF REQUEST BUDGET COMPARISON - CITY OF WATERLOO
GENERAL FUND

	A	B	D	E	F	G	H	I	J	K	L	M
1			CERT	FY 2022 BUDGET	FY 2023 BUDGET	%	FY 2022 BUDGET	FY 2023 BUDGET	FY2022TAXES	FY2023TAXES LEVIED		
2	BUDGET CODE	ACTIVITIES-GENERAL FUND	BUDGET	CERTIFIED	STAFF REQ	CHANGE	CERTIFIED	STAFF REQ	LEVIED	$ 19.65361	$ AMOUNT	%
3			LINE	EXPENSE	EXPENSE		REVENUE	REVENUE	$ 18.63188	5.48%	CHANGE	CHANGE
4												
100												
101	GENERAL GOVERNMENT											
102	010-01-8200	MAYOR'S OFFICE	46C	549,311	563,067	2.50%	0	0	549,311	563,067	13,756	2.50%
103	010-01-8280	COMMUNICATIONS	46C	10,891	11,200	2.84%	0	0	10,891	11,200	309	2.84%
104	010-01-8220	ADMIN SERVICES/MIS	46C	381,473	425,618	11.57%	3,445	3,445	378,028	422,173	44,145	11.68%
105	010-01-8222	ADMIN SERVICES/MIS - CHARGEBACKS	46C	131,429	130,057	-1.04%	131,429	130,057	0	0	0	0.00%
106	010-02-8100	CITY COUNCIL	46C	79,085	84,851	7.29%	0	0	79,085	84,851	5,766	7.29%
107	010-03-8400	CITY CLERK AND FINANCE	47C	1,417,892	1,482,479	4.56%	5,917,686	6,174,086	(4,499,794)	(4,691,607)	(191,813)	4.26%
108	010-03-8400	CITY CLERK AND FINANCE - ELECTION COST	48C	60,000	0	-100.00%	0	0	60,000	0	(60,000)	-100.00%
109	010-03-8402	CITY CLERK AND FINANCE - CHARGEBACKS	47C	161,437	163,304	1.16%	161,437	163,304	0	0	0	0.00%
110	010-06-8600	CITY ATTORNEY	49C	321,597	326,511	1.53%	0	0	321,597	326,511	4,914	1.53%
111	010-03-8900	LIABILITY INSURANCE	51C	1,630,969	1,707,249	4.68%	0	0	1,630,969	1,707,249	76,280	4.68%
112	010-03-8902	LIABILITY INSURANCE - CHARGEBACKS	51C	500,000	500,000	0.00%	500,000	500,000	0	0	0	0.00%
113	010-03-8905	HEALTH/LIFE INSURANCE		0	0	0.00%	0	0	0	0	0	0.00%
114	010-03-8950	SELF FUNDED HEALTH INSURANCE	52C	2,770,000	2,770,000	0.00%	2,770,000	2,770,000	0	0	0	0.00%
115	010-03-8960	SELF FUNDED WORK COMP	52C	837,457	1,105,000	31.95%	100,000	0	737,457	1,105,000	367,543	49.84%
116	010-03-8150	PUBLIC ACCESS STUDIO	52C	169,934	173,828	2.29%	30,350	30,000	139,584	143,828	4,244	3.04%
117	010-03-8970	PRINT SHOP	52C	46,000	46,000	0.00%	0	0	46,000	46,000	0	0.00%
118	010-09-2600	EMPLOYEE ASSISTANCE PROGRAM	52C	14,500	14,500	0.00%	0	0	14,500	14,500	0	0.00%
119	010-09-8250	HUMAN RESOURCES	52C	447,739	456,574	1.97%	0	0	447,739	456,574	8,835	1.97%
120	010-09-8252	HUMAN RESOURCES - CHARGEBACKS	52C	32,500	32,500	0.00%	32,500	32,500	0	0	0	0.00%
121	010-09-8255	SAFETY COMMITTEE	52C	15,000	15,000	0.00%	0	0	15,000	15,000	0	0.00%
122	010-22-8800	CITY HALL/FACILITIES MAINTENANCE	50C	700,217	713,920	1.96%	25,000	25,000	675,217	688,920	13,703	2.03%
123	010-22-8820	CITY FACILITIES RESTRICTED PROJECTS	50C	5,085	5,085	0.00%	5,085	5,085	0	0	0	0.00%
124	010-22-8850	VETERANS MEMORIAL HALL	50C	8,815	8,815	0.00%	0	0	8,815	8,815	0	0.00%
125	200-09-8980	UNEMPLOYMENT FUND	52D	17,472	17,472	0.00%	0	0	17,472	17,472	0	0.00%
126												
127		**TOTAL-GENERAL GOVERNMENT**	**53C**	10,308,803	10,753,030	4.31%	9,676,932	9,833,477	631,871	919,553	287,682	45.53%
128									-	-	-	
129												
130	TRANSFERS											
131	010-03-9050		75C	0	0	0.00%	0		0	0	0	0.00%
132	010-03-9050	TIF ECONOMIC DEV TRANSFER (INTERNAL TI	76C	147,000	147,000	0.00%	147,000	147,000	0	0	0	0.00%
133	010-08-9050	PLANNING & ZONING TRANSFER (TIF)				0.00%						
134		**TOTAL-TRANSFERS**	77C	147,000	147,000	0.00%	147,000	147,000	0	0	0	0.00%
135												
136		STATE REPLACEMENT FUNDS (COMM/IND ROLLBACK)		0			1,250,000	1,233,427	(1,250,000)	(1,233,427)	16,573	-1.33%
137	010-03-8400	PROPOSED USE OF FUND BALANCE		0		0.00%	2,447,505	750,000	(2,447,505)	(750,000)	1,697,505	-69.36%
138		BACKFILL ADJUSTMENT			0	0.00%	0	0	0	0	0	0.00%
139								0				
140		**TOTAL CITY BUDGET - GENERAL FUND**		72,620,071	74,736,363	2.91%	36,214,752	34,949,759	36,405,319	39,786,604	3,381,285	9.29%

FYE2022 CERTIFIED AND FYE2023 STAFF REQUEST BUDGET COMPARISON - CITY OF WATERLOO
GENERAL FUND

	A	B	D	E	F	G	H	I	J	K	L	M
1			CERT	FY 2022 BUDGET	FY 2023 BUDGET	%	FY 2022 BUDGET	FY 2023 BUDGET	FY2022TAXES	FY2023TAXES LEVIED		
2	BUDGET CODE	ACTIVITIES-GENERAL FUND	BUDGET	CERTIFIED	STAFF REQ	CHANGE	CERTIFIED	STAFF REQ	LEVIED	$ 19.65361	$ AMOUNT	%
3			LINE	EXPENSE	EXPENSE		REVENUE	REVENUE	$ 18.63188	5.48%	CHANGE	CHANGE
4												
141									-	-	-	
142		TAXABLE VALUATION					FYE2022	FYE2023	Increase	% Increase		
143							(In Thousands)	(In Thousands)	(Decrease)	(Decrease)		
144		Taxable valuation - including TIF but excluding gas & electric utility values					2,588,994	2,648,753	59,759	2.31%		
145		Taxable valuation - excluding TIF & gas & electric utility values					2,271,583	2,308,938	37,355	1.64%		
146		Taxable valuation - including TIF and electric utility values					2,662,248	2,729,748	67,500	2.54%		
147		Taxable valuation - excluding TIF but including gas & electric utility values					2,344,837	2,389,933	45,096	1.92%		
148		Commercial/Industrial Property Rollback					112,840	112,840	-	0.00%		
149		Commercial/Industrial Property Rollback for Debt Service					112,840	128,884	16,044	14.22%		
150		Taxable valuation - Ag Land					15,138	15,592	454	3.00%		
151		Tax Askings per One Cent of Levy					23,448	23,899	451	1.92%		
152							75.00%	68.92%				
153								67.87%				
154		PROPERTY TAX LEVY ANALYSIS:		FY2022 TAX	FY2022 TAX	FY2023 TAX	STATE BACKFILL	FY2023 TAX	$ AMOUNT			
155				LEVY	RATE	LEVY	CORP ROLLBACK	RATE	CHANGE			
156		DEBT SERVICE LEVY		7,602,100	$ 2.85552	7,602,100	243,604	$ 2.78491	$ -			
157		POLICE & FIRE PENSION SYSTEM		4,953,297	$ 2.11243	4,647,990	148,941	$ 1.94482	$ (305,307)			
158		EMERGENCY MGMT COMMISSION LEVY		96,187	$ 0.04102	96,187	3,083	$ 0.04025	$ -			
159		TRANSIT LEVY		1,462,588	$ 0.62375	1,521,092	48,742	$ 0.63646	$ 58,504			
160		TORT INSURANCE LEVY		1,630,969	$ 0.69556	1,707,249	54,707	$ 0.71435	$ 76,280			
161		FICA/IPERS LEVY		2,178,526	$ 0.92907	2,178,526	69,809	$ 0.91154	$ -			
162		HEALTH INSURANCE LEVY		5,024,002	$ 2.14258	7,747,222	248,254	$ 3.24161	$ 2,723,220			
163		WORKERS COMP. INSURANCE LEVY		737,457	$ 0.31450	1,105,000	35,409	$ 0.46236	$ 367,543			
164		UNEMPLOYMENT LEVY		17,472	$ 0.00745	17,472	560	$ 0.00731	$ -			
165		LIBRARY VOTED LEVY		633,106	$ 0.27000	645,282	20,678	$ 0.27000	$ 12,176			
166		EMERGENCY LEVY		633,106	$ 0.27000	645,282	20,678	$ 0.27000	$ 12,176			
167		GROUT LEVY		633,106	$ 0.27000	645,282	20,678	$ 0.27000	$ 12,176			
168		AG LAND LEVY		45,471		46,836			$ 1,365			
169		GENERAL FUND $8.10 LEVY		18,993,138	$ 8.09998	19,428,466	620,326	$ 8.10000	$ 435,328			
171		TOTAL PROPERTY TAX LEVY		$ 44,640,525	$ 18.63185	$ 48,033,986	$ 1,535,469	$ 19.65361	$ 3,393,461	$ 3,369,109		
172		ROLLBACK REPLACEMENT - GENERAL LEVY NCLUDING EMPLOYEE BENEFITS LEVY, EXCL DEBT SERVICE					$ 1,250,509		$ -			
173		ROLLBACK REPLACEMENT - GENERAL LEVY					$ 768,214					
174		ROLLBACK REPLACEMENT - EMPLOYEE BENEFITS, EMERGENCY LEVIES				$ 11,676,030	$ 523,651					
175		AMOUNT CHANGE IN TAX LEVY				$ 3,393,461		$ 1.02				
176		% CHANGE				7.60%		5.48%				
177		AMOUNT (OVER) UNDER $8.10 LEVY LIMIT				**(70,010)**		$ (0.02929)				
178		ADJUSTED TOTAL PROPERTY TAX LEVY (AT GF $8.10 LEVY LIMIT)				19,358,456		**$ 19.65361**		15.6164		
179								**$ 16.32870**	1.32905			
180		GENERAL FUND $8.10 LEVY INCREASE (DECREASE)				365,318						
181		**TOTAL PROPERTY TAX COLLECTION INCREASE**				**7.44%**						
182												
183		**Maximum Levy under 384.15A**		**35,726,742**	$ 15.23634	**39,094,486**		$ 16.32870	**3,367,744**	9.43%		
184					2,532,470	(835,270)						

FYE2022 CERTIFIED AND FYE2023 STAFF REQUEST BUDGET COMPARISON - CITY OF WATERLOO
GENERAL FUND

	A	B	D	E	F	G	H	I	J	K	L	M
1			CERT	FY 2022 BUDGET	FY 2023 BUDGET	%	FY 2022 BUDGET	FY 2023 BUDGET	FY2022TAXES	FY2023TAXES LEVIED		
2	BUDGET CODE	ACTIVITIES-GENERAL FUND	BUDGET	CERTIFIED	STAFF REQ	CHANGE	CERTIFIED	STAFF REQ	LEVIED	$ 19.65361	$ AMOUNT	%
3			LINE	EXPENSE	EXPENSE		REVENUE	REVENUE	$ 18.63188	5.48%	CHANGE	CHANGE
4												
185		**Residential Tax Askings**		Home Value	Avg Revaluation	Adj Value	Rollback	Tax	Incr (Decr)	Monthly Change	% Change	
187	**$ 19.65361**	FYE2023		152,234	5.72%	160,942	0.541302	1,712.19	112.19	9.35	7.01%	
188	$ 18.63188	FYE2022		152,234		152,234	0.564094	1,600.00	53.93	4.49	3.49%	
189	$ 18.44026	FYE2021		152,234		152,234	0.550743	1,546.07	25.56	2.13	1.68%	
190	$ 17.54799	FYE2020		152,234		152,234	0.56918	1,520.51	42.44	3.54	2.87%	
191	$ 17.45595	FYE2019		152,234	Ind reval	152,234	0.556209	1,478.07	(47.52)	(3.96)	-3.11%	
192	$ 17.60000	FYE2018		152,234		152,234	0.569391	1,525.58	34.74	2.90	2.33%	
193	$ 17.60522	FYE2017		147,973	2.88%	152,234	0.556259	1,490.84	25.86	2.16	1.77%	
194	$ 17.76370	FYE2016		147,973		147,973	0.557335	1,464.98	19.92	1.66	1.38%	
195	$ 17.95159	FYE2015		154,138	-4%	147,973	0.544002	1,445.06	20.93	1.74	1.47%	
196	$ 17.49319	FYE2014		154,138		154,138	0.528166	1,424.13	(0.01)	(0.00)	0.00%	
197	$ 18.20505	FYE2013		154,138		154,138	0.507518	1,424.14	37.79	3.15	2.73%	
198	$ 18.53335	FYE2012		154,138		154,138	0.485299	1,386.35	65.76	5.48	4.98%	
199	$ 18.26406	FYE2011		154,138		154,138	0.469094	1,320.59	34.15	2.85	2.65%	
200	$ 18.30689	FYE2010		154,138		154,138	0.455893	1,286.43	38.51	3.21	3.09%	
201	$ 18.36687	FYE2009		144,054	7%	154,138	0.440803	1,247.93	16.26	1.36	1.32%	
202	$ 18.76669	FYE2008		144,054		144,054	0.455596	1,231.67	(17.04)	(1.42)	-1.36%	
203	$ 18.84580	FYE2007		132,160	9%	144,054	0.45996	1,248.71	34.44	2.87	2.84%	
204	$ 19.15566	FYE2006		132,160		132,160	0.479642	1,214.27	10.97	0.91	0.91%	
205	$ 18.78999	FYE2005		118,000	12%	132,160	0.484558	1,203.30	56.70	4.72	4.95%	
206	$ 18.90914	FYE2004		118,000		118,000	0.513874	1,146.60	26.52	2.21	2.37%	
207	$ 18.37162	FYE2003		100,000	18%	118,000	0.516676	1,120.08	118.52	9.88	11.83%	
208	$ 17.80075	FYE2002		100,000	N/A	100,000	0.562651	1,001.56	96.99	8.08	10.72%	
209	$ 16.49097	FYE2001		100,000		100,000	0.548525	904.57				
211		**Commercial Tax Askings**		Property Value	Avg. Revaluation	Adj Value	Rollback	Tax	Incr (Decr)	Monthly Change	% Change	
213	**$ 19.65361**	FYE2023		752,427		752,427	0.90	13,309.12	691.90	57.66	5.48%	
214	$ 18.63188	FYE2022		752,427		752,427	0.90	12,617.22	129.76	10.81	1.04%	
215	$ 18.44026	FYE2021		752,427		752,427	0.90	12,487.45	604.23	50.35	5.08%	
216	$ 17.54799	FYE2020		752,427		752,427	0.90	11,883.22	62.33	5.19	0.53%	
217	$ 17.45595	FYE2019		752,427		752,427	0.90	11,820.90	(97.55)	(8.13)	-0.82%	
218	$ 17.60000	FYE2018		752,427		752,427	0.90	11,918.44	(3.53)	(0.29)	-0.03%	
219	$ 17.60522	FYE2017		752,427		752,427	0.90	11,921.98	(107.32)	(8.94)	-0.89%	
220	$ 17.76370	FYE2016		752,427		752,427	0.90	12,029.30	(802.60)	(66.88)	-6.25%	
221	$ 17.95159	FYE2015		752,427		752,427	0.95	12,831.90	(330.45)	(27.54)	-2.51%	
222	$ 17.49319	FYE2014		752,427		752,427	1	13,162.35	(535.62)	(44.64)	-3.91%	
223	$ 18.20505	FYE2013		752,427		752,427	1	13,697.97	(247.02)	(20.59)	-1.77%	
224	$ 18.53335	FYE2012		752,427		752,427	1	13,944.99	202.62	16.89	1.47%	
225	$ 18.26406	FYE2011		752,427		752,427	1	13,742.37	(32.23)	(2.69)	-0.23%	
226	$ 18.30689	FYE2010		752,427		752,427	1	13,774.60	(7.98)	(0.67)	-0.06%	
227	$ 18.36687	FYE2009		690,300	9%	752,427	0.997312	13,782.58	827.94	68.99	6.39%	
228	$ 18.76669	FYE2008		690,300	N/A	690,300	1	12,954.65	55.85	4.65	0.43%	
229	$ 18.84580	FYE2007		690,300	N/A	690,300	0.991509	12,898.79	(324.36)	(27.03)	-2.45%	
230	$ 19.15566	FYE2006		690,300	N/A	690,300	1	13,223.15	348.79	29.07	2.71%	
231	$ 18.78999	FYE2005		585,000	18%	690,300	0.99257	12,874.36	1,812.51	151.04	16.39%	
232	$ 18.90914	FYE2004		585,000	N/A	585,000	1	11,061.85	554.11	46.18	5.27%	
233	$ 18.37162	FYE2003		585,000	N/A	585,000	0.977701	10,507.74	94.30	7.86	0.91%	
234	$ 17.80075	FYE2002		585,000	N/A	585,000	1	10,413.44	766.22	63.85	7.94%	
235	$ 16.49097	FYE2001		500,000	17%	585,000	1	9,647.22				

FYE2022 CERTIFIED AND FYE2023 STAFF REQUEST BUDGET COMPARISON - CITY OF WATERLOO
GENERAL FUND

	A	B	D	E	F	G	H	I	J	K	L	M
1			CERT	FY 2022 BUDGET	FY 2023 BUDGET	%	FY 2022 BUDGET	FY 2023 BUDGET	FY2022TAXES	FY2023TAXES LEVIED		
2	BUDGET CODE	ACTIVITIES-GENERAL FUND	BUDGET	CERTIFIED	STAFF REQ	CHANGE	CERTIFIED	STAFF REQ	LEVIED	$ 19.65361	$ AMOUNT	%
3			LINE	EXPENSE	EXPENSE		REVENUE	REVENUE	$ 18.63188	5.48%	CHANGE	CHANGE
4												
237		**Industrial Tax Askings**				Adj Value	Rollback	Tax	Incr (Decr)	Monthly Change	% Change	
239	**$ 19.65361**	FYE2023		1,000,000	N/A	1,000,000	0.90	17,688.25	919.56	76.63	5.48%	
240	$ 18.63188	FYE2022		1,000,000	N/A	1,000,000	0.90	16,768.69	172.46	14.37	1.04%	
241	$ 18.44026	FYE2021		1,000,000	N/A	1,000,000	0.90	16,596.23	803.04	66.92	5.08%	
242	$ 17.54799	FYE2020		1,000,000	N/A	1,000,000	0.90	15,793.19	82.84	6.90	0.53%	
243	$ 17.45595	FYE2019		1,000,000	N/A	1,000,000	0.90	15,710.36	(129.65)	(10.80)	-0.82%	
244	$ 17.60000	FYE2018		1,000,000	N/A	1,000,000	0.90	15,840.00	(4.70)	(0.39)	-0.03%	
245	$ 17.60522	FYE2017		1,000,000	N/A	1,000,000	0.90	15,844.70	(142.63)	(11.89)	-0.89%	
246	$ 17.76370	FYE2016		1,000,000	N/A	1,000,000	0.90	15,987.33	(1,066.68)	(88.89)	-6.25%	
247	$ 17.95159	FYE2015		1,000,000	N/A	1,000,000	0.95	17,054.01	(439.18)	(36.60)	-2.51%	
248	$ 17.49319	FYE2014		1,000,000	N/A	1,000,000	1	17,493.19	(711.86)	(59.32)	-3.91%	
249	$ 18.20505	FYE2013		1,000,000	N/A	1,000,000	1	18,205.05	(328.30)	(27.36)	-1.77%	
250	$ 18.53335	FYE2012		1,000,000	N/A	1,000,000	1	18,533.35	269.29	22.44	1.47%	
251	$ 18.26406	FYE2011		1,000,000	N/A	1,000,000	1	18,264.06	(42.83)	(3.57)	-0.23%	
252	$ 18.30689	FYE2010		1,000,000	N/A	1,000,000	1	18,306.89	(59.98)	(5.00)	-0.33%	
253	$ 18.36687	FYE2009		1,000,000	N/A	1,000,000	1	18,366.87	(399.82)	(33.32)	-2.13%	
254	$ 18.76669	FYE2008		1,000,000	N/A	1,000,000	1	18,766.69	(79.11)	(6.59)	-0.42%	
255	$ 18.84580	FYE2007		1,000,000	N/A	1,000,000	1	18,845.80	(309.86)	(25.82)	-1.62%	
256	$ 19.15566	FYE2006		1,000,000	N/A	1,000,000	1	19,155.66	365.67	30.47	1.95%	
257	$ 18.78999	FYE2005		1,000,000	N/A	1,000,000	1	18,789.99	(119.15)	(9.93)	-0.63%	
258	$ 18.90914	FYE2004		1,000,000	N/A	1,000,000	1	18,909.14	537.52	44.79	2.93%	
259	$ 18.37162	FYE2003		1,000,000	N/A	1,000,000	1	18,371.62	570.87	47.57	3.21%	
260	$ 17.80075	FYE2002		1,000,000	N/A	1,000,000	1	17,800.75	1,309.78	109.15	7.94%	
261	$ 16.49097	FYE2001		1,000,000	N/A	1,000,000	1	16,490.97				
262												
263		**Multi-Residential Tax Askings**				Adj Value	Rollback	Tax	Incr (Decr)	Monthly Change	% Change	
265	**$ 19.65361**	FYE2023		500,000	N/A	500,000	0.6375	6,264.59	(23.67)	(1.97)	-0.38%	
266	$ 18.63188	FYE2022		500,000	N/A	500,000	0.6750	6,288.26	(281.08)	(23.42)	-4.28%	
267	$ 18.44026	FYE2021		500,000	N/A	500,000	0.7125	6,569.34	(11.15)	(0.93)	-0.17%	
268	$ 17.54799	FYE2020		500,000	N/A	500,000	0.7500	6,580.50	(292.78)	(24.40)	-4.26%	
269	$ 17.45595	FYE2019		500,000	N/A	500,000	0.7875	6,873.28	(386.72)	(32.23)	-5.33%	
270	$ 17.60000	FYE2018		500,000	N/A	500,000	0.8250	7,260.00	(332.25)	(27.69)	-4.38%	
271	$ 17.60522	FYE2017		500,000	N/A	500,000	0.8625	7,592.25	(401.41)	(33.45)	-5.02%	
272	$ 17.76370	FYE2016		500,000	N/A	500,000	0.9000	7,993.67	(533.34)	(44.45)	-6.25%	
273	$ 17.95159	FYE2015		500,000	N/A	500,000	0.9500	8,527.01	(219.59)	(18.30)	-2.51%	
274	$ 17.49319	FYE2014		500,000	N/A	500,000	1	8,746.60				

CITY OF WATERLOO

Council Communication

Resolution approving Black Hawk County Gaming Association Grant Application in the amount of $6.5 million for transforming Gates and Byrnes Parks

City Council Meeting: 2/21/2022
Prepared: 2/7/2022

ATTACHMENTS:

	Description	Type
	LOI Gaming Grant Gates and Byrnes Transformation	Backup Material
	council presentation Jan. 31	Backup Material

SUBJECT:	Resolution approving Black Hawk County Gaming Association Grant Application in the amount of $6.5 million for transforming Gates and Byrnes Parks.
Submitted by:	Submitted By: Paul Huting, Leisure Services Director
Recommended Action:	Recommend Approval
Summary Statement:	This grant would be to help fund elements of the Gates Park Master Plan and the Aquatics Master Plan as presented in the Jan.31, 2022 Council Work Session.
Neighborhood Impact:	This project will have a large positive impact on neighborhoods surrounding Gates and Byrnes Parks.
Data/Analysis and Strategies:	Ballard King and Associates have done a comprehensive analysis of demographics and service areas as part of their Aquatics Master Plan,
Community Engagement Methods:	Public input has been provided by a variety of methods including comprehensive surveys and gathering input from a Focus Group at multiple meetings. Neighborhood Services has been a key partner in assuring neighborhood voices are hear about what elements are desired in this transformational project.
Expenditure Required/Source of Funds:	The grant request is in the amount of $6.5 million for a $13 million project. If all elements of the plans are implemented the total cost will be approximately $16 million, so phasing some parts might be necessary. Additional grants will be sought from multiple other charitable funders and government grants. $4.5 million over the next 3 years is being requested from the City Capital Improvements Program to be used as matching funds.
Alternative:	The current outdoor pools have exceeded their usable life and must be replaced or removed soon.

LOI

Public Profile

Transforming Gates and Byrnes Parks.

Process: FY22 - Spring

Contact Info | Request

Applicant:
Bob Etringer
bob.etringer@waterloo-ia.org

1101 Campbell
Waterloo, IA 50701 Black Hawk

Contact Email History

Organization:
Waterloo Leisure Services
42-6005327
319-291-4370
1101 Campbell
Waterloo, IA 50701 Black Hawk

If your organization information does not appear correct, please contact the funder. Thank you.

LOI | Application

LOI Packet | Question List

Fields with an asterisk (*) are required.

Question Group

Project Title*

Transforming Gates and Byrnes Parks.

Project Summary*

In a few sentences, please describe your project and the primary use of the requested funds. Don't worry, you'll have room for more details below.

Based on the outcome and recommendations of Ballard*King & Associates, Water Technology Inc. as well as feedback from public meetings and focus groups the City of Waterloo is ready to move ahead with an ambitious plan to transform their two anchor parks within their vast park system. This would include adding unique and exciting elements to the historic Gates Park. A key component of this undertaking would be to make a more seamless connection between both areas of the 235 acre park. Amenities such as a spray park, an inclusive park and a high quality battery of outdoor well lit basketball courts are a few of the ideas that will be implemented as part

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Please indicate you have read and understand the Black Hawk County Gaming Association Funding Criteria (https://www.bhcga.org/funding-criteria). Our board tends to favor:

- Public, community centered projects
- Capital improvement
- Transformational initiatives
- Operating requests, but only if the program or service is NEW

◉ Yes
○ No

Staff Communication*

Our staff members are available to help strengthen proposals and ensure their alignment with funding priorities for the BHCGA. Have you met with BHCGA Staff to discuss this project?

◉ Yes
○ No

Mission Statement/Organizational Purpose*

Enter your mission statement and describe your organization's purpose. If applicable, mention any important achievements or awards your organization has received.

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

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Organization Type*

Please identify your organizational structure. BHCGA does not fund organizations that use a fiscal sponsor.

○ Nonprofit 501(c)3 or 501(c)19
◉ Government (Municipality, department, or school district)

Project Description*

Please share more details about your project, including goals you seek to achieve and how the proposed project will be successfully realized.

This project will be one of the most transformational project within the storied park system of Waterloo since many of the parks were originally developed. The project will position each park as a unique destination for both our residents as well as numerous visitors from neighboring communities. With unique offerings like a large spray park, and expansive inclusion park and a first class outdoor basketball complex, historic Gates Park will be completely reinvigorated and brought back to being a vibrant park that the community can be proud of! While Byrnes Park will see it's failing 40+ year old pool replaced with a more modern and efficient layout that will better

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Amount Requested*

Collaboration is important to the BHCGA. We will not consider funding more than 50% of the project. Vehicle requests will not be considered if more than 30% is requested.

$ 6,500,000.00

Total Project Budget*

$ 13,000,000.00

Project State Date*

Please note projects cannot start before the award date (April 20, 2022).

08/01/2022

Project End Date*

Most of the time, we prefer to fund projects that are completed one year from the award date.

05/01/2024

Abandon Request

CITY OF WATERLOO, IOWA AQUATIC MASTER PLAN

BALLARD*KING & ASSOCIATES

WATER TECHNOLOGY, INC.

RITLAND + KUIPER LANDSCAPE

1/31/2022

AGENDA

- INTRODUCTION TO THE PROCESS
- CONDITION OF EXISTING CITY FACILITIES
- PROCESS FOR AQUATIC MASTER PLANNING
- PUBLIC INPUT
- BYRNES PARK FUTURE
- GATES PARK FUTURE AND WORKING PLAN
- QUESTIONS & ANSWERS

INTRODUCTION

- WHAT WE'VE DONE
- WHY WE'VE DONE IT
- WHO HAS DONE THIS FOR US

SHOULD THE CITY BE IN THE BUSINESS OF AQUATICS?

- THE CITY IS……
  - COMMITTED TO OFFERING AQUATIC FACILITIES AND PROGRAMS.
  - STRONG FEELING THAT “SWIMMING” IS A LIFE SKILL THAT SHOULD BE OFFERED BY THE CITY.
  - AFFORDABILITY IS AND SHOULD CONTINUE TO BE A HALLMARK.

CONDITION OF EXISTING FACILITIES

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

BYRNES PARK – EXISTING CONDITIONS

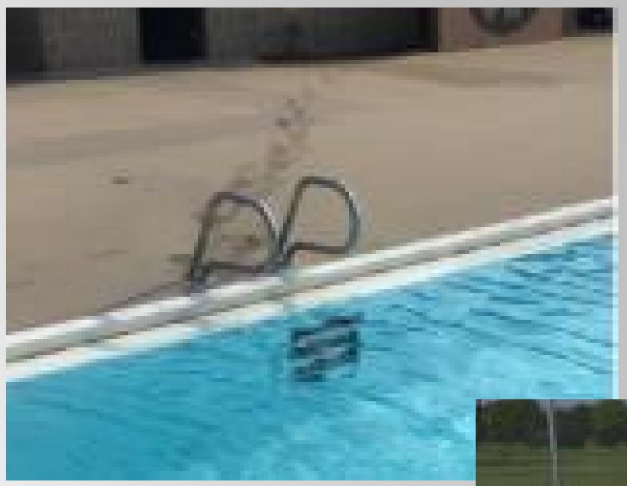






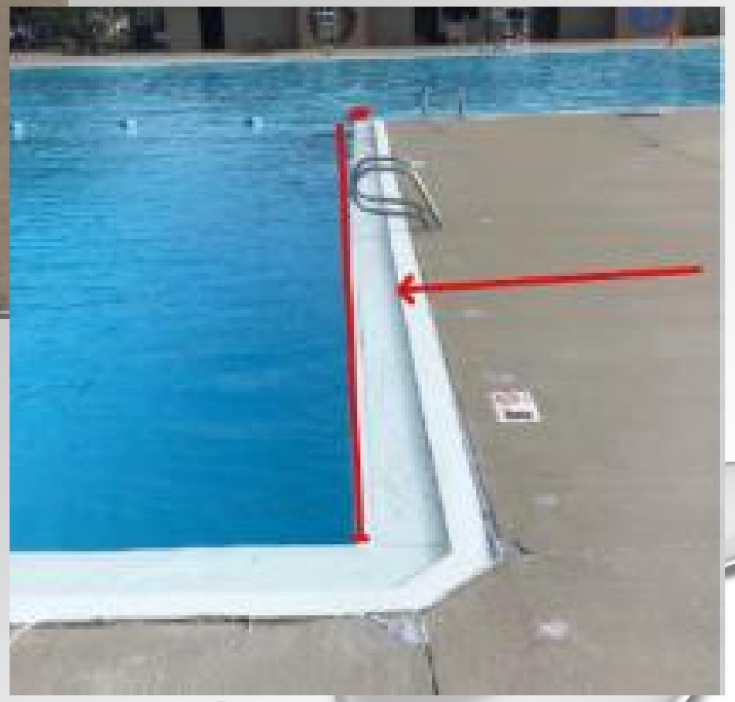


BYRNES PARK – EXISTING CONDITIONS









GATES PARK – EXISTING CONDITIONS

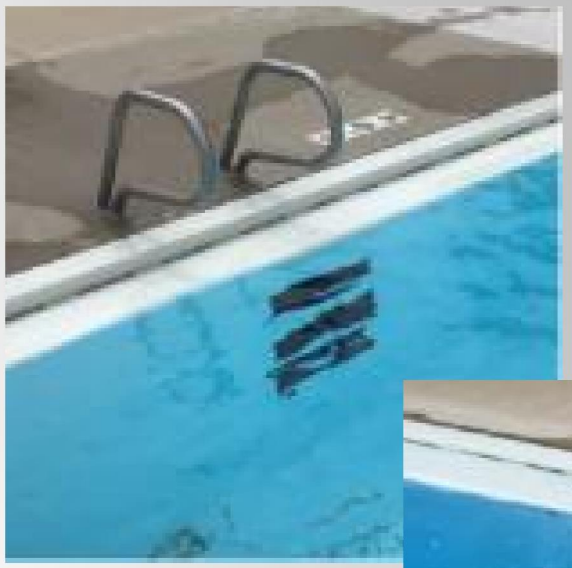


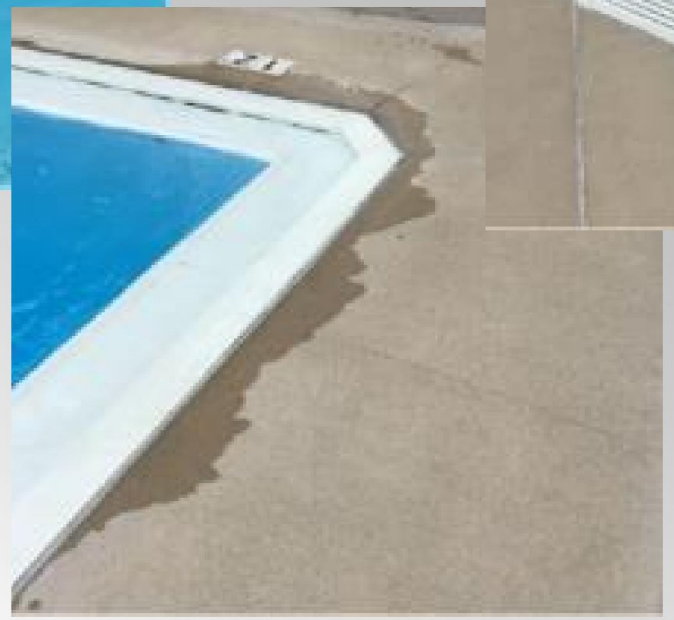






GATES PARK – EXISTING CONDITIONS



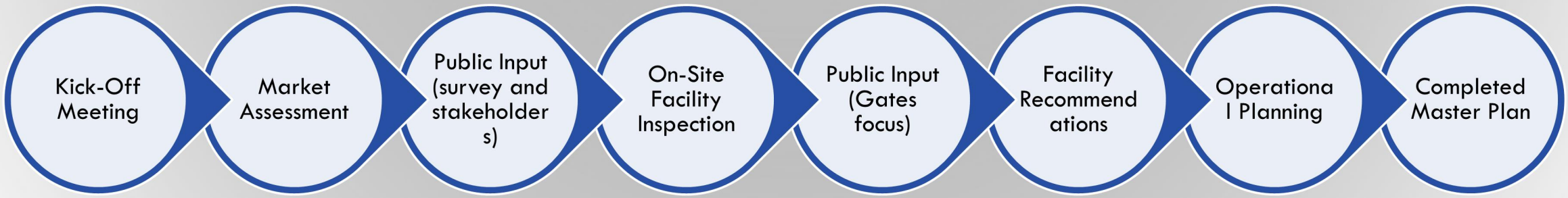






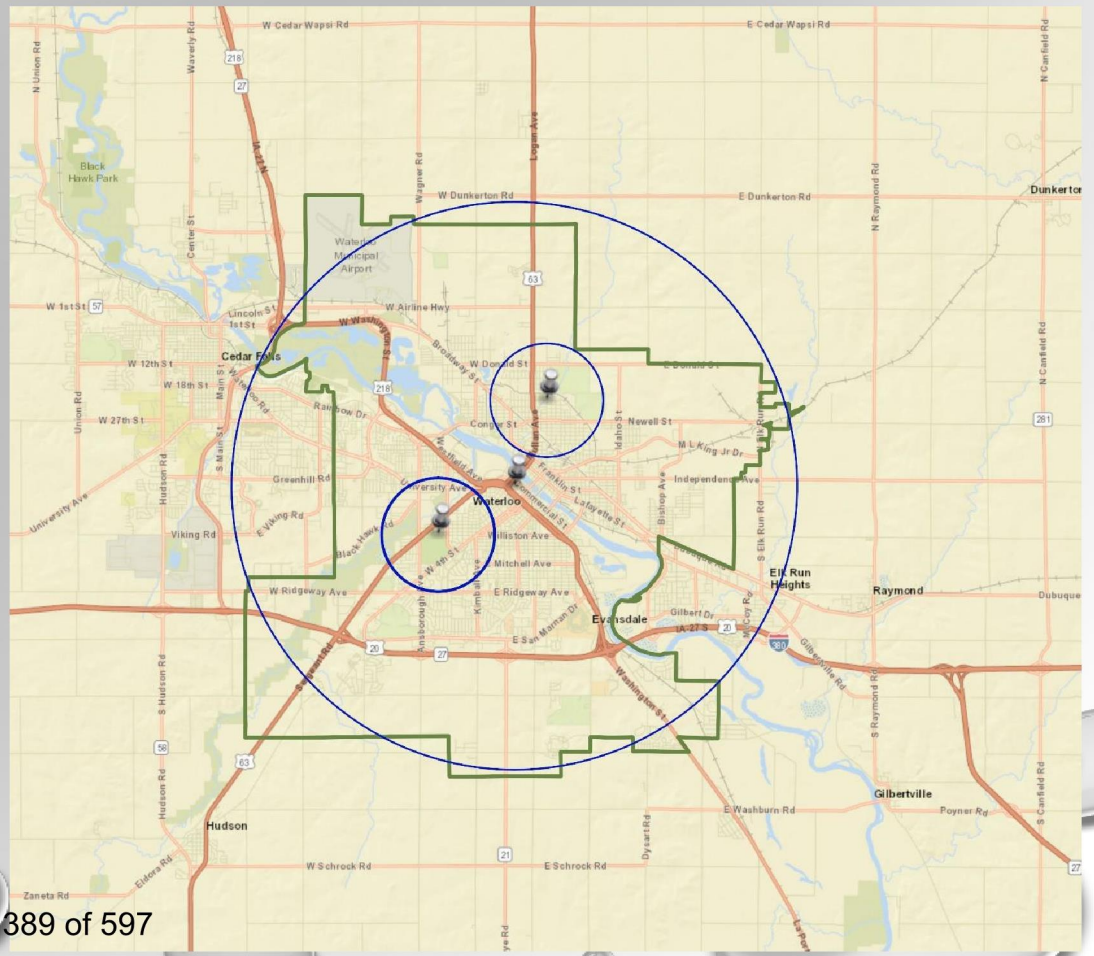


THE PROCESS


Kick-Off Meeting
Market Assessment
Public Input (survey and stakeholders)
On-Site Facility Inspection
Public Input (Gates focus)
Facility Recommendations
Operational Planning
Completed Master Plan

MARKET

- AMPLE POPULATION
- DIVERSITY BY LOCATION
- MEDIAN AGE = YOUTH/FAMILIES
- MEDIAN INCOME = FLUCTUATION

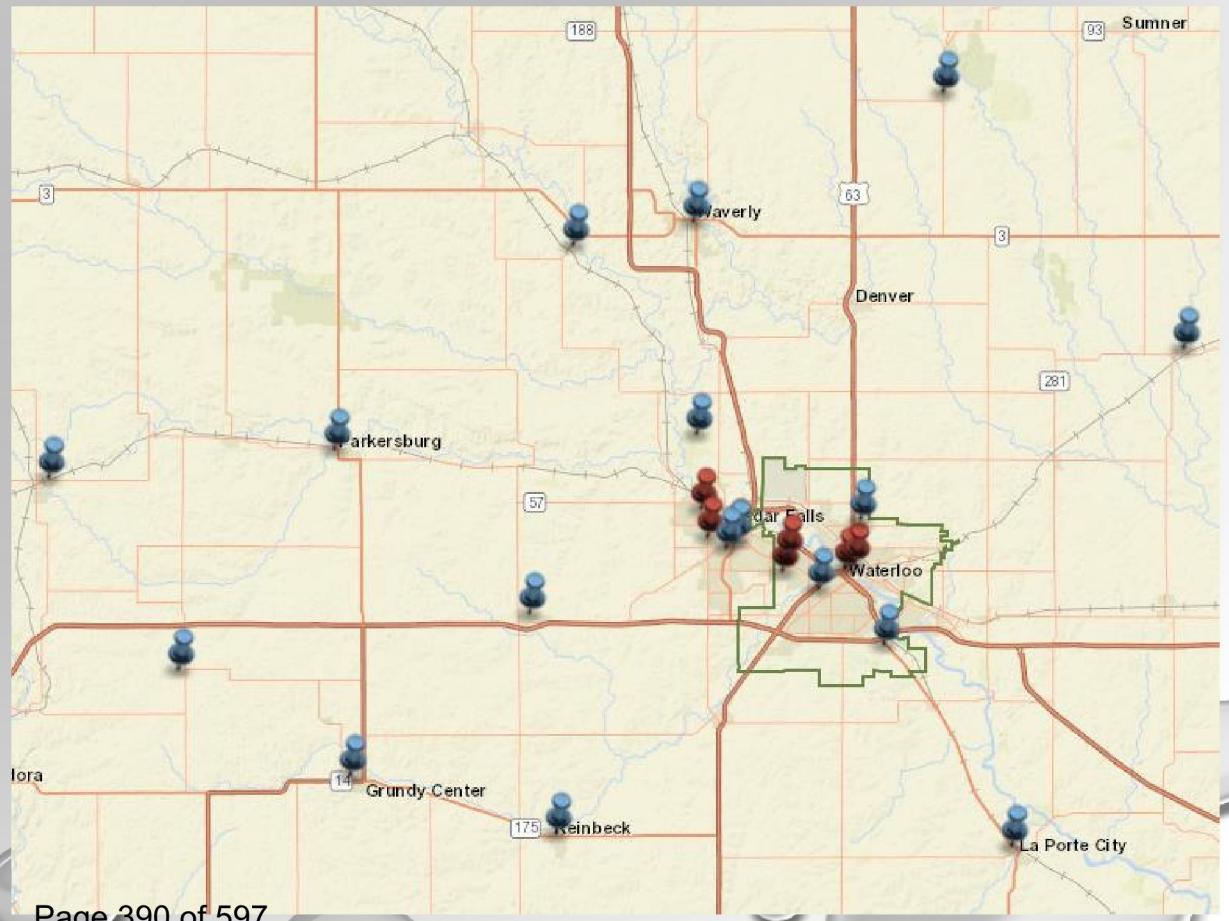


PARTICIPATION

- ADULT SWIMMING – STRONG IN AREA

- 16.1% PARTICIPATION IN SWIMMING
- 9,951 INDIVIDUALS (AGE 7+)
- 447,102 POOL VISITS

- 55-64 12-17 7-11



SURVEY KEY FINDINGS

- 990 RESPONSES COLLECTED
- 56.7% RESIDENTS
- TOP 3 AQUATIC PROGRAMS
  - OPEN SWIM / RECREATION SWIM
  - LIFEGUARD TRAINING
  - GROUP SWIM LESSONS
- WEEKLY VISITS – 68.3%
- NEVER VISIT – 5.6%
- 56.5% - NEW POOL IS A HIGH PRIORITY

SURVEY KEY FINDINGS

- BIGGEST OBSTACLES
  - COST TO USE
  - LOCATION
  - WEATHER
  - HOURS OF OPERATION
  - AVAILABILITY
  - FUNDING

- WHAT'S MISSING (ABBREVIATED)
  - NO ORDER OF PRIORITY
  - OUTDOOR BASKETBALL
  - FIELDS
  - HANDBALL
  - ICE SKATING
  - PARKS
  - PICKLEBALL
  - PLAYGROUNDS

GATES PARK FOCUS GROUP

- THE PARK HAD BEEN FORGOTTEN, AND SUBSEQUENTLY THE COMMUNITY.
- HERE NEEDS TO BE A TRANSFORMATIONAL INVESTMENT IN THE PARK.
- COMMON ITEMS REQUESTED IN THE PARK…..
  - SHELTERS, BETTER WAYFINDING, IMPROVED TRAILS, REFLECTIVE OF COMMUNITY, PLAYGROUND, GATHERING SPACES, FIELDS, OUTDOOR COURTS, SOME TYPE OF WATER.

FUTURE DIRECTION

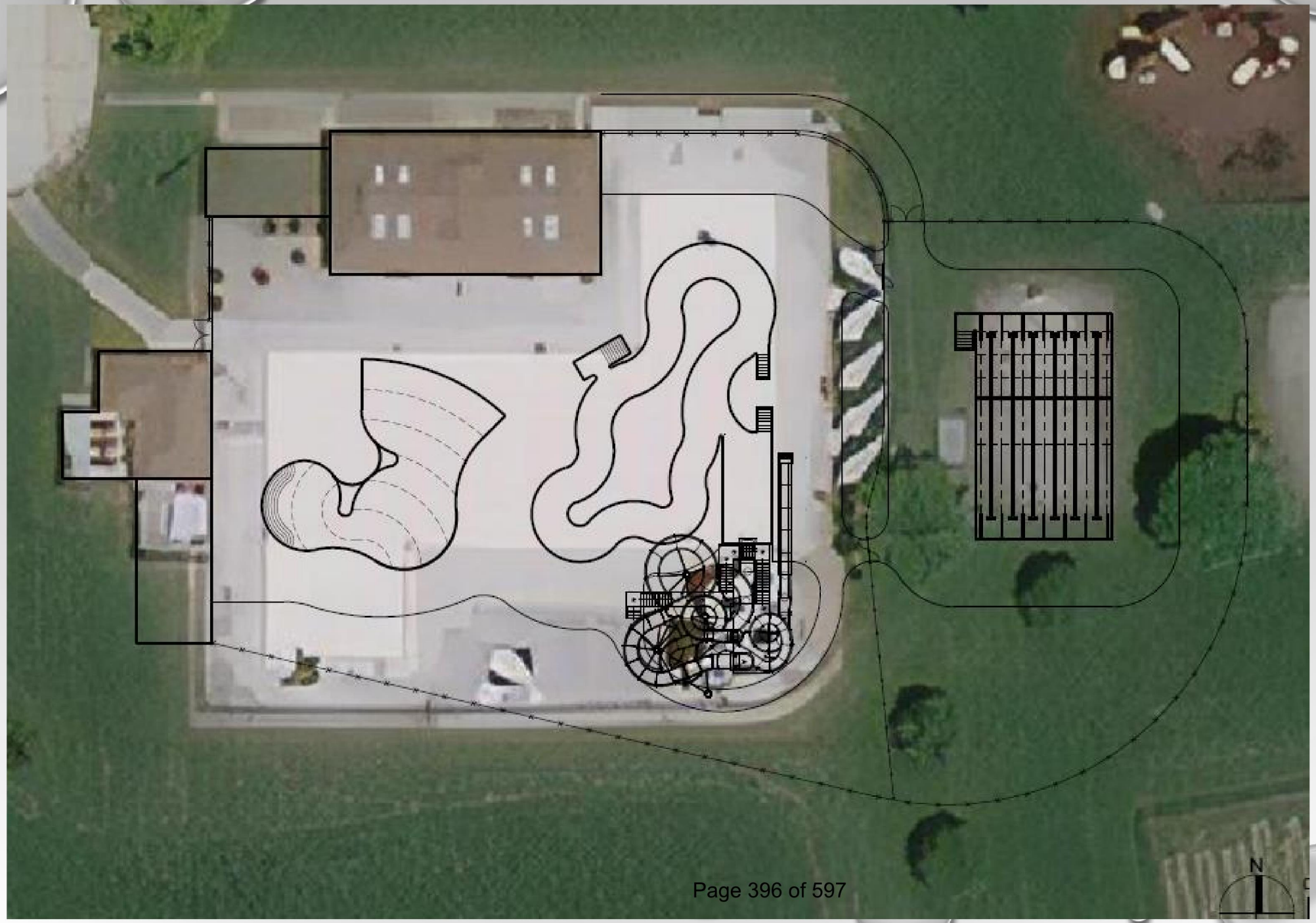
- THE POPULATION WILL SUPPORT:
  - 1 INDOOR AQUATIC CENTER
  - 1.5 OUTDOOR AQUATIC CENTERS

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

BYRNES PARK POOL

- 3 SEPARATE BODIES OF WATER
  - 6-LANE, 25Y LAP POOL
  - LAZY RIVER W/ CATCH POOL FOR SLIDE TOWER
  - ZERO DEPTH ENTRY PLAY POOL
- REPLACE FILTRATION & WATER TREATMENT FACILITIES
- INCREASES WATER SURFACE AREA

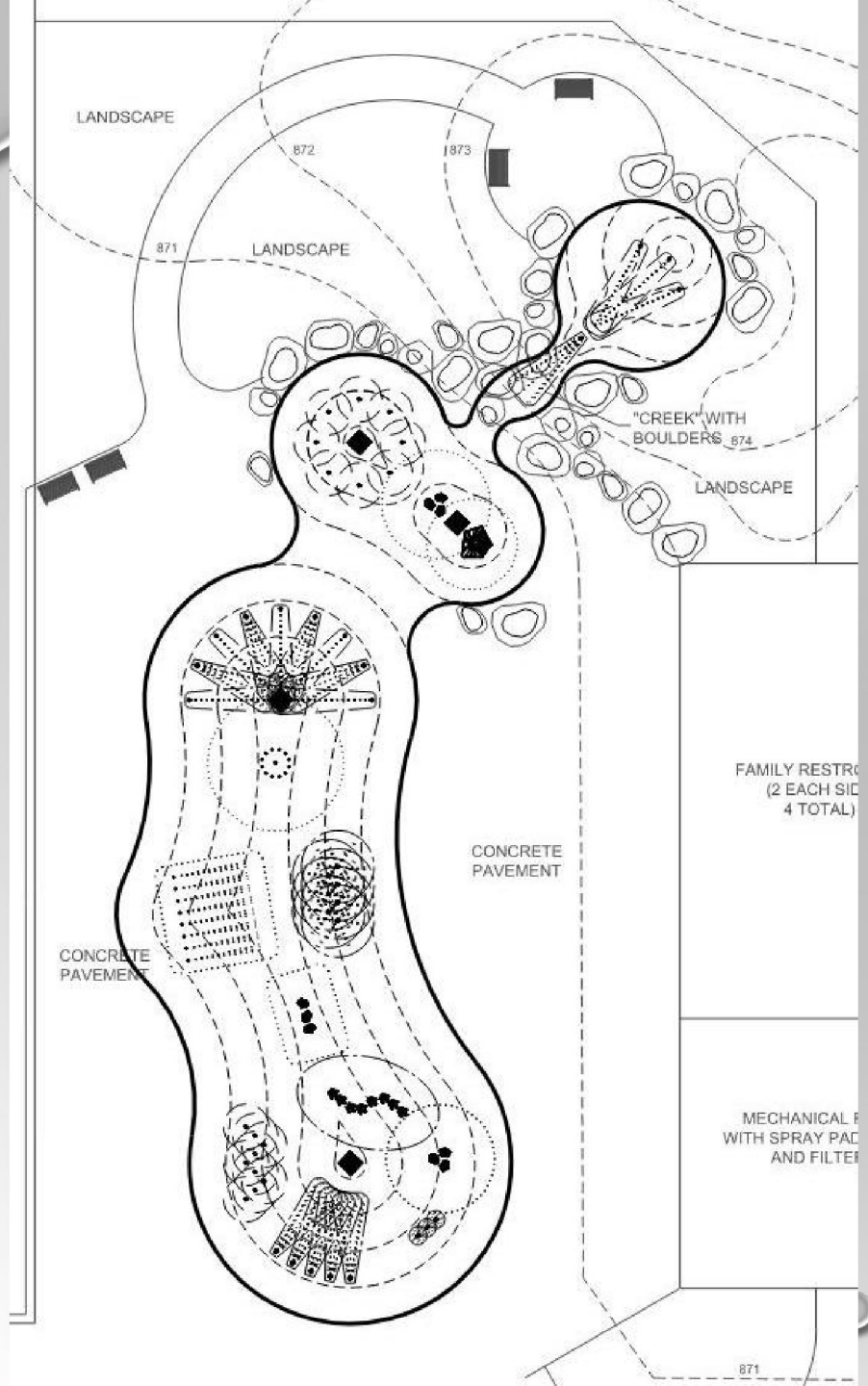
- OPPORTUNITIES FOR:
  - EXPANDED PROGRAMS
  - VARIABLE HOURS
  - SIMULTANEOUS ACTIVITIES
  - INCREASE REVENUE GENERATION

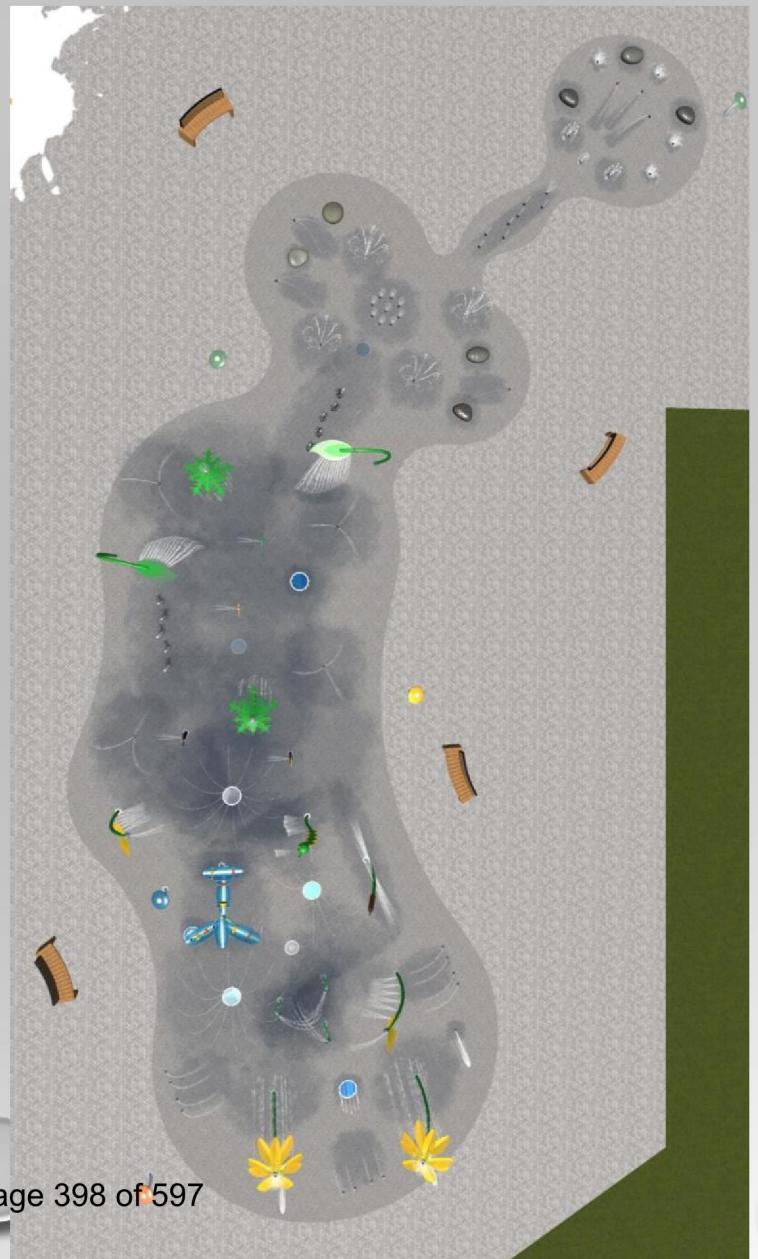


SPRAY PAD

- 1 IN WATERLOO AND IT IS EXTREMELY POPULAR.

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


LANDSCAPE
872
873
871
LANDSCAPE
"CREEK" WITH
BOULDERS
874
LANDSCAPE
FAMILY RESTR
(2 EACH SID
4 TOTAL)
CONCRETE
PAVEMENT
CONCRETE
PAVEMENT
MECHANICAL
WITH SPRAY PAD
AND FILTE
871

















GATES PARK MASTER PLANNING SLIDES



Gates Park Improvements

North End Concept


PARKING (64 STALLS)
64 STALLS

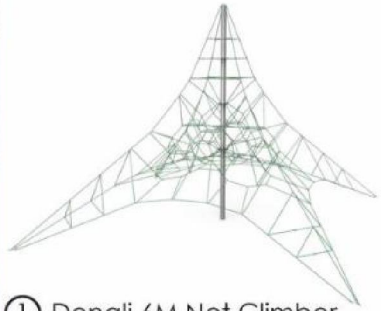

RITLAND+KUIPER
LANDSCAPE ARCHITECTS


RITLAND+KUIPER
LANDSCAPE ARCHITECTS


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


RITLAND+KUIPER
LANDSCAPE ARCHITECTS





① Denali 6M Net Climber



② 5-Bay Variety Swings for All





③ Cruise Line



④ Custom Play Structure



⑤ Unity Dome Climber



⑨ Unity Teeter



⑥ NEOS 360 Accessible



⑧ Adventure Playville Play Structure

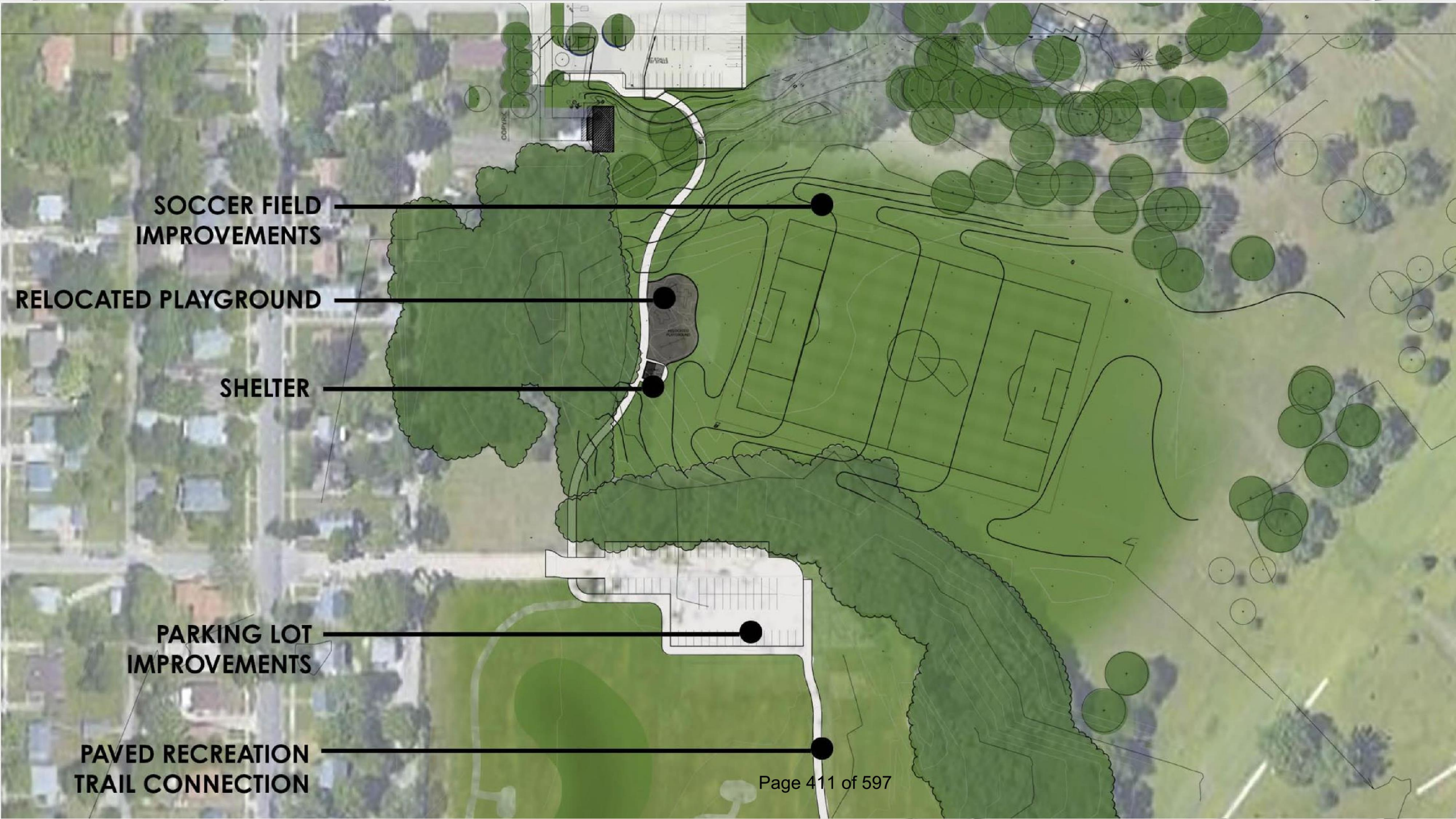


⑦ Accessible Whirl



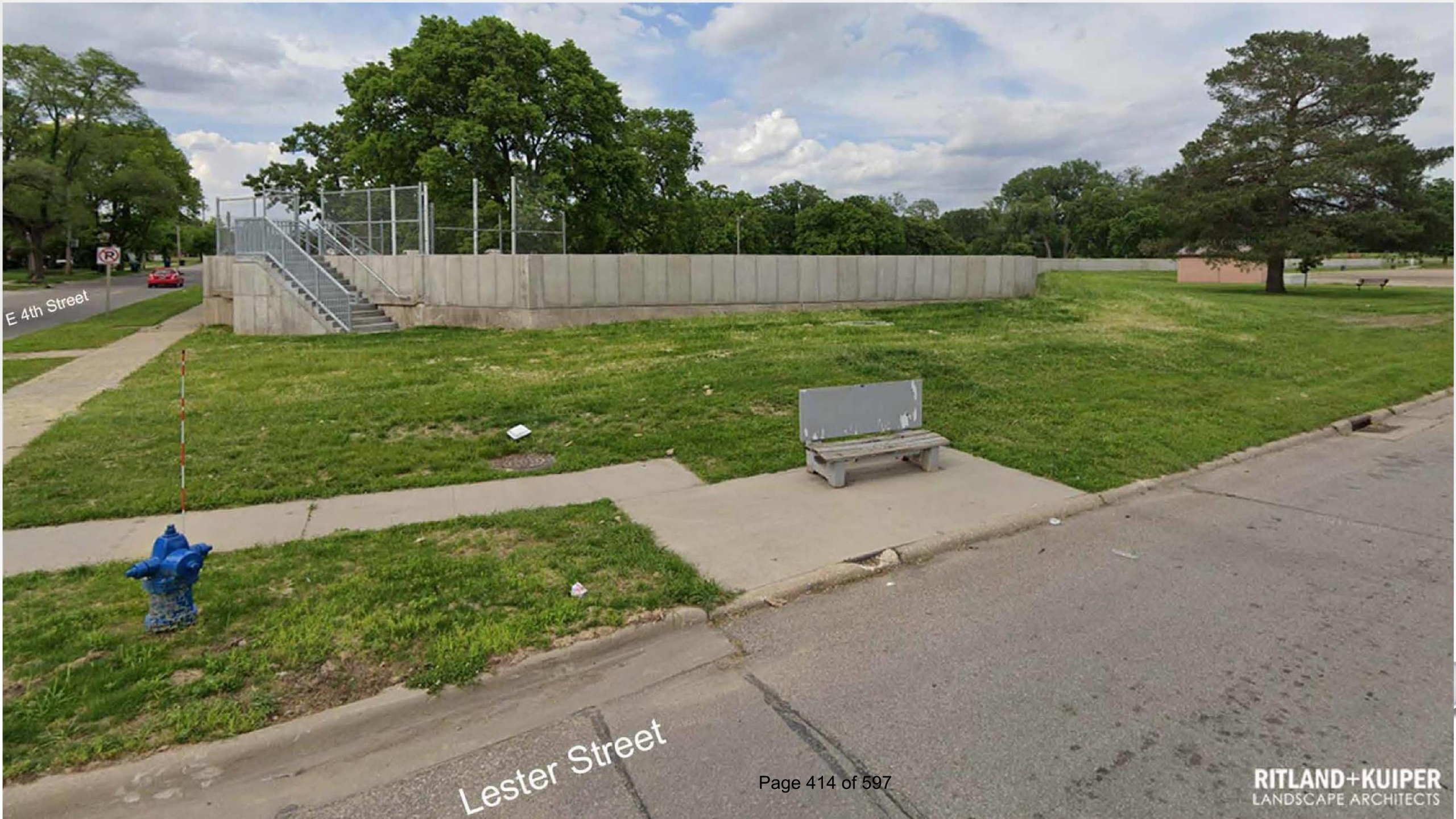
⑩ Play Tunnel


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

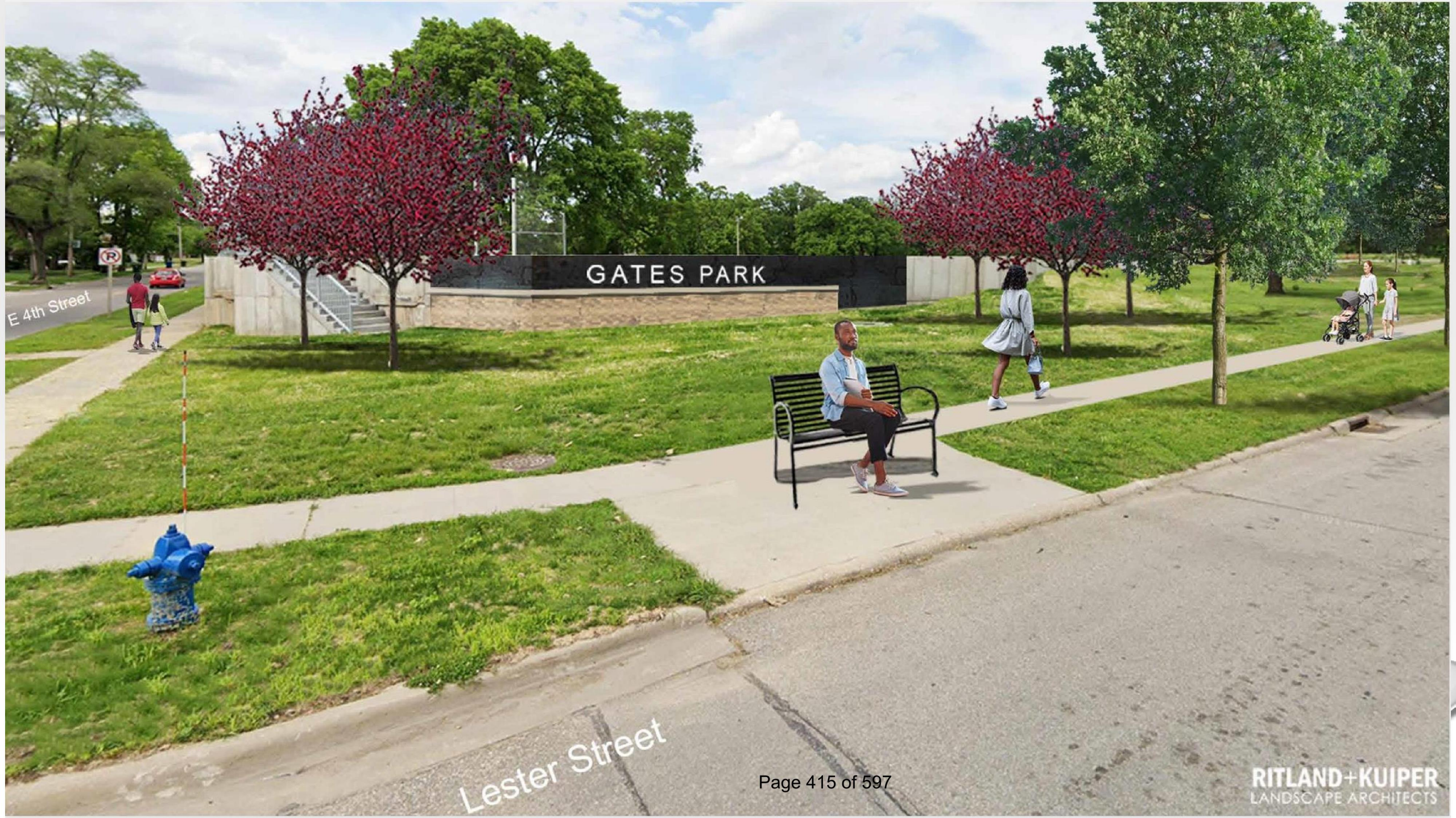

SOCCER FIELD IMPROVEMENTS
RELOCATED PLAYGROUND
SHELTER
PARKING LOT IMPROVEMENTS
PAVED RECREATION TRAIL CONNECTION


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


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



RITLAND+KUIPER
LANDSCAPE ARCHITECTS


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

QUESTIONS & DISCUSSION



BALLARD*KING
& ASSOCIATES LTD

WTI
WATER TECHNOLOGY INC.

RITLAND+KUIPER
LANDSCAPE ARCHITECTS

CITY OF WATERLOO

Council Communication

Resolution adopting the Gates Park Master Plan as recommended by the Leisure Services Commission.

City Council Meeting: 2/21/2022
Prepared: 2/8/2022

ATTACHMENTS:

Description	Type
Gates Master Plan Cost Estimate	Backup Material
council presentation Jan. 31	Backup Material
Gate MP Concept Drawing	Backup Material

SUBJECT:	Resolution adopting the Gates Park Master Plan as recommended by the Leisure Services Commission.
Submitted by:	Submitted By: Paul Huting, Leisure Services Director
Recommended Action:	Recommend approval of Resolution Formally Adopting the Gates Park Master Plan
Summary Statement:	This plan was developed in conjunction with the Aquatics Master Plan and would be implemented as one large project entitled Transforming Gates and Byrnes Parks. The Leisure Services Commission passed a resolution at their February 8, 2022 meeting adopting the plan and recommending Council adoption
Neighborhood Impact:	Implementation of the Gates Park Master Plan will have a large positive impact on the neighborhood surrounding the park and the City of Waterloo as a whole.
Data/Analysis and Strategies:	Extensive demographic data analysis has been done and incorporated into this plan in order to predict future facility and programming needs of the Gates Park neighborhood and our community as a whole.
Community Engagement Methods:	Public input has been provided through a variety of methods including comprehensive surveys and multiple focus group meetings. Neighborhood Services has been intimately involved in order to ensure neighborhood voices are heard about what key elements are desired in this transformational project for Gates and Byrnes Parks.
Expenditure Required/Source of Funds:	The cost to implement all elements at Gates park (splash pad and many additional park features) is approximately $8 million. The estimated cost to implement the aquatic features at Byrnes Park is also approximately $8 million, making the total cost estimate $16 million. Phasing this project will be considered if necessary due to funding shortfalls, but the preferred path would be to implement the entire plan within the next 2 years A request for $6.5 million will be submitted to Black Hawk County Gaming Association. It is anticipated that grant applications will be submitted to Otto

Schoitz Foundation, McElroy Trust, Van G. Miller Trust, and other charitable partners. Several State and Federal Grant sources are currently being identified. $4.5 million is being requested in the upcoming City of Waterloo Capital Improvements Program.

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501 Sycamore Street, Mezzanine A
Waterloo, Iowa 50703
(319) 233-8090 Fax (319) 233-9772

Gates Park - North End Improvements

Waterloo, Iowa
Preliminary Cost Opinion

01/31/22

	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL
SITE PREPARATION, PAVING, UTILITIES				
MOBILIZATION	LS	1	50000.00	50,000
CLEARING AND GRUBBING	LS	1	10000.00	10,000
DEMOLITION, STRUCTURE POOL, POOL, & PUMP HOUSE	LS	1	75000.00	75,000
CONSTRUCTION FENCE AROUND PERIMETER OF SITE	LF	3,260	5.00	16,300
TOPSOIL, ONSITE, 8"	CY	10,000	12.00	120,000
CLASS 10 EXCAVATION, ROADWAY AND BORROW	CY	32,600	7.00	228,200
SUBGRADE PREPARATION	SY	12,114	2.00	24,228
MODIFIED SUBBASE	CY	2,019	30.00	60,570
SANITARY SERVICE, 4 IN	LF	270	55.00	14,850
STORM SEWER, GRAVITY MAIN, TRENCHED, RCP,2000 D (CLASS III), 24 IN.	LF	1,600	75.00	120,000
INTAKES, SW-507	EA	20	5500.00	110,000
PLAYGROUND TUNNEL: PRECAST BOX CULVERT, 3'X4', CIP END SECTION W/FORMLINER & STAIN	LS	1	65000.00	65,000
WATER SERVICE, 1-IN (RESTROOMS AT COURT)	LF	120	120.00	14,400
WATER SERVICE, 6-IN (SPLASH PAD)	LF	240	130.00	31,200
STD. OR SLIP FORM PCC PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8-IN.	SY	8,100	40.00	324,000
REMOVAL OF PAVEMENT	SY	10,400	9.00	93,600
SIDEWALK, PCC, 6 IN.	SY	4,800	45.00	216,000
PAVEMENT, SHELTER AREAS, 6-IN.	SY	44	40.00	1,760
PAVEMENT, BASKETBALL COURT, 6-IN.	SY	3,300	40.00	132,000
PAVEMENT, TRACK, 6-IN.	SY	670	40.00	26,800
ACRYLIC COURT SURFACE AND LINE PAINTING	SF	29,500	1.00	29,500
LIGHTING POLES, PARKING	EA	13	5000.00	65,000
LIGHTING POLES, PEDESTRIAN	EA	23	5500.00	126,500
LIGHTING POLES, COURT LIGHTING	EA	4	18000.00	72,000
ELECTRICAL SERVICE LINES	LF	3,050	17.00	51,850
HANDHOLES	EA	6	1000.00	6,000
PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED (PARKING LOTS ONLY)	STA	45	65.00	2,925
PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED (PARKING LOTS ONLY)	EA	16	650.00	10,400
SWPPP MANAGEMENT	LS	1	4000.00	4,000
WATTLES, INSTALLATION & MAINTENANCE, REMOVAL	LF	1,970	4.00	7,880
INLET PROTECTION, INSTALLATION AND MANAGEMENT	EA	20	150.00	3,000
WALLS, FENCES & GATES				
PLAYGROUND FENCE - 6' WIREWORKS	LF	1,100	50.00	55,000
PLAYGROUND 6' X 12' DOUBLE GATE - WIREWORKS	LS	3	3500.00	10,500
STONE VENEER COLUMNS & CAP FOR COLUMNS	EA	6	3128.00	18,768
BRICK WALL AT SPRAY PAD ENTRANCE	LS	1	50000.00	50,000
RETAINING WALL - KODAH STONE (PLAYGROUND)	SF	90	78.00	7,020
RETAINING WALL - KODAH STONE (STAGE)	SF	150	78.00	11,700
BUILDINGS AND STRUCTURES				
PERFORMANCE SHELTER	EA	1	185601.00	185,601
RESTROOM AT PERFORMANCE SHELTER	LS	1	50000.00	50,000
RESTROOM/PUMP BUILDING AT SPRAY PAD	LS	1	250000.00	250,000
RELOCATED SHELTER	LS	1	10000.00	10,000
NEW SHELTER	LS	1	75000.00	75,000

PLAYGROUND SURFACING					
CONCRETE CURB AROUND PLAY SURFACE	LF	109	21.00	2,289	
PLAYGROUND TURF SAFETY SURFACING	SF	13,005	20.00	260,100	Includes fabric
PLAYGROUND SUBDRAINAGE	LS	1	20000.00	20,000	
PLAY WORLD PLAY EQUIPMENT				350,974	
NEOS 360 ACCESSIBLE			37976.00		
BAMBINO PLAYVILLE			40665.00		
DENALI 6M NET			25283.00		
CLIMBERS UNITE DOME WITH SENSORY CONNECTIONS			23213.00		
ARCH SWINGS WITH 3 BAYS			10046.00		
2 LAP BELT SWING SEATS					
2 ACCESSIBLE SWING SEATS					
1 SWING ALONG SEAT					
EARLY CHILDHOOD T SWING			1855.00		
CRUISE LINE			14353.00		
ACCESSIBLE WHIRL			13687.00		
UNITY TEETER TOTTER WITH PERF. TOP			11085.00		
CUSTOM PLAY STRUCTURE			142000.00		
PLAYGROUND EQUIPMENT INSTALLATION (20% EQUIP.)	LS	1	70194.88	70,195	
SITE FURNITURE					
6-SEAT TABLE WITH UMBRELLA	EA	4	9775.00	39,100	
SCARBOROUGH BENCH	EA	12	1760.00	21,120	
SCARBOROUGH TRASH RECEPTACLE	EA	8	1687.50	13,500	
BASKETBALL GOALS	EA	6	4500.00	27,000	
SIGNAGE					
METAL ARCH SIGNS	EA	3	4000.00	12,000	
MONUMENT ENTRY SIGN	LS	1	20000.00	20,000	
SIGNAGE ON WALL AT SPLASH PAD	LS	1	2500.00	2,500	
SITE SIGNAGE	LS	1	2500.00	2,500	
SPRAY PAD					
SPRAY PAD	SF	3380	300	1,014,000	
SPRAY FIXTURE ALLOWANCE	LS	1	129,000	129,000	
BALANCE TANK	LS	1	50,000	50,000	
FURNITURE, FIXTURES, EQUIPMENT	LS	1	75,000	75,000	
LANDSCAPING					
SEEDING, MULCH & FERT. (HYDROSEED)	AC	8	4000.00	32,000	
BOULDERS	LS	1	10,000	15,000	
BED PREPARATION, FABRIC, MULCH	LS	1	30,000	30,000	
SHADE TREES	EA	50	450	22,500	
ORNAMENTAL TREES	EA	25	350	8,750	
PERENNIAL PLANTS AND SHRUBS	LS	1	25,000	25,000	
			CONSTRUCTION SUBTOTAL	**$5,079,080**	
DESIGN FEES & PERMITS (8%)				406,326	
CONTINGENCY (10%)				507,908	
			NORTH GATES PARK PROJECT BUDGET	**$5,993,315**	

RITLAND+KUIPER
LANDSCAPE ARCHITECTS

501 Sycamore Street, Mezzanine A
Waterloo, Iowa 50703
(319) 233-8090 Fax (319) 233-9772

Gates Park - Sculpture Garden and Soccer Field

Waterloo, Iowa
Preliminary Cost Opinion **01/31/22**

	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL
SITE PREPARATION, PAVING, UTILITIES				
MOBILIZATION	LS	1	15000.00	15,000
CLEARING AND GRUBBING	LS	1	5000.00	5,000
REMOVAL OF PAVEMENT	SY	1,000	9.00	9,000
TOPSOIL, ONSITE, 8"	CY	19,733	12.00	236,790
CLASS 10 EXCAVATION, BORROW	CY	2,600	7.00	
SUBGRADE PREPARATION	SY	2,652	2.00	5,304
MODIFIED SUBBASE, 6-IN	CY	442	30.00	13,261
ASPHALT PARKING LOT PAVEMENT ON EXIST. CONC.	SY	2,602	36.00	93,680
RECREATION TRAIL, PCC, 6 IN.	SY	3,252	45.00	146,350
PAVEMENT, SHELTER AREAS, 6-IN.	SY	50	40.00	2,000
LIGHTING POLES, PARKING	EA	4	5000.00	20,000
LIGHTING POLES, PEDESTRIAN	EA	33	5500.00	181,500
ELECTRICAL SERVICE LINES	LF	2,927	17.00	49,759
HANDHOLES	EA	4	1000.00	4,000
PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVEN	STA	7	65.00	455
PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVE	EA	2	650.00	1,300
SWPPP MANAGEMENT	LS	1	3000.00	3,000
WATTLES, INSTALLATION & MAINTENANCE, REMOVAL	LF	2,530	4.00	10,120
INLET PROTECTION, INSTALLATION AND MANAGEMENT	EA	2	150.00	300
BUILDINGS AND STRUCTURES				
NEW SHELTER	LS	1	40000.00	40,000
PLAYGROUND RELOCATION				
PLAYGROUND ENGINEERED SAFETY MULCH	SF	5,175	2.00	10,350
CONCRETE CURB AROUND PLAY SURFACE	LF	177	21.00	3,717
PLAYGROUND EQUIPMENT RELOCATION	LS	1	5000.00	5,000
SITE FURNITURE & SIGNAGE				
SCARBOROUGH BENCH	EA	4	1760.00	7,040
SCARBOROUGH TRASH RECEPTACLE	EA	2	1687.50	3,375
SITE SIGNAGE	LS	1	5000.00	5,000
LANDSCAPING				
TURFGRASS SEEDING, MULCH & FERT. (HYDROSEED)	AC	5.8	4000.00	23,251
PRAIRIE SEEDING (HYDROSEED)	AC	18	4000.00	73,360
SHADE TREES	EA	10	450	4,500
			CONSTRUCTION SUBTOTAL	**$972,413**
DESIGN FEES & PERMITS (8%)				77,793
CONTINGENCY (10%)				97,241
			GATES SCULPTURE PARK PROJECT BUDGET	**$1,147,447**

Does not include sculptures, bases for sculptures, or interpretive signage

RITLAND+KUIPER
LANDSCAPE ARCHITECTS

501 Sycamore Street, Mezzanine A
Waterloo, Iowa 50703
(319) 233-8090 Fax (319) 233-9772

Gates Park - South End at Lester Street

Waterloo, Iowa
Preliminary Cost Opinion

01/31/22

	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL
SITE PREPARATION, PAVING, UTILITIES				
MOBILIZATION	LS	1	25000.00	25,000
CLEARING AND GRUBBING	LS	1	4000.00	4,000
DEMOLITION, RESTROOMS	EA	1	25000.00	25,000
REMOVAL OF PAVEMENT	SY	5,000	9.00	45,000
REMOVAL, STRUCTURE	EA	1	700.00	700
REMOVAL, STORM SEWER LESS THAN 36-IN	LF	35	7.00	245
SANITARY SERVICE, 4 IN	LF	100	55.00	5,500
STORM SEWER, GRAVITY MAIN, TRENCHED, RCP,2000 D (CL/	LF	100	75.00	7,500
INTAKES, SW-511	EA	1	5500.00	5,500
INTAKES, SW-401	EA	1	5000.00	5,000
WATER SERVICE, 1-IN (RESTROOMS AT COURT)	LF	80	120.00	9,600
HYDRANT ASSEMBLY	EA	1	4500.00	4,500
HYDRANT ASSEMBLY REMOVAL	EA	1	700.00	700
TOPSOIL, ONSITE, 8"	CY	3,500	12.00	42,000
CLASS 10 EXCAVATION, BORROW	CY	2,600	7.00	
CLASS 10 EXCAVATION, ONSITE	CY	1,000	5.00	5,000
SUBGRADE PREPARATION	SY	1,584	2.00	3,168
MODIFIED SUBBASE, 6-IN	CY	290	30.00	8,700
STD. OR SLIP FORM PCC, CLASS C, CLASS 3, 8-IN.	SY	1,600	40.00	64,000
SIDEWALK, PCC, 6 IN.	SY	1,600	45.00	72,000
PAVEMENT, SHELTER AREAS, 6-IN.	SY	50	40.00	2,000
PAVEMENT, BASKETBALL COURT, 6-IN.	SY	300	40.00	12,000
ELECTRICAL CABINET, REMOVAL	EA	1	700.00	700
ELECTRICAL CABINET, INSTALLATION	EA	1	7000.00	7,000
LIGHTING POLES, PARKING	EA	4	5000.00	20,000
LIGHTING POLES, PEDESTRIAN	EA	14	5500.00	77,000
ELECTRICAL SERVICE LINES	LF	800	17.00	13,600
HANDHOLES	EA	2	1000.00	2,000
PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVEN	STA	7	65.00	455
PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVE	EA	2	650.00	1,300
SWPPP MANAGEMENT	LS	1	3000.00	3,000
WATTLES, INSTALLATION & MAINTENANCE, REMOVAL	LF	650	4.00	2,600
INLET PROTECTION, INSTALLATION AND MANAGEMENT	EA	2	150.00	300
WALLS, FENCES & GATES				
CHAIN LINK FENCE BACKSTOP ON WALL	LF	40	30.00	1,200
CAST STONE CAP FOR FLOOD WALL	LF	330	175.00	57,750
BRICK VENEER FOR FLOOD WALL	SFF	660	12.00	7,920
BUILDINGS AND STRUCTURES				
RESTROOM BUILDING	LS	1	50000.00	50,000
NEW SHELTER	LS	1	40000.00	40,000

PLAYGROUND RELOCATION				
PLAYGROUND ENGINEERED WOOD FIBER MULCH	SF	4,349	2.00	8,698
CONCRETE CURB AROUND PLAY SURFACE	LF	166	21.00	3,486
PLAYGROUND EQUIPMENT RELOCATION	LS	1	5000.00	5,000
SITE FURNITURE & SIGNAGE				
SCARBOROUGH BENCH	EA	4	1760.00	7,040
SCARBOROUGH TRASH RECEPTACLE	EA	2	1687.50	3,375
BASKETBALL GOALS	EA	1	4500.00	4,500
MONUMENT ENTRY SIGN	LS	1	25000.00	25,000
LANDSCAPING				
SEEDING, MULCH & FERT. (HYDROSEED)	AC	1.9	4000.00	7,471
SHADE TREES	EA	40	450.00	18,000
ORNAMENTAL TREES	EA	18	350.00	6,300
			CONSTRUCTION SUBTOTAL	**$720,808**
DESIGN FEES & PERMITS (8%)				57,665
CONTINGENCY (10%)				72,081
			SOUTH GATES PARK PROJECT BUDGET	**$850,553**
			TOTAL FOR ALL THREE SEGMENTS	**$7,991,315**

CITY OF WATERLOO, IOWA AQUATIC MASTER PLAN

BALLARD*KING & ASSOCIATES

WATER TECHNOLOGY, INC.

RITLAND + KUIPER LANDSCAPE

1/31/2022

AGENDA

- INTRODUCTION TO THE PROCESS
- CONDITION OF EXISTING CITY FACILITIES
- PROCESS FOR AQUATIC MASTER PLANNING
- PUBLIC INPUT
- BYRNES PARK FUTURE
- GATES PARK FUTURE AND WORKING PLAN
- QUESTIONS & ANSWERS

INTRODUCTION

- WHAT WE'VE DONE
- WHY WE'VE DONE IT
- WHO HAS DONE THIS FOR US

SHOULD THE CITY BE IN THE BUSINESS OF AQUATICS?

- THE CITY IS……
  - COMMITTED TO OFFERING AQUATIC FACILITIES AND PROGRAMS.
  - STRONG FEELING THAT “SWIMMING” IS A LIFE SKILL THAT SHOULD BE OFFERED BY THE CITY.
  - AFFORDABILITY IS AND SHOULD CONTINUE TO BE A HALLMARK.

CONDITION OF EXISTING FACILITIES

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

BYRNES PARK – EXISTING CONDITIONS

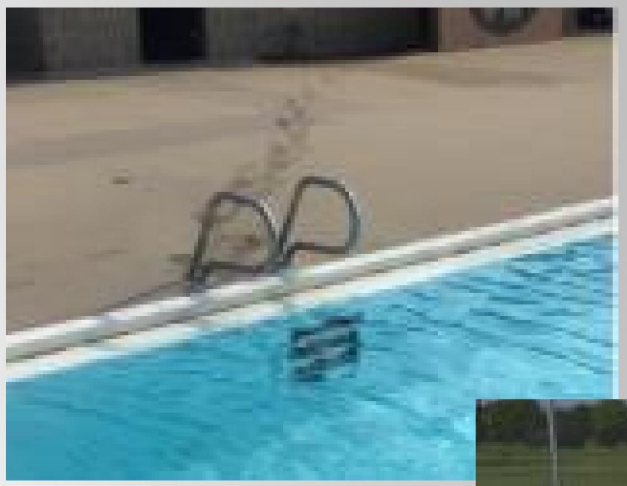






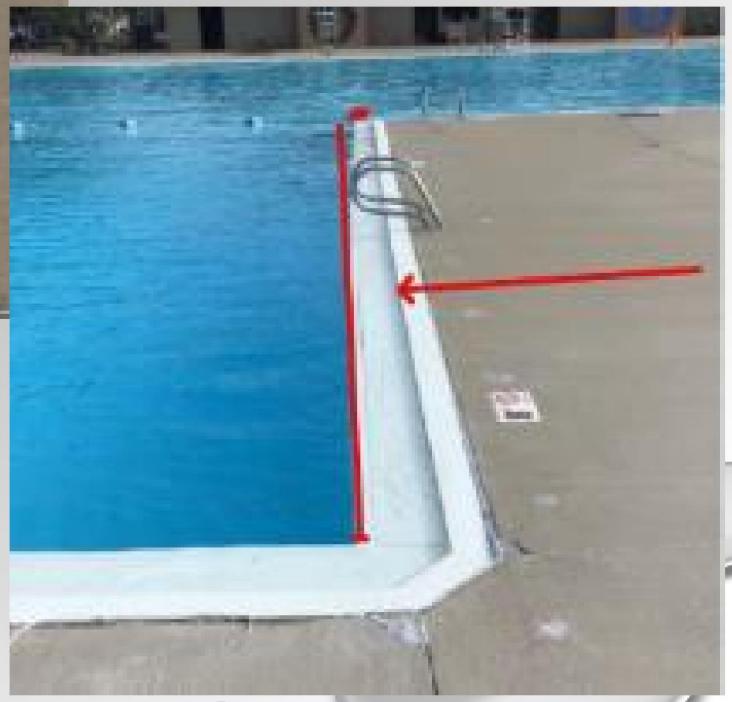


BYRNES PARK – EXISTING CONDITIONS









GATES PARK – EXISTING CONDITIONS

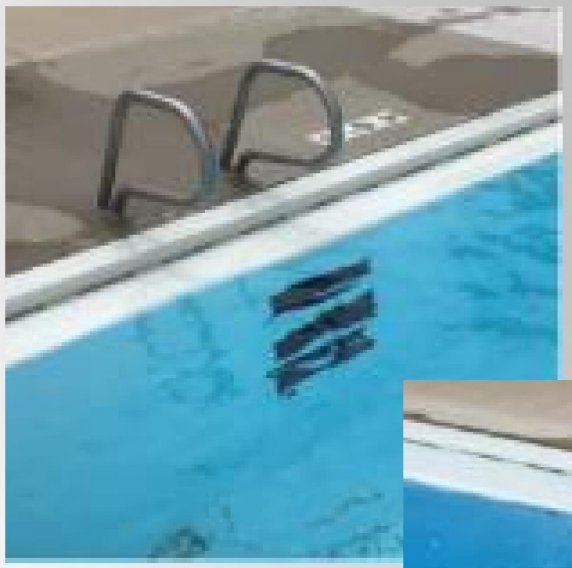


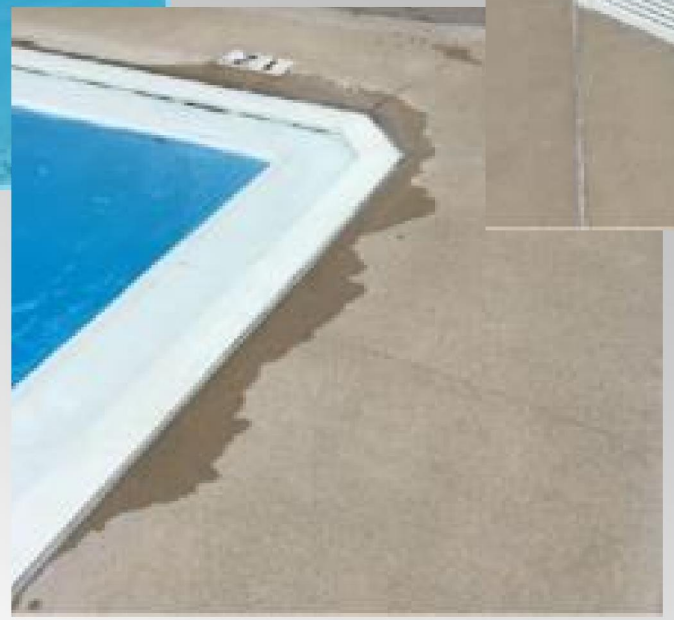






GATES PARK – EXISTING CONDITIONS



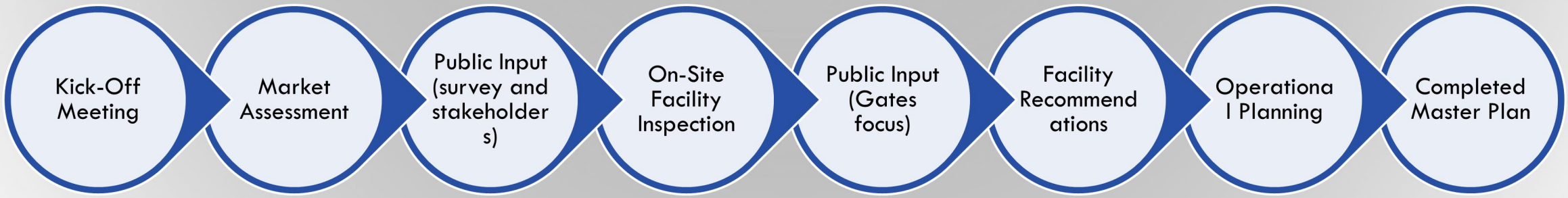






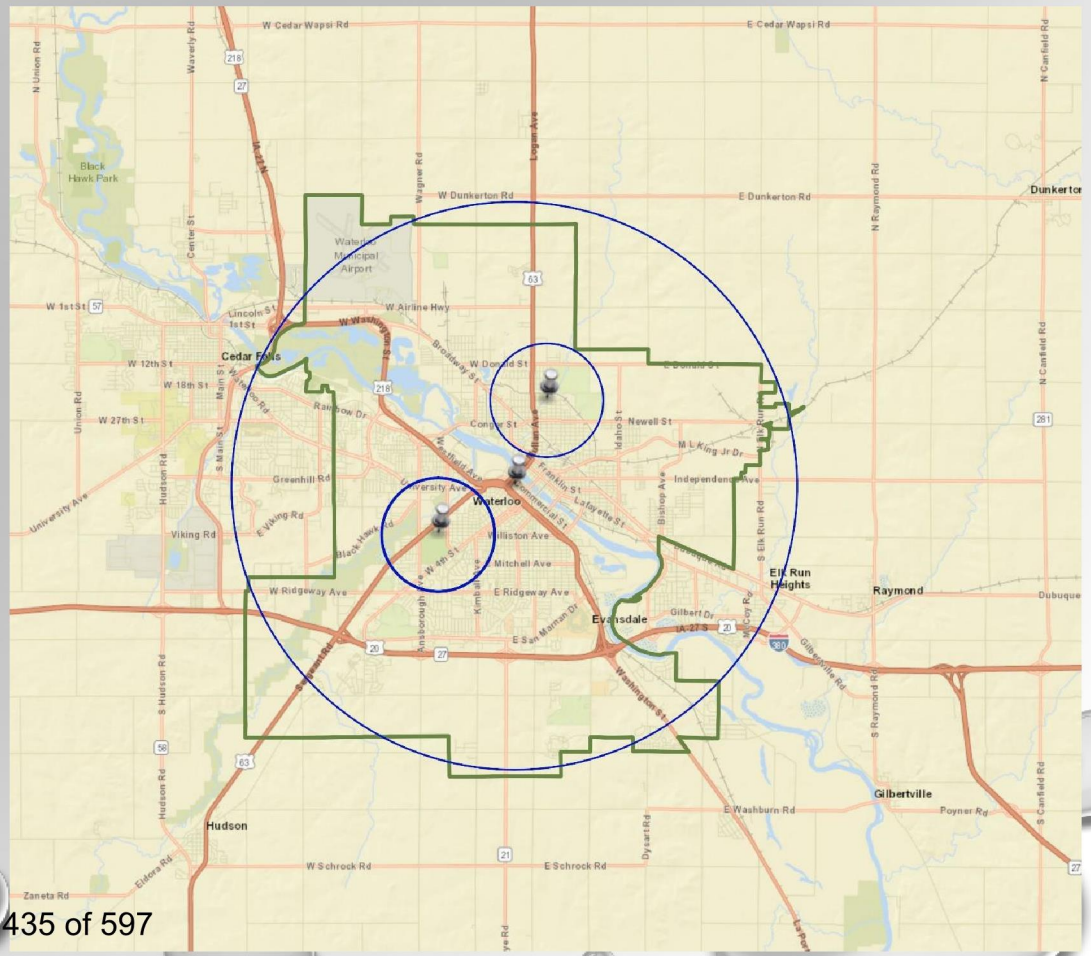


THE PROCESS


Kick-Off Meeting
Market Assessment
Public Input (survey and stakeholders)
On-Site Facility Inspection
Public Input (Gates focus)
Facility Recommendations
Operational Planning
Completed Master Plan

MARKET

- AMPLE POPULATION
- DIVERSITY BY LOCATION
- MEDIAN AGE = YOUTH/FAMILIES
- MEDIAN INCOME = FLUCTUATION

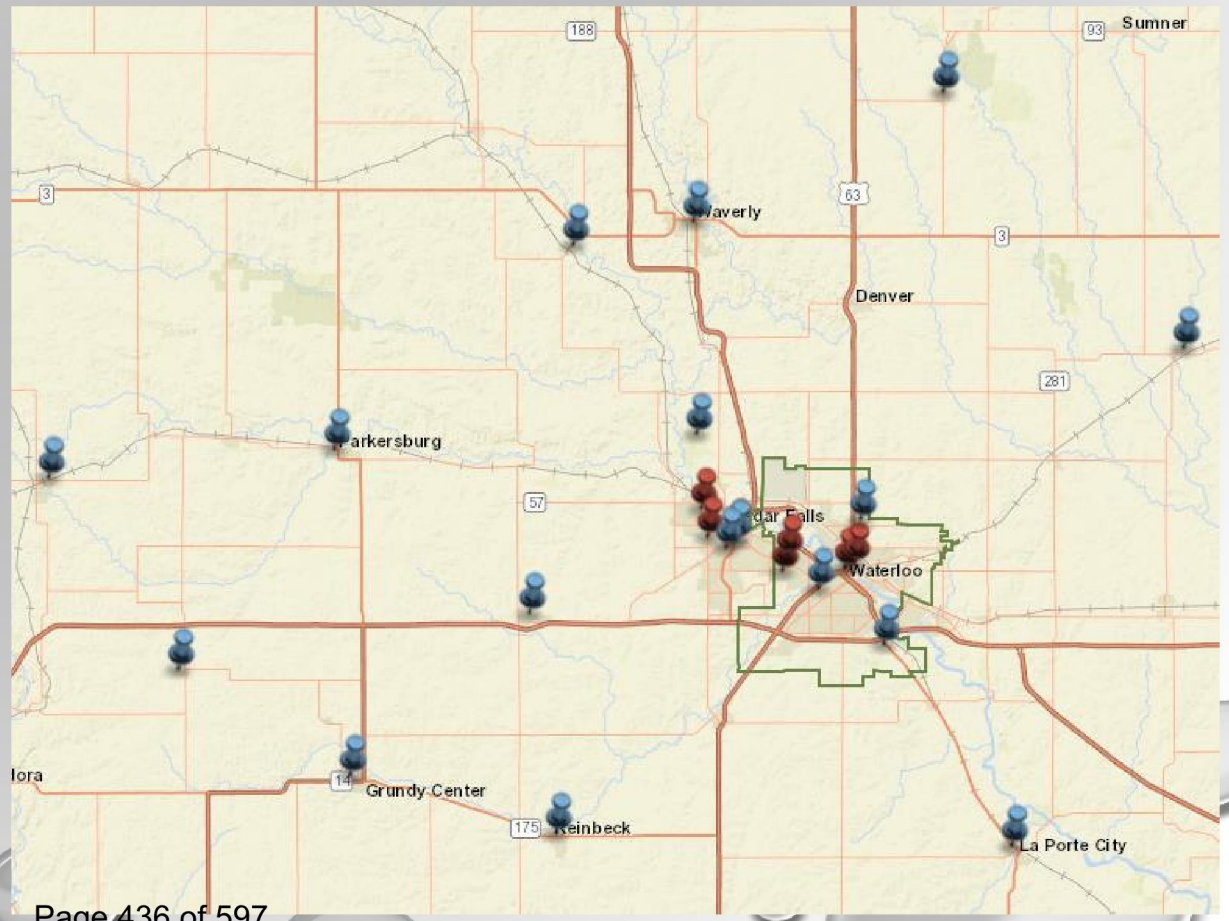


PARTICIPATION

- ADULT SWIMMING – STRONG IN AREA

- 16.1% PARTICIPATION IN SWIMMING
- 9,951 INDIVIDUALS (AGE 7+)
- 447,102 POOL VISITS

- 55-64 12-17 7-11



SURVEY KEY FINDINGS

- 990 RESPONSES COLLECTED
- 56.7% RESIDENTS
- TOP 3 AQUATIC PROGRAMS
  - OPEN SWIM / RECREATION SWIM
  - LIFEGUARD TRAINING
  - GROUP SWIM LESSONS
- WEEKLY VISITS – 68.3%
- NEVER VISIT – 5.6%
- 56.5% - NEW POOL IS A HIGH PRIORITY

SURVEY KEY FINDINGS

- BIGGEST OBSTACLES
  - COST TO USE
  - LOCATION
  - WEATHER
  - HOURS OF OPERATION
  - AVAILABILITY
  - FUNDING

- WHAT'S MISSING (ABBREVIATED)
  - NO ORDER OF PRIORITY
  - OUTDOOR BASKETBALL
  - FIELDS
  - HANDBALL
  - ICE SKATING
  - PARKS
  - PICKLEBALL
  - PLAYGROUNDS

GATES PARK FOCUS GROUP

- THE PARK HAD BEEN FORGOTTEN, AND SUBSEQUENTLY THE COMMUNITY.
- HERE NEEDS TO BE A TRANSFORMATIONAL INVESTMENT IN THE PARK.
- COMMON ITEMS REQUESTED IN THE PARK…..
  - SHELTERS, BETTER WAYFINDING, IMPROVED TRAILS, REFLECTIVE OF COMMUNITY, PLAYGROUND, GATHERING SPACES, FIELDS, OUTDOOR COURTS, SOME TYPE OF WATER.

FUTURE DIRECTION

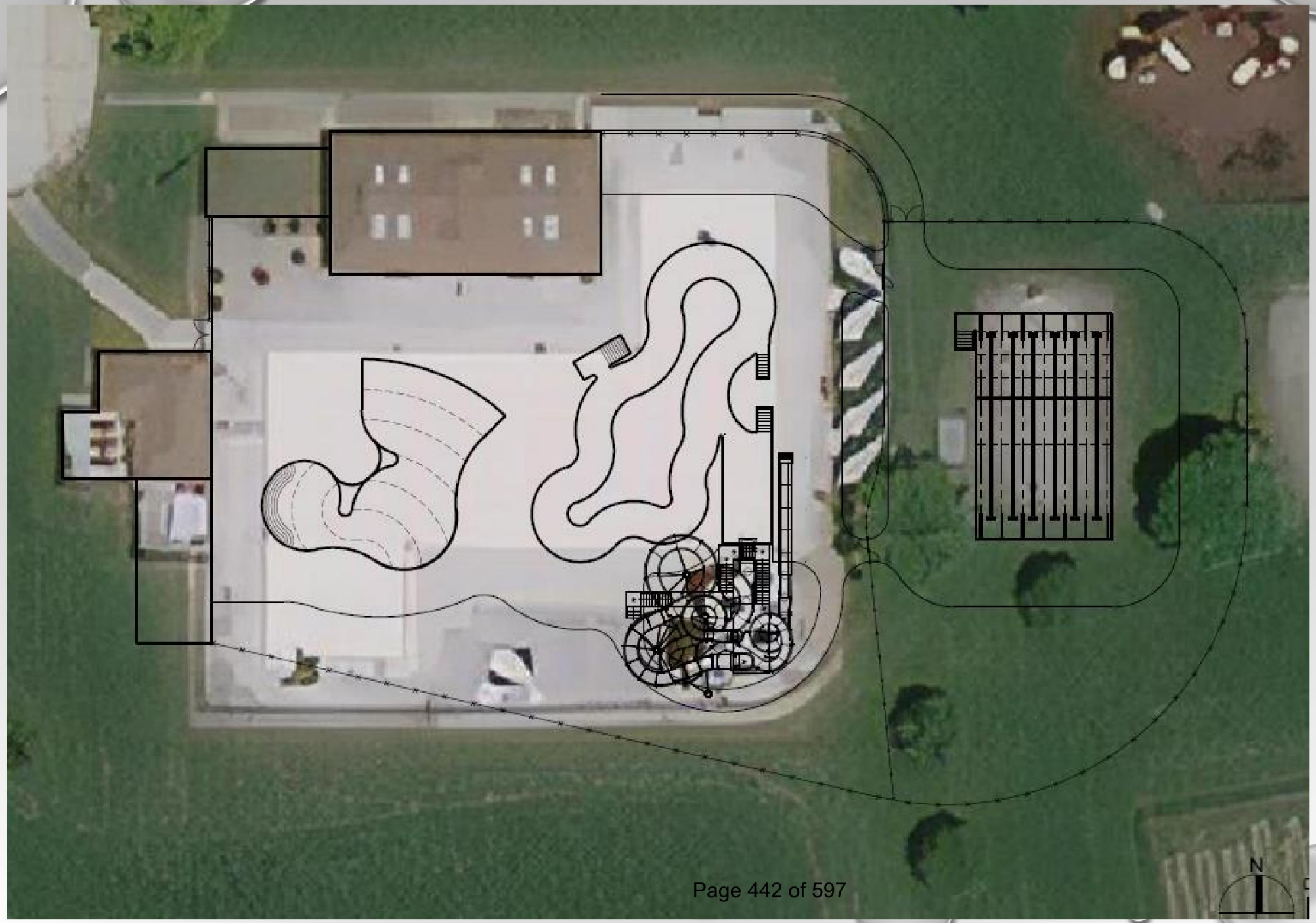
- THE POPULATION WILL SUPPORT:
  - 1 INDOOR AQUATIC CENTER
  - 1.5 OUTDOOR AQUATIC CENTERS

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

BYRNES PARK POOL

- 3 SEPARATE BODIES OF WATER
  - 6-LANE, 25Y LAP POOL
  - LAZY RIVER W/ CATCH POOL FOR SLIDE TOWER
  - ZERO DEPTH ENTRY PLAY POOL
- REPLACE FILTRATION & WATER TREATMENT FACILITIES
- INCREASES WATER SURFACE AREA

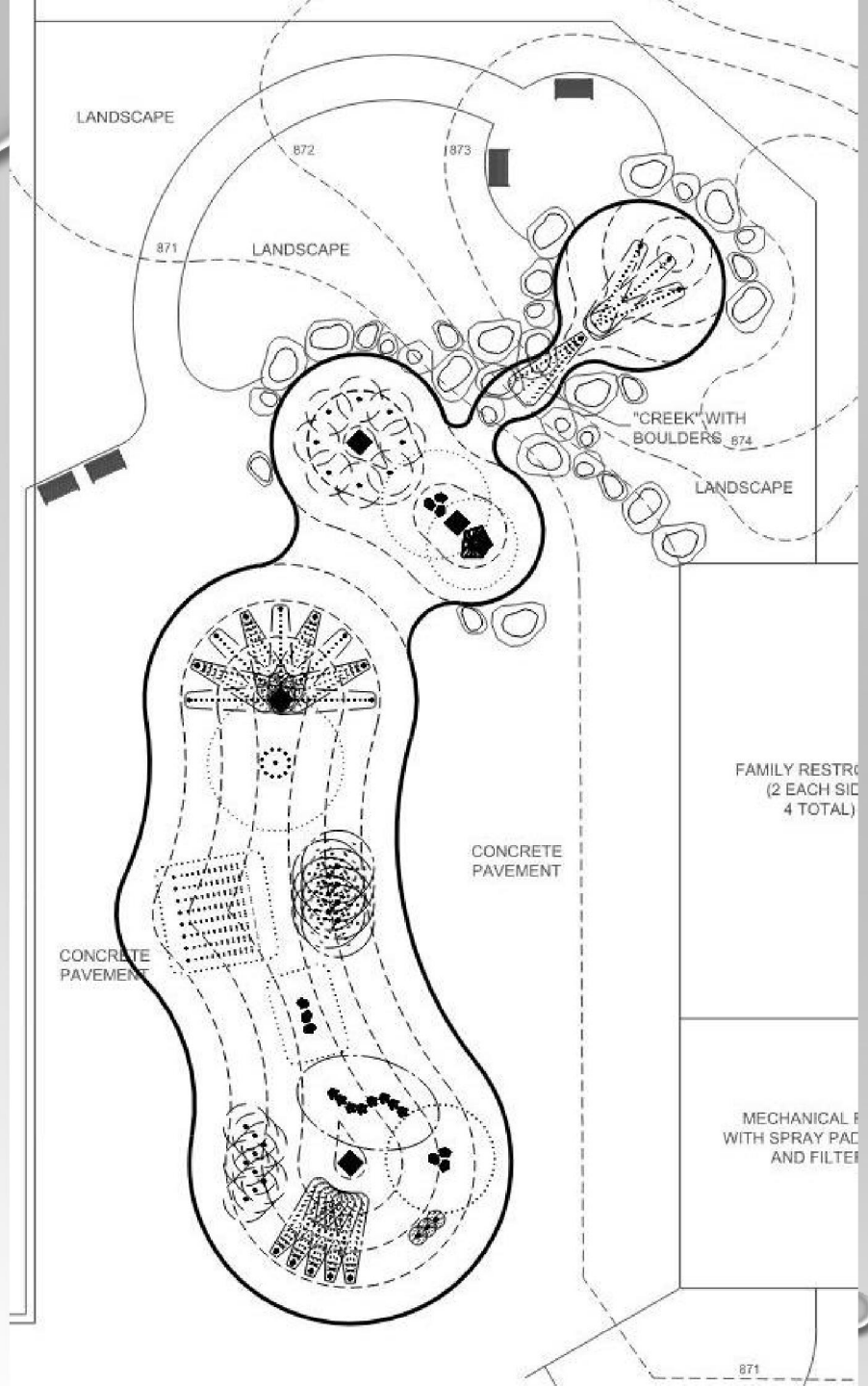
- OPPORTUNITIES FOR:
  - EXPANDED PROGRAMS
  - VARIABLE HOURS
  - SIMULTANEOUS ACTIVITIES
  - INCREASE REVENUE GENERATION

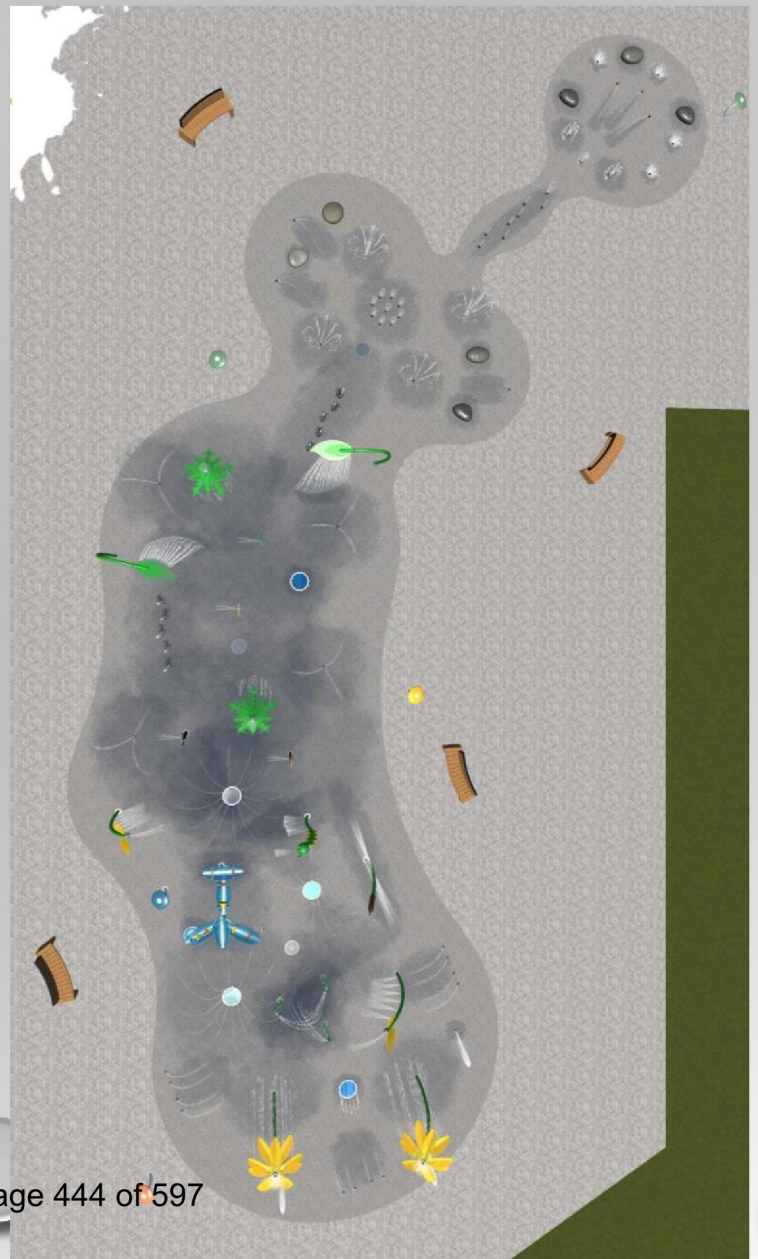

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SPRAY PAD

- 1 IN WATERLOO AND IT IS EXTREMELY POPULAR.

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


LANDSCAPE
872
873
871
LANDSCAPE
"CREEK" WITH
BOULDERS
874
LANDSCAPE
FAMILY RESTR
(2 EACH SID
4 TOTAL)
CONCRETE
PAVEMENT
CONCRETE
PAVEMENT
MECHANICAL
WITH SPRAY PAD
AND FILTE
871

















GATES PARK MASTER PLANNING SLIDES



Gates Park Improvements

North End Concept


PARKING (64 STALLS)
64 STALLS

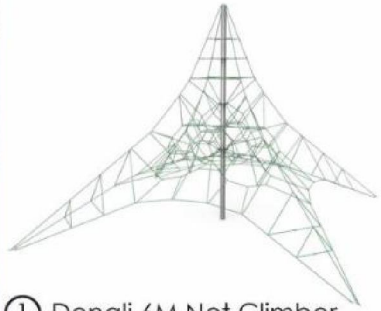

RITLAND+KUIPER
LANDSCAPE ARCHITECTS


RITLAND+KUIPER
LANDSCAPE ARCHITECTS


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


RITLAND+KUIPER
LANDSCAPE ARCHITECTS





① Denali 6M Net Climber



② 5-Bay Variety Swings for All





③ Cruise Line



④ Custom Play Structure



⑤ Unity Dome Climber



⑨ Unity Teeter



⑥ NEOS 360 Accessible



⑧ Assembles Playville Play Structure

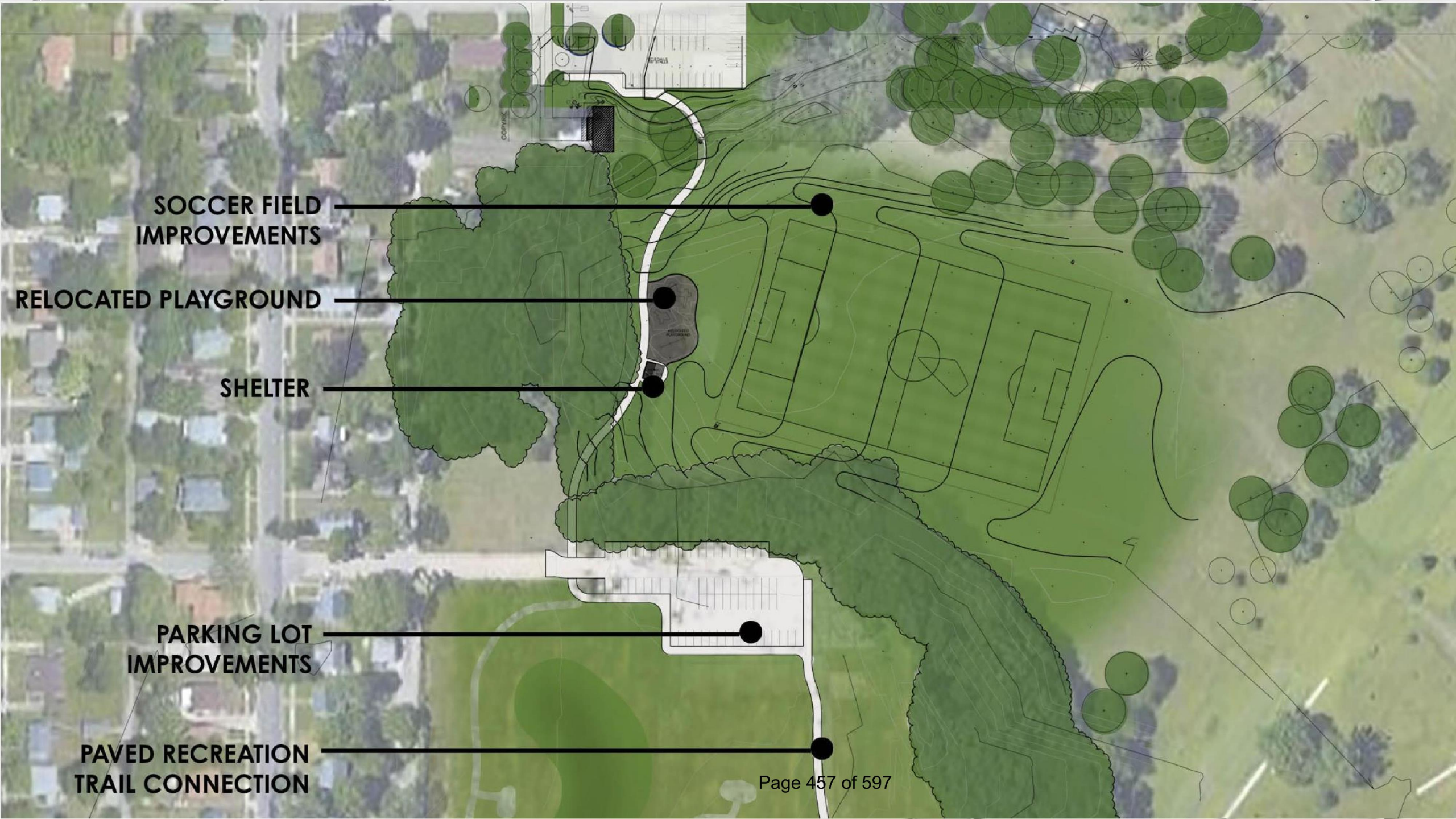


⑩ Play Tunnel

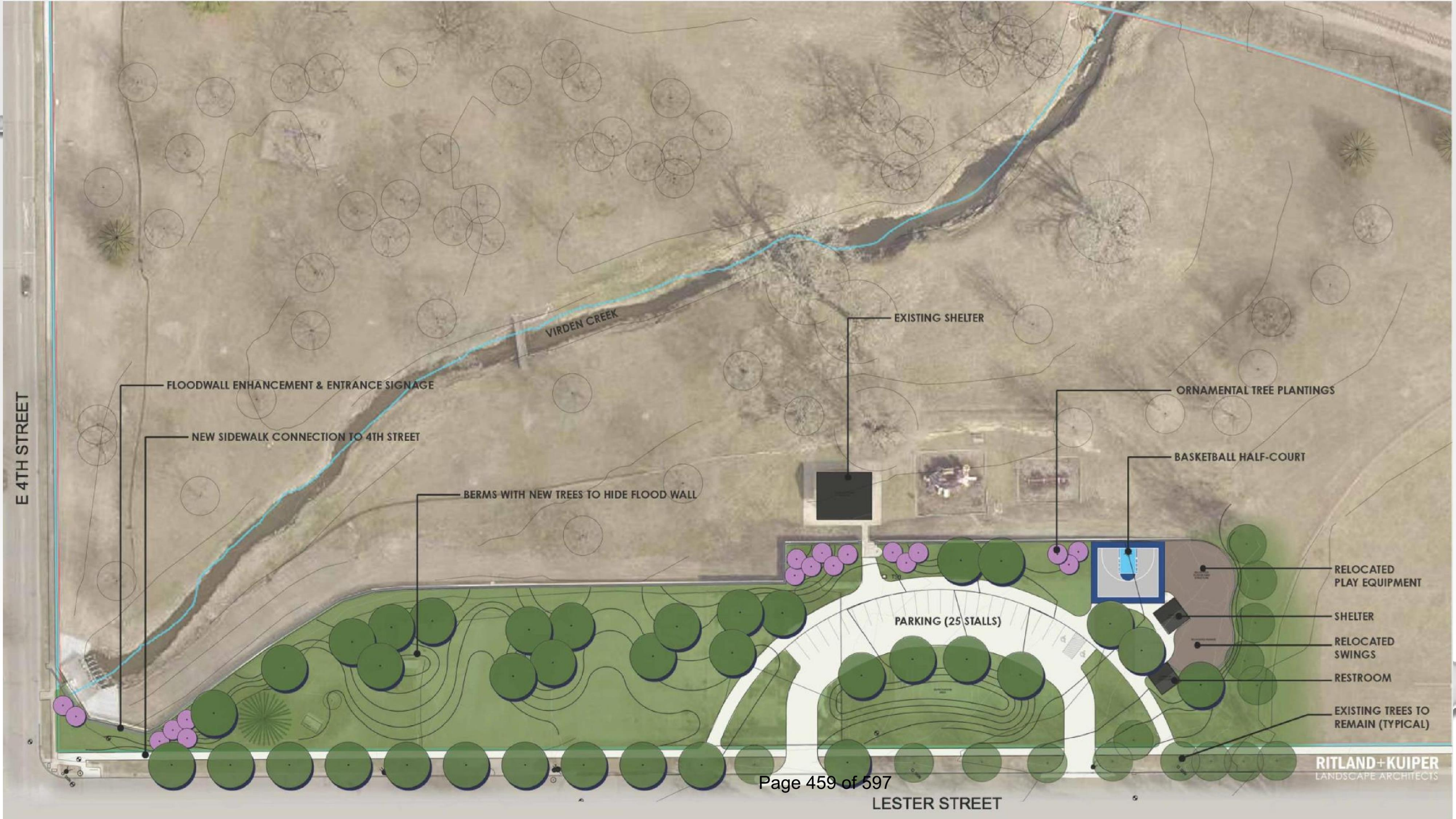


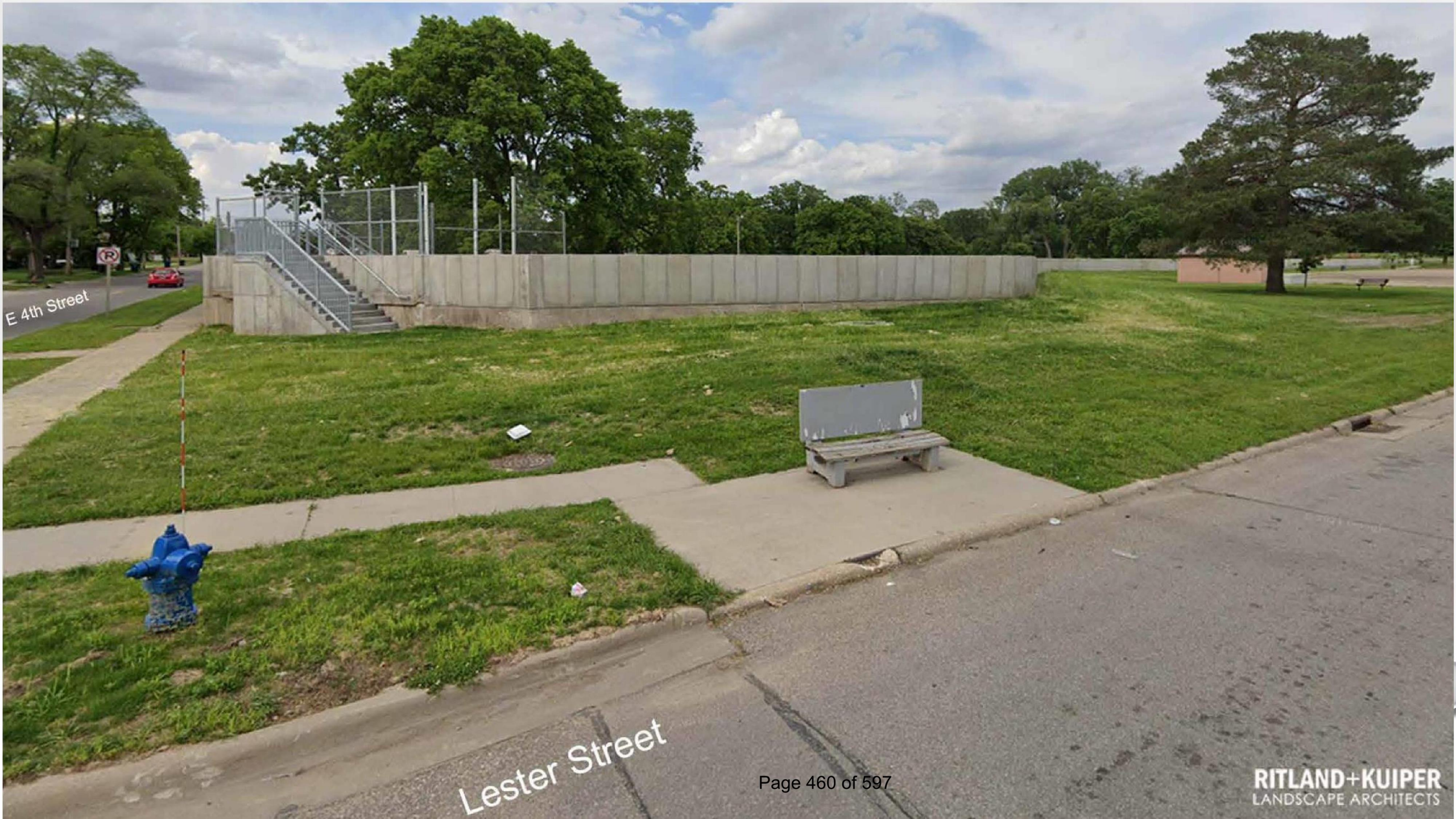
⑦ Accessible Whirl


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

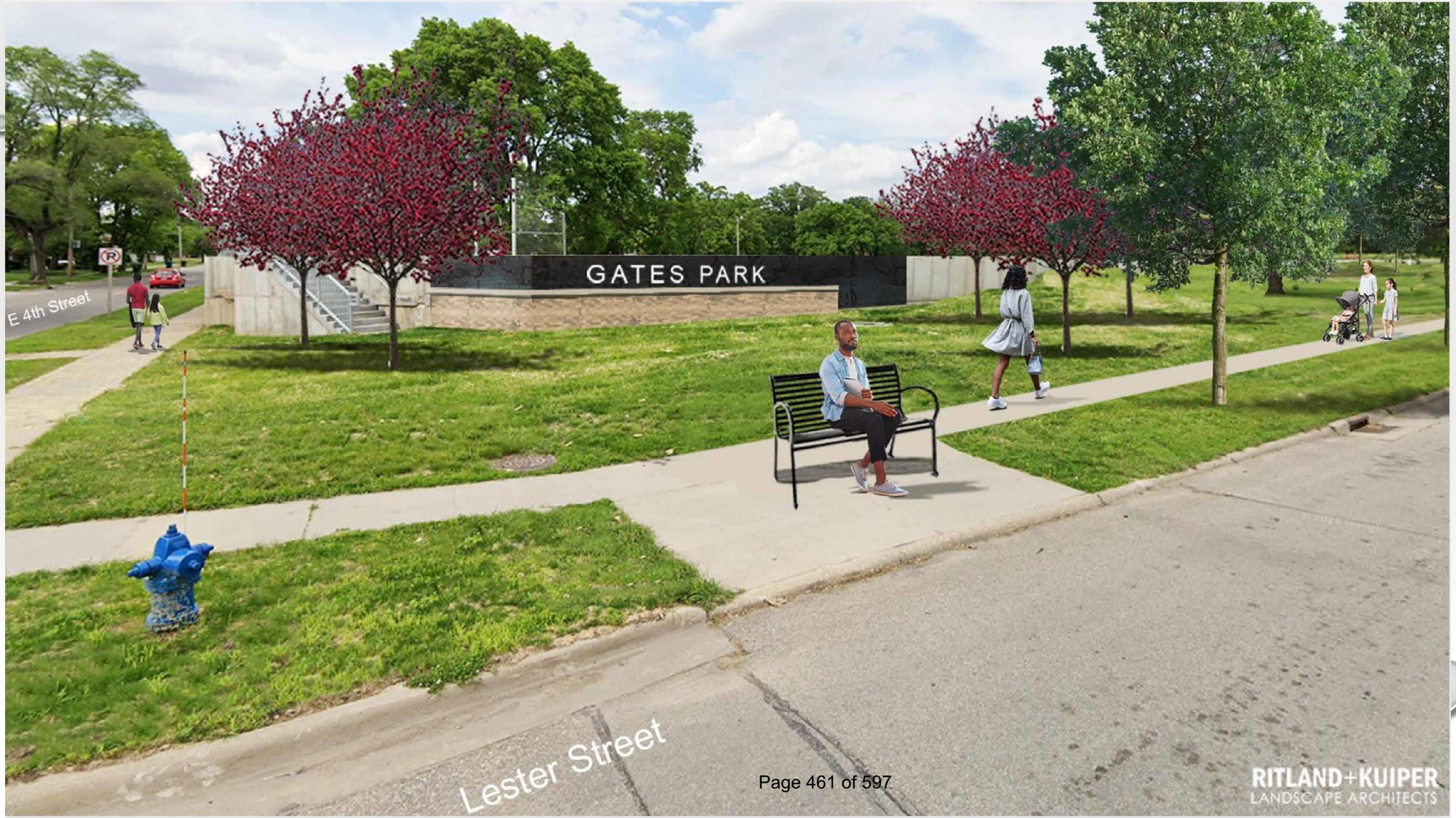

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LANDSCAPE ARCHITECTS
LESTER STREET



RITLAND+KUIPER
LANDSCAPE ARCHITECTS

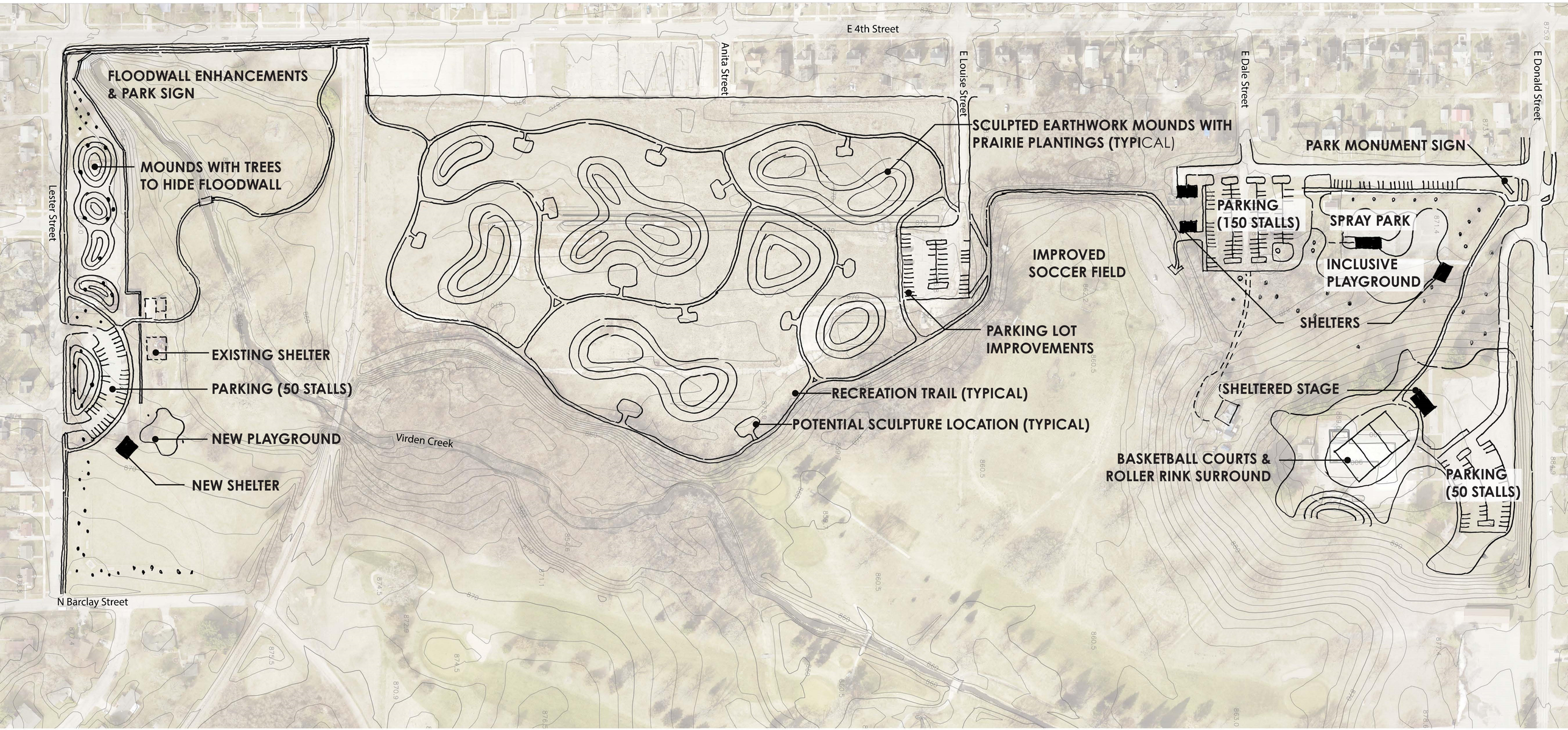

GATES PARK
E 4th Street
Lester Street
RITLAND+KUIPER
LANDSCAPE ARCHITECTS

QUESTIONS & DISCUSSION

BALLARD*KING & ASSOCIATES LTD

WTI WATER TECHNOLOGY INC.

RITLAND+KUIPER LANDSCAPE ARCHITECTS



Gates Park Improvements

Waterloo, Iowa

RITLAND+KUIPER
LANDSCAPE ARCHITECTS

NORTH
0 50 100
SCALE IN FEET

CITY OF WATERLOO

Council Communication

Resolution adopting the Waterloo Aquatics Master Plan as recommended by the Leisure Services Commission.

City Council Meeting: 2/21/2022
Prepared: 2/8/2022

ATTACHMENTS:

Description	Type
Council Presentation	Backup Material

SUBJECT:	Resolution adopting the Waterloo Aquatics Master Plan as recommended by the Leisure Services Commission.
Submitted by:	Submitted By: Paul Huting, Leisure Services Director
Recommended Action:	Recommend Approval of Resolution adopting the Waterloo Aquatics Master Plan as presented by Ballard King and Associates.
Summary Statement:	A link to the Aquatics Master Plan is provided. Attached is the presentation from the Council Work Session on the Aquatics Master Plan and the Gates Park Master Plan. Both plans are designed to work in harmony for the larger project "Transforming Gates and Byrnes Parks". Below is a link to download the final master plan document: Waterloo Aquatic Master Plan Final 02092022.pdf
Neighborhood Impact:	Implementing the elements of this master plan will have a lasting positive impact on the neighborhoods surrounding Gates and Byrnes Parks.
Data/Analysis and Strategies:	Extensive demographic data analysis has been studied and incorporated in this plan in order to predict future aquatic facility and programming needs of our community.
Community Engagement Methods:	Public input has been provided through a variety of methods including comprehensive surveys and multiple focus group meetings. Neighborhood Services has been intimately involved in order to ensure neighborhood voices are heard about what key elements are desired in this transformational project for Gates and Byrnes Parks
Expenditure Required/Source of Funds:	The estimated cost to implement the aquatic features at Byrnes Park is approximately $8 million. Similarly, the cost to implement all elements at Gates park (splash pad and many additional park features) is approximately $8 million. A request for $6.5 million will be submitted to Black Hawk County Gaming Association. It is anticipated that grant applications will be submitted to Otto Schoitz Foundation, McElroy Trust, Van G. Miller Trust, and other charitable partners. Several State and Federal Grant sources are currently being identified. $4.5 million is being requested in the upcoming City of

CITY OF WATERLOO, IOWA AQUATIC MASTER PLAN

BALLARD*KING & ASSOCIATES

WATER TECHNOLOGY, INC.

RITLAND + KUIPER LANDSCAPE

1/31/2022

AGENDA

- INTRODUCTION TO THE PROCESS
- CONDITION OF EXISTING CITY FACILITIES
- PROCESS FOR AQUATIC MASTER PLANNING
- PUBLIC INPUT
- BYRNES PARK FUTURE
- GATES PARK FUTURE AND WORKING PLAN
- QUESTIONS & ANSWERS

INTRODUCTION

- WHAT WE'VE DONE
- WHY WE'VE DONE IT
- WHO HAS DONE THIS FOR US

SHOULD THE CITY BE IN THE BUSINESS OF AQUATICS?

- THE CITY IS……
  - COMMITTED TO OFFERING AQUATIC FACILITIES AND PROGRAMS.
  - STRONG FEELING THAT “SWIMMING” IS A LIFE SKILL THAT SHOULD BE OFFERED BY THE CITY.
  - AFFORDABILITY IS AND SHOULD CONTINUE TO BE A HALLMARK.

CONDITION OF EXISTING FACILITIES

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

BYRNES PARK – EXISTING CONDITIONS

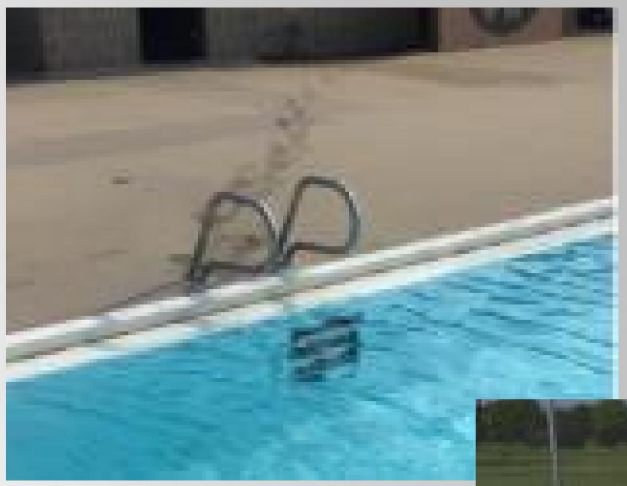






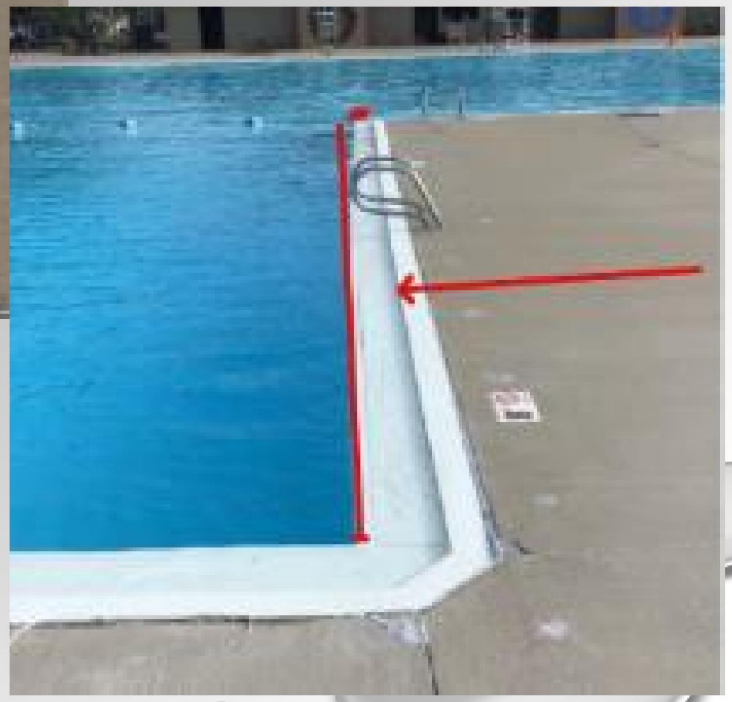


BYRNES PARK – EXISTING CONDITIONS









GATES PARK – EXISTING CONDITIONS

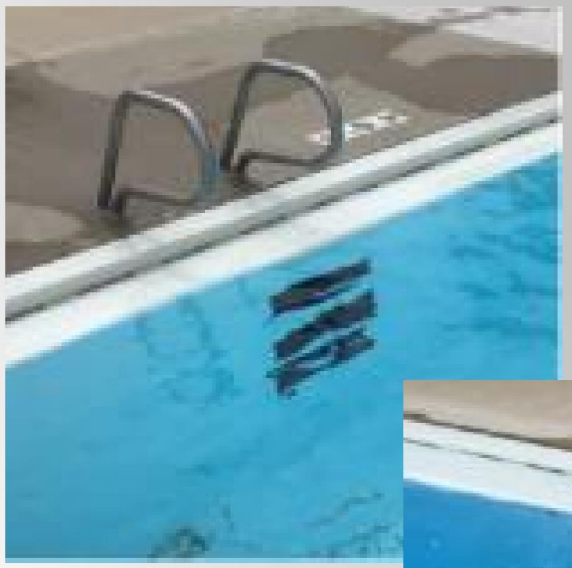


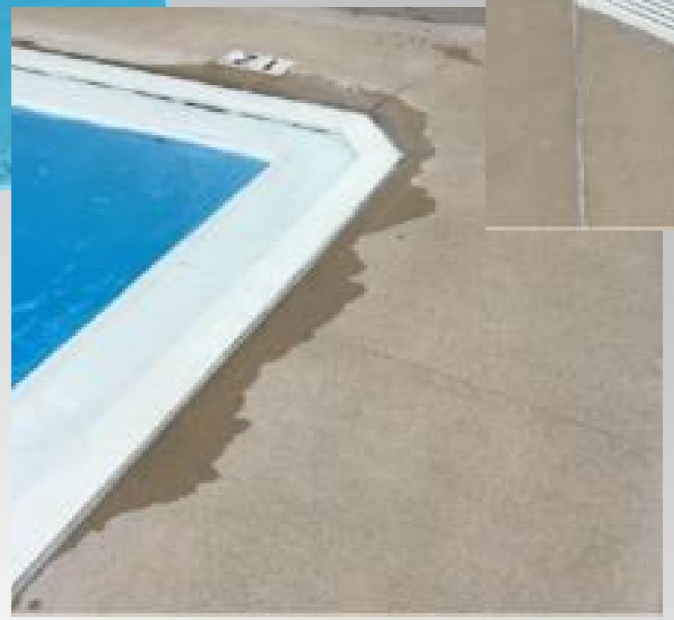






GATES PARK – EXISTING CONDITIONS



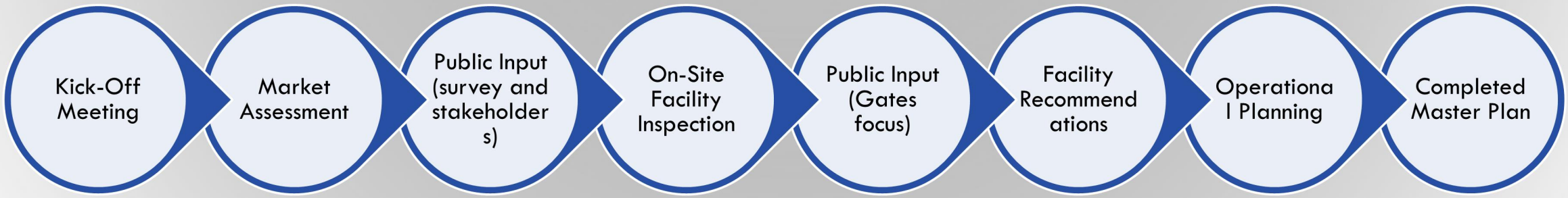






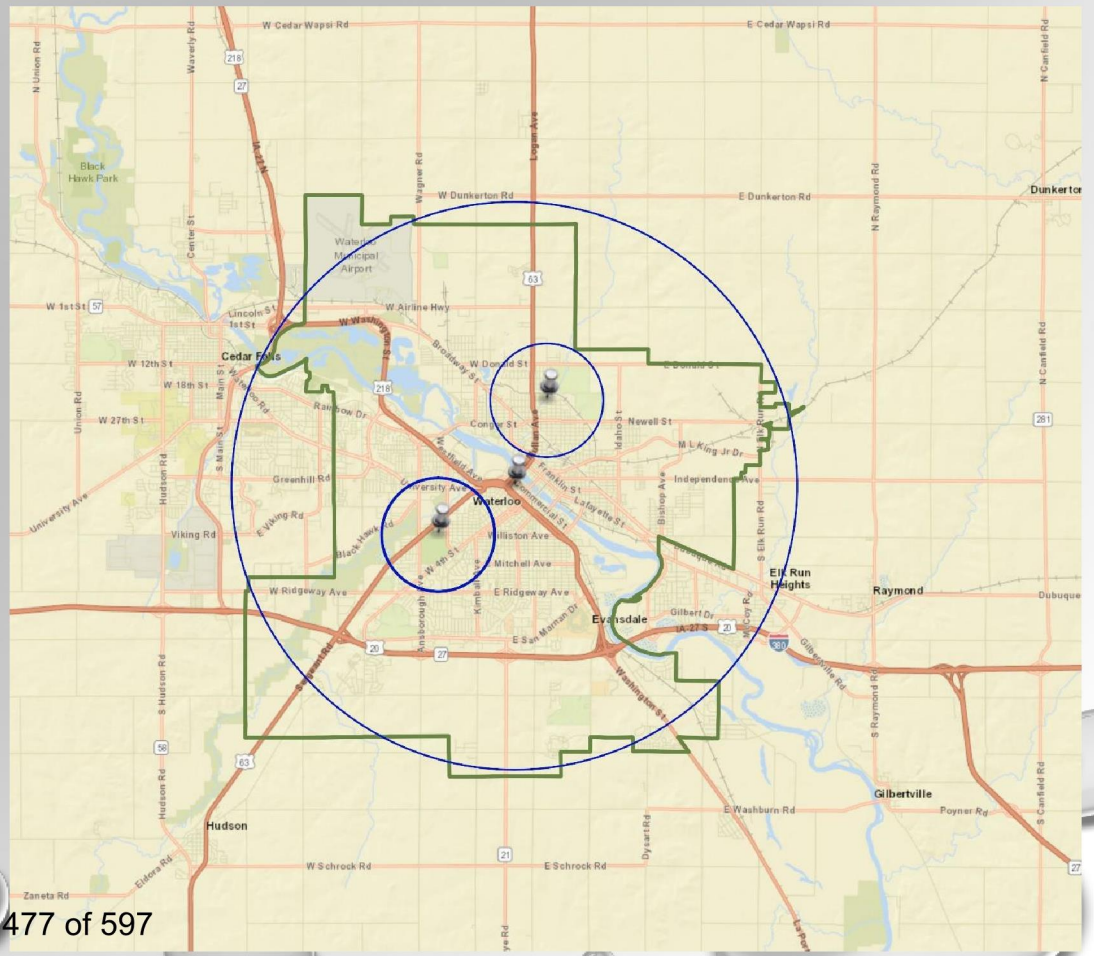


THE PROCESS


Kick-Off Meeting
Market Assessment
Public Input (survey and stakeholders)
On-Site Facility Inspection
Public Input (Gates focus)
Facility Recommendations
Operational Planning
Completed Master Plan

MARKET

- AMPLE POPULATION
- DIVERSITY BY LOCATION
- MEDIAN AGE = YOUTH/FAMILIES
- MEDIAN INCOME = FLUCTUATION

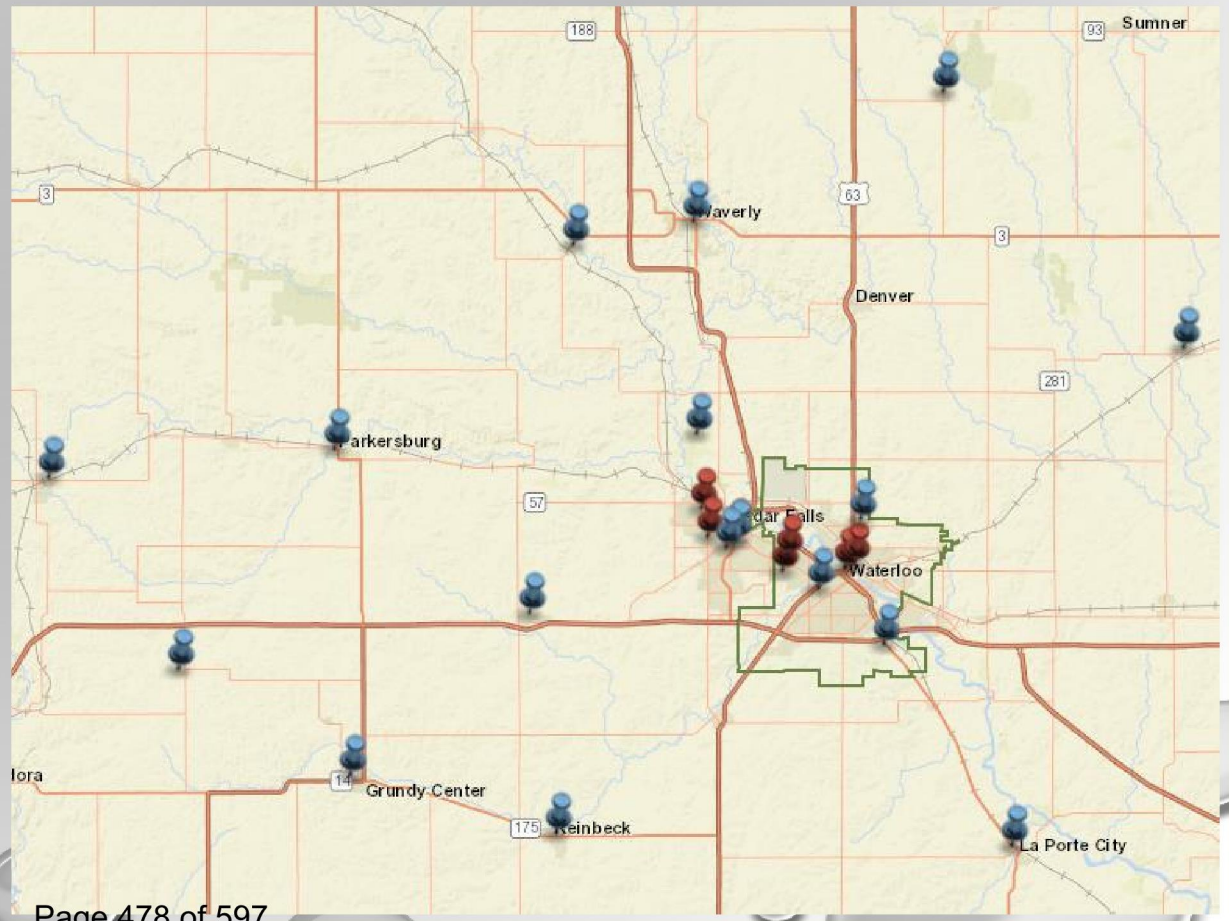


PARTICIPATION

- ADULT SWIMMING – STRONG IN AREA

- 16.1% PARTICIPATION IN SWIMMING
- 9,951 INDIVIDUALS (AGE 7+)
- 447,102 POOL VISITS

- 55-64 12-17 7-11



SURVEY KEY FINDINGS

- 990 RESPONSES COLLECTED
- 56.7% RESIDENTS
- TOP 3 AQUATIC PROGRAMS
  - OPEN SWIM / RECREATION SWIM
  - LIFEGUARD TRAINING
  - GROUP SWIM LESSONS
- WEEKLY VISITS – 68.3%
- NEVER VISIT – 5.6%
- 56.5% - NEW POOL IS A HIGH PRIORITY

SURVEY KEY FINDINGS

- BIGGEST OBSTACLES
  - COST TO USE
  - LOCATION
  - WEATHER
  - HOURS OF OPERATION
  - AVAILABILITY
  - FUNDING

- WHAT'S MISSING (ABBREVIATED)
  - NO ORDER OF PRIORITY
  - OUTDOOR BASKETBALL
  - FIELDS
  - HANDBALL
  - ICE SKATING
  - PARKS
  - PICKLEBALL
  - PLAYGROUNDS

GATES PARK FOCUS GROUP

- THE PARK HAD BEEN FORGOTTEN, AND SUBSEQUENTLY THE COMMUNITY.
- HERE NEEDS TO BE A TRANSFORMATIONAL INVESTMENT IN THE PARK.
- COMMON ITEMS REQUESTED IN THE PARK…..
  - SHELTERS, BETTER WAYFINDING, IMPROVED TRAILS, REFLECTIVE OF COMMUNITY, PLAYGROUND, GATHERING SPACES, FIELDS, OUTDOOR COURTS, SOME TYPE OF WATER.

FUTURE DIRECTION

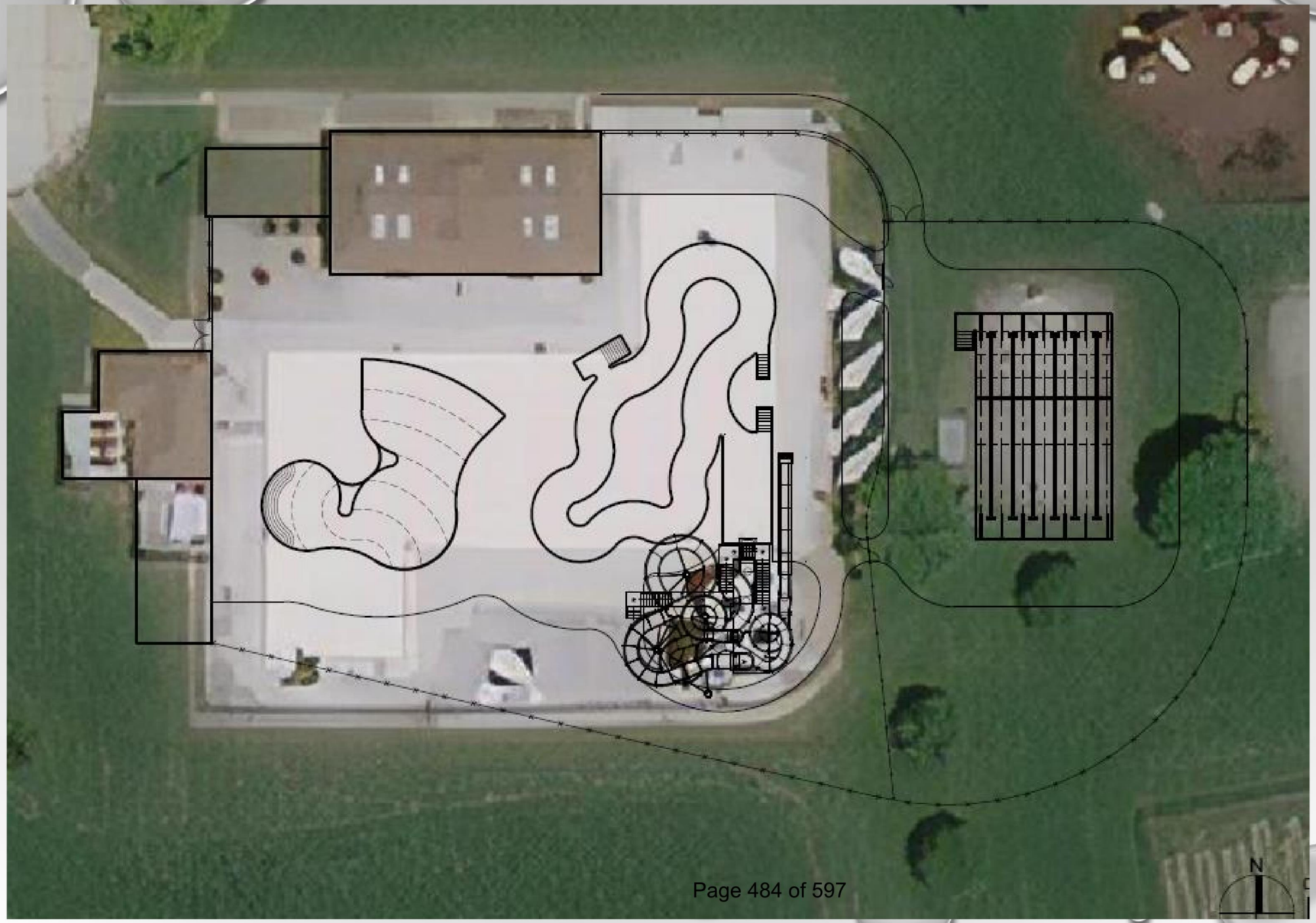
- THE POPULATION WILL SUPPORT:
  - 1 INDOOR AQUATIC CENTER
  - 1.5 OUTDOOR AQUATIC CENTERS

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

BYRNES PARK POOL

- 3 SEPARATE BODIES OF WATER
  - 6-LANE, 25Y LAP POOL
  - LAZY RIVER W/ CATCH POOL FOR SLIDE TOWER
  - ZERO DEPTH ENTRY PLAY POOL
- REPLACE FILTRATION & WATER TREATMENT FACILITIES
- INCREASES WATER SURFACE AREA

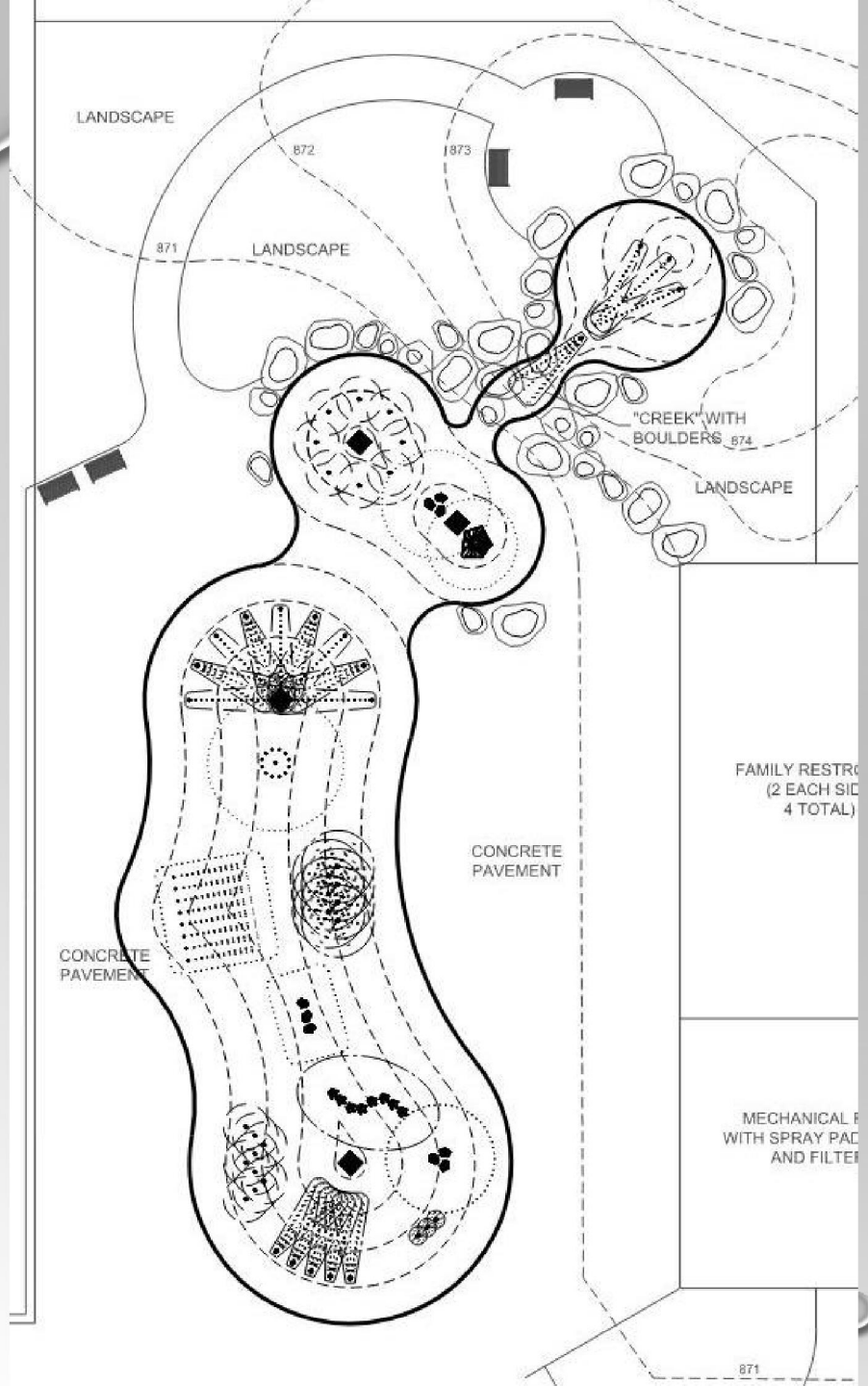
- OPPORTUNITIES FOR:
  - EXPANDED PROGRAMS
  - VARIABLE HOURS
  - SIMULTANEOUS ACTIVITIES
  - INCREASE REVENUE GENERATION

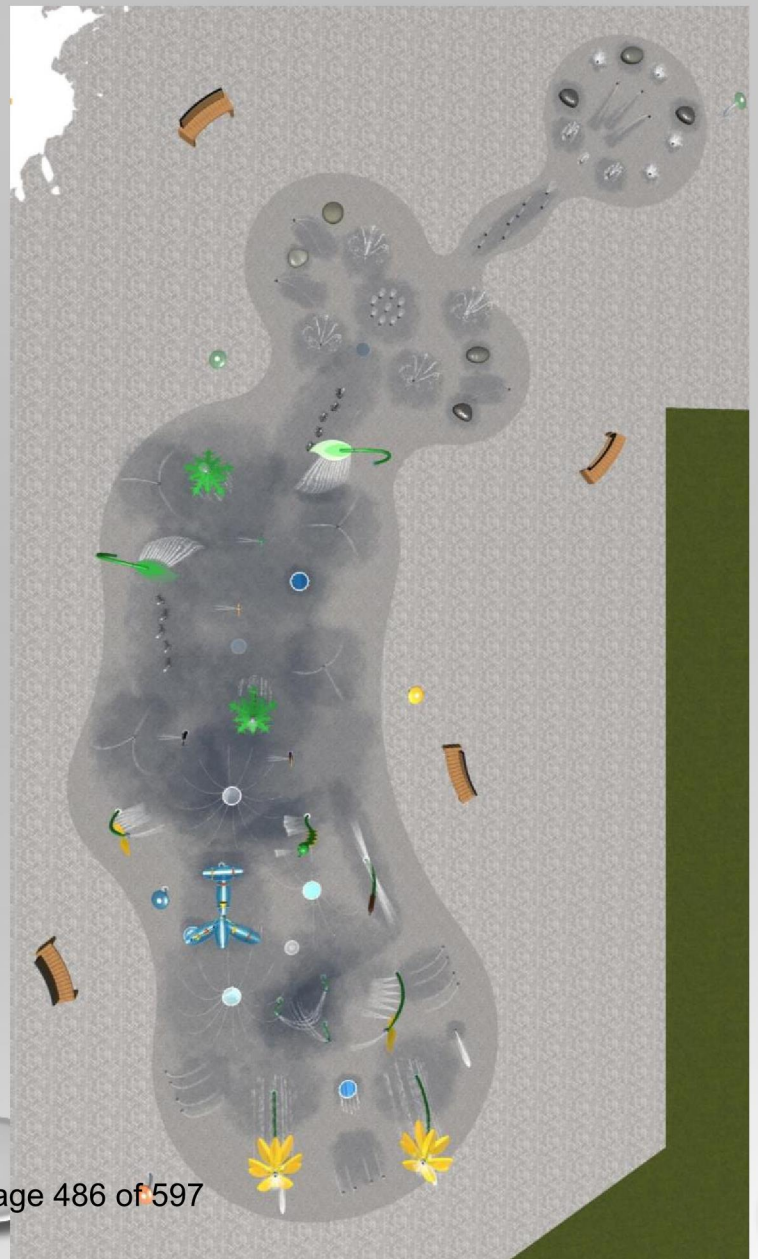

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SPRAY PAD

- 1 IN WATERLOO AND IT IS EXTREMELY POPULAR.

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


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873
871
LANDSCAPE
"CREEK" WITH
BOULDERS
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(2 EACH SID
4 TOTAL)
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CONCRETE
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MECHANICAL
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871

















GATES PARK MASTER PLANNING SLIDES



Gates Park Improvements

North End Concept


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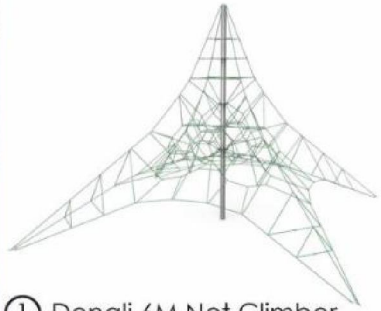

RITLAND+KUIPER
LANDSCAPE ARCHITECTS


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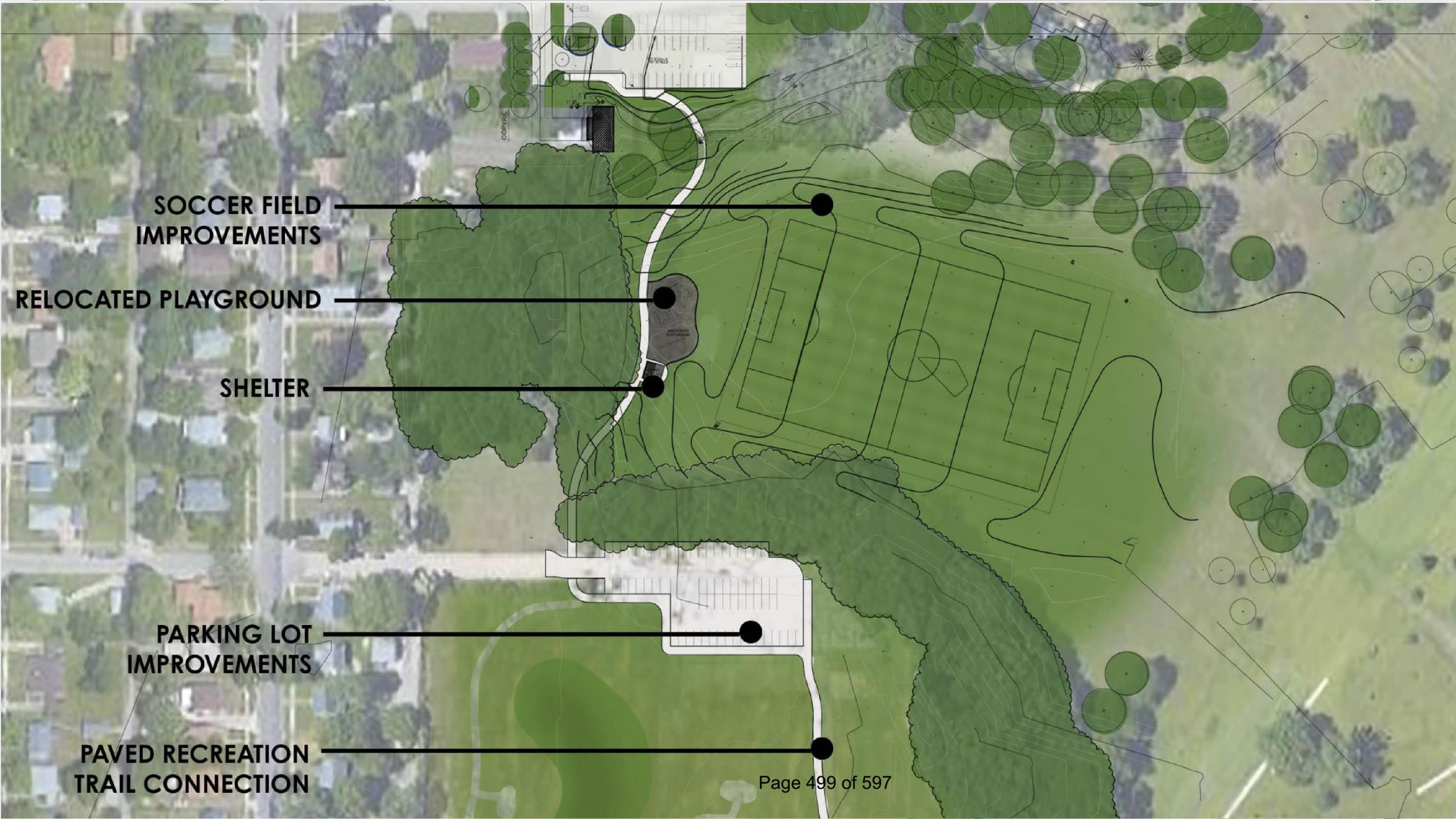


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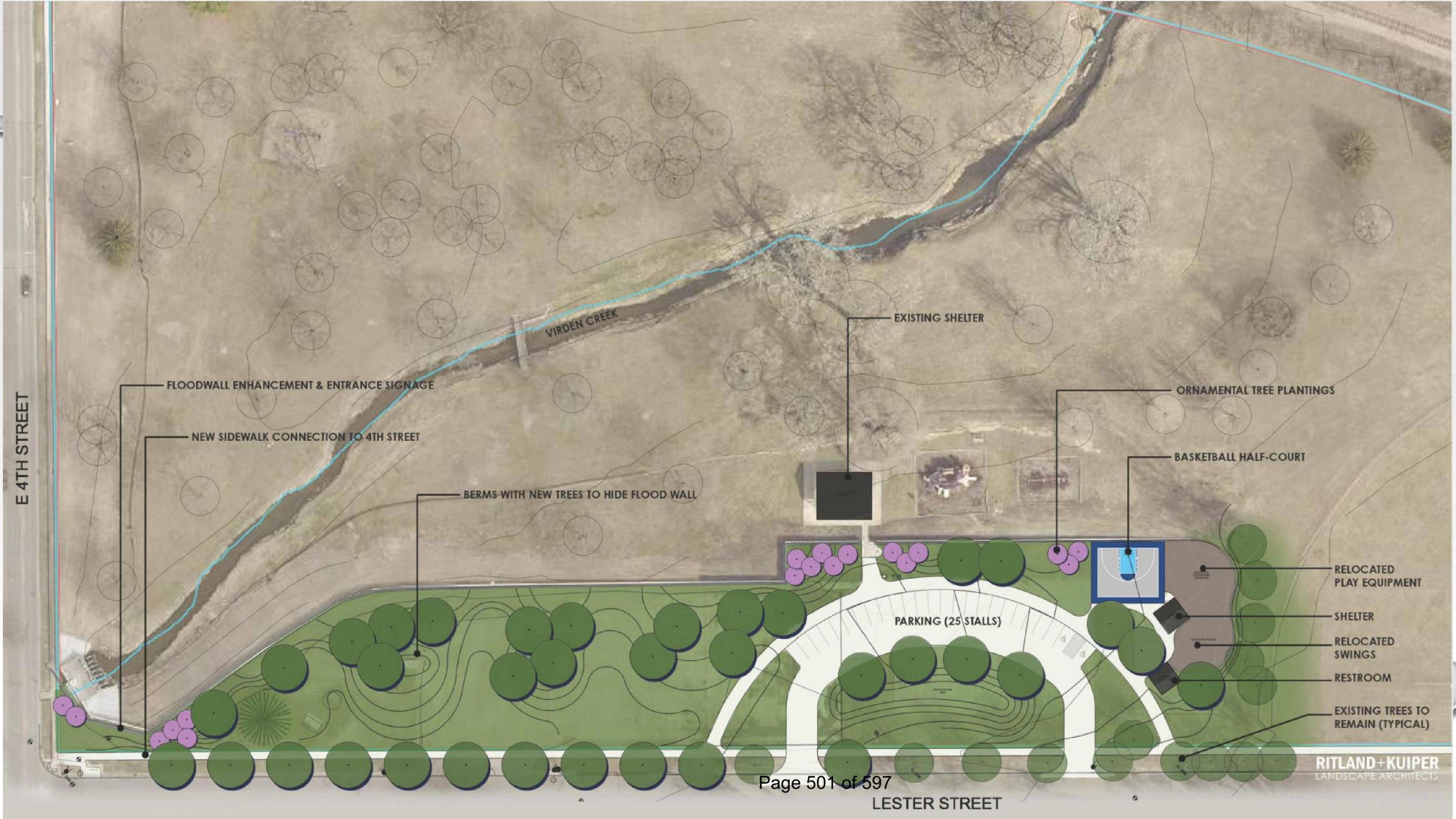


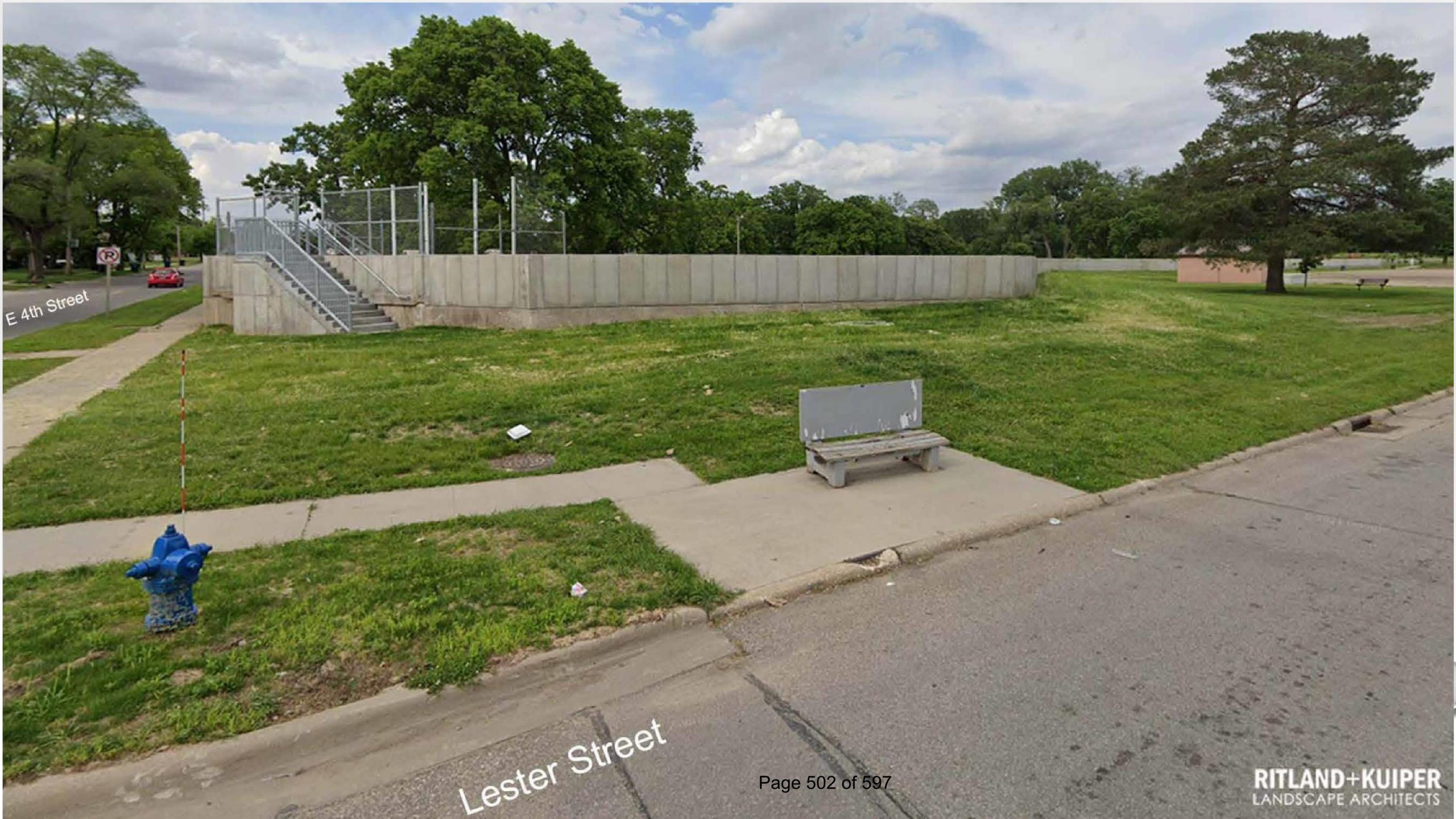
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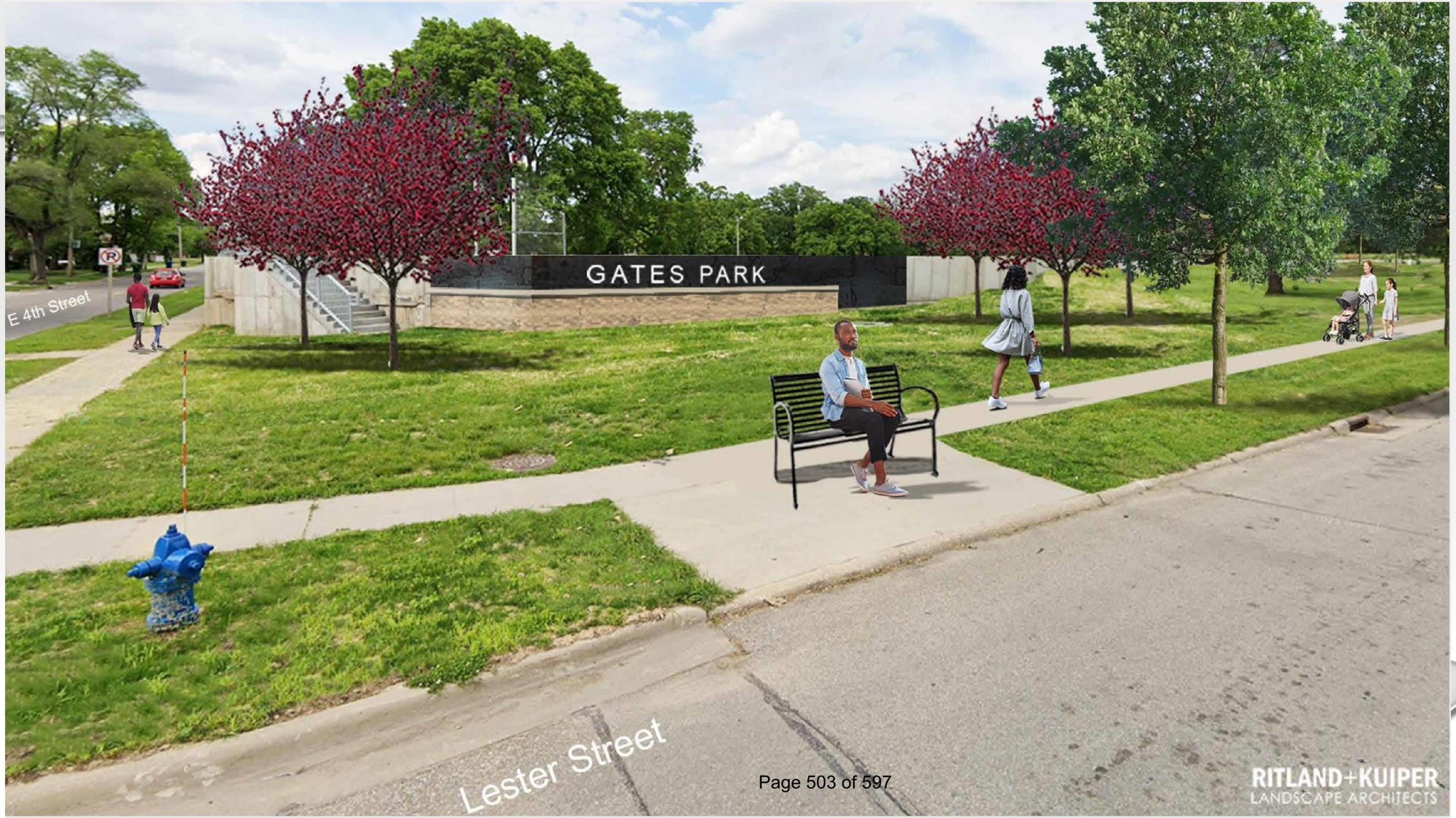

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LANDSCAPE ARCHITECTS
LESTER STREET



RITLAND+KUIPER
LANDSCAPE ARCHITECTS


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

QUESTIONS & DISCUSSION

BALLARD*KING & ASSOCIATES LTD

WTI WATER TECHNOLOGY INC.

RITLAND+KUIPER LANDSCAPE ARCHITECTS

CITY OF WATERLOO

Council Communication

Resolution approving the Iowa Certified Local Government 2021 Annual Report, and authorizing the Mayor and Planning Staff to execute said document.

City Council Meeting: 2/21/2022
Prepared: 1/25/2022

ATTACHMENTS:

Description	Type
Annual Report Certification	Backup Material
Annual Report	Backup Material

SUBJECT:	Resolution approving the Iowa Certified Local Government 2021 Annual Report, and authorizing the Mayor and Planning Staff to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	As a Certified Local Government the City of Waterloo needs to file a report annually to the State of Iowa and the United States Department of the Interior. The benefit of being a Certified Local Government: • Access to special funding • Recognized by State and Federal Agencies • Technical Assistance for the State Historic Preservation Office • Information Excahnge This year the Historic Preservation Commission has accomplished: • Work on collaborations with other interested organizations. • Worked on projects with the Waterloo School District to create better awareness of historic preservation with a new generation. • Provided home owners information and suggestions for projects on historic homes. • Explored options for the Dunsmore House
Data/Analysis and Strategies:	Historic Preservation
Expenditure Required/Source of Funds:	None
Alternative:	Don't approve, which would cause the City of Waterloo to no longer be designated as a Certified Local Government.

Certified Local Government Annual Report

Name of Certified Local Government: _____

Signature of person who completed this report *Date*

I certify that a representative of the historic preservation commission has attended a public meeting and presented the details of this report to the city council (city CLG) or the Board of Supervisors (county CLG).

Date of public meeting

Signature of Mayor or Chairman of the Board of Supervisors *Date*

Printed Name of Elected Official

Please upload this completed form with your annual report on SlideRoom.

Thank you.

NOT SUBMITTED

Reviewers cannot see your material until you submit your application. Once you have finished the last step, you will receive a confirmation message and ID number.

State Historical Society of Iowa

2021 Certified Local Government Annual Report

John Dornoff
715 Mulberry Street
Waterloo, IA 50703, United States
319-291-4366
john.dornoff@waterloo-ia.org

Forms Edit

Certified Local Government Annual Report

* indicates a required field

Under the CLG Agreement with the State, local governments and their historic preservation commissions are responsible for submitting an annual report documenting the commission's preservation work and that they have met the requirements of the CLG program.

This annual report is also an important tool for your commission to evaluate its own performance and to plan for the coming year.

1. Name of the city, county, or land use district:

Please choose the name from the drop down table.

Waterloo Historic Preservation Commission

2.

Did your commission undertake any projects for historic identification/survey, evaluation and or registration/nomination projects in this calendar year?

CLG Standards are in your local government's Certified Local Government (CLG) Agreement and the National Historic Preservation Act:
1) The CLG shall maintain a system for the survey and inventory of historic and prehistoric properties in a manner consistent with and approved by the STATE.
2) The CLG will review National Register nominations on any property that lies in the jurisdiction of its historic preservation commission.

Please upload any Iowa Site Inventory Forms or other survey materials produced during the year. Please do not upload any projects that were funded with a CLG or HRDP grant, mandated by the Section 106 review and compliance process, or National Register nominations as we already have these documents in our files.

no

3.

Were any National Register of Historic Places (NRHP) properties in your City, County, or LUD were altered, moved, or demolished in this calendar year?

no

4. Does your local government designate local landmarks or local districts?

IMPORTANT: Most local governments do not have a program for local designation. If you have questions about whether you have a local designation program or not, please contact the CLG Coordinator at historic.preservation@iowa.gov before you complete this section.

Yes

5.

If you answered yes to the previous question, in this calendar year, what properties did your city place on its list of locally designated historic landmarks and/or historic districts? Please provide the historic name and address of each property

IMPORTANT: Most local governments do not have a program for local designation. If you have questions about whether you have a local designation program or not, please contact the CLG Coordinator at historic.preservation@iowa.gov before you complete this section.

REMINDER: Before local districts are designated by your city council, you must send the local nomination to the SHPO for review and comment. Please allow at least 45 days for review before the nomination is scheduled for city council review. The SHPO review takes place after your commission has approved the local district nomination and BEFORE it is placed on the city council's agenda.

None added in 2021 however, an application was received in December 2021 that will be on the January 2022 agenda.

5.1.

Please attach a copy of the final designation nomination(s) and ordinances(s) for these properties

6.

In this calendar year, what were the actions to revise, amend, change, or de-list a locally designated property? Please provide the name and address of the property(ies) and the action. If no action was taken, enter N/A

N/A

7.

Has your city or county passed other ordinances that directly or indirectly affect historic preservation?

no

8.

Did your city, county, LUD or its historic preservation commission undertake any of the following activities in this calendar year? Please think broadly about this question and include any activity (small or large) that facilitated historic preservation in your community. This is your opportunity to boast about your accomplishments and get credit for the great work you do!

CLG Standards found in CLG Agreement and National Historic Preservation Act:
1) The CLG will enforce all appropriate state and local ordinances for designating and protecting historic properties.
2) The CLG shall provide for adequate public participation in the local historic preservation programs.

b. Provided technical assistance on historic preservation issues or projects. Examples include working with individual property owners, business owners, institutions to identify appropriate treatments and find appropriate materials, research advice, etc.

8.1.

Describe the city, county, LUD, and/or historic preservation commission's assistance on preservation issues or projects in this calendar year. Please be specific (address(es) of property(ies), what was the issue(s), what technical assistance was provided?.

Every meeting has time set aside to allow property owners to come in and get advice on their projects so that it will be easier for them when they apply for their Certificate of Appropriateness or nomination. The commission has advised a property owner on the best way to replace doors to make them more secure after they were robbed. The commission also advised another property owner on ways to make their property that is in the Highland Historic District closer to its historic appearance.

9.

Are there any particular issues, challenges, and/or successes your preservation commission has encountered or accomplished this year?

Like probably every other community the biggest issue has been COVID-19 which required the commission to cancel its annual awards banquet after changing the date a couple of times. The commission is also having issues with a consultant on a grant project that has gone AWOL.

10.

What partnerships did your commission form or continue with other entities? (examples include local main street office, local school, historical society, library, museum, service club, etc.) If none, enter N/A

The commission is working to form relations with the Youth Art Council, Youth City Council, Experience Waterloo, Cedar Valley Historical Society, Cedar Falls Historic Society, Cedar Falls Historic Preservation Commission, and the NAACP.

11.

Did your historic preservation commission receive any grants (other than CLG or HRDP) this year? If so, please describe. If none, enter N/A.

N/A

12. Does your commission have a website?

Yes

12.1. What is the website address?

https://www.cityofwaterlooiowa.com/departments/planning-zoning/historic_preservation_commission/index.php

13. Does your commission have a Facebook page?

No

14.

List dates of public commission meetings held (please note these are meetings actually held with a quorum, not just those that were scheduled).

CLG Standards found in CLG Agreement and National Historic Preservation Act:
1) The CLG will organize and maintain a historic preservation commission, which must meet at least three (3) times per year.
2) The commission will be composed of community members with a demonstrated positive interest in historic preservation, or closely related fields, to the extent available in the community.
3) The commission will comply with Iowa Code Chapter 21 (open meetings) in its operations.
4) Commission members will participate in state-sponsored or state-approved historic preservation training activities.

January 20th, February 16th, March 18th, April 20th, May 18th, July 20th, August 17th, September 21st, October 19th, November 16th.

15.

We recommend that the local government provide the commission a budget with a minimum of $750 to pay for training and other commission expenses. In this calendar year, what was the dollar amount for the historic preservation commission's annual budget?

$0

16. Where are your official CLG files located?

Certified Local Government files must be stored at city hall (for city commissions) or the county courthouse (for county commissions).

Waterloo City Hall
715 Mulberry Street
Waterloo, IA 50703

17.
Please list the names of the Historic Preservation Commissioners who served during this calendar year.

Ed Ottesen, Terry Stevens, Susan Price, Nick Hedrick, Mathew Gilbert, Alice Rohret

18.
Each CLG was asked to provide a work plan last year. Please provide a self-assessment of your progress on the initiatives and programs you identified last year. Were you able to accomplish much of what you set out to do? If not, what would help you fulfill this next year's work plan?

The commission was able to start working on several items on the action plan. Several items on our action plan were had to be put off due to COVID and the annual banquet being cancelled which resulted in the canceling of several projects that were planned leading up the banquet. At this point in time the banquet is scheduled to happen this May and many of the items delayed from last year will be implemented here in 2022.

19.
Each commission should develop a work plan for the coming year. This work plan should include the project(s), initiatives and programs you plan to begin or complete. Also discuss your plan for obtaining historic preservation training in 2022. Please attach your work plan to your annual report.

Action Plan 01.18.22.pdf

20. Please update contact information about your 2022 Chief Elected Official.

Note: This is beginning January 2022. Please provide the information for the Mayor, Chairman of the Board of Supervisors, or President of LUD Trustees.

First and Last Name	Mailing Address	Phone Number	Email Address
Quentin Hart	715 Mulberry Street	(319) 291-4301	mayor@waterloo-ia.org

21.

Please update contact information about your Staff Person for the Historic Preservation Commission.

This is a local government staff member and is required. Electronic and mailed communication is sent to the staff person and chair of the commission who will forward to the rest of the commission members.

First and Last Name	Job Title	Mailing Address	Phone Number	Email Address
John Dornoff	Planner II	715 Mulberry Street	3192914366	john.dornoff@waterloo-ia.org

22.

Please complete the following and provide contact information about your 2022 Chairperson/Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the chair who will forward the information to the rest of the commission members.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Ed Ottesen	1941 West 6th Street, Waterloo, Iowa 50702	319-429-5569		eaohome@mchsi.com

22.1.
If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.

Main Street Waterloo.

22.2. Specify the month, day, and year that the commissioner's term will end.

02/03/2023

22.3.
Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

Yes

23.
Please complete the following and provide information about your 2022 Vice Chairperson/Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Nicholas Hedrick	207 Highland Blvd, Waterloo, Iowa 50703	319-290-4475	319-290-4475	nhedrick@cfholiday.com

23.1.
If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.

Most local governments do not have a program for local designation. If you have questions about whether you have a local designation program or not, please contact the CLG Coordinator at historic.preservation@iowa.gov before you complete this section.

Highland Neighborhood

23.2. Specify the month, day, and year that the commissioner's term will end.

04/15/2022

23.3.
Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

No

24.
Please complete the following and provide information about your 2022 Secretary/Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Susan Price	2753 Fairlane Avenue, Waterloo, Iowa 50702	319-269-6745	319-269-6745	sueprice49@yahoo.com

24.1.
If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.

N/A

24.2. Specify the month, day, and year that the commissioner's term will end.

05/02/2022

24.3.
Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

No

25.
Please complete the following and provide information about your 2022 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Alice Rohret	206 Iowa Street, Waterloo, Iowa 50703	319-939-5277		alicerohret@gmail.com

25.1.
If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.

N/A

25.2. Specify the month, day, and year that the commissioner's term will end.

03/04/2022

25.3.
Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

No

26.
Please complete the following and provide information about your 2022 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Mathew Gilbert	325 East Park Avenue Unit 215, Waterloo, IA 50703	319-504-6685	319-504-6685	global.mrg@gmail.com

26.1.
If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.

N/A

26.2. Specify the month, day, and year that the commissioner's term will end.

02/04/2023

26.3.
Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

No

27.

Please complete the following and provide information about your 2022 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Terry Stevens	1629 Ackermant Street, Waterloo, Iowa 50703	319-291-6724	319-833-3129	danceterryh2oloo@aol.com

27.1.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.

27.2. Specify the month, day, and year that the commissioner's term will end.

12/09/2022

27.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

28.

Please complete the following and provide information about your 2022 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

29.

Please complete the following and provide information about your 2022 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

30.

Please complete the following and provide information about your 2022 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

31.

Please complete the following and provide information about your 2022 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

32.

Please attach biographical sketches for commissioners who were newly appointed in 2021.

Please be sure newly appointed commissioners sign and date their statement. The form to use for this can be found in the "Attachments" section. You will need to upload in both locations.

33.

Does your commission have any vacancies? If so, how many? If you have no vacancies, enter N/A.

1

34. Please complete the Commission Training Table.

An important requirement of the Certified Local Government program is annual state-sponsored (such as the Preserve Iowa Summit) or state-approved training undertaken by at least one member of the historic preservation commission and/or staff liaison. In this table, provide information about the commissioners' involvement in historic preservation training, listing the name of the conference, workshop or meeting (including online training opportunities); the sponsoring organization; the location and date when the training occurred. Be sure to provide the names of commissioners, staff, and elected officials who attended.

Name of Event	Sponsor Organization	Location	Date	Names of Attendees
Preservation Iowa		Online		John Dornoff, Alice Rohret, and Mathew Gilbert

35.

Who of your commission members, staff, and/or elected officials attended the Preserve Iowa Summit? If so, please provide their names.

Please note this must be completed. If no one attended, enter none.

Mathew Gilbert, Alice Rohret, and John Dornoff

36. Signature page

The form to use for this can be found in the "Attachments" section. You will need to upload in both locations.

Annual Report Certification (2).pdf

ATTACHMENTS Edit

Ordinances/Resolutions

If you have a new ordinance/resolution or have changed your existing ordinance/resolution, upload it here.

[no file]

Ordinances/Resolutions

[no file]

Survey Materials

If you have produced Site Inventory Forms or a survey in the calendar year, please upload it here

[no file]

Work plan

Please upload the upcoming year's work plan here.



Action Plan 01.18.22.pdf

Biographical Sketches for New Commissioners

If you have new commissioners, please upload their Biographical Sketches here. Please make sure that they are signed. The form can be downloaded from here: https://drive.google.com/file/d/1GDBtPLv2an2sXho54yJfZRT13bwL4RFZ/view?usp=sharing

[no file]

Supplementary Material

Upload any supplementary material here

[no file]

Supplementary Material 2

Upload any supplementary material here

[no file]

Supplementary Material 3

Upload any supplementary material here

[no file]

Elected Official's Signature Page

Please schedule a time to present your annual report to your city council or Board of Supervisors. Ask your elected official to sign the signature page and upload here.

The form can be downloaded from here: https://drive.google.com/file/d/1YcetiR-inEjVfvoUWn3A5czCeim2m-XC/view?usp=sharing



Annual Report Certification (1).pdf

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CITY OF WATERLOO

Council Communication

Resolution approving a Development Agreement with Iowa Heartland Habitat for Humanity, for the construction of eighteen (18) new homes, including $90,000.00 infill incentive upon completion, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 2/21/2022
Prepared: 2/9/2022

ATTACHMENTS:

Description	Type
Habitat for Humanity Agreement - 18 lots	Backup Material

SUBJECT:	Resolution approving a Development Agreement with Iowa Heartland Habitat for Humanity, for the construction of eighteen (18) new homes, including $90,000.00 infill incentive upon completion, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve Development Agreement.
Summary Statement:	The City of Waterloo has worked with Habitat for Humanity on numerous housing projects through out the years. This agreement would incent 18 homes that have been built, or are to be built within older neighborhoods throughout Waterloo. The homes that are completed were started after the adoption of the infill policy on August 5, 2019. The remainder of the homes will be completed by May 31, 2023.
Neighborhood Impact:	These homes will be great additions in neighborhoods that typically do not see a lot of investment or development.
Data/Analysis and Strategies:	The City of Waterloo adopted the Infill Policy standards to work to pick up empty land parcels in older neighborhoods for added investment and add density/ infill to neighborhoods already served by existing infrastructure as a part of our Smart Growth goals and polices.
Expenditure Required/Source of Funds:	$5,000 per home total of $90,000 Nuisance / housing bonds
Alternative:	Not approve

1. 417 Argyle Street - 8913-24-163-023 (New Construction-Walnut)

Lot 7 and the East 15 feet of Lot 8 in Block 29 in Railroad Addition to Waterloo, Iowa.

2. 416 Argyle Street – 8913-24-303-003 (New Construction-Walnut)

Lot 7 Block 66 in the Cooley Addition to Waterloo, Black Hawk County, Iowa.

3. 217 Iowa Street - Part of Parcel 8913-24-306-026 (New Construction-Walnut)

The South One-Half of Lot No. Two (2), in Block No. Sixty-nine (69), in the Cooley Addition to Waterloo

4. 1637 Calhoun Street – 8912-29-401-019 (New Construction-Walnut)

Parcel "J" of Plat of Survey Doc. #2019-18738 of part of the NW ¼ of the SE ¼ of Section 29, Township 89 North, Range 12 West of the 5th P.M., Black Hawk County, Iowa.

5. 434 Almond Street – 8913-24-306-009 (New Construction-Walnut)

Cooley Addition Lot 2 Block 69

6. 308 Locust Street- 8913-26-326-002 (New Construction- Church Row)

The Northwesterly One-half of Lot No. Four (4) in Block No. Two (2) in Whitney and Sedgwick's Addition to the City of Waterloo, Iowa.

7. 1641 Calhoun Street- 8912-29-401-020 (New Construction-Walnut)

That part of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section No. 29, Township No. 89 North, Range No. 12 West of the Fifth Principal Meridian, also being part of Maywood Farms dated 06/30/1953 recorded in 79 Misc. 679 in the Office of the Black Hawk County Recorder, lying in the City of Waterloo, Black Hawk County, Iowa, described as follows:

Commencing at the Northwest comer of said Northwest Quarter of the Southeast Quarter, point being a found 1 "0 iron pipe;
thence along the West line of said Northwest Quarter of the Southeast Quarter South 00°04¾ 'East a distance of 635.9 feet to the North right-of-way line of Calhoun Street;
thence along said North right-of-way line South 89°34¾' East a distance of 484.05 feet along the South line of Quit Claim Deed dated 1/11/2010 recorded in File 2010-13372 in the Black Hawk County Recorder, point being a set½" rebar with license #23212, also being the point of beginning;
thence North 00°04¾' West a distance of 140.0 feet to the North line of said File 2010-13372, point being a set½" rebar with license #23212;
thence along said North line South 89°34 3/4' East a distance of 50.8 feet to the Northeast comer of said File 2010-13372, point being a set½" rebar with license #23212;
thence along the East line of said File 2010-13372 South 00°04¾' East a distance of 140.0 feet to the Southeast comer of said File 2010-13372, point being a set½" rebar with license #23212;
thence along said South line North 89°34¾' West a distance of 50.8

feet to the point of beginning.
Containing 7,115 sq. ft.
Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.
Note: The North line of said Northwest Quarter of the Southeast Quarter is assumed to bear North 89°34¾ West for this description.

Legal Descriptions:

8. 316 Iowa Street – North part of 8913-24-304-008 (New Construction- Walnut)
Parcel "C" of Plat of Survey Doc. #2021-20373 of part of the NW ¼ of the SE ¼ of Section 29, Township 89 North, Range 12 West of the 5th P.M., Black Hawk County, Iowa.

9. 8913-24-306-010 (Pine/Iowa- New Construction)
The North 48 feet of Lot 1 in Block 69 in The Cooley Addition to Waterloo, Iowa.

10. 8913-24-306-011 (Pine/Iowa- New Construction)
Lot 1 in Block 69 in The Cooley Addition to Waterloo, Iowa except the North 48 Feet.

11. 8913-24-303-008 (Iowa Street- New Construction)
South one half (1/2) North ninety (90) feet of Lot Two (2) in Block Sixty-six (66) Cooley Addition, Waterloo, Iowa.

12. 403 Saxon; 8913-24-158-010 (Saxon/Clay- New Construction)
The South 93 Feet of Lot No.6 and the South 93 feet of the West 20 feet of Lot No. 5, in Block No. 20 in Railroad Addition to Waterloo, Iowa.

13. 8913-24-303-019 (Almond/Clay- New Construction)
The South fourty-six and two thirds (46 2/3) feet of Lot Twelve (12) in Block Sixty-six (66); Waterloo, Iowa.

14. 8913-24-303-012 (Almond/Iowa- New Construction)
The South 70 feet of Lot 1 Block 66 in Cooley Addition, Waterloo, Iowa.

15. 8913-24-158-002 (Dane Street- New Construction)
The West forty (40) feet of Lot Eight (8) in Block twenty (20), the East fifteen (15) feet of the North seventy-one and five tenths (71.5) feet of Lot seven (7) in Block Twenty (20) Railroad Addition, Waterloo, Iowa.

16. 8913-24-163-019 (Clay Street- New Construction)
The North 50 feet of Lots 11 and 12 in Block 29 in Railroad Addition to Waterloo, Iowa, Black Hawk County, Iowa.

17. 1633 Block Calhoun St- 8912-29-401-018 (Maywood-New Construction)
That part of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section No. 29, Township No. 89 North, Range No. 12 West of the Fifth Principal Meridian, also being part of Maywood Farms dated

06/30/1953 recorded in 79 Misc. 679 in the Office of the Black Hawk County Recorder, lying in the City of Waterloo, Black Hawk County, Iowa, described as follows:
Commencing at the Northwest corner of said Northwest Quarter of the Southeast Quarter, point being a found 1 "0 iron pipe; thence along the West line of said Northwest Quarter of the Southeast Quarter South 00°04¾ 'East a distance of 635.9 feet to the North right-of-way line of Calhoun Street; thence along said North right-of-way line South 89°34¾' East a distance of 382.45 feet to the Southwest corner of Quit Claim Deed dated 1/11/2010 recorded in File 2010-13372 in the Black Hawk County Recorder, point being a set½" rebar with license #23212, also being the point of beginning; thence along the West line of said File 2010-13372 North 00°04¾' West a distance of 140.0 feet to the Northwest corner of said File 2010-13372, point being a set½" rebar with license #23212; thence along said North line of said File 2010-13372 South 89°34 3/4' East a distance of 50.8 feet to the Northeast corner of said File 2010-13372, point being a set½" rebar with license.#23212; thence South 00°04¾' East a distance of 140.0 feet to the South line of said File 2010-13372, point being a set½" rebar with license #23212;
thence along said South line North 89°34¾' West a distance of 50.8 feet to the point of beginning. Containing 7,115 sq. ft.
Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.
Note: The North line of said Northwest Quarter of the Southeast Quarter is assumed to bear North 89°34¾ West for this description.

18. 8913-24-157-004 (Vacant lot along Clay Street- New Construction)
The North 40 feet of Lot 1 in Block 19 in Railroad Addition to Waterloo, Iowa.

Preparer: Adrienne Miller 715 Mulberry Street, Waterloo, Iowa 50703 (319) 291-4366
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 Iowa Heartland Habitat for Humanity (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. Company is willing and able to finance and construct single-family dwellings and related improvements on various properties located in the City of Waterloo, including infill lots in established residential neighborhoods as identified on Exhibit "A" attached hereto (the "Properties"). Each separate property is referred to as a "Lot."

B. City considers infill residential development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives to encourage that goal. City believes that such development is in the vital and best interests of the City and in accordance with the public purposes and provisions of the applicable State and local laws and requirements under which the Project (defined below) 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. **Improvements by Company.** Company shall construct at its own expense upon each Lot one (1) single-family home as further described and depicted in Exhibit "B" attached hereto. No more than one home shall be constructed on each Lot, and each Lot upon which a home will be constructed shall be completed to a finished state, including installation of driveways and sidewalks, removal of all construction debris, proper leveling or shaping of groundscape, and grassing and/or landscaping (home construction and finishing as so described are referred to as the "Improvements"). Each dwelling shall have a minimum livable area of 1,100 square feet

and an assessed value upon completion of approximately $73,000.00 or more. The Improvements shall be constructed in accordance with the terms of this Agreement, all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. Company shall submit specific building designs and site plans for City review and approval before the commencement of construction and shall not substantially deviate from such plans, specifications or designs. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Properties, the Improvements, and all site preparation and development-related work to be undertaken and completed by Company under this Agreement are collectively referred to as the "Project".

2. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Company's commitment to cause the Project to be undertaken and to construct the Improvements in a timely manner constitutes a material inducement for the City to extend the incentives provided for in this Agreement, and that without said commitment City would not have done so. Subject to Unavoidable Delays (defined below), Company must Substantially Complete construction of Improvements no later than May 31, 2023 (the "Completion Deadline"). For purposes of this Agreement, "Substantially Complete" means the date on which the Improvements on a Lot have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto and the City has verified that Project elements for which no permit was necessary have been substantially completed.

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 Completion Deadline by a number of days equal to the number of days lost as a result of Unavoidable Delays, and thereafter if construction on a given Lot is not completed within the allowed period of extension, then such Lot shall not be eligible for the incentives provided by City under this Agreement. As promptly as possible, Company shall notify City in writing of the occurrence of any Unavoidable Delay and shall again notify City in writing when the Unavoidable Delay has ended.

3. **Utilities.** Company will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services from street right of way to any location on the Properties and for payment of any associated connection fees.

4. **Incentives.** To aid in the Project, City will provide the following incentives:

A. Infill Housing Grants. As provided in the City's infill housing policy, City will pay Company a grant of $5,000.00 for each home timely completed, for

a total maximum incentive of $90,000.00. Each grant shall be payable within ninety (90) days after Improvements on a given lot have been verified by City as Substantially Completed.

B. Partial Tax Exemption. Because the Properties are located in a designated Consolidated Urban Revitalization Area (CURA) or a designated City Limits Urban Revitalization Area (CLURA), the Properties are eligible for tax exemption consistent with and to the extent provided for in Iowa law and City ordinance, provided that Company or its successor in title meets all requirements to qualify for such exemption. The applicant shall elect whether to obtain exemption benefits under either CURA or CLURA, but not both.

5. **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, other than laws, rules and regulations where the failure to comply with the same, or where the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, or condition, financial or otherwise, of Company.

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.

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

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

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

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

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

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

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

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of organization or operating agreement of Company or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Company is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

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

8. **Indemnification and Releases.**

A. Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Property or resulting from any defect in the Improvements. The indemnified parties shall not be liable for any damage or injury to the persons or property of Company or its employees, contractors or agents, or any other person who may be about any of the Properties or the Improvements, due to any act of negligence or willful misconduct of any person, other than any act of negligence or willful

misconduct on the part of any such indemnified party or its officers, employees or agents.

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

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

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

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

Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to the Property.

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.

10. **Remedies.**

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

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

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

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

may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

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

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

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

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

(b) if to Company, at 803 W. 5th Street, Waterloo, Iowa 50702, Attention: Executive Director.

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

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

16. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly

authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

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

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

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

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

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

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

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

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

IOWA HEARTLAND HABITAT FOR HUMANITY

By: _____
Ali Parrish, Executive Director

Attachment "A"
Legal Description

1. **417 Argyle Street - 8913-24-163-023 (New Construction-Walnut)**
   Lot 7 and the East 15 feet of Lot 8 in Block 29 in Railroad Addition to Waterloo, Iowa.

2. **416 Argyle Street – 8913-24-303-003 (New Construction-Walnut)**
   Lot 7 Block 66 in the Cooley Addition to Waterloo, Black Hawk County, Iowa.

3. **217 Iowa Street - Part of Parcel 8913-24-306-026 (New Construction-Walnut)**
   The South One-Half of Lot No. Two (2), in Block No. Sixty-nine (69), in the Cooley Addition to Waterloo

4. **1637 Calhoun Street – 8912-29-401-019 (New Construction-Walnut)**
   Parcel "J" of Plat of Survey Doc. #2019-18738 of part of the NW ¼ of the SE ¼ of Section 29, Township 89 North, Range 12 West of the 5th P.M., Black Hawk County, Iowa.

5. **434 Almond Street – 8913-24-306-009 (New Construction- Walnut)**
   Cooley Addition Lot 2 Block 69

6. **308 Locust Street- 8913-26-326-002 (New Construction- Church Row)**
   The Northwesterly One-half of Lot No. Four (4) in Block No. Two (2) in Whitney and Sedgwick's Addition to the City of Waterloo, Iowa.

7. **1641 Calhoun Street- 8912-29-401-020 (New Construction- Walnut)**
   That part of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section No. 29, Township No. 89 North, Range No. 12 West of the Fifth Principal Meridian, also being part of Maywood Farms dated 06/30/1953 recorded in 79 Misc. 679 in the Office of the Black Hawk County Recorder, lying in the City of Waterloo, Black Hawk County, Iowa, described as follows:
   Commencing at the Northwest comer of said Northwest Quarter of the Southeast Quarter, point being a found 1 "0 iron pipe;
   thence along the West line of said Northwest Quarter of the Southeast Quarter South 00°04¾ 'East a distance of 635.9 feet to the North right-of-way line of Calhoun Street;
   thence along said North right-of-way line South 89°34¾' East a distance of 484.05 feet along the South line of Quit Claim Deed dated 1/11/2010 recorded in File 2010-13372 in the Black Hawk County Recorder, point being a set½" rebar with license #23212, also being the point of beginning;
   thence North 00°04¾' West a distance of 140.0 feet to the North line of said File 2010-13372, point being a set½" rebar with license #23212;
   thence along said North line South 89°34 3/4' East a distance of 50.8 feet to the Northeast comer of said File 2010-13372, point being a set½" rebar with license #23212;
   thence along the East line of said File 2010-13372 South 00°04¾' East a distance of 140.0 feet to the Southeast comer of said File 2010-13372, point being a set½" rebar with license #23212;
   thence along said South line North 89°34¾' West a distance of 50.8 feet to the point of beginning.
   Containing 7,115 sq. ft.
   Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.
   Note: The North line of said Northwest Quarter of the Southeast Quarter is assumed to bear North 89°34¾ West for this description.

8. **316 Iowa Street – North part of 8913-24-304-008 (New Construction- Walnut)**
   Parcel "C" of Plat of Survey Doc. #2021-20373 of part of the NW ¼ of the SE ¼ of Section 29, Township 89 North, Range 12 West of the 5th P.M., Black Hawk County, Iowa.

9. **8913-24-306-010 (Pine/Iowa- New Construction)**
   The North 48 feet of Lot 1 in Block 69 in The Cooley Addition to Waterloo, Iowa.

10. **8913-24-306-011 (Pine/Iowa- New Construction)**
Lot 1 in Block 69 in The Cooley Addition to Waterloo, Iowa except the North 48 Feet.

11. **8913-24-303-008 (Iowa Street- New Construction)**
South one half (1/2) North ninety (90) feet of Lot Two (2) in Block Sixty-six (66) Cooley Addition, Waterloo, Iowa.

12. **403 Saxon; 8913-24-158-010 (Saxon/Clay- New Construction)**
The South 93 Feet of Lot No.6 and the South 93 feet of the West 20 feet of Lot No. 5, in Block No. 20 in Railroad Addition to Waterloo, Iowa.

13. **8913-24-303-019 (Almond/Clay- New Construction)**
The South fourty-six and two thirds (46 2/3) feet of Lot Twelve (12) in Block Sixty-six (66); Waterloo, Iowa.

14. **8913-24-303-012 (Almond/Iowa- New Construction)**
The South 70 feet of Lot 1 Block 66 in Cooley Addition, Waterloo, Iowa.

15. **8913-24-158-002 (Dane Street- New Construction)**
The West forty (40) feet of Lot Eight (8) in Block twenty (20), the East fifteen (15) feet of the North seventy-one and five tenths (71.5) feet of Lot seven (7) in Block Twenty (20) Railroad Addition, Waterloo, Iowa.

16. **8913-24-163-019 (Clay Street- New Construction)**
The North 50 feet of Lots 11 and 12 in Block 29 in Railroad Addition to Waterloo, Iowa, Black Hawk County, Iowa.

17. **1633 Block Calhoun St- 8912-29-401-018 (Maywood-New Construction)**
That part of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section No. 29, Township No. 89 North, Range No. 12 West of the Fifth Principal Meridian, also being part of Maywood Farms dated 06/30/1953 recorded in 79 Misc. 679 in the Office of the Black Hawk County Recorder, lying in the City of Waterloo, Black Hawk County, Iowa, described as follows:
Commencing at the Northwest corner of said Northwest Quarter of the Southeast Quarter, point being a found 1 "0 iron pipe; thence along the West line of said Northwest Quarter of the Southeast Quarter South 00°04¾ 'East a distance of 635.9 feet to the North right-of-way line of Calhoun Street; thence along said North right-of-way line South 89°34¾' East a distance of 382.45 feet to the Southwest corner of Quit Claim Deed dated 1/11/2010 recorded in File 2010-13372 in the Black Hawk County Recorder, point being a set½" rebar with license #23212, also being the point of beginning; thence along the West line of said File 2010-13372 North 00°04¾' West a distance of 140.0 feet to the Northwest corner of said File 2010-13372, point being a set½" rebar with license #23212; thence along said North line of said File 2010-13372 South 89°34 3/4' East a distance of 50.8 feet to the Northeast corner of said File 2010-13372, point being a set½" rebar with license.#23212; thence South 00°04¾' East a distance of 140.0 feet to the South line of said File 2010-13372, point being a set½" rebar with license #23212;
thence along said South line North 89°34¾' West a distance of 50.8 feet to the point of beginning.
Containing 7,115 sq. ft.
Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.
Note: The North line of said Northwest Quarter of the Southeast Quarter is assumed to bear North 89°34¾ West for this description.

18. **8913-24-157-004 (Vacant lot along Clay Street- New Construction)**
The North 40 feet of Lot 1 in Block 19 in Railroad Addition to Waterloo, Iowa.

CITY OF WATERLOO

Council Communication

Resolution approving a Temporary Construction Easement Agreement with River Plaza, LLC, in the amount of $861.68, in conjunction with the reconstruction of the Park Avenue Bridge, located at 10 West 4th Street and, authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 2/21/2022
Prepared: 2/9/2022

ATTACHMENTS:

Description	Type
Temporary Easement Agreement	Backup Material
Temporary Easement Plats	Backup Material

SUBJECT:	Resolution approving a Temporary Construction Easement Agreement with River Plaza, LLC, in the amount of $861.68, in conjunction with the reconstruction of the Park Avenue Bridge, located at 10 West 4th 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 River Plaza, LLC in the amount of $861.68, in conjunction with the reconstruction of the Park Avenue Bridge, located at 10 West 4th 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 $861.68. Federal Bridge Grant, RISE, GO Bonds and Local Option Funds:

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 River Plaza, 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 **$861.68** 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.

RIVER PLAZA, LLC

By: _____

Title: _____

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 _____, 202_, by _____ as _____ of River Plaza, LLC

_____
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

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:
PART OF LOT 2 OF "UNION MILL PLAT" & PART OF A 41' BY 60' PARCEL OF LAND ADJACENT TO LOT 2 & VACATED PARK AVENUE

PROPERTY OWNER:
RIVER PLAZA LLC

SITE ADDRESS:
10 W 4TH STREET
WATERLOO, IA 50701

DATE OF SURVEY:
4/15/2021

BASIS OF BEARING:
IOWA STATE PLANE COORDINATE SYSTEM - SOUTH ZONE (NAD83)

ACQUISITION PLAT

OF TEMPORARY EASEMENT BEING CONVEYED TO THE CITY OF WATERLOO, IOWA

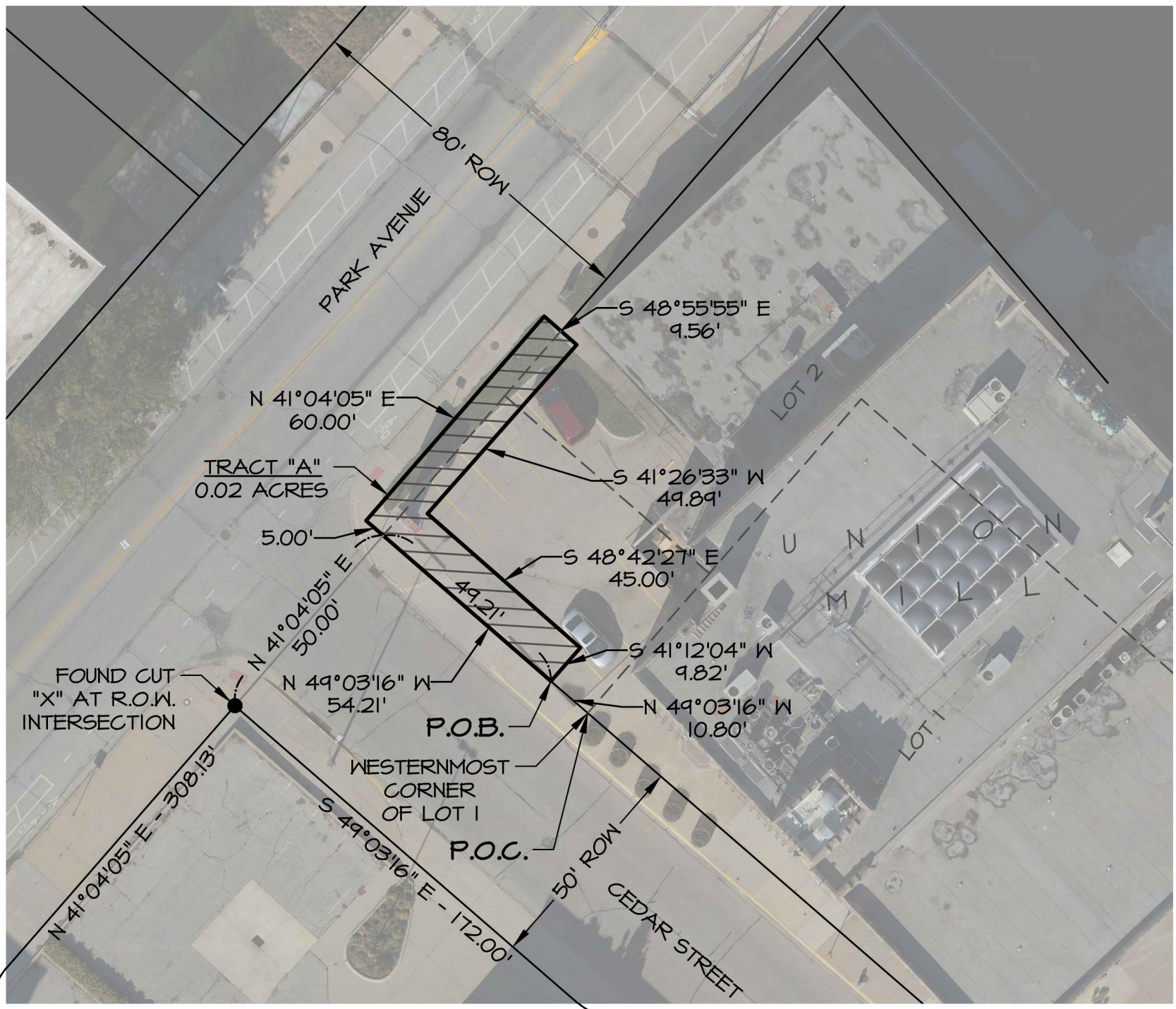
PARK AVENUE BRIDGE REPLACEMENT

LEGEND

- FOUND, AS NOTED
- TEMPORARY EASEMENT
- PROPERTY/ROW LINE
- ORIGINAL LOT LINE

north

30 0 30



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 04/15/21 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): RIVER PLAZA LLC

REQUESTOR: CITY OF WATERLOO

LOCATION: PART OF LOT 2 OF "UNION MILL PLAT" & PART OF A 41' BY 60' PARCEL OF LAND ADJACENT TO LOT 2 & VACATED PARK AVENUE

SURVEY TYPE: TEMPORARY EASEMENT

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
8380	8380	1"=30'	JMS	SAW	04/15/21	8590.20

REV.			SHEET	1	OF	2
	1	RIVER PLAZA TRACT A.DWG				

ACQUISITION PLAT

OF TEMPORARY EASEMENT BEING CONVEYED TO THE CITY OF WATERLOO, IOWA PARK AVENUE BRIDGE REPLACEMENT

DESCRIPTION – TEMPORARY EASEMENT

THE EASEMENTS GRANTED FOR CONSTRUCTION PURPOSES ARE TO LAND DESCRIBED AS FOLLOWS:

TRACT "A" –

A PART OF LOT NUMBER 2 IN "UNION MILL PLAT" AND A PART OF THE LAND FORMERLY PLATTED AS PART OF MAIN (NOW PARK AVENUE) AND CEDAR STREETS IN MILL SQUARE IN THE CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERNMOST CORNER OF LOT NUMBER 1 OF "UNION MILL PLAT"; THENCE NORTH 49°03'16" WEST 10.80 FEET TO THE POINT OF BEGINNING; THENCE NORTH 49°03'16" WEST 54.21 FEET; THENCE NORTH 41°04'05" EAST 60.00 FEET; THENCE SOUTH 48°55'55" EAST 9.56 FEET; THENCE SOUTH 41°26'33" WEST 49.89 FEET; THENCE SOUTH 48°42'27" EAST 45.00 FEET; THENCE SOUTH 41°12'04" WEST 9.82 FEET TO THE POINT OF BEGINNING; CONTAINING 0.02 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): RIVER PLAZA LLC

REQUESTOR: CITY OF WATERLOO

LOCATION: PART OF LOT 2 OF "UNION MILL PLAT" & PART OF A 41' BY 60' PARCEL OF LAND ADJACENT TO LOT 2 & VACATED PARK AVENUE

SURVEY TYPE: TEMPORARY EASEMENT

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
8380	8380	1"=30'	JMS	SAW	04/15/21	8590.20

REV.		SHEET	OF
1	RIVER PLAZA TRACT A.DWG	2	2

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:
PART OF LOT 2 OF "UNION MILL PLAT"
PROPERTY OWNER:
RIVER PLAZA LLC

SITE ADDRESS:
10 W 4TH STREET
WATERLOO, IA 50701

DATE OF SURVEY:
4/09/2021

BASIS OF BEARING:
IOWA STATE PLANE COORDINATE SYSTEM - SOUTH ZONE (NAD83)

ACQUISITION PLAT

OF TEMPORARY EASEMENT BEING CONVEYED TO THE CITY OF WATERLOO, IOWA

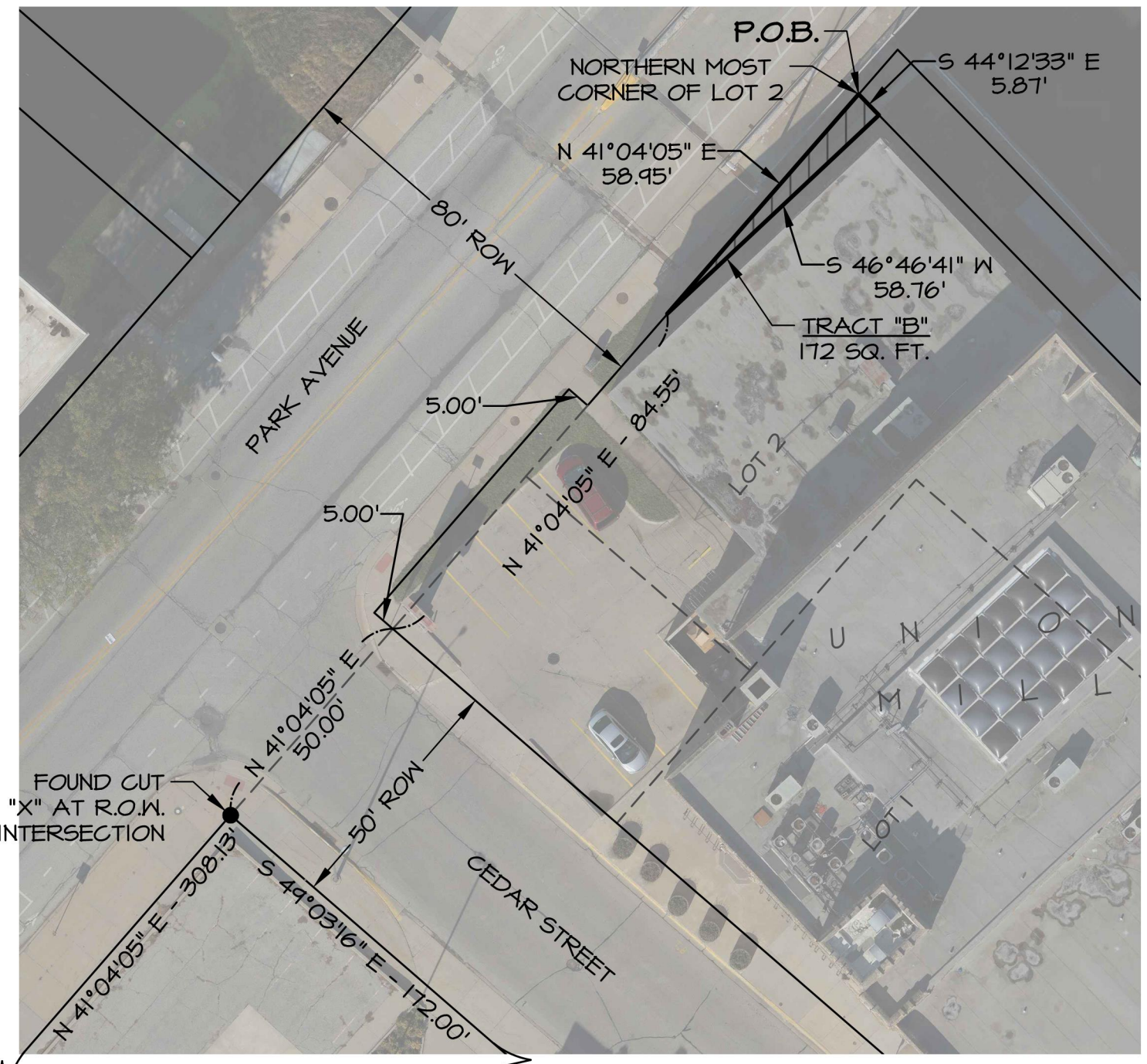
PARK AVENUE BRIDGE REPLACEMENT

LEGEND

- FOUND, AS NOTED
- TEMPORARY EASEMENT
- PROPERTY/ROW LINE
- ORIGINAL LOT LINE

north

30 0 30



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 4/09/21 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): RIVER PLAZA LLC
REQUESTOR: CITY OF WATERLOO
LOCATION: PART OF LOT 2 OF "UNION MILL PLAT" OF WATERLOO, IOWA
SURVEY TYPE: TEMPORARY EASEMENT

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
8380	8380	1"=30'	JMS	SAW	4/09/21	8590.20

REV. 0 | RIVER PLAZA TRACT B.DWG | SHEET 1 OF 2

ACQUISITION PLAT

OF TEMPORARY EASEMENT BEING CONVEYED TO THE CITY OF WATERLOO, IOWA PARK AVENUE BRIDGE REPLACEMENT

DESCRIPTION – TEMPORARY EASEMENT – TRACT "B"

THE EASEMENTS GRANTED FOR CONSTRUCTION PURPOSES ARE TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT NUMBER 2 IN "UNION MILL PLAT" IN THE CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHERNMOST CORNER OF LOT NUMBER 2 OF "UNION MILL PLAT";
THENCE SOUTH 44°12'33" EAST 5.87 FEET ALONG THE NORTHEAST LINE OF SAID LOT 2;
THENCE SOUTH 46°46'41" WEST 58.76 FEET TO THE PRESENTLY ESTABLISHED SOUTHEASTERLY RIGHT OF WAY OF PARK AVENUE; THENCE NORTH 41°04'05" EAST 58.95 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING; CONTAINING 172 SQUARE FEET, 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): RIVER PLAZA LLC
REQUESTOR: CITY OF WATERLOO
LOCATION: PART OF LOT 2 OF "UNION MILL PLAT" OF WATERLOO, IOWA
SURVEY TYPE: TEMPORARY EASEMENT

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
8380	8380	1"=30'	JMS	SAW	4/12/21	8590.20

REV. 0 SHEET 2 OF 2

CITY OF WATERLOO

Council Communication

Resolution approving an Amendment to the Development Agreement with Iowa Heartland Habitat for Humanity, originally executed on March 5, 2018, to include $20,000.00 of Infill Policy incentives for four (4) new homes constructed in the Walnut Neighborhood, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 2/21/2022
Prepared: 2/9/2022

ATTACHMENTS:

	Description	Type
🗋	Heartland Habitat for Humanity DA	Backup Material
🗋	Heartland Habitat for Humanity DA	Backup Material
🗋	Amendment to Dev Agmnt	Backup Material

SUBJECT:	Resolution approving an Amendment to the Development Agreement with Iowa Heartland Habitat for Humanity, originally executed on March 5, 2018, to include $20,000.00 of Infill Policy incentives for four (4) new homes constructed in the Walnut Neighborhood, 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 of the Amendment to the Development Agreement
Summary Statement:	The City has been working in partnership with JSA, Habitat, Walnut Court, the Walnut Neighborhood Association, and Central Property Holdings, for the redevelopment of the Walnut Neighborhood area. This amendment would add additional incentives to the original agreement for homes that were constructed after the adoption of the Infill Policy on August 5, 2019.
Neighborhood Impact:	Habitat for Humanity and the City of Waterloo have worked together for decades, but more recent projects (former Irving School site) have really raised the bar on working together to transform neighborhoods and create new housing units that are compatible to the existing environment.

Data/Analysis and Strategies:

Expenditure Required/Source of Funds: $20,000 Nuisances Bonds ($5,000 each home)

Alternative: Not approve

1. 421 Almond Street – Parcel Number 8913-24-303-024
Lot 4 in Block 66, except Parcel "B" of Plat of Survey Doc. #2019-11752 filed February 1, 2019; and the East One-half of Lot 5 in Block 66 all in The

Cooley Addition to Waterloo, Iowa.

Legal Descriptions:

2. 325 Clay Street- Parcel Number 8913-24-162-002
The north 64 feet of Lot No.17 in Block No.30 in Railroad Addition to the City of Waterloo, Iowa.

3. 8913-24-303-021 & 8913-24-303-022 (FKA 210 Clay Street)
The North 44 feet of lot 12, Block 66, Cooley Addition, Waterloo, Iowa.

4. 8913-24-157-003 (FKA 425 Clay Street)
The north 45 feet of the South 90 feet of Lots Nos.12 and 13, in Block No. 19, in Railroad Addition to the City of Waterloo, Black Hawk County

Preparer Information: Christopher S. Wendland, PO Box 596, Waterloo, Iowa 50704 (319) 234-5701
Name Address City Phone

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of _____, by and between Iowa Heartland Habitat for Humanity (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal.

B. Company proposes to finance and construct single-family homes and related improvements on various properties in the Walnut Neighborhood. Said properties are identified on Exhibit "A" attached hereto (the "Properties") and are located in the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, which includes the former Logan Plaza Urban Renewal and Redevelopment Plan Area.

C. City believes that development of the projects 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 have been or will be 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 Properties; Title.** Subject to the terms hereof, City shall convey the Properties, or cause them to be conveyed, to Company for the sum of $1.00 for each separate parcel (the "Purchase Price"), but if Company desires to obtain the benefits described in Section 6.C, then for the Properties identified therein Company

may choose to defer closing said parcels until ready to proceed. Each separate parcel is referred to as a "Lot." Conveyance shall be by quit claim deed, free and clear of all encumbrances arising by or through City except: (a) easements, conditions and restrictions of record; (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 a Lot; and (d) restrictions imposed by City zoning ordinances and other applicable law. Conveyance shall occur within sixty (60) days after approval of this Agreement by the Waterloo City Council, on a date mutually acceptable to the parties. No less than fourteen (14) days prior to the anticipated date of conveyance, City will provide for update whatever abstracts of title it has in its possession, if any, or in lieu thereof Company may have a new abstract created or obtain whatever form of title evidence it desires. All abstracting and title work shall be at the sole expense of Company. If title is unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Company, Company may terminate this Agreement or may refuse to accept conveyance of any Lot.

2. **Improvements by Company.** Company shall construct at its own expense upon each Lot one (1) single-family home as further described and depicted in Exhibit "B" attached hereto. Company shall make no substantial deviation from the general plans, specifications or designs set forth on Exhibit "B" without the prior written consent of City. No more than one home shall be constructed on each Lot, and each Lot upon which a home will be constructed shall be completed to a finished state, including installation of driveways and sidewalks, removal of all construction debris, proper leveling or shaping of groundscape, and grassing and/or landscaping (home construction and finishing as so described are referred to as the "Improvements"). The Improvements shall be constructed in accordance with all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. The Properties, the Improvements, and all site preparation and development-related work to make the Properties usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project".

3. **Timeliness of Construction; Further Conditions.** The parties agree that the condition set forth in the following paragraphs of this Section 3 constitute Company's commitment to undertake the Project and to construct the Improvements in a timely manner, that such conditions are therefore a material inducement for the City to convey the Properties to Company, and that without said commitment City would not do so.

A. Company must obtain a building permit and begin construction of a single-family residence on one of the Lots by August 1, 2019 (the "Required Start Date"), and construction of Improvements on such Lot shall be completed within 12 months thereafter.

B. Company must complete construction of one single-family residence upon each Lot within ten (10) years after the Required Start Date (the "Project Completion Date").

C. At any time that Company holds title to a Lot until the Project Completion Date, Company must mow all Lots and remove snow and ice from sidewalks upon or abutting said Lots in conformity with City ordinance.

If Company has not met any of the conditions set forth above in subsections A-C of this Section 3, then title shall revert to the City as to each Lot on which the construction of Improvements has not been substantially completed. Improvements that are not substantially completed are those that are not, within thirty (30) days, capable of completion to a state for which a certificate of occupancy can be issued.

4. **Possibility of Reverter; Release.** As to any condition set forth in Section 3 that has not been timely satisfied, the City Council may, but shall not be required to, consent to an extension of time. As to any condition pertaining to construction of Improvements, if an extension is granted but construction of the Improvements has not begun or is not completed, as applicable, within such extended period, then title shall revert to the City after the end of said extended period as set forth in Section 3. If development has timely commenced or commenced within any extended period and is stopped and/or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company, the requirement that construction is to be completed by the original or extended Project Completion Date shall be tolled for a period of time equal to the period of such stoppage or delay, and thereafter if construction is not completed within the allowed period of extension then title shall revert to the City as set forth in Section 3.

In connection with any sale by Company of a Lot on which the construction of Improvements has been completed, City agrees to release such Lot from the conditions and restrictions set forth in this Agreement. A release of any such Lot part shall not affect the continued effectiveness and enforceability of this Agreement as to any other Lots that are not specifically released.

5. **Reverter of Title.** 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 Properties, or so much thereof as is required to revert pursuant to Section 3, that is free and clear of any lien, claim, or encumbrance arising by or through Company. Concurrently with the deed, Company shall deliver to City the abstracts of title for Properties conveyed. Company shall pay in full, so as to discharge or satisfy, all liens, claims, charges, and encumbrances on or against the Properties subject to reversion. ***Appointment of Attorney in Fact:*** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within thirty (30) days of written demand by City, then City shall be authorized to execute, on Company's behalf and as its attorney-in-fact, the special warranty deed required by this Section, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact.

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

A. Grant. City will make a one-time development grant to Company in the amount of $28,000.00, payable when title to the Property is conveyed to Company. Company will use the grant to cover the direct cost of acquisition of additional properties in the Walnut Neighborhood, which is defined for purposes of this Agreement as the area bounded by East 4th Street, Franklin Street, U.S. Highway 63, and Dane Street. No later than 24 months after the date of payment, Company will provide to City a complete accounting of how the grant funds have been expended, including identification of properties acquired. Upon expiration of said 24-month period, Company will promptly refund to City any part of the grant that has not been spent for approved purposes.

B. Property Transfer. When City conveys the Properties to Company, Company shall convey to City by special warranty deed the title to property located at 706 W. Park Avenue, Waterloo, free and clear of all encumbrances arising by or through Company except: (a) easements, 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 said property; and (d) restrictions imposed by City zoning ordinances and other applicable law. No less than fourteen (14) days prior to the anticipated date of conveyance, Company will provide for update whatever abstracts of title it has in its possession, if any, or in lieu thereof City may have a new abstract created or obtain whatever form of title evidence it desires. All abstracting and title work shall be at the sole expense of City. If title is unmarketable or subject to matters not acceptable to City, and if Company does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from City, City may refuse to accept conveyance of said property.

C. Demolition/Rehab Reimbursement. The parties acknowledge that the properties located at 408 Saxon Street (parcel 8913-24-163-002), 312 Clay Street (parcel 8913-240163-020), and 314 Clay Street (parcel 8913-24-163-021) are occupied by structures that may need to be demolished. Provided that Company completes construction on lots, as required by City policy applicable to properties acquired pursuant to Iowa Code Chapter 657A, then following issuance of a certificate of occupancy for the Improvements made by Company on those Lots the City will reimburse to Company all reasonable, documented expenses, not to exceed $5,000.00, incurred by Company for asbestos abatement, rehabilitation, and demolition.

D. Development Coordination. The parties acknowledge that City is making aggressive efforts to spur development and rehabilitation projects in the Walnut Neighborhood area, where the Properties are located. One project involves construction of a new parking lot for the use of a senior living facility at

315 Walnut Street, which is to be coordinated with a project to construct a new grocery store in the near vicinity. To assist City in its development efforts, Company agrees to cooperate with City to identify lot(s) in Block 69 of Cooley Addition that can be repurposed for the above-described parking lot. The lot will be conveyed by warranty deed to a developer to be identified by City.

7. **Purchase Rights.** Subject to any other agreements to which the City is a party as of the date of this Agreement, if City hereafter acquires any additional properties for residential redevelopment purposes lying within the area bounded by E. Mullan Avenue, Dane Street, E. 4th Street, and Franklin Street, then Company shall have a right of first refusal to purchase any such property. Said right may be exercised at any time within nine (9) years of the Required Start Date, by delivery of written notice of exercise to City. The terms of this Agreement shall govern the purchase and development of any residential property so acquired.

8. **Indemnity.** Company further agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, or injury made, suffered, or incurred as a result of or in connection with the Project, Company's failure to carry on or complete same, or any lien, claim, charge, or encumbrance on or against the Properties of any type or nature whatsoever that attaches to the Properties 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.

9. **No Encumbrances; Limited Exception.** Until substantial completion of the Project, Company agrees that it shall not create, incur, or suffer to exist any lien, encumbrance, mortgage, security interest, or charge on the Properties lying within any such phase, other than such mortgage or mortgages as may be reasonably necessary to finance Company's undertaking of the Project and of which Company notifies City in advance of Company's execution of any such mortgage.

10. **Water and Sewer; Utilities.** Company will be responsible, at its own expense, for extending water, sewer and utilities services from their current location to any location on the Properties and for payment of any associated connection fees.

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

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

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

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

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

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

C. Company has full right, title, and authority to execute and perform this Agreement and to consummate all of the transactions contemplated herein, and each person who executes and delivers this Agreement and all documents to be delivered to City hereunder is and shall be authorized to do so on behalf of Company.

13. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in any platted lot within the Properties prior to substantial completion of Improvements for such lot, 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.

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

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

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

(b) if to Company, to Iowa Heartland Habitat for Humanity, 803 W. 5th Street, Waterloo, Iowa 50702, Attention: Executive Director.

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.

16. **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.

17. **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.

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

19. **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.

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

21. **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.

22. **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.

23. **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

IOWA HEARTLAND HABITAT FOR HUMANITY

By: _____

Title: _____

EXHIBIT “A”

Legal Description of Properties

8913-24-157-003. RAILROAD ADDITION WATERLOO NORTH 45 FEET SOUTH 90 FEET LOT 12 BLOCK 19 NORTH 45 FEET SOUTH 90 FEET LOT 13 BLOCK 19.

8913-24-162-002. RAILROAD ADDITION WATERLOO N 64 FT LOT 17 BLK 30.

8913-24-163-002. RAILROAD ADDITION WATERLOO LOT 14 BLK 29.
(a/k/a 408 Saxon Street)

8913-24-163-021. RAILROAD ADDITION WATERLOO N 35 FT S 70 FT LOT 13 BLK 29.
(a/k/a 314 Clay Street)

8913-24-303-014. COOLEY ADDITION E 30 FT LOT 5 BLK 66.

8913-24-303-021. COOLEY ADDITION S 22 FT N 44 FT LOT 12 BLK 66.

8913-24-163-020 RAILROAD ADDITION WATERLOO S 35 FT LOT 13 BLK 29
(a/k/a 312 Clay Street)

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

AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement (the "Amendment") is entered into as of _____, 2022 by and between Iowa Heartland Habitat for Humanity (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. Company and City are parties to that certain Development Agreement dated as of March 5, 2018 (the "DA") concerning the development of property as described in the Agreement. The DA has been filed in the land records of Black Hawk County as Doc. No. 2018-16602.

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

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

1. Section 6 of the DA is amended to add the following new paragraph E thereto:

E. Infill Housing Grant. As provided in the City's infill housing policy, City will pay Company a grant of $5,000.00 with respect to Lots identified on Exhibit "A" as 8913-24-157-003, 8913-24-162-002, 8913-24-303-021 and 8913-24-303-024, within ninety (90) days after Company has obtained a certificate of occupancy for Improvements made upon the Lot and the City has verified that Improvements have been substantially completed.

2. Exhibit "A" to the DA is amended to add the following property: "8913-24-303-024 – Lot 4 in Block 66, except Parel "B" of Plat of Survey Doc. No. 2019-11752, and the East one-half of Lot 5 in Block 66, Cooley Addition, City of Waterloo, Iowa."

3. Except as modified herein, the DA shall continue unmodified in full force and effect. Terms in this Amendment that are capitalized but not defined herein will have the same meanings herein that are ascribed to them in the DA. The DA and this

Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

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

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

IOWA HEARTLAND HABITAT FOR HUMANITY

By: _____
Ali Parrish, Executive Director

Exhibit "A"
Legal Descriptions

1. **421 Almond Street – Parcel Number 8913-24-303-024**

Lot 4 in Block 66, except Parcel "B" of Plat of Survey Doc. #2019-11752 filed February 1, 2019; and the East One-half of Lot 5 in Block 66 all in The Cooley Addition to Waterloo, Iowa.

2. **325 Clay Street- Parcel Number 8913-24-162-002**

The north 64 feet of Lot No.17 in Block No.30 in Railroad Addition to the City of Waterloo, Iowa.

3. **8913-24-303-021 & 8913-24-303-022 (FKA 210 Clay Street)**

The North 44 feet of lot 12, Block 66, Cooley Addition, Waterloo, Iowa.

4. **8913-24-157-003 (FKA 425 Clay Street)**

The north 45 feet of the South 90 feet of Lots Nos.12 and 13, in Block No. 19, in Railroad Addition to the City of Waterloo, Black Hawk County

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

AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement (the "Amendment") is entered into as of _____, 2022 by and between Iowa Heartland Habitat for Humanity (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. Company and City are parties to that certain Development Agreement dated as of March 5, 2018 (the "DA") concerning the development of property as described in the Agreement. The DA has been filed in the land records of Black Hawk County as Doc. No. 2018-16602.

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

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

1. Section 6 of the DA is amended to add the following new paragraph E thereto:

E. Infill Housing Grant. As provided in the City's infill housing policy, City will pay Company a grant of $5,000.00 with respect to Lots identified on Exhibit "A" as 8913-24-157-003, 8913-24-162-002, 8913-24-303-021 and 8913-24-303-024, within ninety (90) days after Company has obtained a certificate of occupancy for Improvements made upon the Lot and the City has verified that Improvements have been substantially completed.

2. Exhibit "A" to the DA is amended to add the following property: "8913-24-303-024 – Lot 4 in Block 66, except Parel "B" of Plat of Survey Doc. No. 2019-11752, and the East one-half of Lot 5 in Block 66, Cooley Addition, City of Waterloo, Iowa."

3. Except as modified herein, the DA shall continue unmodified in full force and effect. Terms in this Amendment that are capitalized but not defined herein will have the same meanings herein that are ascribed to them in the DA. The DA and this

Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

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

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

IOWA HEARTLAND HABITAT FOR HUMANITY

By: _____
Ali Parrish, Executive Director

Exhibit "A"
Legal Descriptions

1. **421 Almond Street – Parcel Number 8913-24-303-024**

Lot 4 in Block 66, except Parcel "B" of Plat of Survey Doc. #2019-11752 filed February 1, 2019; and the East One-half of Lot 5 in Block 66 all in The Cooley Addition to Waterloo, Iowa.

2. **325 Clay Street- Parcel Number 8913-24-162-002**

The north 64 feet of Lot No.17 in Block No.30 in Railroad Addition to the City of Waterloo, Iowa.

3. **8913-24-303-021 & 8913-24-303-022 (FKA 210 Clay Street)**

The North 44 feet of lot 12, Block 66, Cooley Addition, Waterloo, Iowa.

4. **8913-24-157-003 (FKA 425 Clay Street)**

The north 45 feet of the South 90 feet of Lots Nos.12 and 13, in Block No. 19, in Railroad Addition to the City of Waterloo, Black Hawk County

CITY OF WATERLOO

Council Communication

Resolution approving an Amendment to the Development and Minimum Assessment Agreement with VI 2, LLC, originally executed August 5, 2019, to extend the construction timeline for construction of a new 3,000 square foot commercial building, located at the northwest corner of San Marnan Drive and Kimball Avenue, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 2/21/2022
Prepared: 2/11/2022

ATTACHMENTS:

Description	Type
Amendment to DA	Backup Material

SUBJECT:	Resolution approving an Amendment to the Development and Minimum Assessment Agreement with VI 2, LLC, originally executed August 5, 2019, to extend the construction timeline for construction of a new 3,000 square foot commercial building, located at the northwest corner of San Marnan Drive and Kimball Avenue, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve amendment
Summary Statement:	The City entered into a Development Agreement with VI 2 LLC (Randy Vandersee) back in 2019 for the demolition of the Prestige Cleaners building, and new construction of a 3,000 sq. ft. new commercial building. With the pandemic, it was difficult for them to gain a new tenant(s) for the building, so they delayed construction. They are now ready to move ahead. The only changes to the previously approved DA are the dates for starting and completing project.
Neighborhood Impact:	The City has made improvements to the Kimball Avenue corridor in recent years, so this continued investment is a testament to the need for improved corridors to help draw new private investment. A new commercial building at this corner will help the overall shopping atmosphere of this area.
Data/Analysis and Strategies:	The City works to create positive investment potential through the built environment of streets, sewer, water, and development areas as a whole.
Community Engagement Methods:	The City works to provide updates on projects happening in the community.
Expenditure Required/Source of Funds:	NA

Alternative:	Not approve
Legal Descriptions:	NA

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

AMENDMENT TO DEVELOPMENT AGREEMENT
AND AMENDMENT TO MINIMUM ASSESSMENT AGREEMENT

This Amendment to Development Agreement and Amendment to Minimum Assessment Agreement (the "Amendment") is entered into as of _____, 2021 by and between VI 2, LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. Company and City are parties to that certain Development Agreement dated August 5, 2019 (the "DA") concerning the development of property as described in the Agreement. Company and City are also parties to that certain Minimum Assessment Agreement (the "MAA") pertaining to said property, dated as of the same date as the DA. The DA and MAA have been filed in the land records of Black Hawk County as Doc. No. 2020-8817.

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

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

1. Section 2 of the DA is amended to state that the Start Deadline shall be six (6) months from the date of this Amendment and the Completion Deadline shall be within fourteen (14) months from the date of this Amendment.

2. Section 1 of the MAA is amended to strike "December 31, 2020" therefrom and to substitute "March 31, 2023" in place thereof.

3. Section 2 of the MAA is amended to strike "December 31, 2037" therefrom and to substitute "December 31, 2040" in place thereof.

4. Except as modified herein, the DA and MAA shall continue unmodified in full force and effect. Terms in this Amendment that are capitalized but not defined will have the same meanings herein that are ascribed to them in the DA or MAA, as applicable. The DA, MAA, and this Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

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

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

VI 2, LLC

By: _____
Randall D. Vandersee
Managing Member

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

On this _____ day of _____, before me, a Notary Public in and for the State of Iowa, personally appeared Quentin M. Hart and Kelley Felchle, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

_____
Notary Public

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

Subscribed and sworn to before me on _____, by Randall D. Vandersee as Managing Member of VI 2, LLC.

_____
Notary Public

CITY OF WATERLOO

Council Communication

Resolution approving a Development Agreement with Hoss Builders, LLC, for the construction of an infill lot on Sheridan Road, located north of 329 Sheridan Road, including $5,000 in incentive payment upon completion of new home, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 2/21/2022
Prepared: 2/11/2022

ATTACHMENTS:

Description	Type
Development Agreement	Backup Material

SUBJECT:	Resolution approving a Development Agreement with Hoss Builders, LLC, for the construction of an infill lot on Sheridan Road, located north of 329 Sheridan Road, including $5,000 in incentive payment upon completion of new home, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve Development Agreement
Summary Statement:	The City of Waterloo has adopted an Infill Housing incentive to promote new housing construction in older neighborhoods (over 20 years old, with at least 60% buildout completed). Hoss Builders has worked to construct one new home at 329 Sheridan, and is now working on a second home at this location. The site previously had an empty, dilapidated home on a double lot, and will now have two new homes with a value of over $360,000 total.
Neighborhood Impact:	The investment of new home construction in existing neighborhoods is seen as a positive impact on the aesthetics of neighborhood, overall value stabilization and potential growth.
Data/Analysis and Strategies:	The City's Infill Housing Program has proven to help new investment in older neighborhoods. With the new 2030 Plan, and its focus on some housing strategies and goals, we hope this incentive program will help contractors and developers show interest in older neighborhoods.
Implementation, Accountability, and Communication:	The City continues to work to get the message out on trying to gain new housing alternatives, sites, and contractors.
Community Engagement Methods:	The City continues to work to get the message out on trying to gain new housing alternatives, sites, and contractors.
Expenditure Required/Source of Funds:	$5,000 upon Certificate of Occupancy - Nuisance/Housing bonds
Alternative:	Not approve

Legal Descriptions:	Parcel "E" of Plat of Survey Doc #2020-17664 of Lot 144 and part of Lot 126, "Prospect Hills Addition" to the City of Waterloo, Black Hawk County, Iowa.

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 _____, by and between Hoss Builders L.L.C. ("Company"), and the City of Waterloo, Iowa ("City").

RECITALS

A. Company is willing and able to finance and construct a single-family dwelling and related improvements on property it owns or is acquiring in the City of Waterloo as described on Exhibit "A" attached hereto (the "Property").

B. City considers residential development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives to encourage that goal. City believes that such development is in the vital and best interests of the City and in accordance with the public purposes and provisions of the applicable State and local laws and requirements under which the Project (defined below) 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. **Improvements by Company.** Company shall construct one single-family building on the Property with a value of over $180,000. The dwelling shall be completed to a finished state, including installation of driveway and sidewalk, removal of all construction debris, proper leveling or shaping of groundscape, and grassing and/or landscaping (construction and finishing as so described are referred to as the "Improvements"). The Improvements shall be constructed in accordance with the terms of this Agreement, all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. Company shall submit specific building designs and site plans for City review and approval before the

commencement of construction and shall not substantially deviate from such plans, specifications or designs. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Property, the Improvements, and all site preparation and development-related work to be undertaken and completed by Company under this Agreement are collectively referred to as the "Project".

2. **Timeliness of Construction.** The parties agree that Company's commitment to cause the Project to be undertaken and to construct the Improvements in a timely manner constitutes a material inducement for the City to extend the incentives provided for in this Agreement, and that without said commitment City would not have done so. Subject to Unavoidable Delays (defined below), Company must obtain a building permit and begin construction of the Improvements within six (6) months after the date of this Agreement (the "Project Start Date"), and construction of Improvements must be Substantially Completed within 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 Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto.

If Company has not begun construction of the Improvements before the Project Start Date, City may terminate this Agreement as set forth in Section 10, and City shall have no further obligation hereunder with respect to such Project. If construction has not begun by the Project Start Date but the development of the Project is still imminent, the City Council may, but shall not be required to, grant an extension of the Project Completion Date. If construction has commenced within the required period or any extended period and is stopped and/or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each of the foregoing is an "Unavoidable Delay"), then time lost as a result of Unavoidable Delays shall be added to extend the Project Completion Date by a number of days equal to the number of days lost as a result of Unavoidable Delays, and thereafter if construction is not completed within the allowed period of extension, City may terminate this Agreement as set forth in Section 10, and City shall have no further obligation hereunder with respect to such Project. As promptly as possible, Company shall notify City in writing of the occurrence of any Unavoidable Delay and shall again notify City in writing when the Unavoidable Delay has ended.

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

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

A. Grants. As provided in the City's infill housing policy, City will pay Company a grant of $5,000.00 for timely completion of the Improvements, payable within sixty (60) days after City has verified that the Improvements have been Substantially Completed.

B. Partial Tax Exemption. Because the Property is located in a designated City Limits Urban Revitalization Area (CLURA), 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.

5. **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.

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

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

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

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

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

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

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

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of organization or operating agreement of Company or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Company is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

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

8. **Indemnification and Releases.**

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

B. Except for any willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the

indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever, by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) the construction, installation, ownership, and operation of the Improvements, or (3) otherwise as a result of or in connection with the Project or Company's failure to carry on or complete same.

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

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

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

B. 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;

C. 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; or (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.

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

10. **Remedies.**

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

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

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

11. **Materiality of Company's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

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

governing body member, officer, employee or agent of City in the individual capacity of such person.

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

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

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

(b) if to Company, at 7811 Moline Road, Waterloo, Iowa 50703, Attention: Steven R. Hostetler.

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

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

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

17. **Severability; Reformation.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and

the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

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

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

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

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

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

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

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

HOSS BUILDERS L.L.C.

By: _____
Steven R. Hostetler
Managing Member

EXHIBIT "A"

Legal Description of the Property

Parcel "E" of Plat of Survey Doc. #2020-17664 of Lot 144 and part of Lot 126, "Prospect Hills Addition" to the City of Waterloo, Black Hawk County, Iowa.

Also known as parcel 8913-34-378-034.

CITY OF WATERLOO

Council Communication

Communication from the Waterloo Center of the Arts on the notice of the conclusion of employment for Paulette Hawkenson, Bookkeeper, effective January 21, 2022, with recommendation of approval of payout of $6,109.46 for unused benefits.

City Council Meeting: 2/21/2022
Prepared:

ATTACHMENTS:

Description	Type

SUBJECT:	Communication from the Waterloo Center of the Arts on the notice of the conclusion of employment for Paulette Hawkenson, Bookkeeper, effective January 21, 2022, with recommendation of approval of payout of $6,109.46 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

Board of Adjustment minutes of November 23, 2021.

City Council Meeting: 2/21/2022
Prepared: 2/9/2022

ATTACHMENTS:

Description	Type
minutes	Backup Material

SUBJECT: Board of Adjustment minutes of November 23, 2021.

Submitted by: Submitted By:

MINUTES
CITY OF WATERLOO, IOWA
BOARD OF ADJUSTMENT
REGULAR MEETING - 4:00 P.M. NOVEMBER 23, 2021

The regular meeting of the City of Waterloo Board of Adjustment was called to order by Vice-Chairperson Thornsberry at 4:00 p.m. via zoom, and in-person in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: Jeri Thornsberry and John Chiles.

Members present electronically were: John Beckman and Brad Condon.

Members absent were: None (with 1 open position).

Others present were: Aric Schroeder and John Dornoff, – Planning Department; and 2 citizens.

Others present electronically: Noel Anderson – Community Planning and Development Director and 1 citizen.

I. Approval of the Agenda

It was moved by Condon, seconded by Chiles to approve the agenda. Motion carried unanimously.

II. Approval of the Minutes from the regular meeting on October 26, 2021.

It was moved by Chiles, seconded by Beckman to approve the minutes of the October 26, 2021 meeting with an amendment to page 2 to replace the word stall with the word staff. Motion carried unanimously.

III. Decision Items

1. Request by Christ Holiness Apostolic Temple II for a Special Permit for a religious facility in the "C-3" Central Business District at 325 East 4th Street.

Hyberger read the staff report recommending approval of the request.

Chiles read a question by Beckman on what promoted this to come to the Board's attention after being in operation for so many years to which he read Dornoff's answer that stated the applicant's contractor applied for a sign permit and staff researched and found the church had never been issued a permit.

Chiles asked in what zoning districts a religious facility does not require a permit to which Schroeder responded that religious facilities require a Special Permit in any zoning district except it is not permitted in the "A-1" Agricultural District.

It was moved by Chiles, seconded by Condon to approve the request of Christ Holiness Apostolic Temple II for a Special Permit for a religious facility in the "C-3" Central Business District at 325 East 4th Street. Motion carried unanimously.

2. Request by Donald Lubbert for a temporary variance for a non-conforming use and a variance to the prohibition of having an accessory structure on a lot without a principal permitted use in the "R-2" One and Two-Family Residence District located at 1256 Garden Avenue.

Dornoff read the staff report recommending approval of a temporary variance to allow for the continued non-conforming use for 4-years and a variance to the Ordinance prohibiting accessory structures without a primary use to go into effect when the non-conforming use is officially closed with the conditions that 1) the non-conforming use is able to continue for a temporary timeframe of four years, and after that, the four-year timeframe is expired the business be closed and the existing structure is used as an accessory structure without a primary use, for use as storage of personal items only, and no commercial activity; and 2) Outside storage is prohibited both during the temporary variance period and when the building is used for personal storage.

Beckman asked the board that considering the history of the property, the owner, the violations that have occurred, and the failure to comply with previous variances would the board be willing to allow for a 2-year variance instead of 4 years.

Thornsberry noted that this seems like a long time for a variance and asked if there was a rationale for the decision to which Schroeder responded that it was a rather complicated request with the site being in a residential neighborhood and is residentially zoned but has been there since before the Zoning Ordinance was adopted and been multiple businesses in that time. He further stated that in 1992 the Board of Adjustment voted to change that non-conforming use to its current use and there was no time limit on that but there were conditions on that including no outside storage such as material and equipment and there have been compliance issues but in 2016 the applicant requested to build a shed and a fence but because the site is non-conforming it needed a variance and it was decided to turn it into a limited period. Schroeder further stated that there was some confusion with that decision in that the applicant was agreeing to remove the shed and the fence at the end of the variance period. We need to look forward and the applicant has indicated his long-term goal is to cease commercial operations at the site which Schroeder thinks is a plus as it is a residential neighborhood. Due to the complexities of the request staff was comfortable with the additional period if it ceases to exist because without the 2016 decision the business could have continued.

Condon stated that he thinks that the two years are a little excessive if the applicant is planning to return in 4-years but is told he only has two years and is fine with the 4-years.

Beckman noted that the building will not be torn down and the applicant is already selling off some of his equipment so long as everything is inside and not kept outside and if he has already put his retirement in motion by selling off some of his equipment 2 years is more reasonable than 4.

Donald Lubbert, 1309 Garden Avenue stated he lives across the street from the site in question and has owned it for approximately 33-years. Lubbert also stated that he tries to be a good neighbor and if there are any problems let him know but a person bought the property next to him that was a rental property and she was upset at the site but would not talk to Lubbert. The neighbor thought a dirt pile was on her property but was 10-feet away from the property line. Lubbert further stated that he had two companies he thought were going to buy him out and would be done with it but then COVID hit and they backed out but stated he is has sold a lot of equipment. He also keeps a little bit of the dirt for neighbors if they need they can come and get it. He thought he would be done in April and fishing all summer but had to go back to work to pay the insurance to keep everything covered until he could finish selling it all.

Thornsberry asked Lubbert about the conversation about the four years vs. the two years and how he felt about that to which Lubbert responded that not knowing how things are going to go even though he plans to be out of business as soon as possible but does not know if he can sell everything within the two-year time frame and if he doesn't have everything sold then he has to come back before the Board and pay another $200 so stretch to the 4 years just in case.

Condon asked if he was actually working or just trying to sell the equipment to which Lubbert responded that he is working to pay the insurance but is trying to also sell the equipment. Lubbert further stated that they are finished with concrete equipment so he can get that equipment sold.

Beckman asked how much equipment was sitting outside and if it could be moved inside the building to which Lubbert answered 3 trailers, a skid loader, a tractor, and a truck. Lubbert also stated that he has sold two trucks, two trailers, a mini-excavator, and has a person interested in the skid loader and he could get everything moved inside once he has sold enough of the equipment that is stored inside. The big truck will probably have to be sent to a salvage yard.

Thornsberry asked if the signatures on the petition were people in the immediate vicinity and if he explained the situation to which Lubbert answered that he did explain the situation and it was signed by anyone who was home when he walked up and down the street. He further stated that in the time he has lived there he has dug them out and plowed them out with the snow and just try to be a good neighbor. He further stated that the reason he did not put up the fence was that he was in the process of constructing the fence when his neighbor asked him not to do it so he stopped because he wanted to have a happy neighbor and decided not to put a shed up when he is just going to have to tear it down in a few years.

Beckman asked for confirmation that he was not being told to tear down the building and he can convert it for private use to which Thornsberry and Condon confirmed.

Chiles asked Beckman if he was still opposed to the 4-year variance to which Beckman answered he was not opposed.

Chiles asked if outside storage was prohibited before to which Schroeder answered it was a condition when the site was converted from one non-conforming use to another non-conforming use in 1992 and continued in 2016 but due to the nature of the request and the overwhelming support of the neighborhood staff is not opposed to not having the condition on the temporary use and have it take effect when it is converted to personal use.

It was moved by Condon, seconded by Chiles to approve the request by Donald Lubbert for a 4- year temporary variance for a non-conforming use and a variance to the prohibition of having an accessory structure on a lot without a principal permitted use in the "R-2" One and Two-Family Residence District located at 1256 Garden Avenue with the condition that when the building is converted within 4 years to personal use that there be no outside storage. Motion carried unanimously.

3. Request by Kinzler Equities, LLC for a variance to the hard surfacing requirements to allow for gravel parking areas behind the building in the "M-1" Light Industrial District at 2843 Geraldine Drive.

Dornoff read the staff report recommending denial of the request for a variance but approval of a 3-year temporary variance to the hard surfacing requirements.

Thornsberry noted that the temporary variance expired in 2019 but a letter was not sent out until two years later and asked if it was a miss on the Board's part to which Dornoff responded that we are trying to catch up with these.

Chiles asked why does this part of the Ordinance exist to which Schroeder responded that the Ordinance that requires hard surfacing has existed since the Ordinance was first adopted in 1969 and was part of the Ordinance due to several reasons including aesthetics, durability, dust control, and erosion control which is contained better with the hard surfacing. Most of the site is properly paved but they graveled some

areas and used it as overflow parking so they applied for the temporary variance. With the temporary variance, they were also approved for an additional area but it was never graveled and is not currently being used. They were sent a letter notifying them that their variance had expired and they requested a permanent variance which staff is in opposition to but would be in favor of a temporary variance extension to give them a little more time to figure out what their business is going to need and what they are going to a hard surface.

Thornsberry asked if the applicant has been spoken to about when they will have their long-range parking plan done and submitted to which Dornoff responded stated that he sent them an email requesting information including a narrative of what is going on now and has not received any response plus sent them the zoom link and it appears they are not on the zoom call. Dornoff noted that he heard that they are possibly trying to sell this location.

Thornsberry asked if they approve the request could they put on a condition that they have their parking plan in 30 or 60 days to which Schroeder responded that the board could put on the condition but it may not be necessary to have it in that quickly but one possibility would give them a three variance and require them to have the plan turned in by year two.

Thornsberry then asked with gravel being a permeable surface and with the rain events the area has been experiencing is the city considering any changes with the climate crises to which Schroeder responded not that he is aware of because there are alternative hard surfacing requirements that are permeable so they can be installed in both a concrete product and asphalt product and the City of Waterloo has seen a few put in including Veridian Credit Union.

Chiles stated that he is not happy when people do not show up for the meeting especially when you have a semi-controversial item and staff is recommending denial and you still don't show up that they are not dedicated to this and does not like when this happens. In addition, the company has had more than enough time to come up with a plan including an additional two years to have it resolved and it isn't and does not want to set a precedent.

Beckman stated he concurs with Chiles and if it was granted it is just kicking the can down the road, they have had ample time to get it resolved and they chose not to do it.

Condon stated he is on the fence but generally agrees with everyone and noted they did not show up last time or this time.

Chiles asked since the Board did not vote on the temporary variance does that applicant have the option to come back to the Board to which Schroeder responded that they did not ask for the temporary variance, they asked for a permanent variance which staff recommended denial of and it was the staff that recommended the temporary variance so they always have the option to submit a new application and requesting a variance.

It was moved by Beckman, seconded by Chiles to deny the request by Kinzler Equities, LLC for a variance to the hard surfacing requirements to allow for gravel parking areas behind the building in the "M-1" Light Industrial District at 2843 Geraldine Drive. Motion carried unanimously.

IV. Election of Chairperson and Vice-Chairperson for the period ending December 31, 2022

It was moved by Beckman, seconded by Chiles to nominate Brad Condon for Chairperson, and Jeri Thornsberry for Vice-Chairperson for the period ending December 31, 2022. Motion carried unanimously.

V. Discussion

The members of the Board of Adjustment wanted to thank John Chiles for his work the last two years on the Board of Adjustment and wish him the best as he moves on to the City of Waterloo City Council.

Chiles thanked the Board and staff for all he has learned on the Board and looks forward to learning even more as a councilperson.

Schroeder noted that April Leadley has submitted her resignation from the Board of Adjustment so there are now two openings on the Board.

VI. Adjournment

It was moved by Chiles, seconded by Beckman, to adjourn the meeting at 5:57 p.m. Motion carried unanimously.

Respectfully submitted,



John Dornoff,
Planner I

CITY OF WATERLOO

Council Communication

Airport Board Meeting minutes of December 15, 2021.

City Council Meeting: 2/21/2022
Prepared: 1/28/2022

ATTACHMENTS:

Description	Type
Airport Board Meeting Minutes of December 15, 2021	Backup Material

SUBJECT: Airport Board Meeting minutes of December 15, 2021.

Submitted by: Submitted By:

MINUTES

WATERLOO REGIONAL AIRPORT BOARD

Wednesday December 15, 2021

I. ROLL CALL

Board Chair Arlene Humble called the meeting to order at 3:03 p.m.

Board Members Present:	Cary Darrah, Gwenne Berry, Arlene Humble, Doug Rathburn, Todd Holcomb and David Deeds.
Board Members Absent:	Scott Voigt.
City Officials Present:	Councilmembers Ray Feuss and Margaret Klein, Noel Anderson.
Airport Staff Present:	Keith Kaspari, Airport Director and Sheila Combs, Airport Bookkeeper.
Other Attendees:	Doug Schindel.

II. AGENDA AS RECEIVED OR AMENDED

Mrs. Berry moved to approve the agenda as received, seconded by Mr. Rathburn. Ayes: 5. Motion carried.

III. PUBLIC COMMENTS

None.

IV. REPORTS

A. Airport Director

Mr. Kaspari asked if there were any questions on his written report and there were none.

B. Legislative Information & Updates

No discussion.

C. Misc. Monthly Airport Reports

Reviewed miscellaneous reports. Airline stats are improving and fares are still very attractive.

V. BOARD APPROVAL

A. Approval of Minutes of the November 17, 2021 Regular Meeting.

Mrs. Berry moved that the minutes of the November 17, 2021 meeting be approved, seconded by Mr. Rathburn. Ayes: 5. Motion carried.

B. Motion to Receive and File November 2021 Expenses.

Mrs. Berry moved that the November 2021 expenses be received and filed, seconded by Dr. Holcomb. Ayes: 5. Motion carried.

VI. OLD BUSINESS

A. Continue Discussion from November on Monthly Cost of Terminal Building Custodial Services.

Mr. Kaspari stated that Marsden offered a fee increase of $800 per month as opposed to the original increase of $1,520 per month.

Board consensus was to accept the offer until bids for cleaning services can be taken, hopefully effective with the new fiscal year, July 1, 2022.

B. Revisit from November Meeting the Use of Parking Revenue for Terminal Entrance/Area Landscaping.

Mr. Kaspari stated that he was unsure about designating increased parking revenues to the airline passenger terminal building entrance landscaping/beautification.

Board consensus was that this topic should continue to be revisited.

VII. NEW BUSINESS

A. General Discussion: Community Recommendation Letter to the USDOT for American Airlines to Continue Service to Waterloo Effective May 1, 2022 via Docket No: DOT-OST-2011-0132.

Mr. Kaspari stated that he hopes to receive a response from the DOT in January 2022.

B. Continue Discussion from November: Staff's Recommendations of Airport Rates and Charges Effective July 1, 2022 & July 1, 2023.

Board went through remaining items in handout detailing current and suggested rates and charges.

Moved by Mr. Rathburn, seconded by Dr. Holcomb, to approve rates and charges as suggested. Ayes: 5. Motion carried.

C. Update and General Discussion to the Board on the CY-2021 FAA Safety and Certification Inspection.

Mr. Kaspari reviewed some of the discrepancies from the FAA Cert Inspection and stated that we have work to do to meet specifications.

D. General Discussion and Update: Specialty Airline Charters.

Mr. Kaspari provided an overview of the upcoming Caesar's charters. Board members requested clarification on "Rewards" members and if that is a requirement to book a ticket or if members of the general public are eligible to go.

Mr. Kaspari stated that he would reach out to his contact at Caesar's and find out.

E. Contract Concession for CY-2022 Farming Season.

Mr. Kaspari stated that he received written notice that Curt Rasmussen will not be completing an additional year of farming operations over and above the 3-Year term that was completed earlier in the Fall Season of CY-2021 – a change from a discussion that Mr. Rasmussen had with the Director earlier in the Fall.

Mr. Kaspari stated he will be placing a legal notice in The Courier, and on the airport and City of Waterloo websites seeking bids for a new 3-Year term beginning in CY-2022.

F. FY-2023 – 2027 City of Waterloo Capital Improvement Program.

Mr. Kaspari stated that he is working with AECOM on preparing the 5- Year CIP, which is due to the City on 12/31/21.

VIII. STAFF AND BOARD MEMBER COMMENT

- Mr. Kaspari stated that he received information from the FAA on an ARPA Concessions Grant in the amount of $20,135, which will go to Council for approval.

  These funds can be allocated to Terminal Advertisers and Rental Car Concessionaires.

- ALO is also receiving an FAA allocation of $1,015,240.00 via the BIL – IIJA, with no details yet on timeframe or usage requirements.

- Mr. Kaspari stated that he would like to make a pitch to Hertz to return their operations to the Airport Terminal, and to centralize their local business solely at ALO.

- Mr. Deeds stated that he would like to see the link for Caesar's booking and additional information on that. He also requested that copies of the CIP be sent to the Board after submittal to the City.

IX. ADJOURNMENT

Hearing no objections, Mrs. Humble adjourned the meeting at 4:02 p.m.

Respectfully submitted,

Arlene Humble

Arlene Humble, Chairperson

CITY OF WATERLOO

Council Communication

Planning, Programming, and Zoning minutes of January 11, 2022.

City Council Meeting: 2/21/2022
Prepared: 2/9/2022

ATTACHMENTS:

	Description	Type
🗋	minutes	Backup Material

SUBJECT: Planning, Programming, and Zoning minutes of January 11, 2022.

Submitted by: Submitted By:

MINUTES
CITY OF WATERLOO, IOWA
PLANNING, PROGRAMMING, AND ZONING COMMISSION
REGULAR MEETING - 4:00 P.M. JANUARY 11, 2022

The regular meeting of the Waterloo Planning, Programming, and Zoning Commission was called to order by Chairperson Wilber at 4:01 p.m. via zoom and in-person in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: Cody Leistikow and Brandon Schoborg.

Members present electronically were: Virginia Wilber, Patrisha Serfling, Steve Trost, Craig Holdiman, Ali Parish, and Sue Flynn.

Members absent were: None (1 opening from Human Rights Commission).

Others present were: Noel Anderson – Community Planning and Development Director; Aric Schroeder, Seth Hyberger, and John Dornoff – Planning Department; Kevin Fittro – Panther Builders, LLC, and 14 citizens.

Others present electronically: Jaime Knutson – City Engineer, Felicia Smith-Nails- Neighborhood Services; Dave Boesen – City Council At Large and Rob Nichols – City Council Liaison; Paul Huting, James Bolger, and Todd Derifield –Leisure Services; and four citizens.

I. Approval of the Agenda

It was moved by Trost, seconded by Serfling to approve the agenda. Motion carried unanimously.

II. Approval of the Minutes from the regular meeting on December 28, 2021.

It was moved by Holdiman, seconded by Schoborg to approve the minutes of December 28, 2021. Motion carried unanimously.

III. Financial Report November 2021

Anderson reviewed the financial report.

It was moved by Leistikow, seconded by Trost to receive and place the financial report on file. Motion carried unanimously.

IV. Oral Presentations

There were no oral presentations.

V. New Business

A. Hearing-Site Plan Amendment

1. Request by Panther Builders, LLC for a Site Plan Amendment for 32 new single-family homes in the "R-1,R-P" Planned Residence District and "C-P" Planned Commercial District at the former Edison School site located west of 420 Harwood Avenue.

It was moved by Serfling and seconded by Flynn to receive and place on file the statement of verification at 4:06 p.m. Motion carried unanimously and Wilber declared the hearing open.

Dornoff read the staff report recommending approval of the Site Plan Amendment request with the following conditions: 1) that the final site plan meets all applicable city codes, regulations, etc. including,

but not limited to, parking, landscaping, screening, drainage, etc. 2) that sidewalks be installed along street frontages within the development, along with the east side of Evergreen, north side of Harwood and 3) any major changes to the plan would need to return for another site plan amendment.

Flynn asked if the neighborhood association was active concerning the park and asked what the plans were for the park area and if the neighborhood association was involved to which Anderson noted there were 3 representatives from Leisure Services on the zoom call and would let them answer. Huting stated that they have not gotten down to the level of deciding how the play equipment will look like and don't have the funding yet but the department is looking for funding. In the short term Leisure Services will put in some picnic tables, take care of the trees, and a temporary sign until a permanent sign using salvage materials from the school can be constructed.

Rachel Neil, Edison Neighborhood Association President stated that the neighborhood has had the opportunity to meet with Leisure Services and be a part of the process and Leisure Services has done a good job of taking into consideration what the neighborhood would like and the current plans are what the neighborhood was hoping for.

Holdiman asked if concern about the alleyway has been taken care of and if it is something that the commission even needs to worry about to which Anderson responded that the additional 5 feet from the alley has been taken care of to accommodate the road.

Trost asked if the fire department has reviewed the site plan for fire access and addresses to which Dornoff answered that Engineering takes care of assigning addresses and the fire department attended tech review and has reviewed the plan.

Leistikow asked if there were plans with the existing alleyway to make it two-sided to which Anderson responded that it will be widened and paved.

Parrish questioned the statement about the commercial developer taking care of drainage and what about drainage for the 32 houses to which Knutson explained that the stormwater is based on new development and due to the fact that they are using 80% of the existing lots engineering will not require stormwater detention since it was essentially a platted subdivision and further noted that the stormwater coming off the residential will be less than what was created by the former school at the location. Parrish and Knutson had a discussion on why stormwater was required at Habitat for Humanity's Irving Square Project which was not previously platted.

Kevin Fittro, Panther Builders LLC, went over their proposal for their site, noting that they originally called the two roads alleyways since that is what they were supposed to be but after discussions with the city expanded them and will give the names Coral Drive and Axelwood Drive. All the homes in the development will have front porches instead of garages facing the front with a goal of having the homes cost between $220,000 and $290,000 but they are still in the middle of their market analysis. Designed the development to match the original lots and the lot sizes of the adjacent properties. Fittro also gave examples of several similar developments in the region and went through floor plans and images of the proposed homes.

Wilber asked Fittro to comment on Parrish's question about detention to which Fittro explained that they have deferred to engineering on what will be needed for detention. Also do not want to take away usable space from the park plus with the park and green space will not expect to have the same watershed as when the school was there.

Leistikow asked if the electrical service lines will be underground and if the new streets will have curb and gutter to which Fittro stated that he did not think MidAmerican was putting anything overhead anymore, must be underground, and with the number of driveways and the size of the roadways and driveways, it would work better without curb and gutter.

Trost asked what accommodations there will be for on-street parking especially with the short driveways to which Fittro noted that the exact length of the driveways has not been determined and it is possible that the alleys will have no parking.

Jay Hileman, 641 Evergreen stated that he has lived at the address for 42 years questioned the price of the units as the homes in the area do not sell for that price, in addition, the parking for lots 1 through 10 could be a problem and is concerned about flooding in his basement but he likes this better than the previous proposal and the development will improve the neighborhood.

Nick Brewer, Engineer for the project, noted that the water will drain to the south as it did when the school was in operation. Also longer driveways off the alleyways ought to alleviate any of the parking problems in the area. Brewer also noted that there is a lot of on-street parking in the area.

Janet Collins, 538 Magnolia Parkway, stated that she has lived in her house for 46 years and cannot understand why they would not extend Evergreen through the property and 32 homes on the site are way too many homes. She noted that other former schools that have been developed have bigger lots. The school was there from 1914 so does not understand how the lots could have been platted. Also is concerned about the parking in the area.

Forest Dillavou, 1725 Huntington Road, stated that he owns a house on Harwood and a house on Janney Avenue and noted that they are both on 40-foot lots and they create a lot of problems such as if you put a driveway beside the house it causes the foundations to curve and crack. In addition lots 1-10 face an alley and alleys do not have stormwater. There is going to be 3-bedroom houses and most 3 bedroom houses have three cars which means the stacking the driveway does not work. Feels the project looks like a mobile home park. New developments should be new and better which means bigger lots. Must have stormwater in the streets or alleyways or it will be a mud hole. Glad that Leisure Services is working on the park because it will be a great asset. On Huntington Road when it rains the sanitary shuts down and they get sewage in the basements and the Engineering Department is not keeping up.

Anderson asked Dillavou if he is still having issues with water in his basement since recent improvements to which Dillavou stated no due to the sump pumps that the city paid for.

Amy Parn, 722 Englewood Avenue, stated that she has lived in the neighborhood since birth as her mother lives in the neighborhood. Her street does not have a curb and gutter and when it rains heavy the road floods and is concerned if they do not have drainage it will flood more.

Milissa Hein, 604 Kirkwood, stated that she has lived at the address for over 30 years and is glad that the developer wants to build single-family homes. However, is concerned because the median listing price in the neighborhood is $100,000 and is concerned that there will not be handicapped parking for the park. Further stated that not sure how the name of the streets were determined but would like to see one of the streets named for a former teacher at Edison Mike Michalicek. Also concerned about drainage noting that in 2008 even the cemetery on Fletcher was underwater.

Dave Boesen, City Council At-Large, questioned why just because the lots were originally platted 50 years ago why they would not require stormwater today and why Lincolnshire required detention to which Knutson answered he did not believe that Lincolnshire was platted at the time and further noted that this infill sites can be difficult when it comes to stormwater detention and they have been trying to treat infill sites that were never designed for stormwater detention differently than if it was a greenfield. Boesen followed up and asked if was required behind the YMCA site to which Knutson answered it was but that the YMCA site was not platted. Knutson noted that the lots are lots of record and not required to have detention.

Wilber asked if it's something that needs to be reviewed since water is an issue as and once houses start being built it is difficult to think about water detention at that time to which Knutson explained exactly how a storm water detention basin works and noted that the water coming off this site will be the same

with or without detention and it will not solve the problems. Knutson further explained that stormwater detention does not solve the problem that the stormwater pipes throughout the city are undersized.

Trost asked Knutson if he is looking at required stormwater detention in the infill areas under an updated Ordinance to which Knutson responded that he is looking at a couple of options, one of which is a fee in lew when a site is too difficult to put in stormwater detention they would be allowed to pay a certain amount of a fee and can use it for stormwater improvements and look specifically at infill lots and decide on what would be the best option.

Trost noted that the Black Hawk County Assessor Beacon Real Estate Mapping does show the original 40-foot lots but also had streets going through and why some version of the original plat is not used to which Fittro responded that if a park was not part of the process it would be fine but adding the park space makes it impractical to use the original plat layout. He also noted that in his 23 years of development he and the companies he has worked for have always been cognizant about stormwater issues but have not had an issue with stormwater in the developments. However, Fittro further noted that they are looking at inverted alleys where there is stormwater in the center or on the sides of the alleys and further noted that this development would not create any new water than it is currently handling.

Anderson asked Huting if he wanted to expand on the design for the park and why the street was not put through to which Huting responded that what is being shown was approved by the Leisure Services Commission at their meeting held this morning and that the layout is a result of extensive talks between Huting, Derifield and the developer. Huting further noted that they are doing their best to preserve some old growth Oak trees and create a space that works well as a city park and having a road running through the middle would not work well with the park and do not want the park to double as a stormwater detention pond as it causes many issues including limiting what can be put into the park.

Leistikow noted that in 2008 there were not a lot of dry areas in Waterloo and that there were shortfalls in the stormwater but also noted that it is a separate issue from sanitary sewer issues and asked when the newest lift station at Fletcher and University was put in and if there has been any recent upgrades to the sewer piping in that area to which Anderson noted that it was paid for through the 2008 flood funding and Knutson responded that it was 2010 or 2011. Knutson further noted that everything from that area drains to Black Hawk Creek. Once the gates are closed and the storm sewer cut off to avoid Black Hawk Creek from coming back and flooding everyone, there is no storm water to go to and it starts flooding the streets and the stormwater lift station that is there will help but it will not eliminate the issues that were seen in 2008. Knutson also stated that work was done on University Avenue with the reconstruction but not in the neighborhood specifically and that most places only design the storm sewer to handle a 10-year flood but 2008 and 2016 were both well over hundred year storms.

Leistikow also asked how many students that Edison school had back in the day to which Flynn stated that Edison used to be K-6 so figure 25 students per classroom with three sections per grade. Leistikow then stated that the school would have many more people in it than 32 homes with an average of 3 people per home and it alleviates his concerns.

Melissa Hicok asked if was possible to replat the lots or redraw the lines since they predate everyone present to which Anderson stated that it was comparable to the houses in the area and Fittro stated they were working with Leisure Services and this design makes the most sense financially.

Fittro noted that no house will face the alleyways, all of them will either face the street or will face the sidewalk that runs between Harwood and Bismark Avenue and into the park.

Collins asked why didn't Evergreen just go north to Bismark and noted that when they tried to construct on a detached garage back in 1995 they were not allowed to so they remodeled the garage and was turned down for a variance for a front porch. Feels that the development looks like a trailer park and a lot of older people are passing away and the homes are purchased by landlords and the neighborhood now has 25 of the 85 homes as rentals and the renters don't care about the neighborhood.

Rachel Neil, Edison Neighborhood Association President, 1056 Evergreen Avenue noted that the neighbors got together last summer when another developer proposed development and there was items that the neighborhood wanted to see and this development meets all of those requirements such as single family homes that would not turn into rentals right away, the park, and thinks there is confusion that people want larger lots but want lower prices than the developer is talking about. Neil further stated that in all her time as a member of the neighborhood association she has never heard any concerns about water or any concerns about the sewer backing up or when the school was there. Happy to see what Panther Builders who brought to the table.

Dillavou stated that looking at the drawing he did not know which way the houses would be facing but now they face a sidewalk and a home must have a street in front of it. They are not traditional homes if they do not have a street in front of them. In the past people have tried to build along an alley but were refused because there was no street access.

Fittro stated that if there was a park by him and he had young children he would be happy to have a home that had a front porch that faced the park so that he could watch his children play in the park. They also took into consideration what the neighbors directly facing the new homes will see and that is why they have front porches and rear garages where people along Magnolia Parkway will see the front porches of the homes. He further stated that if there is a concern about rentals then the homes being priced between $220,000 and 290,000 is not a common rental price range and the development will increase the value in the area. Panther could go to bigger lots like was done at Lincolnshire but they also are more in line with homes in that area but they would probably still have 5-foot side yard setbacks and he understands that he will not make everyone happy but doesn't see a situation where if they change the proposal it would cure what the neighbors are talking about.

A person in the audience stated that she believes all the trees are dead to which Derifield answered that there are some dead trees in the area but also noted that there are 4 older oak trees that are healthy and would be harmed by the extension of Evergreen Avenue.

Parn stated that when the school was torn down she said the proposed park was bigger and closer to the homes to which Huting responded that there was never a set design and it was noted in all the meetings that the park would be developed as a joint project with housing and a park. There have been renditions of the park that have been smaller than this size and larger than this size and this is the first time there has been a proposal to create a meaningful and usable neighborhood park,that has been endorsed by the Leisure Services Commission.

Fittro noted that when they met with the neighborhood association they were willing to let the neighborhood name the park and the subdivision itself, but has no problem changing one or both of the street names as a memorial.

Hileman asked if there was going to be parking for the park and where will the parking be, to which Huting stated that parking has been discussed and this a bigger issue when it was discussed as a regional draw such as an all-inclusive park, but this will be a neighborhood park which will focus on the neighborhood so there would be no parking and the opportunity for handicapped parking, likely included, but there is room that it could be added.

Holdiman and Trost left at 5:15 pm.

It was moved by Leistikow, seconded by Serfling to close the public hearing. Motion carried unanimously. The hearing was closed at 5:36 p.m.

It was moved by Leistikow, seconded by Serfling to recommend approval of the site plan amendment request with the following conditions 1) that the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, etc. 2) that sidewalks be installed along all street frontages within the development, including along with the east

side of Evergreen, north side of Harwood and 3) any major changes to the plan would need to return for another site plan amendment. Motion passed 4-1-1 with Flynn voting Nay and Parrish abstaining.

B. Special Permits

1. Request by Thawng Khan Lian for a Special Permit for a Religious Facility in the "C-2" Commercial District located at 701 West 5th Street.

Hyberger read the staff report recommending approval of the request.

Schoborg asked if the address is currently being used as a religious facility to which Hyberger stated it is not.

Thawng Khan Lian, 701 West 5th Street stated that he is the owner and the church pastor and that at the present time the building is not being used for the church and they are praying for Waterloo and the United States.

Leistikow asked if the applicant will be able to get the ADA requirements done in a timely fashion to which Lian stated yes.

Flynn asked if the applicant understands that building and fire codes must be met at their cost to which Lian stated yes and Anderson noted for occupancy they will have to meet all building and fire codes.

It was moved by Leistikow, seconded by Flynn to recommend approval of the Special Permit 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.

C. Encroachment Agreement

1. Request by the Nedzad Jasarevic for an encroachment agreement to allow for a parking lot on the city-owned right-of-way in the "M-1" Light Industrial District located at 1400 Black Hawk Street.

Hyberger read the staff report recommending tabling of the request.

Wilber asked for clarification on where the encroachment agreement will cover to which a picture was shown showing the encroachment agreement along west 12th Street.

Anderson noted that it is a lower traffic street and wants to insure that there is no concerns about where cars are park and if they affect traffic movements.

Leistikow asked if neighboring property owners been notified to which Anderson responded that the applicant applied after having Code Enforcement at his property.

Boesen asked since Code Enforcement has been involved and the problem identified is there going to be any kind of enforcement until staff talks to the applicant to which Anderson stated that it is up to Code Enforcement but generally when the applicant is trying to go through the process they wait to see what the decision is so they know how to proceed however if there is any immediate concerns about site visibility that would need to be taken care of right away.

Nedzad Jasarevic, the applicant was asked by Wilber if there was anything that he wanted to add to which Jasarevic stated that whatever is decided he will have to do. He also stated that he has moved cars and a semi-trailer that was on the site.

Leistikow feels that a lot of the area can be used by the applicant but need to insure that the area is safe.

Flynn stated that she would like an update from staff once they have met with the applicant to which Anderson stated that staff will meet with the applicant and bring it back to the commission to review and vote.

It was moved by Flynn, seconded by Serfling to table the encroachment agreement. Motion carried unanimously.

VI. Discussion

Leistikow stated he saw something in the Technical Review Notes about 4th/5th/6th Streets going two-way but was not sure if it was part of today's agenda to which Dornoff responded it was a Technical Review Committee discussion item and Anderson noted that since all city departments are invited to attend sometimes there will be discussion items to get opinions from city staff that are not ready to come for official approval.

Anderson also noted that staff is still working with INRCOG on the Comp Plan and hope to have that come back to the commission in March or April. Currently INRCOG is looking to make sure everything is up to date with new things being built and the trends that the city is seeing including new roads and infrastructure.

Leistikow stated that he will take the information gathered here and share it with the Community Development Board as they look at grants for the Edison area park.

VII. Adjournment

It was moved by Schoborg, seconded by Leistikow, to adjourn the meeting at 6:05 p.m. Motion carried unanimously.

Respectfully submitted,



John Dornoff,
Planner II