THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, REGULAR SESSION TO BE HELD AT Harold E. Getty Council Chambers Monday, February 7, 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

Ray Feuss, Ward 5 Council Member

Agenda, as proposed or amended.

Minutes of January 31, 2022, Planning 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 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.

Submitted By: Keith Kaspari, Airport Director

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.

   Submitted By: Jamie Knutson, PE, City Engineer

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.

   Submitted By: Noel Anderson, Community Planning and Development Director

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.

   Submitted By: Mohammad Elahi, Traffic engineer

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.

   Submitted By: Mohammad Elahi, Traffic engineer

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.

   Submitted By: Noel Anderson, Community Planning and Development Director

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.

   Submitted By: Noel Anderson, Community Planning and Development Director

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.

   Submitted By: Noel Anderson, Community Planning and Development Director

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.

    Submitted By: Noel Anderson, Community Planning and Development Director

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.

    Submitted By: Noel Anderson, Community Planning and Development Director

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.

Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).
Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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.

    Submitted By:Sandie Greco, Traffic Operations Director

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.

    Submitted By: Travis Nichols, Facilities/Project Manager

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

   a. **Jacob Geller, Natural Resource Technician**
   Class/Meeting: 66th Iowa State University Shade Tree Short Course
   Destination: Ames, IA
   Dates: February 23-24, 2022
   Amount not to exceed: $305.28

2. **LIQUOR LICENSES**

   a. **Absalom Lounge, 320 E. 4th Street**
   Class: C Liquor
   New Application Includes Sunday
   Expiration Date: 7/12/2022

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

   c. **Courtyard By Marriott, 250 Westfield Avenue**
   Class: B Liquor / B Wine w/Outdoor Service

Renewal Application Includes Sunday

Expiration Date: 11/1/2022

d. **Hy-Vee Food Store #1, 2834 Ansborough Avenue * Ownership Update***

Class: B Wine / C Beer / E Liquor

Renewal Application Includes Sunday

Expiration Date: 3/23/2023

e. **The Loft, 710 Jefferson Street, #4**

Class: C Liquor

Renewal Application Includes Sunday

Expiration Date: 1/12/2023

f. **New Star Fletcher, 315 Fletcher Avenue**

Class: B Wine / C Beer / E Liquor

Renewal Application Includes Sunday

Expiration Date: 1/29/2023

g. **VFW Club Post #1623, 1406 Commercial Street**

Class: A Liquor

Renewal Application Does not include Sunday

Expiration Date: 2253-34

h. **Waterloo Black Hawks Hockey, 125 Commercial Street**

Class: C Liquor

Renewal Application Includes Sunday

Expiration Date: 12/15/2022

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.

   Submitted By: Jamie Knutson, PE, City Engineer

4. Motion to approve the Capital Improvement Plan for Waterloo Regional Airport for FY-2022 thru FY-2027, and direct the Airport Director to submit all documents to the FAA as required.

   Submitted By: Keith Kaspari, Airport Director

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.

   Submitted By: Travis Nichols, Facilities/Project Manager

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.

   Submitted By: Noel Anderson, Community Planning and Development Director

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.

   Submitted By: Noel Anderson, Community Planning and Development Director

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.

   Submitted By: Noel Anderson, Community Planning and Development Director

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.

   Submitted By: Noel Anderson, Community Planning and Development Director

PUBLIC HEARINGS

2. **Five Sullivan Brothers Convention Center Plaza Renovation.**

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

   Submitted By: Noel Anderson, Community Planning and Development Director

3. **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.**

   Motion to receive and file proof of publication of notice of public hearing.
   HOLD HEARING - No comments on file.
   Motion to close hearing and receive and file oral and written comments.
   Resolution approving the sale and conveyance of city 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.
   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.

   Submitted By: Noel Anderson, Community Planing and Development Director

4. **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.**

   Motion to receive and file proof of publication of notice of public hearing.
   HOLD HEARING - No comments on file.
   Motion to close hearing and receive and file oral and written comments.
   Resolution approving 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.

   Submitted By: Noel Anderson, Community Planning and Development Director

RESOLUTIONS

5. Resolution approving an agreement with Sourcewell concerning cooperative purchasing and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Randy Bennett, Public Works Division Manager

6. 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.

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

7. 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.

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

8. 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.

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

9. 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 an amount not to exceed $_____, 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.

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

10. 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.

Submitted By: Keith Kaspari, Airport Director

11. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

12. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

13. Resolution approving an Option Agreement withd CPM Acquisition Corp., for the option to sell 2975 Airline Circle to the City of Waterloo, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

14. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

ORDINANCES

15. Ordinance amending the 2020 Traffic Code by adding Subsection (157b) Greyhound Drive, both sides of street from West Ridgeway Avenue to Sergeant Road (Hwy 63), to Section 551, Parking Prohibited At All Times On Certain Streets.

Motion to receive, file, consider and pass for the first time, an ordinance amending the 2020 Traffic Code by adding Subsection (157b) Greyhound Drive, both sides of street from West Ridgeway Avenue to Sergeant Road (Hwy 63), to Section 551, Parking Prohibited At All Times On Certain Streets.
Motion to suspend the rules.
Motion to receive, file, consider and pass for the second and third times and adopt said ordinance.

Submitted By: Sandie Greco, Traffic Operations Director

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

MEETINGS

3:50 p.m. Council Work Session, Harold E. Getty Council Chambers

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

PUBLIC INFORMATION

1. Complete Streets minutes of November 2021.
2. Housing Authority Board minutes of January 18, 2022.
3. Leisure Services Commission Minutes of December 14, 2021.
4. Historic Preservation Commission minutes of November 2021.
5. Community Development Board meeting minutes November 2021.
6. Planning, Programming, and Zoning minutes of December 28, 2021.
7. Communication from the Waste Management Services Department on the notice of the

conclusion of employment for Todd Damro, Plant Maintenance, effective December 30, 2021, with recommendation of approval of payout of $6,292.44 for unused benefits.

8. Communication from the Public Works, Street Department, on the notice of the conclusion of employment for Kent Flege, Mechanic, effective December 31, 2021, with recommendation of approval of payout of $4,257.40 for unused benefits.

9. Communication from the Waterloo Public Library on the notice of the conclusion of employment for Kimberly SB Mashek, part-time Librarian, effective January 13, 2022, with recommendation of approval of payout of $1,671.64 for unused benefits.

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 2/7/2022
Prepared:

Submitted by: Submitted By:

CITY OF WATERLOO

Council Communication

Resolution awarding bids for the seasonal Farm and Hay Concession at the Waterloo Regional Airport, for the CY2022-2023-2024 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. per acre based on a total of 1,257.04 acres, and authorize the Airport Director to execute the agreements.

City Council Meeting: 2/7/2022
Prepared: 1/26/2022

ATTACHMENTS:

Description	Type
Farming and Hay Public Notice and RFP	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Keith Kaspari, Airport Director
Recommended Action:	Approve the above Notices of Award as requested by Staff.
Summary Statement:	This request by Staff is to request approval from the City Council, and reaffirm the approval by the Waterloo Airport Board, for a three (3) Year Farm and Hay Concession agreement, with Notices of Award, as follows: 1. Hay Concession: Brad Feckers, of Shell Rock, Iowa at $52.50 per 1,500 pound hay bale. Note: This is the same farming contractor who managed the hay concession for the summer seasons of CY's 2019-2020-2021 at the same price per bale; and, Note: Only 1 hay bid was received. 2. Farm Concession: Ben Gosse of Apex Agriculture of Jesup, Iowa at $330. per acre, for a total of 1,257.04 acres, for a of three-year average of $414,823.80, or a three-year total of: $1,244,469.60. Note: For the above previous three-year term of 20190-2020-2021, Staff received just over $1,015,000, or an annual average of approximately $335,000, so the most recent bid as received, should showcase a surprising increase in annual revenue from this Farm Concession agreement, as part of the airport's annual revenues as received.
Neighborhood Impact:	Staff does not anticipate any negative impacts to the neighborhoods surrounding the Airport.

Data/Analysis and Strategies:	N/A
Implementation, Accountability, and Communication:	N/A
Community Engagement Methods:	The Public Notice (as attached) was listed on the City of Waterloo and Waterloo Regional Airport websites, in addition to the Legal Notices Section of the Waterloo Cedar Falls Courier daily newspaper, in addition to the Staff follow-up for those who made calls and submitted emails inquiring to the status of the farm and hay bids for the Airport.
Expenditure Required/Source of Funds:	As noted above, $52.50 per 1,500 pound bale of hay. Note: Usually, and in recent years past, the airport would see a harvest of between 400 and 440 bales per summer hay season. Last year (2021) the airport and hay farmer harvested just over 200 bales.
Alternative:	No alternative have been selected.
Legal Descriptions:	No legal conflicts are anticipated.

WATERLOO
REGIONAL AIRPORT

WATERLOO – CEDAR FALLS COURIER

PUBLIC NOTICE

The City of Waterloo, dba Waterloo Regional Airport, hereby provides a General Notice to the Public seeking Letters of Interest for those local/area farmers that would be interested in performing farming and hay baling operations for CY-2022 – 2023 and 2024 at Waterloo Regional Airport.

Prior experience in conducting farming and hay operations on or adjacent to an active airfield is preferred but not required.

This Public Notice provides for a maximum of three (3) years, for the combined farming seasons of 2022 – 2023 and 2024, via a Minimum Annual Guarantee, or MAG (per acre), for each of the three years as listed above, with numbers of farming acres that may fluctuate during 2023 and 2024, but minimal, if at all.

This opportunity also extends to those members of the farming community that would be interested in only performing hay baling operations at Waterloo Regional Airport in areas designated by Airport Staff, and similar to those areas for hay operations during the CY2019 – 2020 and 2021 seasons.

For more information, with submittals due by Friday, January 14th, 2022, by NLT 3:00 p.m., contact Keith Kaspari, Airport Director, Waterloo Regional Airport, 2790 Livingston Lane, Second Floor, Waterloo, Iowa, 50703. Office: 319-291-4483, or Email at: **KEITH.KASPARI@WATERLOO-IA.ORG**.

CITY OF WATERLOO, IOWA

dba

Waterloo Regional Airport

REQUEST FOR PROPOSALS

The City of Waterloo, dba Waterloo Regional Airport, hereby provides a General Notice to the Public seeking a Request for Proposal (RFP) for those citizens that would be interested in performing farming operations for leased acres at Waterloo Regional Airport.

Note: For CY-2022 only, there will be an estimated total of 1,257.04 (1,204) acres available for farming operations. The Airport Director, via a conversation in City Hall with the Director and Staff of the Planning and Development Department, also expects the same number of acres for CY's 2023 and 2024 to be made available – with minor reductions possible, but not guaranteed.

Prior experience in conducting farming operations on an active airfield is preferred but not required.

This notice would be for a term of three (3) years, for the farming seasons of 2022 – 2023 and 2024, via a Minimum Annual Guarantee, or MAG (per acre), for each of the three years as listed above.

This opportunity also extends to those citizens that would be interested in performing only hay baling operations at Waterloo Regional Airport in areas designated by Airport Staff, and similar to those areas made available for Hay-only operations during CY's 2019-2020-2021.

This notice would be for a term of three (3) years, for the hay baling seasons of 2022 – 2023 and 2024, via a Minimum Annual Guarantee, or MAG (per hay bale), for each of the three years as listed above.

When submitting the RFP, the Proposers will be required to stipulate whether they are bidding on Farm Acres Only, Hay Acres Only, or Both.

For more information, with submittals due by Friday, January 14th by NLT 3:00 p.m., contact Keith Kaspari, Airport Director, Waterloo Regional Airport, 2790 Livingston Lane, Second Floor, Waterloo, Iowa, 50703. Office: 319-291-4483, or Via Email at:

KEITH.KASPARI@WATERLOO-IA.ORG.

Proposer shall provide a Minimum Annual Guarantee, or MAG (per acre), during each of the three (3) years for the lease of the expected 1,257.04 (1,257), as guaranteed, for each of the farming seasons.

And/or,

Proposer shall provide a Minimum Annual Guarantee, or MAG (per hay bale), during each of the three (3) years for the baling of hay for acres as designated by Airport Staff during the summer seasons of: 2022 - 2023 - 2024.

A copy of the Farming Concession Agreement **(See Below)** is included with this document.

The successful Bidder or Bidder's will be required to execute the Concession Agreement in substantially the same form as it is currently written with the exception that elements of the Bidder's bid as finally approved by the Waterloo Regional Airport Board, and with Final Approval by the Waterloo City Council, and will be included in the final as-executed agreement.

###

THE CITY OF WATERLOO, IOWA

Waterloo Regional Airport

Agricultural Lease

This Agricultural Lease (the "Lease") is entered into and made effective on _____, 2022 by and between the City of Waterloo, Iowa, acting by and through the Waterloo Regional Airport Board, herein after referred to as Landlord, and _____ herein after referred to as Tenant, as set forth below:

Landlord:

Name: City of Waterloo, Iowa, acting by and through the Waterloo Airport Board, Attn: Mr. Keith Kaspari, Airport Director

Address: 2790 Livingston Lane, Waterloo, Iowa, 50703

Tenant:

Name: _____

Address: _____

Email: _____

Office Phone: _____ Cell Phone: _____

In consideration of the mutual promises exchanged herein, the parties agree as follows:

1. **DESCRIPTION OF LAND:**
The Landlord leases to the Tenant for agricultural purposes the following legally described property (the "Real Estate"):

Certain parcels of City and Airport property located in, on or around the Sections or Areas of the airside and landside areas of the Waterloo Regional Airport, City of Waterloo, County of BlackHawk, State of Iowa, consisting of approximately 1,257 acres for CY-2022, 2023 and 2024 and/or as designated specifically by Landlord, and as agreed to by, Tenant.

The Real Estate is subject to all easements now existing or which the Landlord may grant in the future.

2. **TERM OF LEASE:**
The term of this Lease shall be for a period of One (1) Three (3) year term beginning on April 1, 2022, and ending at 11:59 p.m. on March 31, 2025.

3. **USE AND AIRFIELD ACCESS:**
The Tenant shall have the right to use the property for the production of crops, and/or hay grasses, and for no other purpose whatsoever, and shall have all rights of access to the designated areas beginning (pending airfield driver's training / refresher driver's training) on or about April 1, 2022 / April 1, 2023 and April 1, 2024, and ending on March 31, 2023, March 31, 2024 and March 31, 2025, respectfully.

4. **RENT FOR CROP ACRES:**
Tenant agrees to pay Landlord rent for the use of the Real Estate in the amount as designated below, with a Minimum Annual Guarantee or (MAG), per acre of land, for farming operations as noted below, with the Proposer multiplying either the 1,257 acres for CY-2022, 2023 & 2024, multiplied by the MAG price per acre as noted below, and with payments on the dates as indicated below:

	MAG Starts at $240.00 Per Acre	**Total Owed**
Farm Season of 2022	_____	_____
Payment Due Dates:	4-5-2022 / 9-9-2022 / 1-6-2023	
	Total Owed Per Pay Period -	_____
	MAG Starts at $240.00 Per Acre	
Farm Season of 2023	_____	_____
Payment Due Dates:	4-7-2023 / 9-8-2023 / 1-5-2024	
	Total Owed Per Pay Period -	_____
	MAG Starts at $240.00 Per Acre	
Farm Season of 2024	_____	_____
Payment Due Dates:	4-5-2024 / 9-6-2024 / 1-3-2025	
	Total Owed Per Pay Period -	_____

Tenant shall have the option to make one large payment at the beginning of each growing season (on or about April of each of the three years referenced above).

Tenant shall employ a financial institution for purposes of financing their farming operation for the term of this agreement. In the event the cash rent is not paid by the due date(s), interest shall be charged at the rate of 18% percent per annum, compounded monthly, beginning five (5) days after the due date, until paid in full.

All cash rent is to be paid to the Landlord at the address shown above, or at such other place as the Landlord may direct in writing.

5. **RENT FOR HAY ACRES:**
Historically, and over the past four (4) years (2015 – 2016 – 2017 – 2018), Waterloo has yielded between 400 and 440 large round hay bales.

Tenant agrees to pay Landlord rent for the use of the Real Estate in the amount as designated below, for the growth and harvesting of the hay bales, with Airport Staff assisting the Proposer with the escort of large vehicles and the loading of hay bales on Proposers large flatbed trucks, via the Minimum Annual Guarantee (MAG) per hay bale, for the hay baling operations as noted above and below, with payments on the dates as indicated below:

	MAG Starts at $40.00 Per Hay Bale	**Total Owed**
Season of 2022	_____	_____
Payment Due Dates:	November 14, 2022	

	MAG Starts at $40.00 Per Hay Bale	
Season of 2023	_____	_____
Payment Due Dates:	November 13, 2023	

	MAG Starts at $40.00 Per Hay Bale	
Season of 2024	_____	_____
Payment Due Dates:	November 11, 2024	

Tenant shall, at his/her discretion, employing a financial institution for purposes of financing their hay baling operation for the term of this agreement.

In the event the cash rent is not paid by the due date(s), interest shall be charged at the rate of 18% percent per annum, compounded monthly, beginning five (5) days after the due date, until paid.

All cash rent is to be paid to the Landlord at the address shown above or at such other place as the Landlord may direct in writing.

6. TENANT DUTIES AND CONDITIONS:

Tenant agrees to:

a. Not interfere with or adversely affect the use, operation, maintenance or development of the airport.

Low-grading varieties of crops only may be grown in the approach areas at the end of each runway, and outside of the Runway Protection (RPZ), and no crops are to be grown within 1,000 feet of the end of any runway, or within 535 feet from the centerline of each runway.

Also, no crops may be grown in any manner that obstructs the line-of-sight at an elevation of five (5) feet above the runway centerline between any point on a runway, and any point on an intersecting runway, when both points fall within the Runway Protection Zone or RPZ.

The Runway Protection Zone is the area included within boundaries formed by connecting those points on intersecting runways which fall midway between the runway intersection and the runway ends.

b. Manage carefully all growing crops and harvest all crops in a timely fashion as weather permits.

In the event Tenant fails to do so, Landlord reserves the right, personally or through designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant.

c. Farm the land in an efficient and business-like manner.

d. Do what is reasonably necessary to control soil erosion including, but not limited to, providing labor and normal farm equipment for the maintenance of existing water courses, waterways, ditches, drainage areas, terraces and tile drains, and abstaining from any practice which will cause damage to the Real Estate.

e. Comply with all restrictions regarding growth of trees or shrubs as required by applicable law, and use all reasonable efforts to control weeds in fields, fence rows, road ditches, building lots, and all other areas of the Leased Area.

f. Protect all desirable vegetation, such as grass field borders, grassed waterways, wildlife cover, shrubs and trees.

g. Follow a mutually acceptable tillage program for each of the crops planted. Such plan shall meet soil conservation and surface residue requirements as prescribed by the United States Department of Agriculture (USDA), and the conservation plan for the Black Hawk County, Iowa, Farm Services Agency (FSA).

h. Investigate broken and inoperative tile lines and report them to the Landlord.

i. Comply with all local, state, and federal laws and regulations governing all activities related to the application of pesticides and commercial fertilizers, and the cultivation of crops.

Follow label directions in the handling and application of all chemicals used on the Real Estate, and follow all applicator's licensing requirements. Tenant shall provide a copy to the airport office of the applicator's license for all chemicals applied.

Comply with all local, state, and federal laws and regulations pertaining to groundwater contamination, manure disposal, and hazardous waste storage or disposal.

j. Do not plant any crops that could, and during the growth and maturation process, block the visibility of FAA, State or Airport owned lighting or navigational equipment.

k. Not allow any use of the land by any other person without the prior written consent of the Landlord.

7. **RESERVED RIGHTS OF OWNER:**

Because the Real Estate is part of the Waterloo Regional Airport property, and with ownership by the City of Waterloo, Iowa, the parties agree that the Real Estate, and Tenant's rights under this Lease, is subject to the following reserved rights of the Landlord:

a. There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Real Estate, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft using said airspace for the taxi, landing, or take-off from on or about the airport.

b. This Lease shall become subordinate to the provisions of any existing or future agreement between Landlord and the federal government relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

c. During time of war or national emergency, Landlord shall have the right to enter into an agreement with the federal government for use of part or all of the landing area, publicly owned air navigation facilities, and/or other areas or facilities of the airport by the armed forces of the United States.

If such an agreement is executed, the provisions of this Lease shall be suspended to the extent that they are inconsistent with the provisions of the agreement with the federal government.

8. ENVIRONMENTAL MATTERS:

Tenant shall comply with all applicable environmental laws concerning the application, storage and handling of chemicals including, without limitation herbicides, insecticides, and fertilizers.

Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the Real Estate. Chemicals used on the Real Estate shall be stored in clearly marked, tightly closed containers.

No chemicals or chemical containers will be disposed of on the Real Estate. Application of chemicals for agricultural purposes shall be applied per the manufacturer's recommendation per acre, and shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system if applicable, (injection valve only, not Main-Well check valve).

Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air.

Tenant shall haul and spread all manure (if applicable) on appropriate fields at times and in quantities consistent with environmental protection requirements.

Tenant shall not apply any chemicals by air, whereby the chemicals would unintentionally be applied to any FAA, State or Airport owned building or equipment, pavement or pavement markings that could erode the effectiveness of said building, equipment, pavement or pavement marking.

Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the Real Estate. Solid waste may not be disposed of on the Real Estate.

Tenant shall not use waste oil as a means to suppress dust on any roads on or near the Real Estate. No above-ground or under-ground storage tanks (AST/UST's) shall be placed or maintained on the Real Estate.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on the Real Estate. Tenant shall assume all liability and shall indemnify and hold Landlord harmless for any claim or violation of standards, which results from Tenant's use of the Real Estate.

Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim.

After termination, Tenant shall remain liable for all violations, which occurred during the term of this Lease.

Tenant shall make any and all repairs to perimeter fenceline fabric, fenceline poles, vehicle gates and gate controls, if any of the above is damaged during the entry, exit or use of farm vehicles while operating on, or traversing the Air Operations Area (AOA).

9. REAL ESTATE AND PERSONAL PROPERTY TAXES:
Landlord agrees to pay all taxes, assessments, or other public charges levied or assessed by lawful authority against the Real Estate.

Tenant agrees to pay all personal property taxes, assessments, or other public charges levied or assessed by lawful authority against the Tenant's personal property on the premises, during the term of the Lease.

10. IMPROVEMENTS: Tenant may not make any improvements to the Real Estate.

11. RIGHT OF ENTRY AND INSPECTION:
Landlord may enter the Real Estate at any reasonable time for the purpose of consulting with Tenant, viewing the property, making repairs or improvements, or for other reasonable purposes that do not interfere with Tenant's ability to carry out regular farming operations. Tenant shall not at any time use a UAS or Drone to inspect crops.

Upon properly served notice of termination of the Lease and permission of Tenant, provided that such permission shall not be unreasonably withheld, Landlord reserves the right to enter the Real Estate and perform fall tillage, seeding, fertilizing or other customary seasonal operations after Tenant has completed the harvesting of crops.

12. OWNER'S LIEN AND SECURITY INTEREST:
Tenant hereby grants to Landlord, in addition to any statutory landlord's lien existing in favor of the Landlord, a security interest as provided in the Iowa Uniform Commercial Code in, but not limited to, all growing or mature crops on the Real Estate, the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the Real Estate, whether such contract rights be payable in cash or in-kind, including the proceeds from such rights, and any and all other personal property kept or used on the Real Estate that is not exempt from execution.

Tenant authorizes Landlord, acting as attorney-in-fact for Tenant, to file one or more financing statements to perfect such security interest. Tenant shall sign security agreements, financing statements, and other documents or instruments as requested by Landlord to perfect Landlord's security interests.

At Landlord's request, Tenant shall provide Landlord a list of potential buyers for the crops grown on the Real Estate. Tenant agrees to deliver and sell such crops only to those buyers listed.

Landlord shall deliver a Notice of Security Interest to those buyers and only those buyers listed. Tenant shall not sell such crops to any buyer not listed without first obtaining written consent of the Landlord.

13. ASSIGNMENT AND SUBLETTING:

Tenant shall not lease or sublet any part of the Real Estate, nor assign this Lease to any other person without the prior written permission of Landlord. If Landlord sells or otherwise transfers title to the Real Estate, Landlord will do so subject to the provisions of this Lease.

14. INSURANCE:

Tenant shall, at its own expense, procure and maintain comprehensive public liability insurance in the amount of not less than $1,000,000 per occurrence and $5,000,000 annual aggregate, with a copy of Insurance Certificate to the Airport as named insured.

Such insurance shall cover liability arising from the acts or omissions of Tenant, its employees and agents, and shall protect Landlord against such claims, damages, costs or expenses on account of injury to any person or persons, or to the property of same, by reason of such casualty, accident or other occurrence on or about the Real Estate during the term of this Lease.

Certificates or copies of said policies, naming Landlord as an additional insured, and providing for thirty (30) days' advance notice to Landlord before cancellation, shall be delivered to Landlord within thirty (30) days from the date and at the address as noted on Page 1 of this agreement.

A renewal certificate shall be provided to Landlord prior to expiration of any policy.

Landlord shall provide no such insurance for the property or activities of Tenant, its agents or employees.

15. INDEMNIFICATION:

Tenant shall take possession of the Real Estate subject to the usual hazards of operating a farm and assumes all of the risks of accidents to the Tenant, its employees and agents, in pursuance of the farming operation, and in performing repairs or improvements or other actions pursuant to this Lease.

Except as to any negligence of Landlord or its agents, and to the extent not covered by insurance, Tenant will protect, indemnify, and save harmless the Landlord from and against any and all loss, costs, damage, and expenses occasioned by, or arising out of, any act or omission causing or inflicting injury and/or damage to any person or property, happening or done in, upon, or about the Real Estate, and due directly or indirectly to the use or occupancy thereof, or any part thereof, by Tenant or any person claiming through or under Tenant.

The provisions of this section shall survive the termination or expiration of this Lease for any reason.

16. MINERAL RIGHTS:

Landlord reserves all rights to any minerals on or underlying the Real Estate.

17. YIELDING POSSESSION:

Tenant agrees that on termination of the Lease, Tenant will yield possession of the Real Estate to Landlord without further demand or notice, in as good order and condition as at the beginning of the Lease term.

Loss by fire, tornado or forces beyond Tenant's control and ordinary wear and tear are excepted.

18. NO PARTNERSHIP:

Nothing in this Lease shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between Landlord and Tenant, nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

19. DEFAULT; REMEDIES:

If Tenant fails to observe any term or condition of this Lease, including but not limited to the payment of rent, it shall be in default of this Lease, and Landlord may then exercise any and all legal remedies available under applicable law.

In the event of default Tenant shall be liable for any and all damage or loss suffered or incurred by Landlord, including but not limited to reasonable attorneys' fees and expenses incurred in connection with the exercise of any right or remedy by Landlord.

Waiver of any default shall not be construed as a waiver of any other or subsequent default.

20. NOTICES:

Any notice under this Lease shall be in writing and shall be delivered in person, by overnight delivery service, or by United States certified mail, postage prepaid, and addressed as set forth on first page hereof.

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 delivery service which guarantees next day delivery, or (iii) three (3) business days following the date of deposit if mailed by United States certified mail, postage prepaid.

21. CAPTIONS:

All captions, headings, or titles in the paragraphs or sections of this Lease 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 Lease or of any provisions hereof.

22. ENTIRE AGREEMENT; MODIFICATION:

This Lease represents the entire agreement between the parties, superseding all prior or contemporaneous discussions, representations, promises or agreements between the parties. This Lease may be modified only in a written instrument signed by both parties.

23. MISCELLANEOUS:
Time is of the essence in the observance and performance of the terms of this Lease. Words or phrases herein, including the acknowledgments below, are to be construed as in the singular or plural, and as the appropriate gender, according to the context.

24. BINDING EFFECT:
This Lease is binding on the parties and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agricultural Lease by their duly authorized representatives.

TENANT:

_____
Proposer / Offeror

_____
Proposer / Offeror

OWNER:

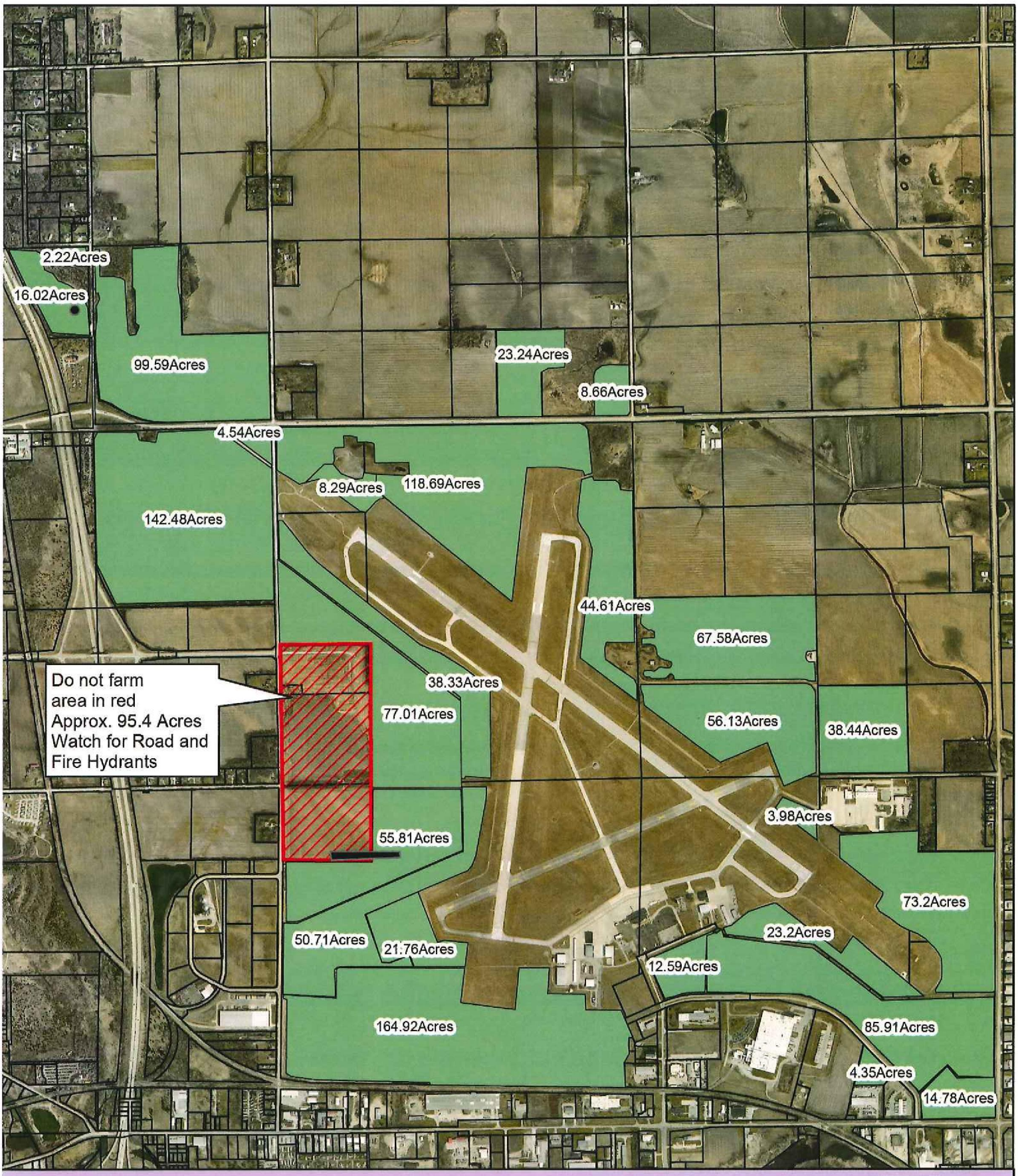
City of Waterloo, Iowa, acting by and
Through the Waterloo Airport Board

By: _____
Arlene Humble, Chair
Waterloo Regional Airport Board

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

This instrument was acknowledged before me on _____, 2022, by Keith Kaspari, Airport Director, City of Waterloo, Iowa.

_____
Notary Public



Waterloo Regional Airport Airport Lease

1,257.04 Total Acres

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Note:
Base map data source is Black Hawk County.
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, the Black Hawk County Assessor, or their employees. The City of Waterloo makes no warranty, express or implied, as to the accuracy of the information shown on this map, and expressly disclaims liability for the accuracy thereof. Users should refer to official plats, surveys, recorded deeds, etc. located at the Black Hawk County Courthouse and Service Center for exact and accurate information.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/18/2022

SUBJECT:	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.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Recommended Action:	Recommended for approval by the City Engineer.
Summary Statement:	Attached is a request for construction of a concrete driveway with the elimination of the sidewalk section due to the inability to meet requirements of the driveway at 1142 Columbus Drive. 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 at no cost to the City of Waterloo. $7.00 cash for the purpose of recording this waiver and a copy of the legal description have been provided to the City Clerk's office.
Neighborhood Impact:	This is a waiver of the City's Standard Specifications for Driveway Construction. It requires Council approval so that it can be recorded to the property, so that the waiver requirements run with the property ownership.
Legal Descriptions:	COLUMBUS HEIGHTS LOT 38

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/12/2022

ATTACHMENTS:

	Description	Type
	Acceptance of Work	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Cardinal Construction Inc., has completed the above referenced project in accordance with the plans and specifications.

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)* 5 Sullivan Brothers Convention Center Penthouse Chiller for the City of Waterloo, IA.	**CONTRACT INFORMATION:** Contract For: General Construction Date: March 27, 2020	**CERTIFICATE INFORMATION:** Certificate Number: 001 Date: October 12, 2021
OWNER: *(name and address)* City of Waterloo 715 Mulberry Street Waterloo, IA 50703	**ARCHITECT:** *(name and address)* I & S Group, Inc. (ISG) 314 East 4th Street Waterloo, IA 50703	**CONTRACTOR:** *(name and address)* Cardinal Construction, Inc. 1246 Martin Road Waterloo, IA 50701

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

Substantial Completion Date: April 29, 2021 (for the Chillers)

I & S Group, Inc. (ISG)		Nathan Compton, Architect/Project Manager	Dated Executed: October 12, 2021
ARCHITECT *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE OF SUBSTANTIAL COMPLETION**

WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $- 0 -

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner shall be responsible for maintenance, heat, utilities, insurance and damage caused by the Owner's personnel.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

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User Notes:

Cardinal Construction, Inc. **CONTRACTOR** *(Firm Name)*	**SIGNATURE**	Katy Susong, President **PRINTED NAME AND TITLE**	1/5/2022 **DATE**
City of Waterloo **OWNER** *(Firm Name)*	**SIGNATURE**	Quentin Hart, Mayor **PRINTED NAME AND TITLE**	**DATE**

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User Notes:

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/26/2022

ATTACHMENTS:

Description	Type
Change Order 1 (757)	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Mohammad Elahi, Traffic engineer
Recommended Action:	Approve Resolution
Summary Statement:	The project has been completed. This change order covers item quantity changes for the entire contract. The change order reduces the original contract amount of $299,321.40 by $23,418.88 to new contract amount of $275,902.52.

Expenditure Required/Source of Funds: None. This is a deduct change order.

IOWA DOT
Form 831240 (12-20)

Accounting ID No.(5-digit number): 36713

Change Order No.: 1

CHANGE ORDER

For Local Public Agency Projects

No.: One

Non-Substantial: ☒

Substantial: ☐

Administering Office Concurrence Date

Accounting ID No. (5-digit number): 36713

Project Number: STP-A-8155(757)--86-07

Contract Work Type: PCC Pavement Widening

Local Public Agency: City of Waterloo

Contractor: Lodge Construction, Inc.

Date Prepared: May 7, 2021

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

A - Description of change to be made:

Line 0030 - Delete 6.7 CY of Modified Subbase
Line 0100 - Add 4 LF of Subdrain, PVC, Standard, Perforated, 6 In.
Line 0140 - Add 11 SY of Removal of Pavement
Line 0160 - Add 4 SY of Removal of Sidewalk
Line 0170 - Add 13.5 SY of Sidewalk, P.C. Concrete, 4 In.
Line 0180 - Delete 11.3 SY of Sidewalk, P.C. Concrete, 6 In.
Line 0210 - Add 11 SY of Driveway, P.C. Concrete, 6 In.
Line 0220 - Modify Traffic Signalization Lump Sum.
- a. Delete one (1) EACH of Traffic Signal Handholes, Concrete (Type 1), 24-inch Diameter
- b. Delete one (1) EACH of Traffic Signal Handholes, Polymer Concrete (Type 3), 24-inch x 36-inch
- c. Add 25 LF of Wires and Cables, 1C, #6 AWG, Ground
- d. Add 400 LF of Wires and Cables, 1C, #10 AWG, Tracer
- e. Add 2350 LF of Wires and Cables, Remove and Salvage
- f. Delete 65 LF of Wires and Cables, Remove and Reinstall in Existing or New Conduit
- g. Add 385 LF of Pull Rope (Pull Tape)
- h. Add 335 LF of Conduit, 2-inch, Polyvinyl Chloride (PVC) (Trenched)
- i. Add 341 LF of Conduit, 2- to 3-inch Polyvinyl Chloride (PVC), Remove and Salvage
- j. Add 940 LF of Wires and Cables, 1C, #10 AWG, Street Light

Line 0230 - Delete 24.52 STA of Permanent Tape Markings, Preformed Polymer Tape Marking Material
Line 0270 - Delete 10 EACH of Flaggers
Line 0290 - Delete one (1) EACH of Temp Crash Cushion
Line 0320 - Delete one (1) EACH of Removal of Intake Protection
Line 0330 - Delete 17.4 STA of Temporary Pavement Markings
Line 0350 - Delete 0.26 ACRE of Mulching, Bonded Fiber Matrix
Line 0360 - Delete 0.26 ACRE of Seeding and Fertilizing (Urban)
Line 0370 - Delete 325 LF of Silt Fence
Line 0380 - Delete 325 LF of Removal of Silt Fence or Silt Fence for Ditch Checks
Line 0390 - Delete 325 LF of Maintenance of Silt Fence or Silt Fence for Ditch Checks
Line 0400 - Add 50 LF of Perimeter and Slope Sediment Control Device, 9 In. Dia.
Line 0410 - Delete 325 LF of Removal of Perimeter and Slope Sediment Control Device, 9 In. Dia.
Line 0420 - Delete two (2) EACH of Mobilization, Erosion Control
Line 0430 - Delete one (1) EACH of Mobilization, Emergency Erosion Control
8001 - Add one (1) EACH of (Price Adjust) Slump Test Deviation
8002 - Add one (1) EACH of (Price Adjust) Air Test Deviation
8003 - Add 28.7 STA of Painted Pavement Markings, Waterborne or Solvent

B - Reason for change:

0030 - Less Modified Subbase was required to complete Project.
0100 - Additional Subdrain, PVC, Standard, Perforated, 6 In. was required to complete Project.
0140 - Additional Removal of Pavement was required to complete Project.
0160 - Additional Removal of Sidewalk was required to complete Project.
0170 - Additional Sidewalk, P.C. Concrete, 4 In. was required to complete Project.
0180 - Less Sidewalk, P.C. Concrete, 6 In. was required to complete Project
0210 - Additional Driveway, P.C. Concrete, 6 In. was required to complete Project.

0220

a - Fewer Traffic Signal Handholes, Concrete (Type 1) were required to complete Project.
b - Fewer Traffic Signal Handholes, Polymer (Type 3) were required to complete Project.
c - Additional Wires and Cables, 1C, #6 AWG, Ground was required to complete Project.
d - Additional Wires and Cables, 1C, #10 AWG, Tracer was required to complete Project.
e - Additional Wires and Cables, Remove and Salvage was required to complete Project.
f - Less Wires and Cables, Remove and Reinstall in Existing or New Conduit was required to complete Project.
g - Additional Pull Rope (Pull Tape) was required to complete Project.
h - Additional Conduit, 2-inch, Polyvinyl Chloride (PVC) (Trenched) was required to complete Project.
i - Additional Conduit, 2- to 3-inch Polyvinyl Chloride (PVC), Remove and Salvage was required to complete Project.
j - Street Light power cable along Ansborough Avenue was not identified and damaged during removals. New cable was required to complete Project.

0230 - City of Waterloo opted for painted markings instead of preformed polymer tape to save on project costs.
0270 - Flaggers were not required to complete Project.
0290 - Fewer Temp Crash Cushion were required to complete Project.
0320 - Fewer Removal of Intake Protection were required to complete Project.
0330 - Additional/Less Temporary Pavement Markings was required to complete Project.
0350 - Less Mulching, Bonded Fiber Matrix was required to complete Project.
0360 - Less Seeding and Fertilizing (Urban) was required to complete Project.
0370 - Less Silt Fence was required to complete Project.
0380 - Less Removal of Silt Fence or Silt Fence for Ditch Checks was required to complete Project.
0390 - Less Maintenance of Silt Fence or Silt Fence for Ditch Checks was required to complete Project.
0400 - Additional Perimeter and Slope Sediment Control Device, 9 In. Dia.
0410 - Removal of Perimeter and Slope Sediment Control Device, 9 In. Dia. was not required to complete Project.
0420 - Fewer Mobilizations, Erosion Control were required to complete Project.
0430 - Fewer Mobilizations, Emergency Erosion Control were required to complete Project.
8001 - Slump test result was outside specification range. See noncompliance notice dated 12/10/20.
8002 - Air test result was outside specification range. See noncompliance notice dated 12/10/20.
8003 - City of Waterloo opted for painted markings instead of preformed polymer tape to save on project costs.

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

0030 - Delete 6.6 CY of Modified Subbase @ $48.00/CY
0100 - Add 4 LF of Subdrain, PVC, Standard @ $13.00/LF
0140 - Add 11 SY of Removal of Pavement @ $13.00/LF
0160 - Add 4 SY of Removal of Sidewalk @ $13.00/SY
0170 - Add 13.5 SY of Sidewalk, P.C. Concrete, 4 In. @ $90.00/SY
0180 - Delete 11.3 SY of Sidewalk, P.C. Concrete, 6 In. @95.00/SY
0210 - Add 11 SY of Driveway, P.C. Concrete, 6 In. @ $60.00/SY
0220 - Modify Traffic Signalization Lump Sum.

a. Delete one (1) EACH of Traffic Signal Handholes, Concrete (Type 1), 24-inch Diameter @ $1,250.00/EACH
b. Delete one (1) EACH of Traffic Signal Handholes, Polymer Concrete (Type 3), 24-inch x 36-inch @ $750.00/EACH
c. Add 25 LF of Wires and Cables, 1C, #6 AWG, Ground @ $1.00/LF
d. Add 400 LF of Wires and Cables, 1C, #10 AWG, Tracer @ $2.00/LF
e. Add 2,350 LF of Wires and Cables, Remove and Salvage @ $1.00/LF
f. Delete 65 LF of Wires and Cables, Remove and Reinstall in Existing or New Conduit @ $9.50/LF
g. Add 385 LF of Pull Rope (Pull Tape) @ $2.00/LF
h. Add 335 LF of Conduit, 2-inch, Polyvinyl Chloride (PVC) (Trenched) @ $10.00/LF
i. Add 341 LF of Conduit, 2- to 3-inch Polyvinyl Chloride (PVC), Remove and Salvage @ $0.00/LF
j. Add 940 LF of Wires and Cables, 1C, #10 AWG, Street Light @ $0.00/LF

0230 - Delete 24.52 STA of Permanent Tape Markings, Preformed Polymer Tape Marking Material @ $600.00/STA
0270 - Delete 10 DAY of Flaggers @ $495.00/DAY
0290 - Delete one (1) EACH of Temp Crash Cushion @ $600.00/EACH
0320 - Delete one (1) EACH of Removal of Intake Protection @ $105.00/EACH
0330 - Delete 17.4 STA of Temporary Pavement Markings @ $115.00/STA
0350 - Delete 0.26 ACRE of Mulching, Bonded Fiber Matrix @ $6,500.00/ACRE
0360 - Delete 0.26 ACRE of Seeding and Fertilizing (Urban) @ $12,000.00/ACRE
0370 - Delete 325 LF of Silt Fence @ $3.50/LF

0380 - Delete 325 LF of Removal of Silt Fence or Silt Fence for Ditch Checks @ $2.00/LF
0390 - Delete 325 LF of Maintenance of Silt Fence or Silt Fence for Ditch Checks @ $1.00/LF
0400 - Add 50 LF of Perimeter and Slope Sediment Control Device, 9 In. Dia. @ $4.00/LF
0410 - Delete 325 LF of Removal of Perimeter and Slope Sediment Control Device, 9 In. Dia. @ $2.00/LF
0420 - Delete two (2) EACH of Mobilization, Erosion Control @ $500.00/EACH
0430 - Delete one (1) EACH of Mobilization, Emergency Erosion Control @ $1,000.00/EACH
8001 - Add one (1) EACH of (Price Adjust) Slump Test Deviation @ $277.20/EACH
8002 - Add one (1) EACH of (Price Adjust) Air Test Deviation @ $110.88/EACH
8003 - Add 28.7 STA of Painted Pavement Markings @ $115.00/STA

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

0030 - 0210: Contract unit price.
0220 a. - j.: Contract unit price from Schedule of Values
0270 - 0430: Contract unit price.
8001 - See noncompliance notice dated 12/10/20.
8002 - See noncompliance notice dated 12/10/20.
8003 - Agreed unit price of $115.00/STA. Per BidX since January 1, 2020 the average unit price was $138.25/STA, with a high unit price of $6,600/STA and a low unit price of $4.00/STA

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

Justification for selection:
No additional working days were required to complete Project.

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
x		0030	MODIFIED SUBBASE	$48.00	-6.600	-$316.80
x		0100	SUBDRAIN, PVC, STANDARD, PERFORATED, 6 IN.	$13.00	4.000	$52.00
x		0140	REMOVAL OF PAVEMENT	$13.00	11.000	$143.00
x		0160	REMOVAL OF SIDEWALK	$13.00	4.000	$52.00
x		0170	SIDEWALK, P.C. CONCRETE, 4 IN.	$90.00	13.500	$1,215.00
x		0180	SIDEWALK, P.C. CONCRETE, 6 IN.	$95.00	-11.300	-$1,073.50
x		0210	DRIVEWAY, P.C. CONCRETE, 6"	$60.00	11.000	$660.00
x		0220	TRAFFIC SIGNAL HANDHOLES, CONCRETE (TYPE 1), 24-INCH DIAMETER	$1,250.00	-1.000	-$1,250.00
x		0220	TRAFFIC SIGNAL HANDHOLES, POLYMER CONCRETE (TYPE 3), 24-INCH X 36-INCH	$750.00	-1.000	-$750.00
x		0220	WIRES AND CABLES, 1C, #6 AWG, GROUND	$1.00	25.000	$25.00
x		0220	WIRES AND CABLES, 1C, #10 AWG, TRACER	$2.00	400.000	$800.00
x		0220	WIRES AND CABLES, REMOVE AND SALVAGE	$1.00	2,350.000	$2,350.00
x		0220	WIRES AND CABLES, REMOVE AND REINSTALL IN EXISTING OR NEW CONDUIT	$9.50	-65.000	-$617.50
x		0220	PULL ROPE (PULL TAPE)	$2.00	385.000	$770.00
x		0220	CONDUIT, 2-INCH POLYVINYL CHLORIDE (PVC) (TRENCHED)	$10.00	335.000	$3,350.00
x		0220	CONDUIT, 2- TO 3-INCH POLYVINYL CHLORIDE (PVC), REMOVE AND SALVAGE	$0.00	341.000	$0.00
x		0220	WIRES AND CABLES, 1C, #10 AWG, STREET LIGHT	$0.00	940.000	$0.00
x		0230	PERMANENT TAPE MARKINGS, PREFORMED POLYMER TAPE MARKING MATERIAL	$600.00	-24.520	-$14,712.00
x		0270	FLAGGERS	$495.00	-10.000	-$4,950.00
x		0290	TEMP CRASH CUSHION	$600.00	-1.000	-$600.00
x		0320	REMOVAL OF INTAKE PROTECTION	$105.00	-1.000	-$105.00
x		0330	TEMPORARY PAVEMENT MARKINGS	$115.00	-17.400	-$2,001.00
x		0350	MULCHING, BONDED FIBER MATRIX	$6,500.00	-0.260	-$1,690.00
x		0360	SEEDING AND FERTILIZING (URBAN)	$12,000.00	-0.260	-$3,120.00
x		0370	SILT FENCE	$3.50	-325.000	-$1,137.50
x		0380	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	$2.00	-325.000	-$650.00
x		0390	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	$1.00	-325.000	-$325.00
x		0400	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	$4.00	50.000	$200.00
x		0410	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	$2.00	-325.000	-$650.00
x		0420	MOBILIZATION, EROSION CONTROL	$500.00	-2.000	-$1,000.00

Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
x		0430	MOBILIZATION, EMERGENCY EROSION CONTROL	$1,000.00	-1.000	-$1,000.00

Add Row Delete Row TOTAL -$26,331.30

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
x		8001	6200-5000021	(Price Adjust) Slump Test Deviation	($277.20)	1.000	-$277.20
x		8002	6200-5000031	(Price Adjust) Air Test Deviation	($110.88)	1.000	-$110.88
x		8003	2527-9263109	Painted Pavement Markings, Waterborne or Solvent	$115.00	28.700	$3,300.50
				2,912.42			
				2,912.42			
				2,912.42			

Add Row Delete Row TOTAL $2,912.42

H. Signatures

Signatures will be applied through DocExpress.

Form 830245
09-20

IOWA DOT

NONCOMPLIANCE NOTICE

Contractor Lodge Construction, Inc. Project No. STP-A-8155(757)--86-07

County Black Hawk Contract ID 07-8155-757 Date 12/10/20 Time

To: John Senn (Name) Estimator (Title) (Signature)

You are hereby notified that the following observation and/or test noted

Concrete used on 10/19/20 did not meet constraints of specifications.

and is a violation of Article

Iowa DOT Article 2301.02-B-3-a & Iowa DOT Article 2301.02-B-4

The test data value is

Air Content = 8.6%, Slump = 6"

and the specification limits are

Air Content: 7.0 ± 1.5%, Slump: 0.5" - 4"

- Additional tests may be performed.
- The violation identified in this notice shall be ceased and/or corrected. This may require a modification of current practices or removal and replacement of materials, including labor, at no cost to the Contracting Authority.
- You are to determine corrective action necessary.
- You are to determine if you wish to discontinue operations until the violation is corrected or additional tests confirm or refute this failing test.

Remarks:

The price adjustment for this concrete due to its deviation from the slump specification will not match the price adjustment schedule found in the Iowa DOT Construction Manual, due to the following reasons:
1. The concrete was used for private driveway, parking lot, and curb and gutter. Concrete was NOT used in public roadway or sidewalk.
2. Water-Cement ratio was found to be within specification.
3. Strength tests proved concrete meets strength requirements.

Correction:

The Construction Manual price adjustment schedule calls for the concrete to be paid at 98% of the unit price for this level of deviation from the air content specification. A further adjustment of 5% of the unit price will be made due to the deviation from the slump specification. In total, this concrete will be paid for at 93% of the unit price.

Jonathon Tienda
Inspector's Signature

Distribution: Contractor, Project Engineer, Inspector

Doc Express® Document Signing History

Contract: 07-8155-757 Document: Change Order No. 1

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
01/06/2022	Michael Dryden Willett, Hofmann & Associates, Inc. Electronic Signature (Recommended by Engineer / Approved)
	(Approved by PIRC (when applicable))
	(Approved by Administering Office or designee)
	(Approved by FHWA (when applicable))

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/26/2022

SUBJECT:	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.
Submitted by:	Submitted By: Mohammad Elahi, Traffic engineer
Recommended Action:	Approve Resolution
Summary Statement:	Work has been completed.

Expenditure Required/Source of Funds: $8,277.08 CMAQ (Iowa ICAAP) grant and City G.O. Bond Funds.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/24/2021

ATTACHMENTS:

Description	Type
Staff Report	Backup Material
Aerial Photo	Backup Material
Information Packet	Backup Material

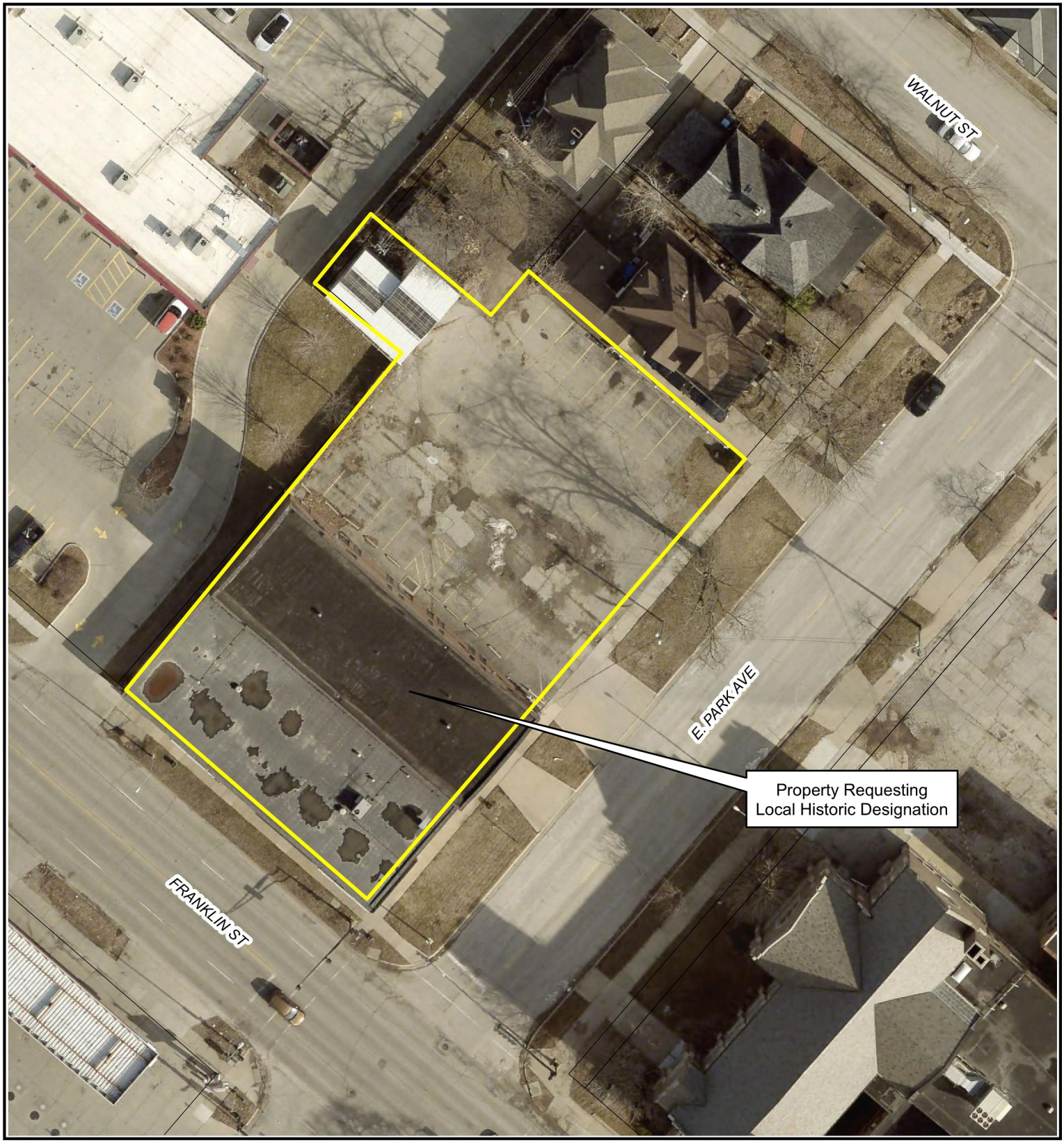
SUBJECT:	Resolution setting date of public hearing as February 21, 2022, on the request by JSA Development to nominate 425 Franklin Street as a Locally Designated Landmark.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
	JSA Development is requesting that the building they own at 425 Franklin Street be declared a Locally Designated Landmark. The local designation will allow 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.
	The Planning, Programming and Zoning Commission will review the request at their regular meeting on February 8, 2022. Their recommendation will be reported to the Council prior to the Council hearing.
Neighborhood Impact:	425 Franklin Street 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 southeast on Franklin Street.
Data/Analysis and Strategies:	Historic Preservation
Expenditure Required/Source of Funds:	None
Alternative:	Deny the request 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.



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:*

HISTORIC PRESERVATION CERTIFICATION APPLICATION

EVALUATION OF SIGNIFICANCE

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).

HISTORIC PRESERVATION CERTIFICATION APPLICATION

EVALUATION OF SIGNIFICANCE

Property Name: The Baum-McDonald Auto Company Building

Property Address: 425 Franklin Street, Waterloo, Iowa

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.

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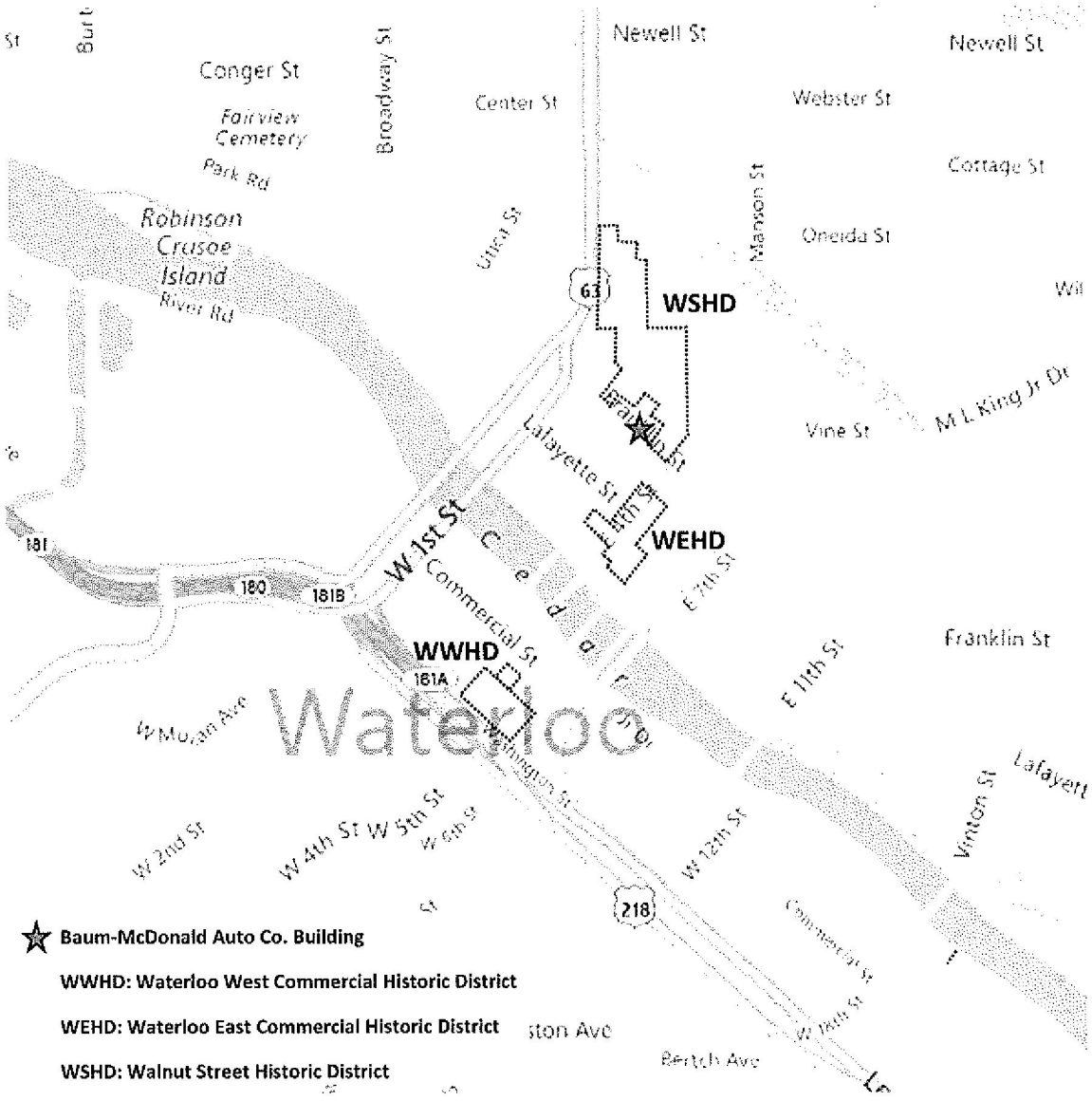
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July 2014

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

CONTINUATION SHEET 1
LOCATION MAP



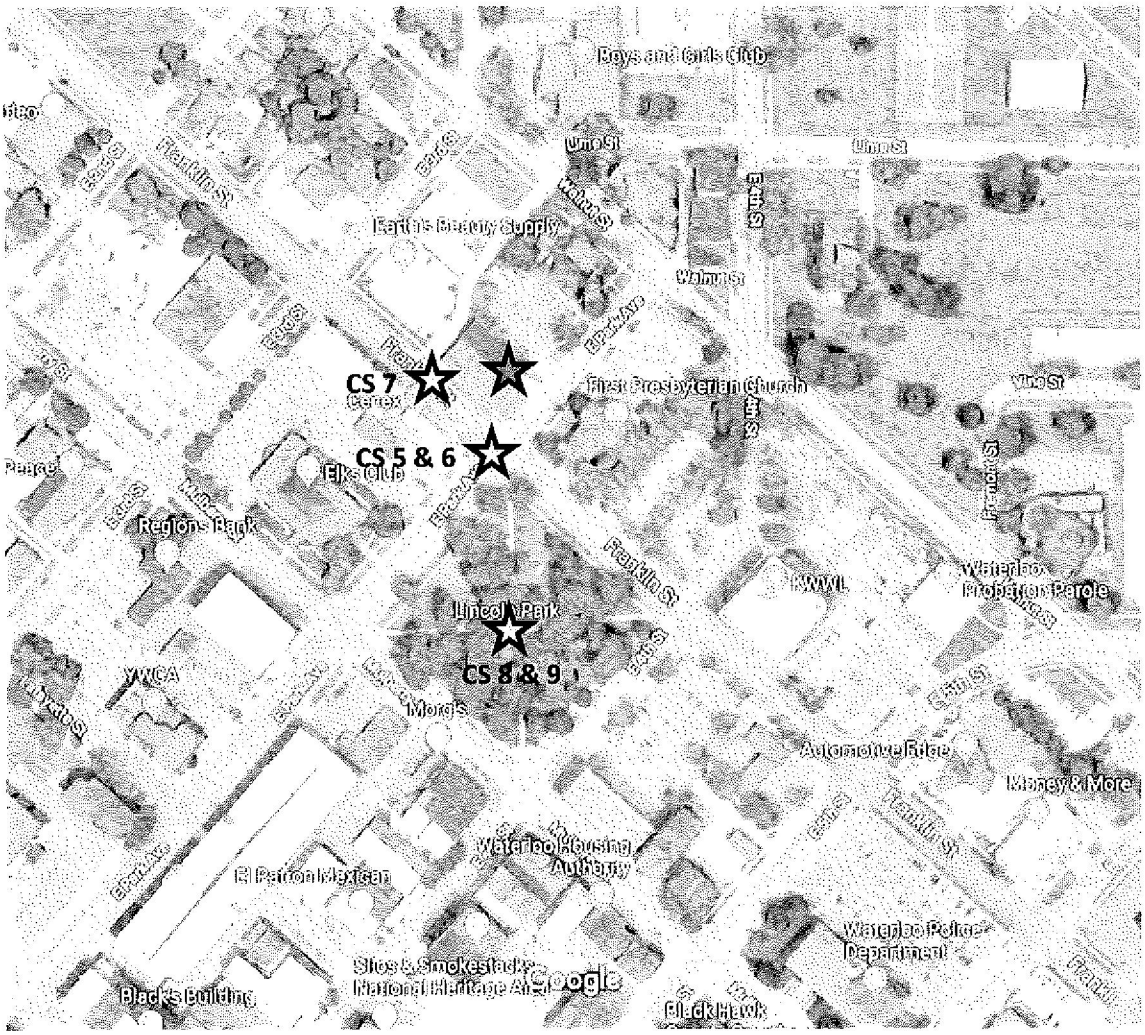
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CONTINUATION SHEET 2
AREA MAP



☆ Baum-McDonald Auto Co. Building

☆ Photo Key Reference Cont. Sheets 5-9

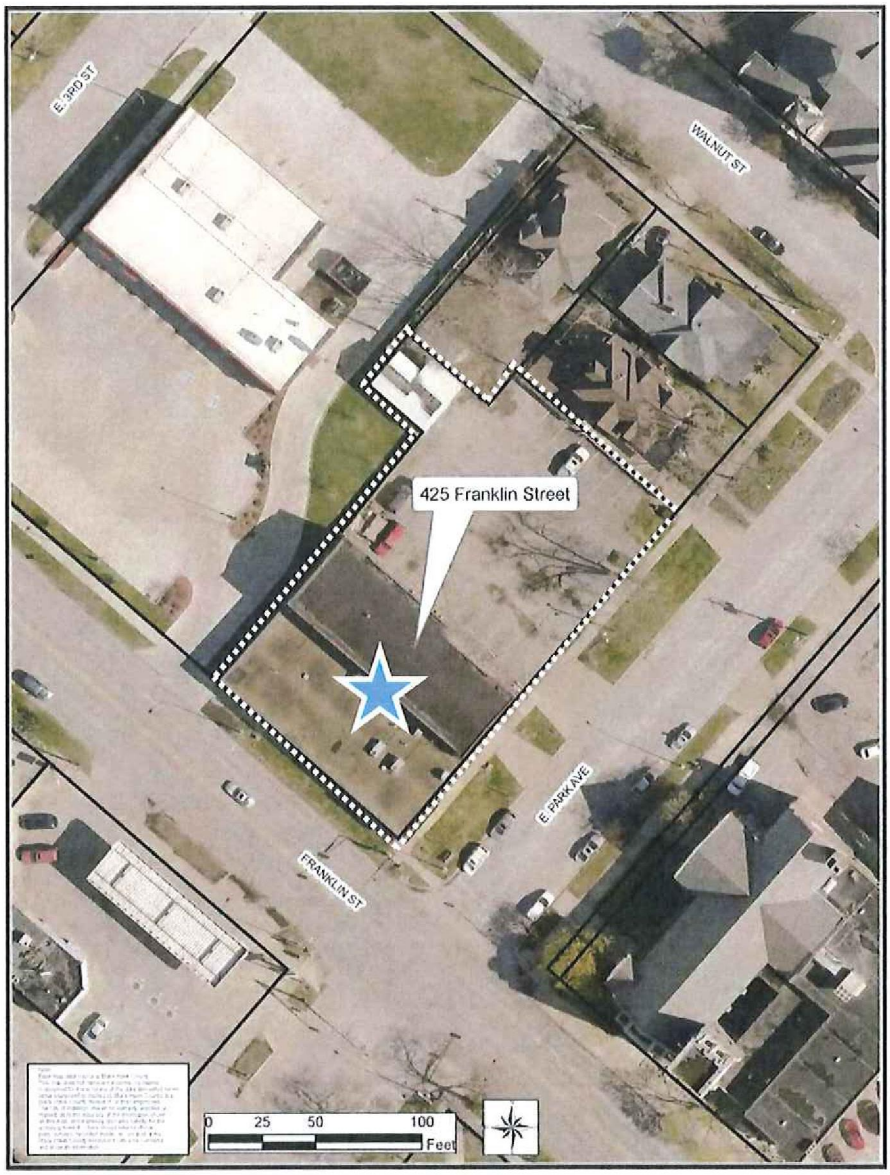
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CONTINUATION SHEET 3
SITE AREA AERIAL PHOTOGRAPH



City of Waterloo Department of Development : Acquired June 10, 2019

STATE HISTORIC PRESERVATION OFFICE OF IOWA
IOWA DEPARTMENT OF CULTURAL AFFAIRS

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1-2-3 HISTORIC PRESERVATION AND CULTURAL AND ENTERTAINMENT DISTRICT FY2015 PART 1, PART 2, PART 3 APPLICATION

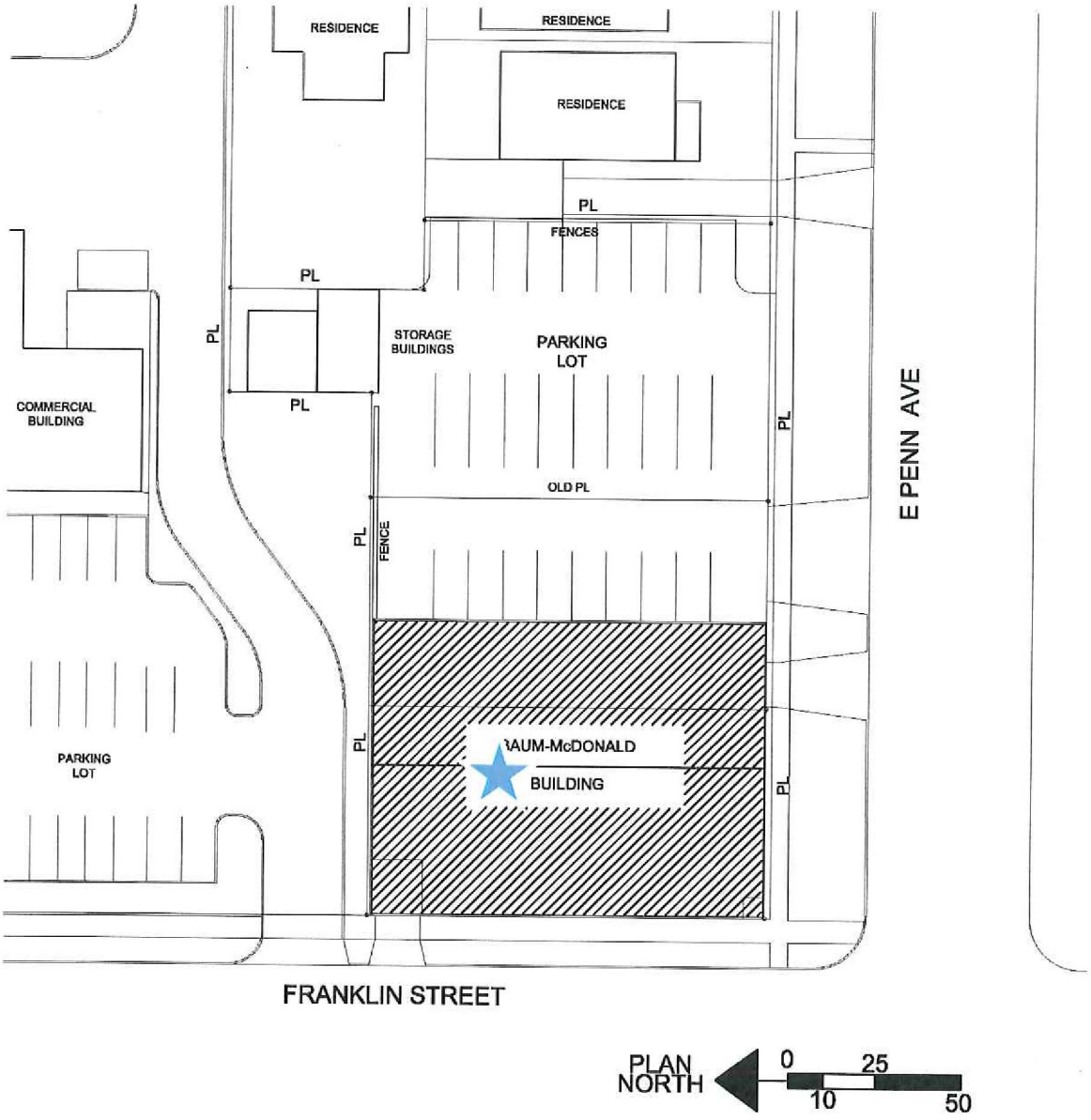
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CONTINUATION/AMENDMENT SHEET

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 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

STATE HISTORIC PRESERVATION OFFICE
IOWA SITE INVENTORY
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 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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July 2014

IOWA SITE INVENTORY FORM – CONTINUATION SHEET

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City: Waterloo
County: Black Hawk

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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July 2014

IOWA SITE INVENTORY FORM – CONTINUATION SHEET

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Site Number: 07-04417 (Supplemental)
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Related District No. NA
City: Waterloo
County: Black Hawk

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

Preparer's Photographs, April 15, 2019

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July 2014

IOWA SITE INVENTORY FORM – CONTINUATION SHEET

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Site Number: 07-04417 (Supplemental)
Address: 425 Franklin Street
Related District No. NA
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

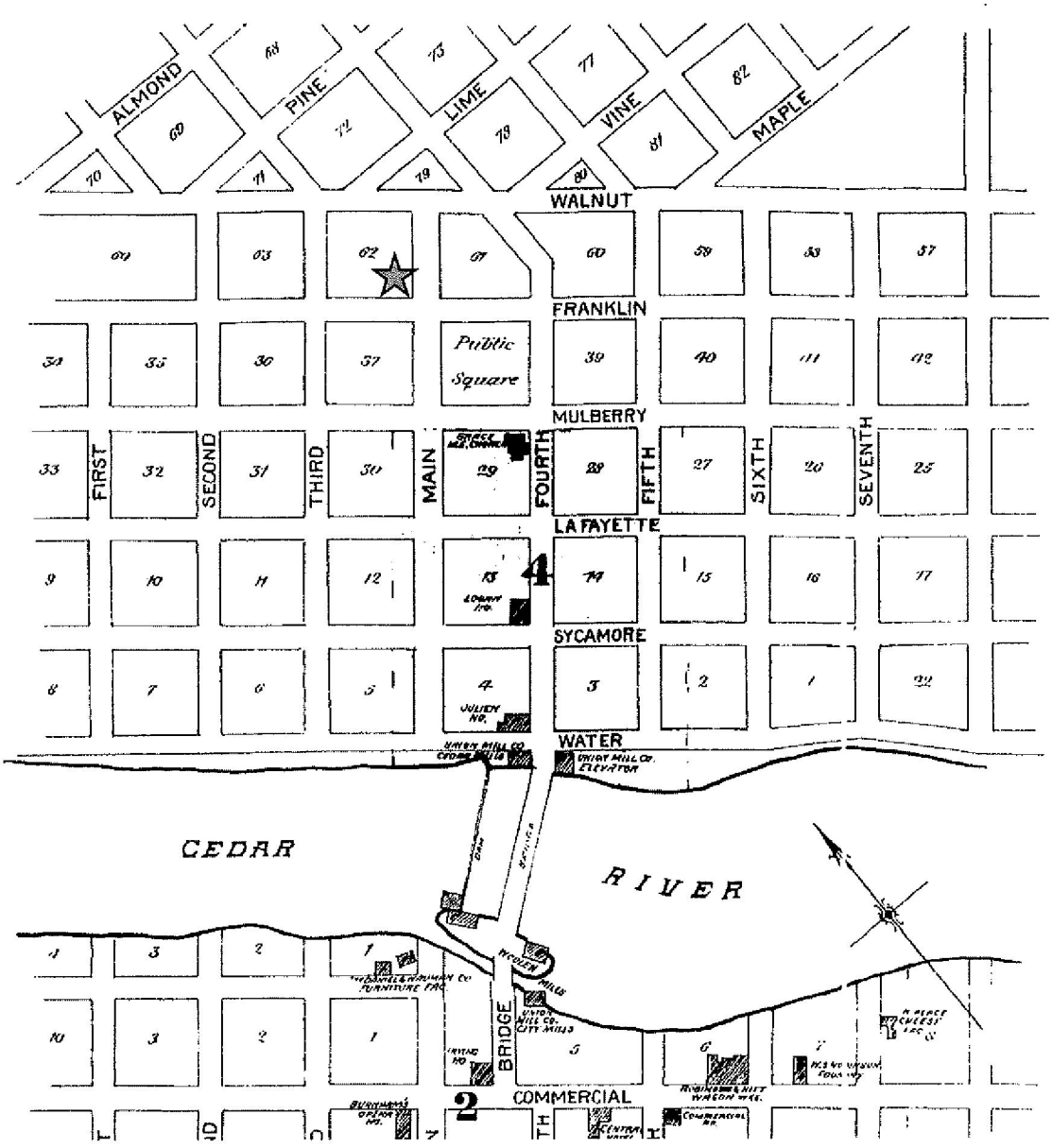
Preparer's Photographs, April 15, 2019

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IOWA SITE INVENTORY FORM – CONTINUATION SHEET

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Address: 425 Franklin Street
Related District No. NA
City: Waterloo
County: Black Hawk

CONTINUATION SHEET 10
1885 SANBORN MAP



State of Iowa On Line Library: Accessed April 8, 2019

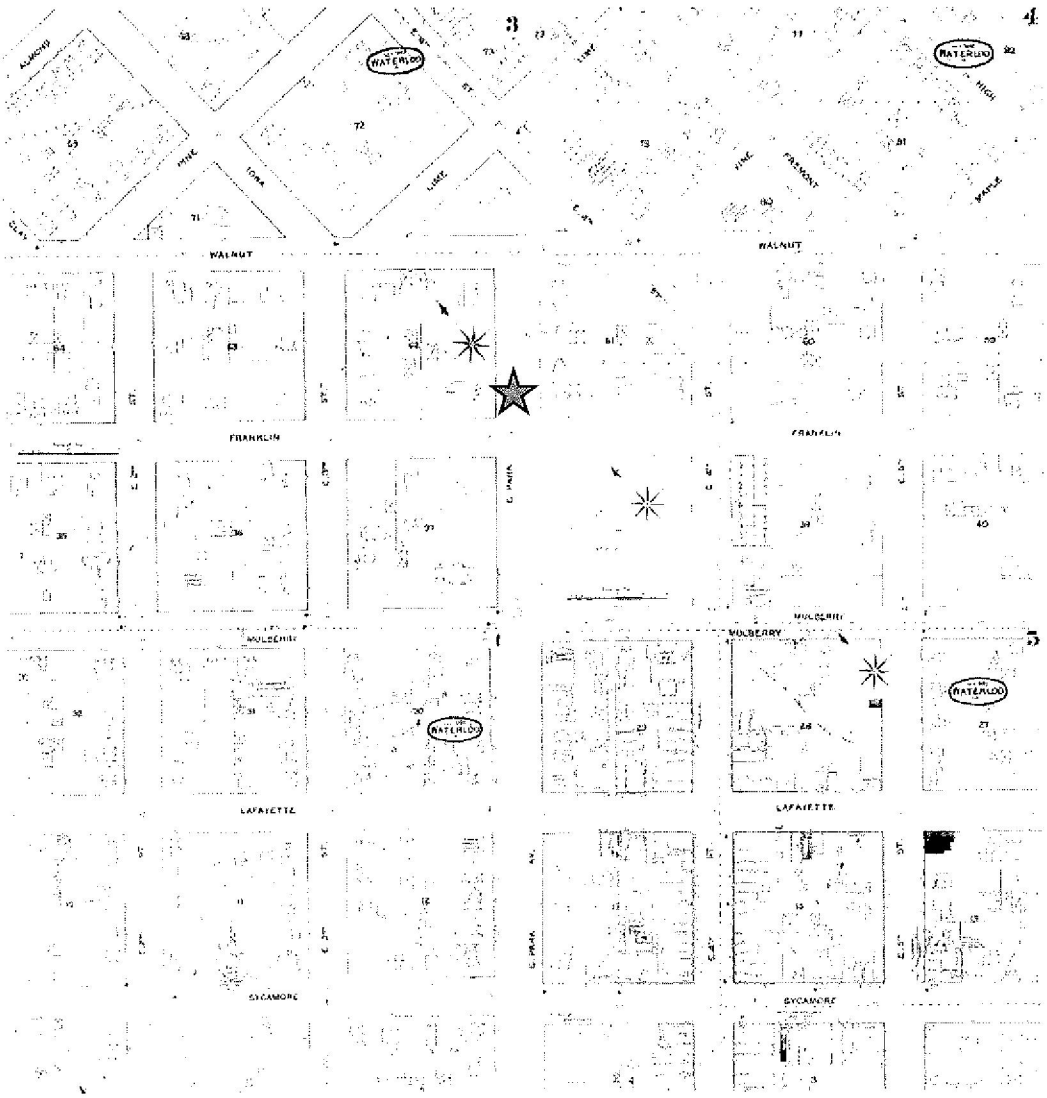
STATE HISTORIC PRESERVATION OFFICE
IOWA SITE INVENTORY
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(515) 281-8742 | Fax: (515) 282-0502
www.iowahistory.org/historicpreservation
July 2014

IOWA SITE INVENTORY FORM – CONTINUATION SHEET

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Site Number: 07-04417 (Supplemental)
Address: 425 Franklin Street
Related District No. NA
City: Waterloo
County: Black Hawk

CONTINUATION SHEET 11

1892 SANBORN MAP



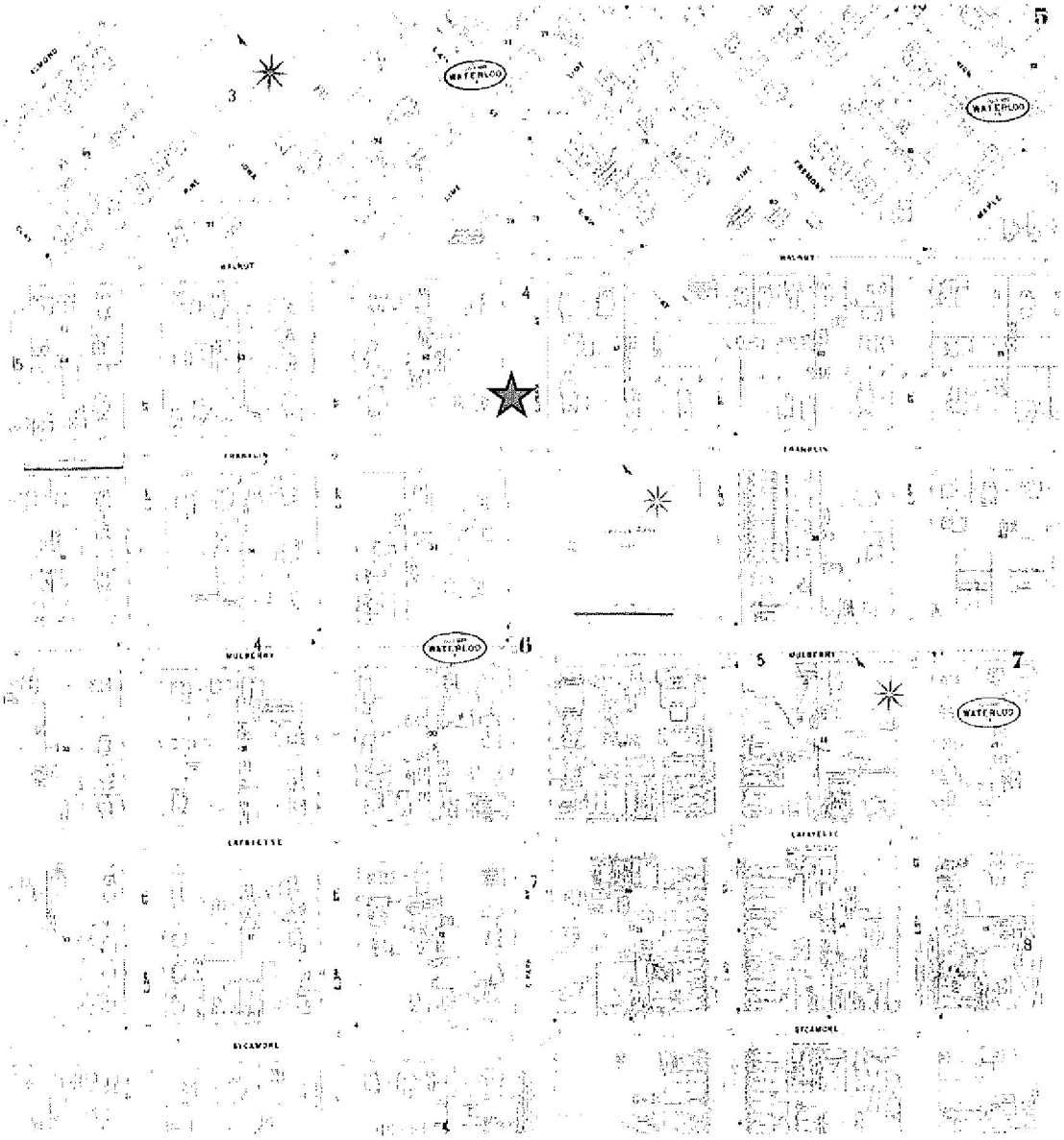
State of Iowa On Line Library: Accessed April 8, 2019

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IOWA SITE INVENTORY
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(515) 281-8742 | Fax: (515) 282-0502
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July 2014

IOWA SITE INVENTORY FORM – CONTINUATION SHEET

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Site Number: 07-04417 (Supplemental)
Address: 425 Franklin Street
Related District No. NA
City: Waterloo
County: Black Hawk

CONTINUATION SHEET 12
1897 SANBORN MAP



425
AKA 5

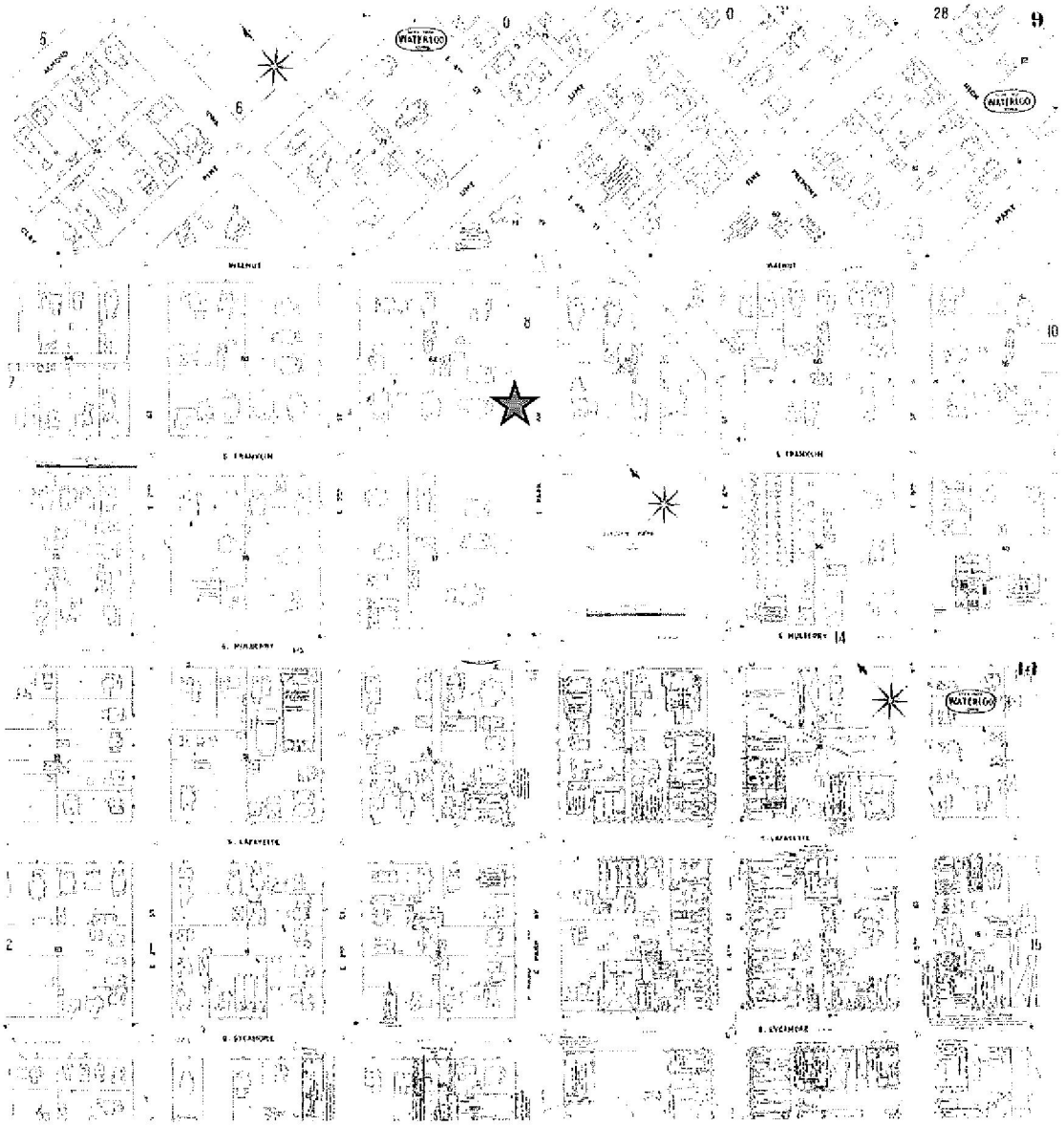
State of Iowa On Line Library: Accessed April 8, 2019

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IOWA SITE INVENTORY FORM – CONTINUATION SHEET

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Site Number: 07-04417 (Supplemental)
Address: 425 Franklin Street
Related District No. NA
City: Waterloo
County: Black Hawk

CONTINUATION SHEET 13
1900 SANBORN MAP



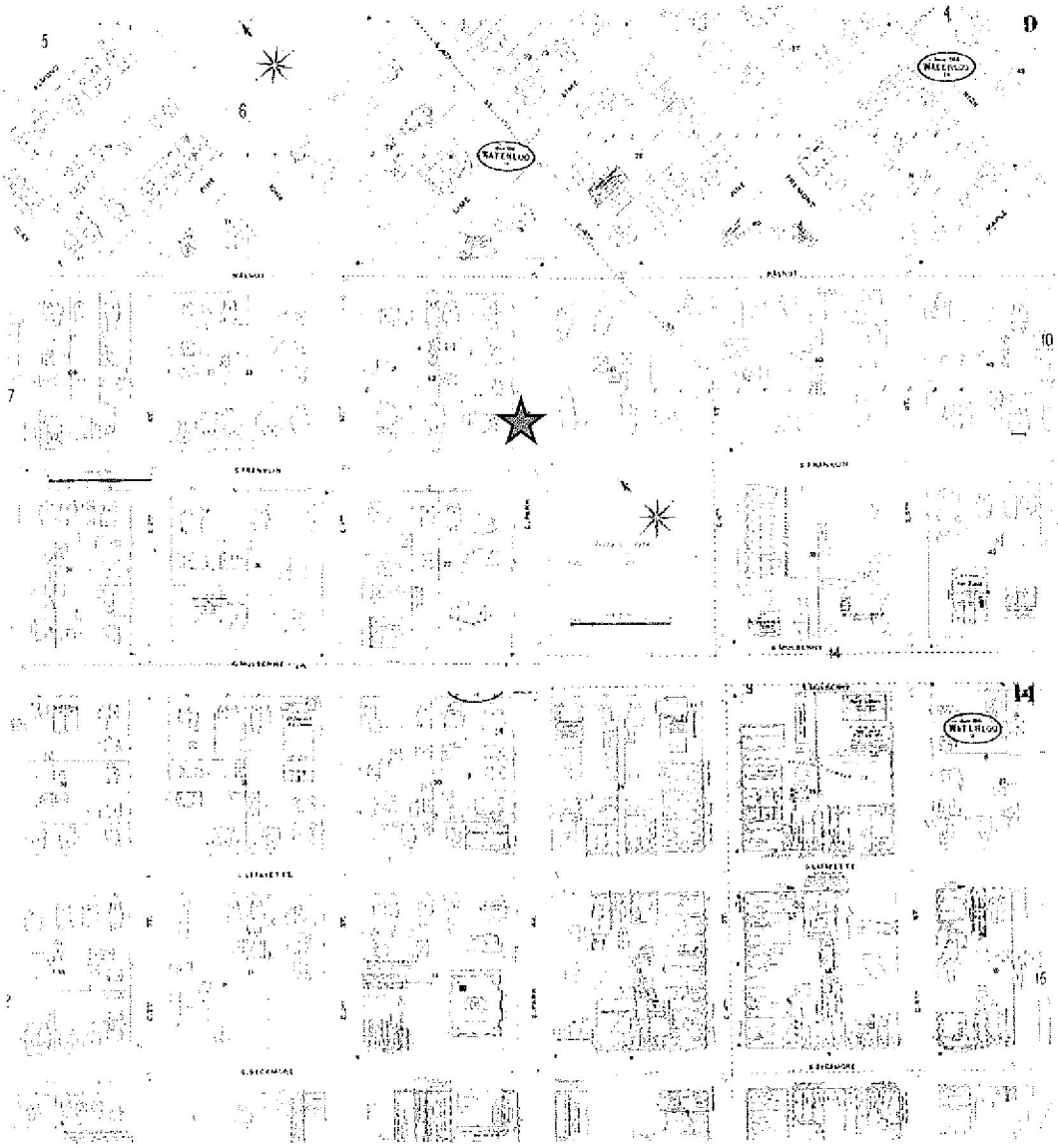
State of Iowa On Line Library: Accessed April 8, 2019

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(515) 281-8742 | Fax (515) 282-0502
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IOWA SITE INVENTORY FORM – CONTINUATION SHEET

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Site Number: 07-04417 (Supplemental)
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Related District No. NA
City: Waterloo
County: Black Hawk

CONTINUATION SHEET 14
1906 SANBORN MAP



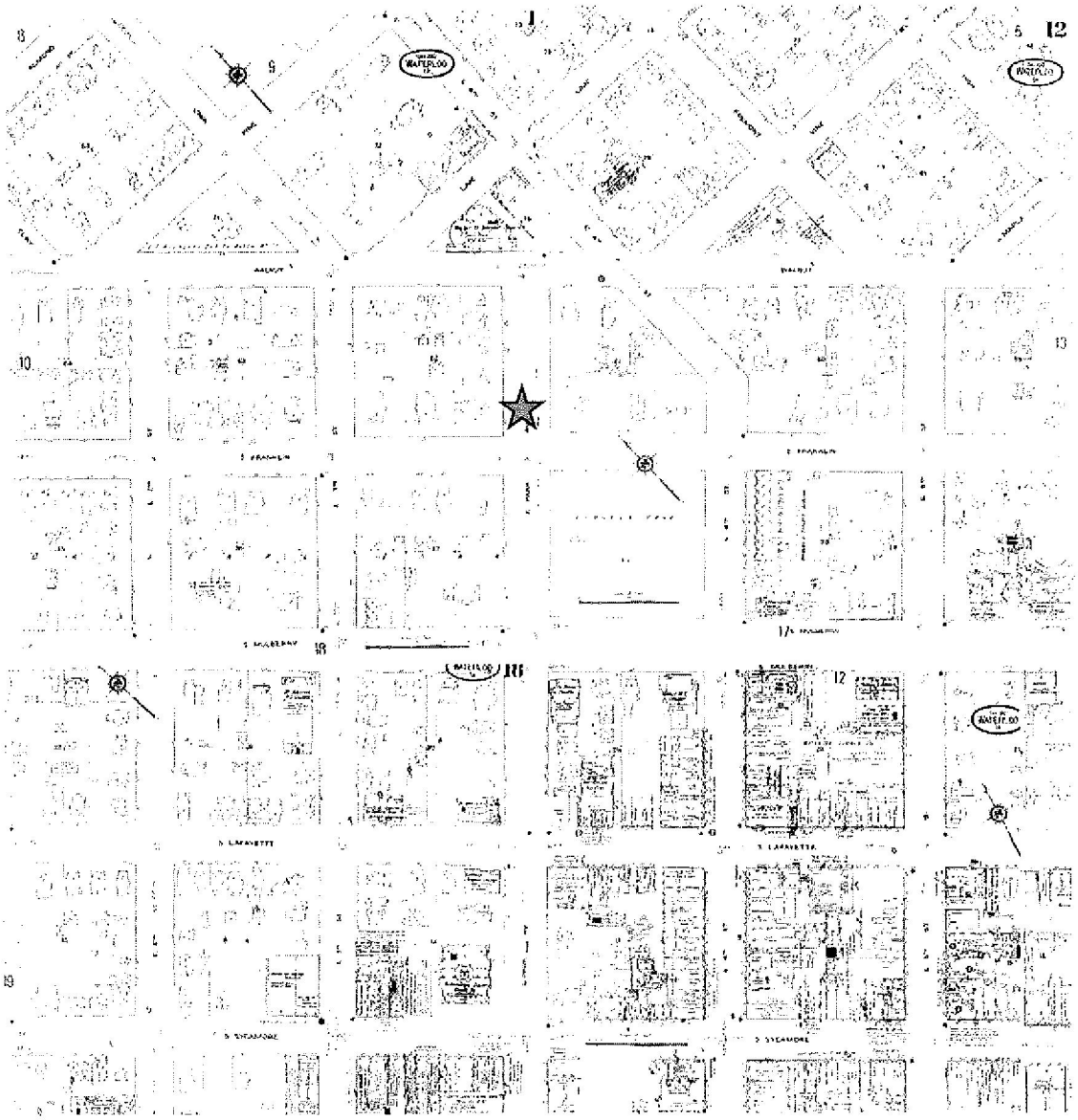
State of Iowa On Line Library: Accessed April 8, 2019

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Site Number: 07-04417 (Supplemental)
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Related District No. NA
City: Waterloo
County: Black Hawk

CONTINUATION SHEET 15
1910 SANBORN MAP



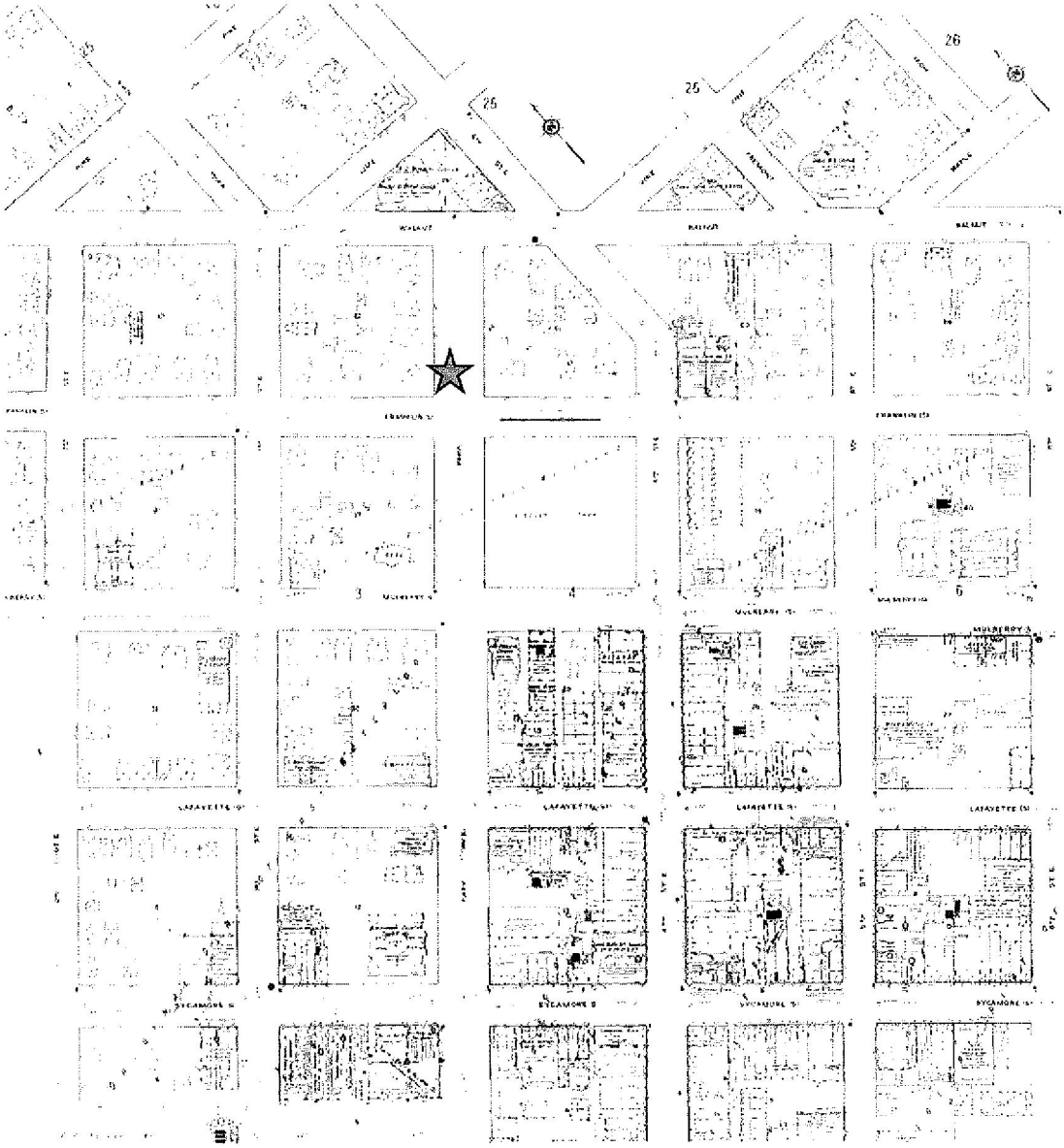
State of Iowa On Line Library: Accessed April 8, 2019

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IOWA SITE INVENTORY FORM – CONTINUATION SHEET

Name of Property: The Baum-McDonald Auto Co. Building
Site Number: 07-04417 (Supplemental)
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Related District No. NA
City: Waterloo
County: Black Hawk

CONTINUATION SHEET 16
1918 SANBORN MAP



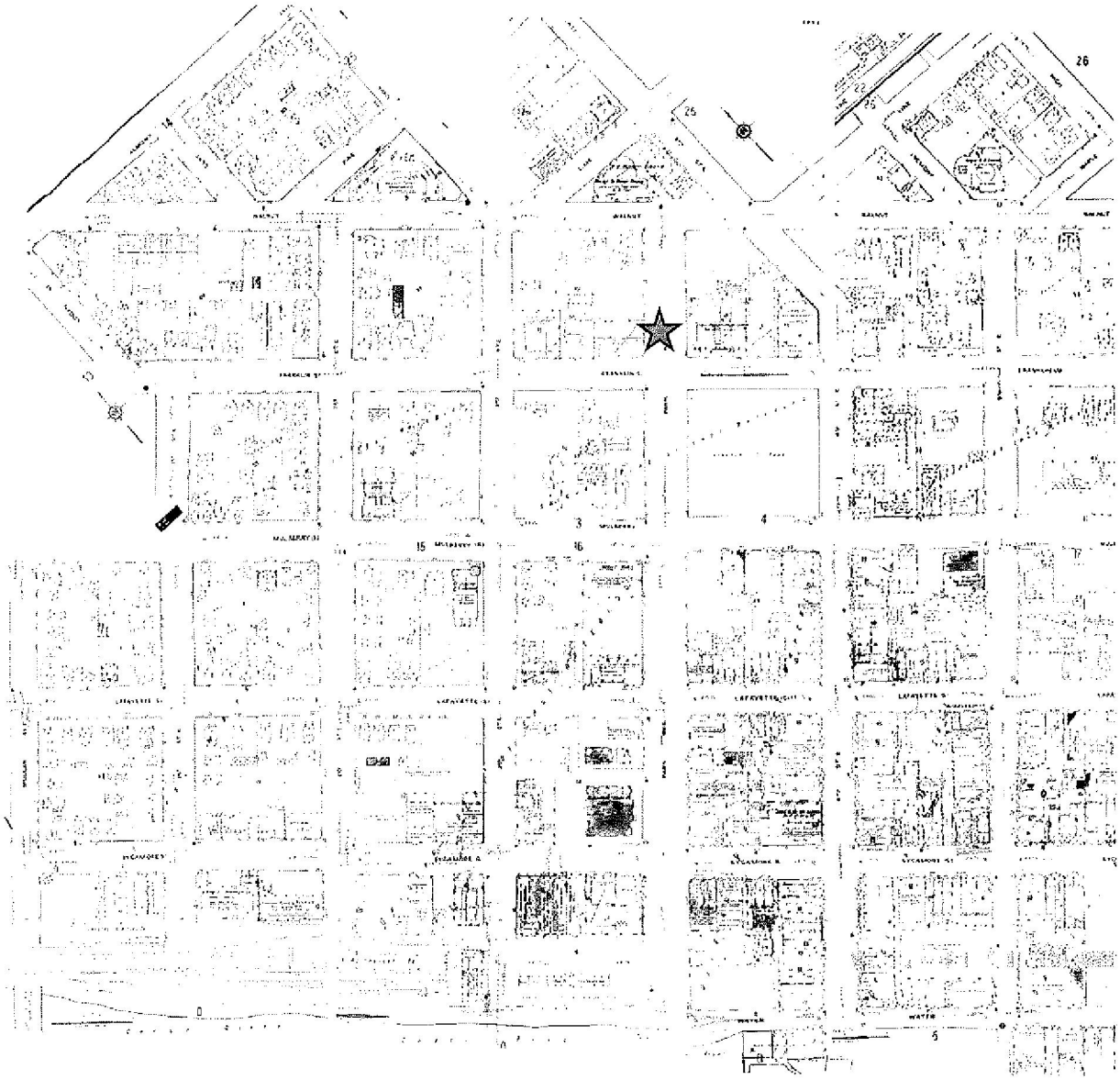
State of Iowa On Line Library: Accessed April 8, 2019

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IOWA SITE INVENTORY
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(515) 281-8742 | Fax: (515) 282-0502
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July 2014

IOWA SITE INVENTORY FORM – CONTINUATION SHEET

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Site Number: 07-04417 (Supplemental)
Address: 425 Franklin Street
Related District No. NA
City: Waterloo
County: Black Hawk

CONTINUATION SHEET 17
1918 Updated to 1962 SANBORN MAP



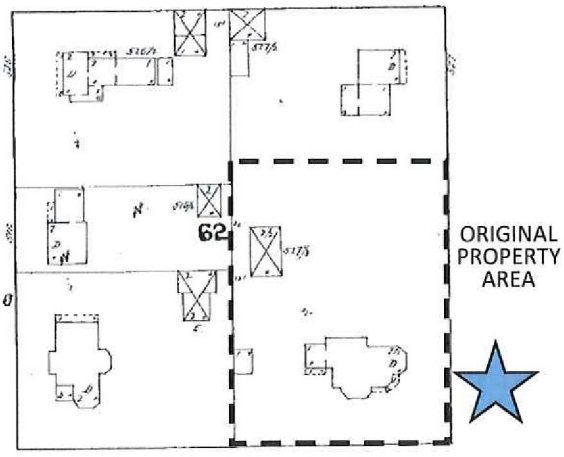
State of Iowa On Line Library: Accessed April 8, 2019

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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

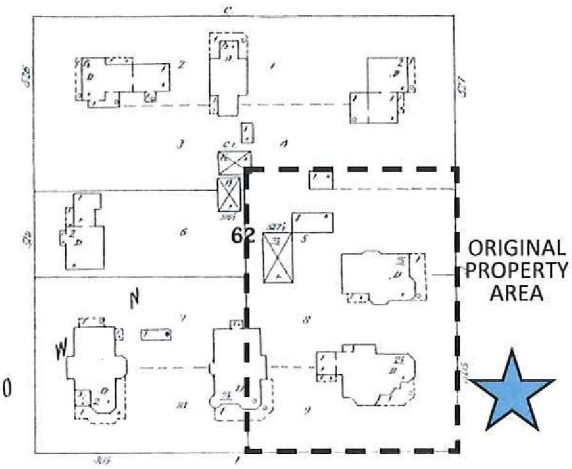
IOWA SITE INVENTORY FORM – CONTINUATION SHEET

Name of Property: The Baum-McDonald Auto Co. Building
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Address: 425 Franklin Street
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City: Waterloo
County: Black Hawk

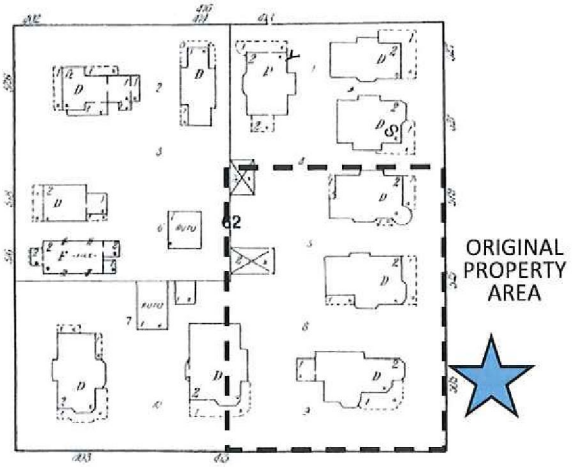
CONTINUATION SHEET 18
SANBORN MAPS — BLOCK



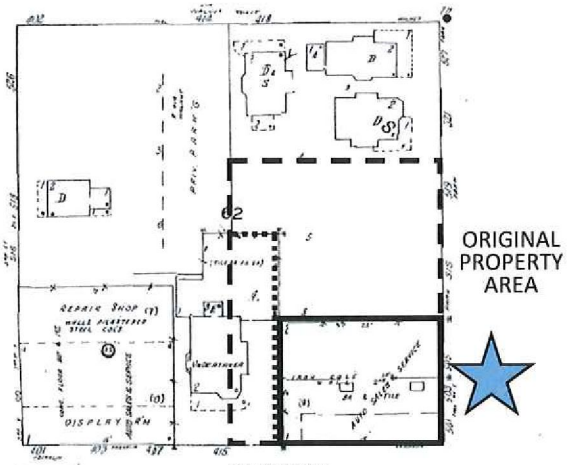
1892



1900



1918



1962 CURRENT PROPERTY AREA

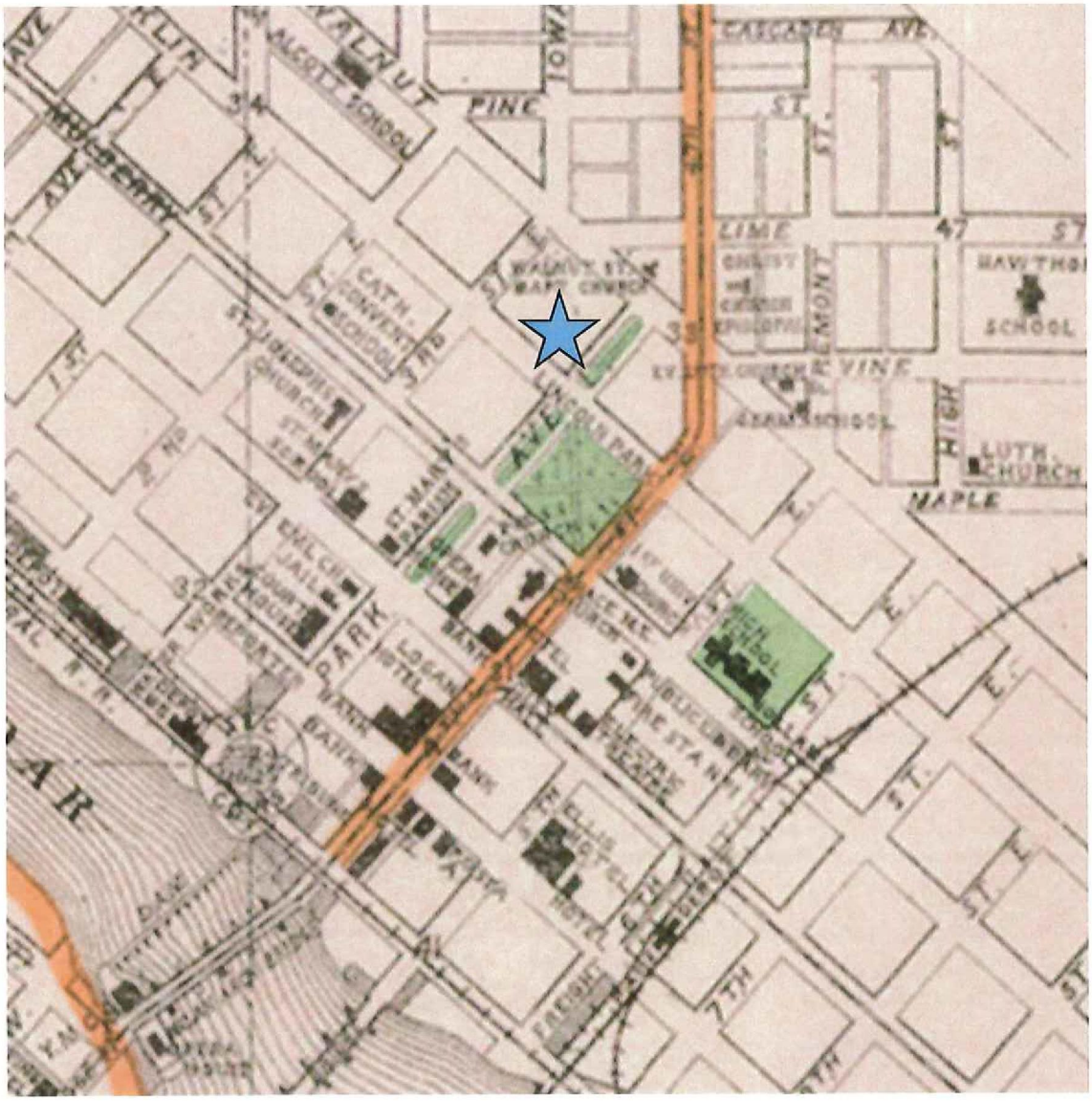
State of Iowa On Line Library: Accessed April 8, 2019

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IOWA SITE INVENTORY
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

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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

STATE HISTORIC PRESERVATION OFFICE OF IOWA
IOWA DEPARTMENT OF CULTURAL AFFAIRS

STATE HISTORIC PRESERVATION OFFICE
HPCED TAX CREDIT PROGRAM
600 East Locust Street | Des Moines, IA 50319
(515) 281-8742 | Fax: (515) 282-0502
www.iowahistory.org/historicpreservation
July 1, 2014 – June 30, 2015

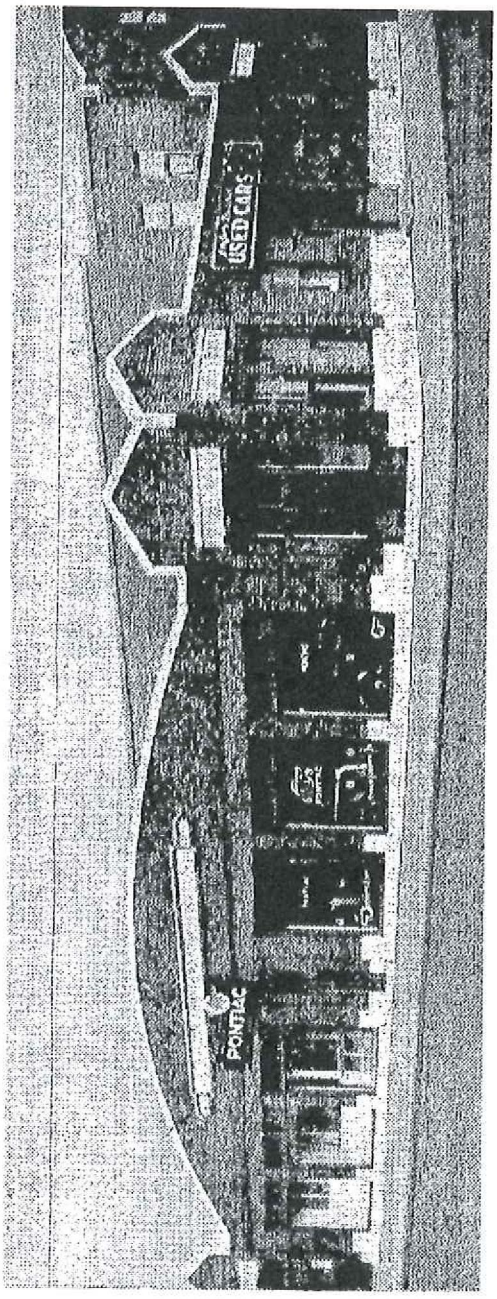
1-2-3 HISTORIC PRESERVATION AND CULTURAL AND ENTERTAINMENT DISTRICT FY2015 PART 1, PART 2, PART 3 APPLICATION

STC Number

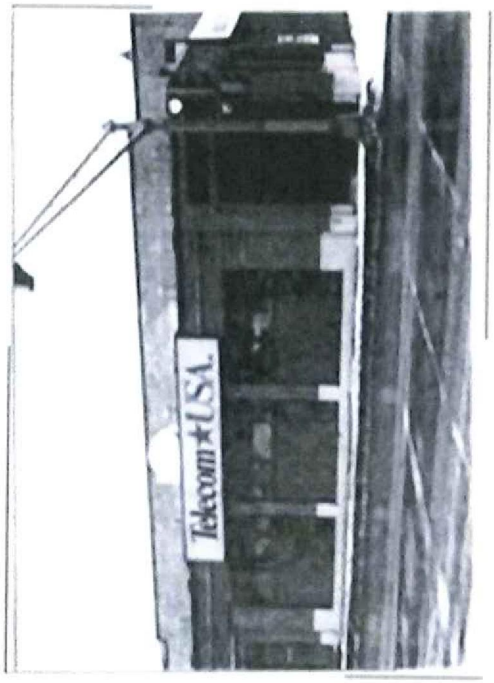
CONTINUATION/AMENDMENT SHEET

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 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

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 21
Baum-McDonald Auto Company Advertisements



A Truly Wonderful Car!

Dollar for Dollar you can't beat a PONTIAC

BAUM-McDONALD AUTO CO.
425 Franklin St. Waterloo, Iowa

Waterloo Daily Courier, November 14, 1933, Page 10
Accessed August 8, 2019



FIRST TIME

TWIN IGNITION in a Low-Priced Car

1934 NASH

EVERYBODY *expected* Nash to do something brilliant in designing the 1934 Nash—and sure enough, the new Nash "Speedstream" style simply sparkles with grace, smartness and good taste.

And everybody expected Nash to step out and go the limit in making its 1934 models crowning examples of motoring luxury.

But who would have thought it possible for Nash or any manufacturer to go so far as to power the lowest-priced models of a new line like the higher-priced models, *with* Twin Ignition valve-in-head *motors*?

That's exactly what Nash has done—in spite of rising manufacturing costs—in spite of the greater cost of building a Twin Ignition valve-in-head motor—and in spite of the fact that Twin Ignition *never before* has been engineered into a car selling under $1200!

There's almost a magic difference between a motor car with Twin Ignition and one without it. You can *feel* the difference in smoothness—and tests reveal the big difference of 22% more power, 5 more miles an hour top speed and 2 more miles to a gallon of gasoline!

Nash for 1934 has just about *everything*—including a new improved type of built-in draftless ventilation, providing unobstructed vision—a new synchro-shift transmission with all gears quiet at all speeds—and a new coincidental starter—everything to give Nash the edge in any comparison. See Nash before you say "Yes" in deciding on any new car.

BIG SIX, 110" wheelbase, 6 passenger . . . . . $745 to $795
ADVANCED EIGHT, 120" wheelbase, 5 passenger . . . . . $1075 to $1095
AMBASSADOR EIGHT, 125" wheelbase, 5 passenger . . . . . $1525 to $1645
AMBASSADOR EIGHT, 148" wheelbase, 7 passenger . . . . . $1820 to $2055
(All prices f. o. b. Kenosha, Wis. – Special Equipment Extra)

BAUM-McDONALD AUTO CO.
210-212 Lafayette Street Waterloo, Iowa Phone 1450

Waterloo Daily Courier, September 19, 1950, Page 14
Accessed August 8, 2019

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www.iowahistory.org/historicpreservation
July 2014

IOWA SITE INVENTORY FORM – CONTINUATION SHEET

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Address: 425 Franklin Street
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City: Waterloo
County: Black Hawk

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

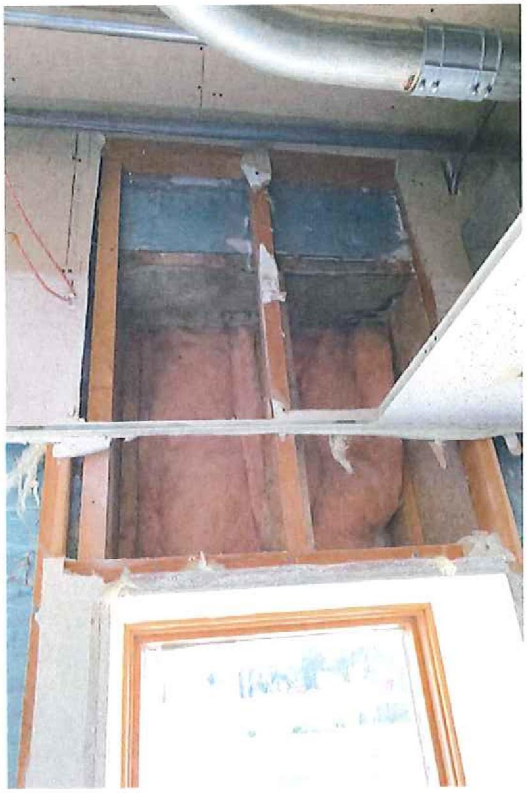
Owners Files

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IOWA SITE INVENTORY FORM – CONTINUATION SHEET

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Related District No. NA
City: Waterloo
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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IOWA SITE INVENTORY FORM – CONTINUATION SHEET

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Related District No. NA
City: Waterloo
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

STATE HISTORIC PRESERVATION OFFICE
IOWA SITE INVENTORY
600 East Locust Street | Des Moines, IA 50319
(515) 281-8742 | Fax: (515) 282-0502
www.iowahistory.org/historicpreservation
July 2014

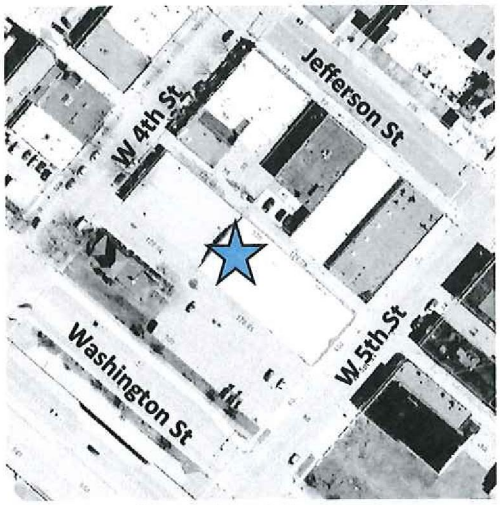
IOWA SITE INVENTORY FORM – CONTINUATION SHEET

Name of Property: The Baum-McDonald Auto Co. Building
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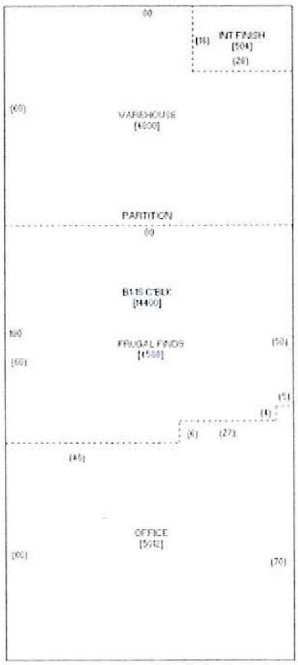
CONTINUATION SHEET 25
COMPARISON BUILDING 1: 316-320 WEST 5TH STREET - HANDLER MOTOR CO. BUILDING



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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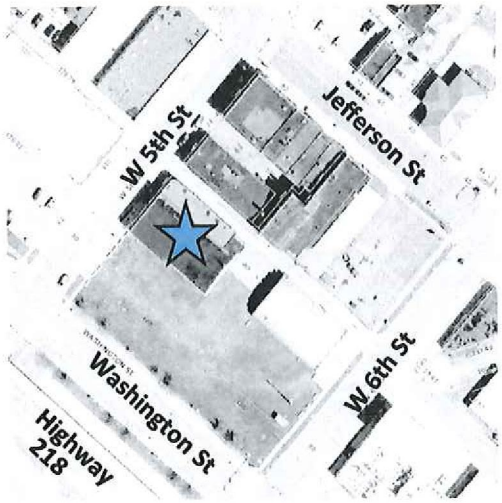
IOWA SITE INVENTORY FORM – CONTINUATION SHEET

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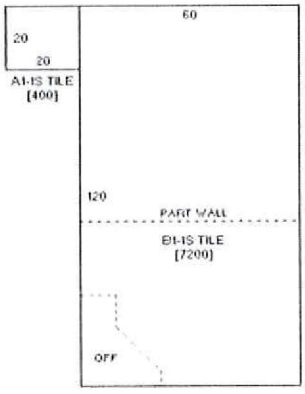
CONTINUATION SHEET 26
COMPARISON BUILDING 2: 317-325 WEST 5TH STREET - AUTO HOTEL BUILDING



Front and Left Side Facades—Looking West



Location Map



Floor Plan

Black Hawk County Assessor's Web Site: Accessed August 10, 2019

STATE HISTORIC PRESERVATION OFFICE
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600 East Locust Street | Des Moines, IA 50319
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July 2014

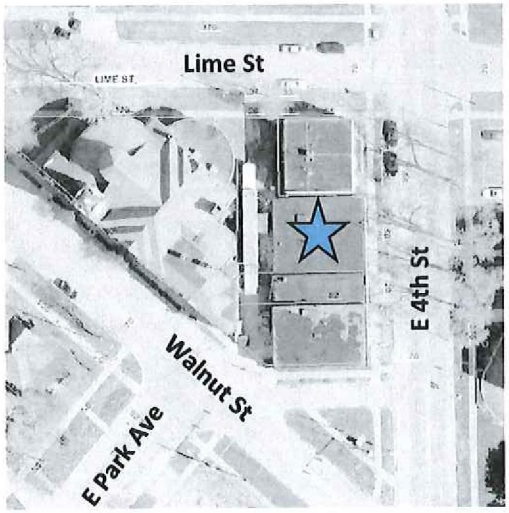
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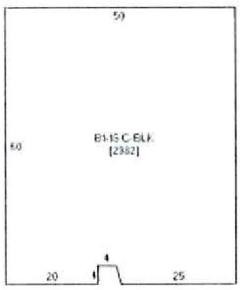
CONTINUATION SHEET 27
COMPARISON BUILDING 3: 621-623 EAST 4TH STREET – BARNES AND WIGHT GROCERY



Front Facade—Looking North



Location Map



Floor Plan

Black Hawk County Assessor's Web Site: Accessed August 10, 2019

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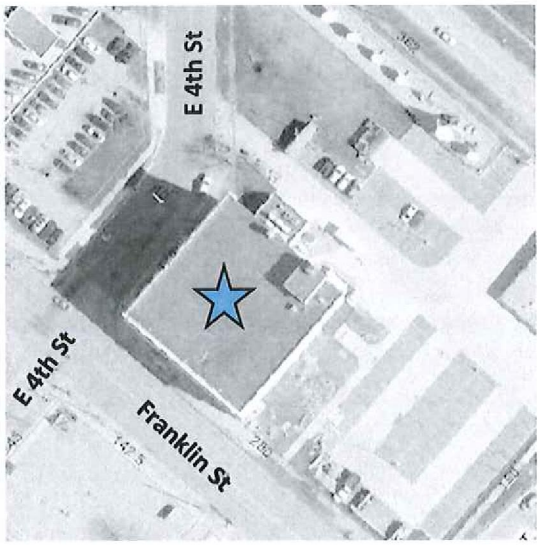
Name of Property: The Baum-McDonald Auto Co. Building — Site Number: 07-04417 (Supplemental)
Address: 425 Franklin Street — Related District No. NA
City: Waterloo — County: Black Hawk

CONTINUATION SHEET 28

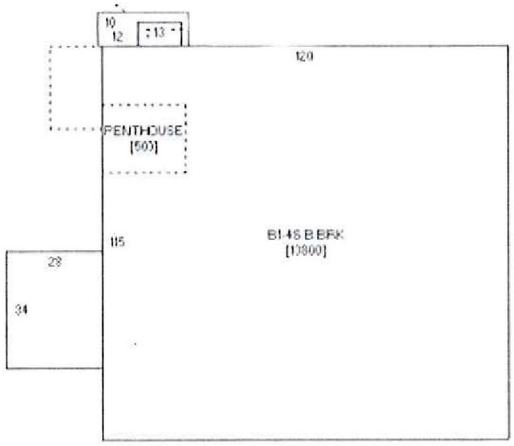
COMPARISON BUILDING 4: 551 EAST 4th STREET – THE OVERALAND WATERLOO CO. BUILDING



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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July 1, 2014 – June 30, 2015

1-2-3 HISTORIC PRESERVATION AND CULTURAL AND ENTERTAINMENT DISTRICT FY2015 PART 1, PART 2, PART 3 APPLICATION

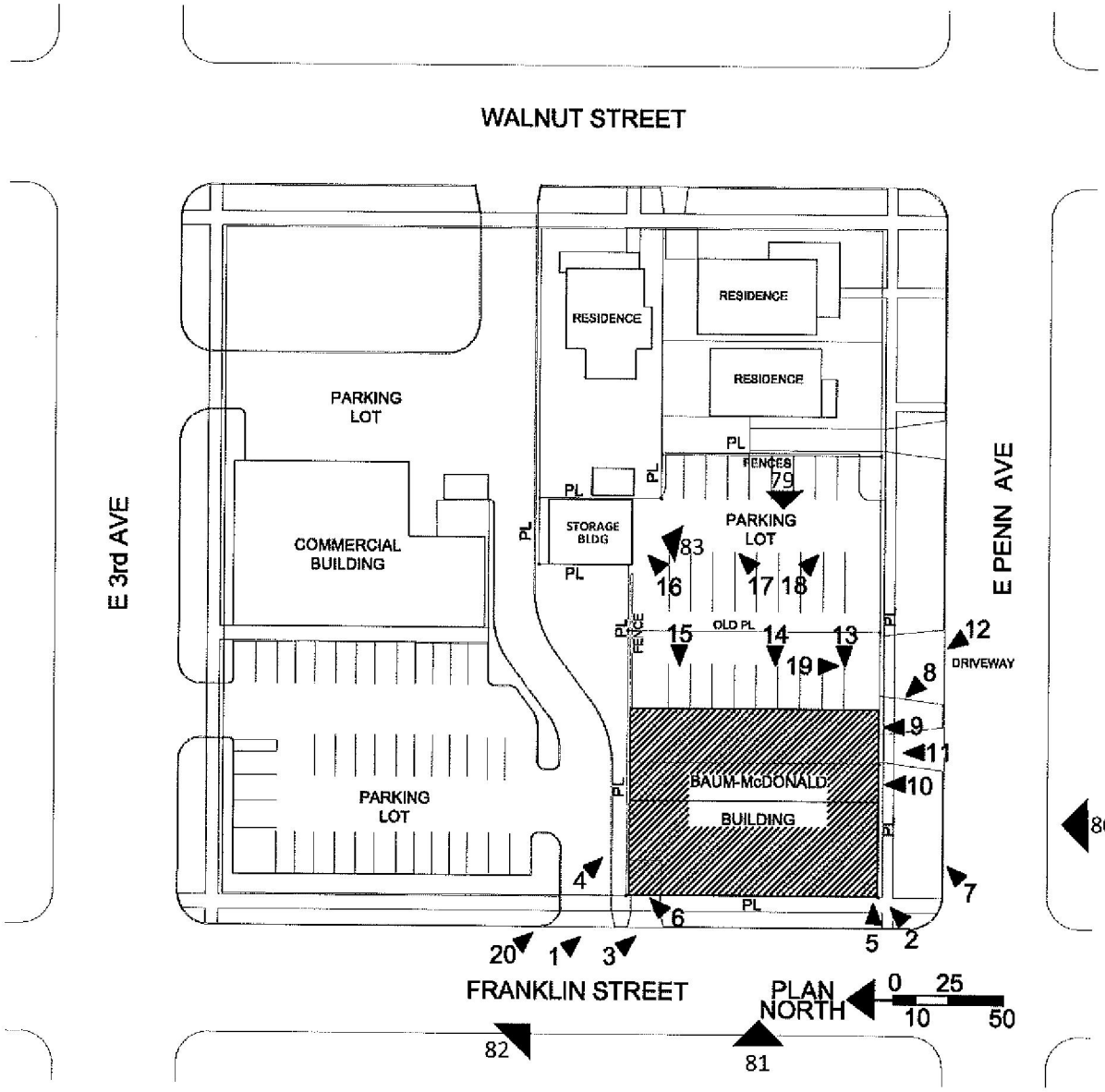
STC Number

CONTINUATION/AMENDMENT SHEET

Name of Property: The Baum-McDonald Auto Co. Building
Site Number: 07-04417 (Supplemental)
Address: 425 Franklin Street
Related District No. NA
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CONTINUATION SHEET 29

SITE AND EXTERIOR PHOTO KEY PLAN



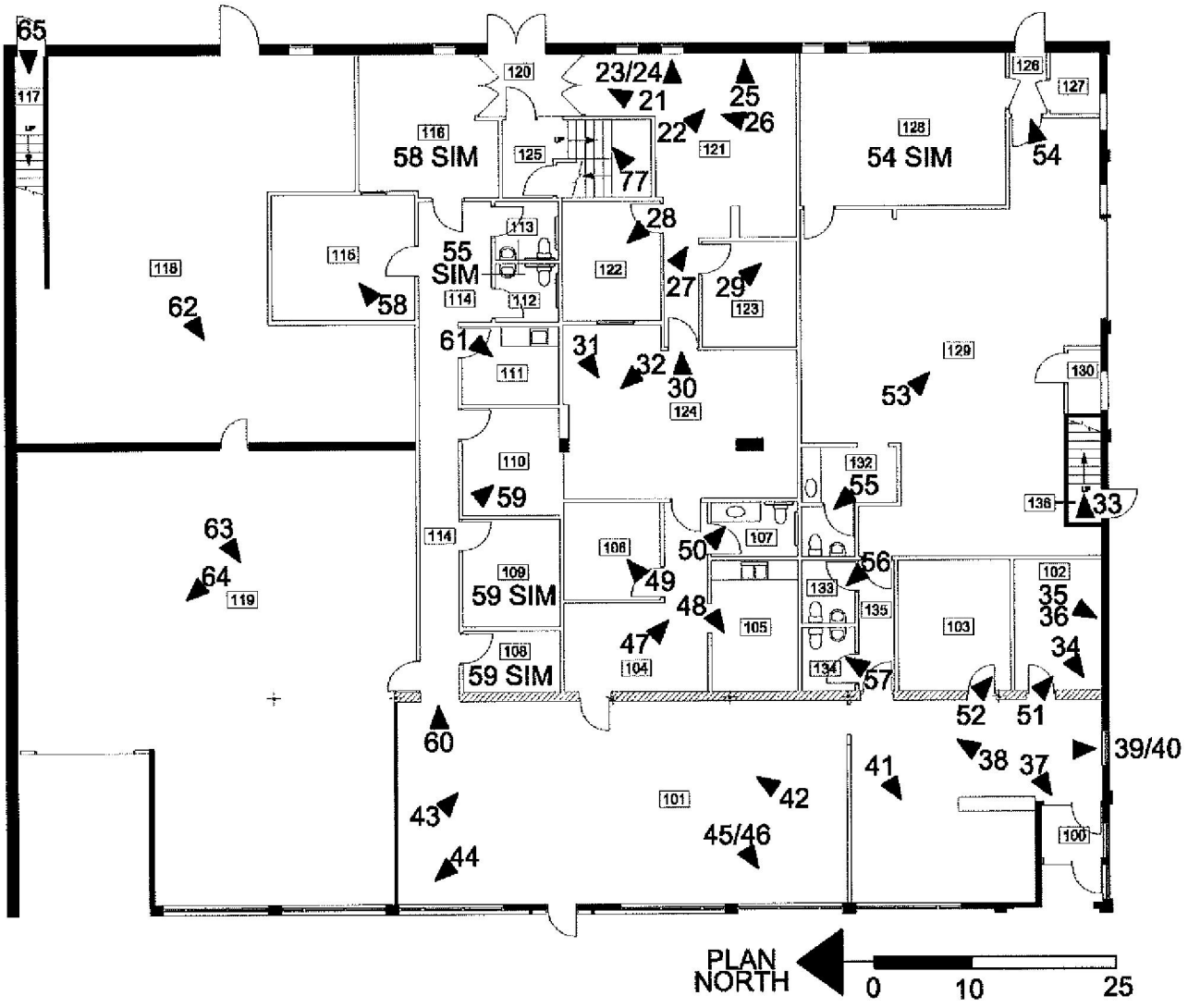
Preparer's Files

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CONTINUATION SHEET 30



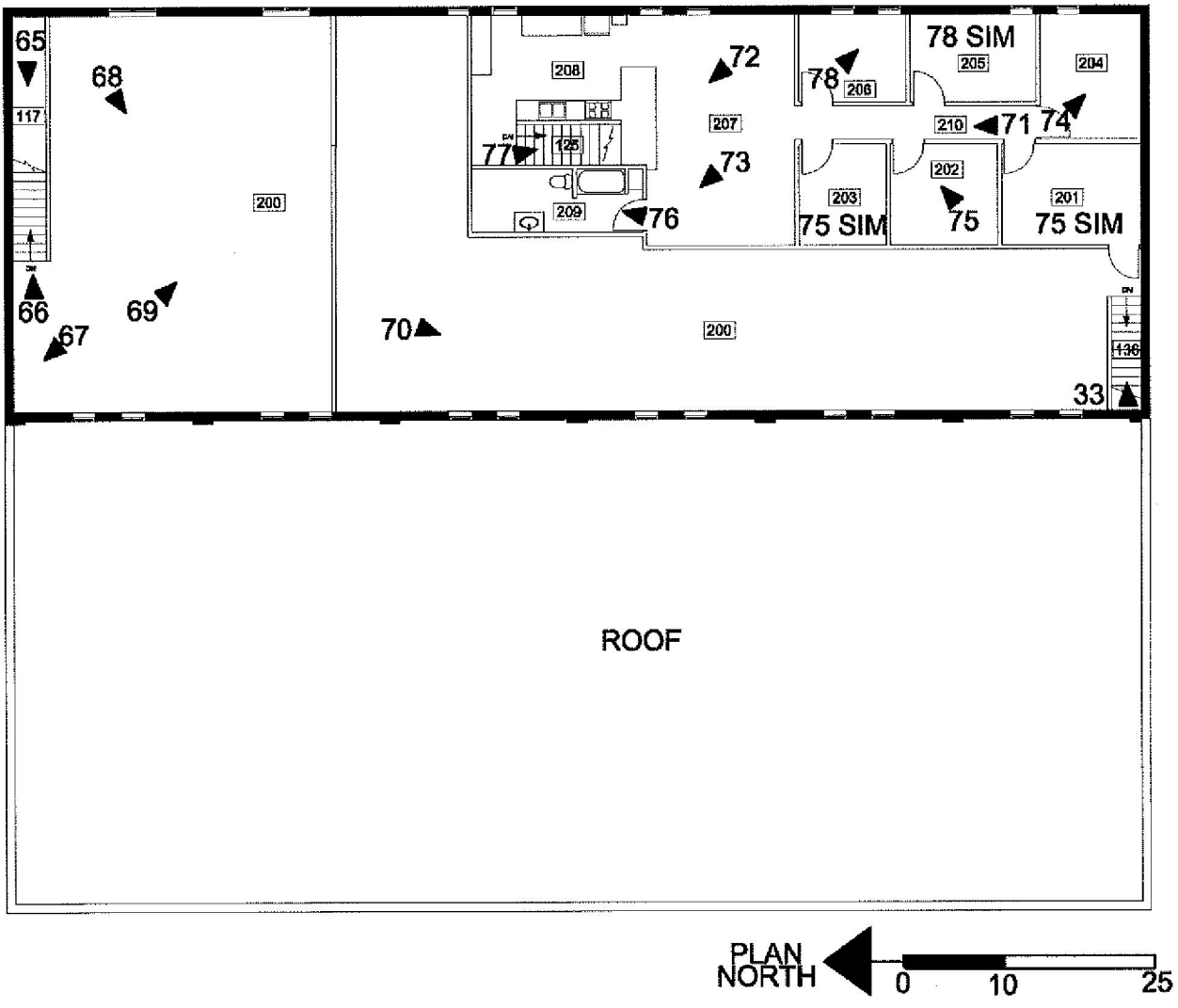
Plan Prepared by Align Architecture & Planning, Waterloo, Iowa

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CONTINUATION SHEET 31



Plan Prepared by Align Architecture & Planning, Waterloo, Iowa

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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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PHOTO 3

Franklin Street Façade

Looking South East



PHOTO 4

North Facade

Looking South East

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PHOTO 5

Franklin Street Façade

Looking East in Entrance



PHOTO 6

Franklin Street Façade

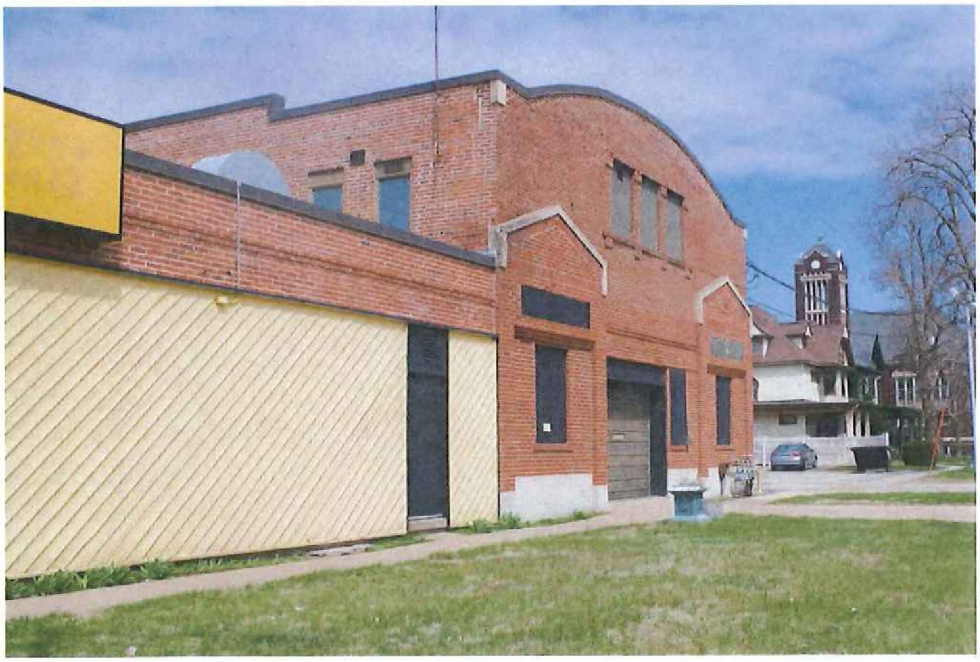
Looking North Into

Overhead Door Entry

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PHOTO 7

East Park Ave. Façade

Looking North East



PHOTO 8

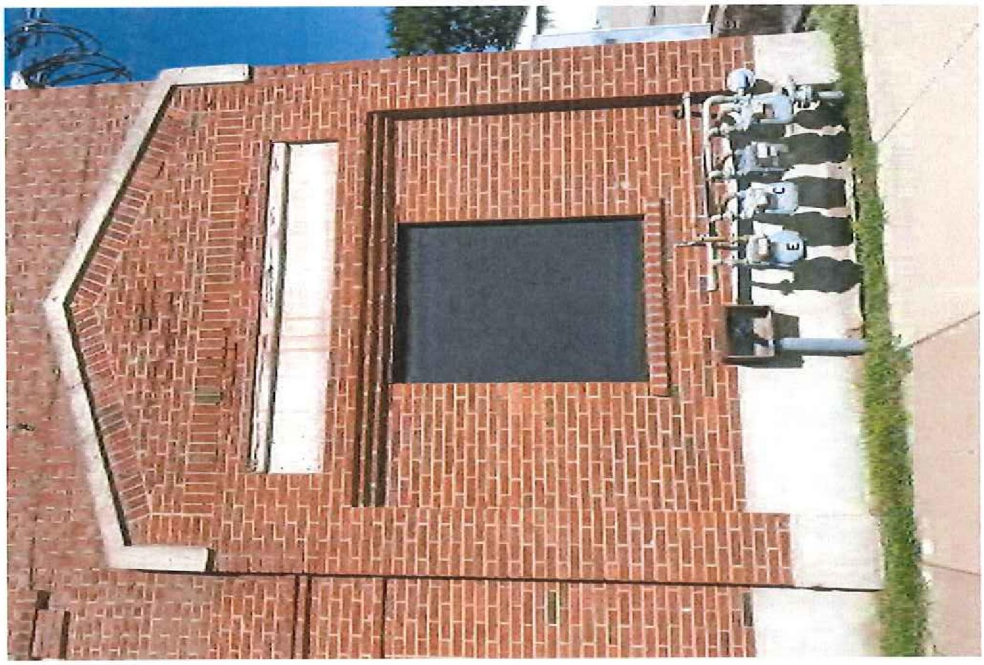
East Park Ave. Façade

Looking North West

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Owners Files Taken

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PHOTO 9

East Park Ave. Façade

Façade Detail—East Side



Preparers Files Taken

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PHOTO 10

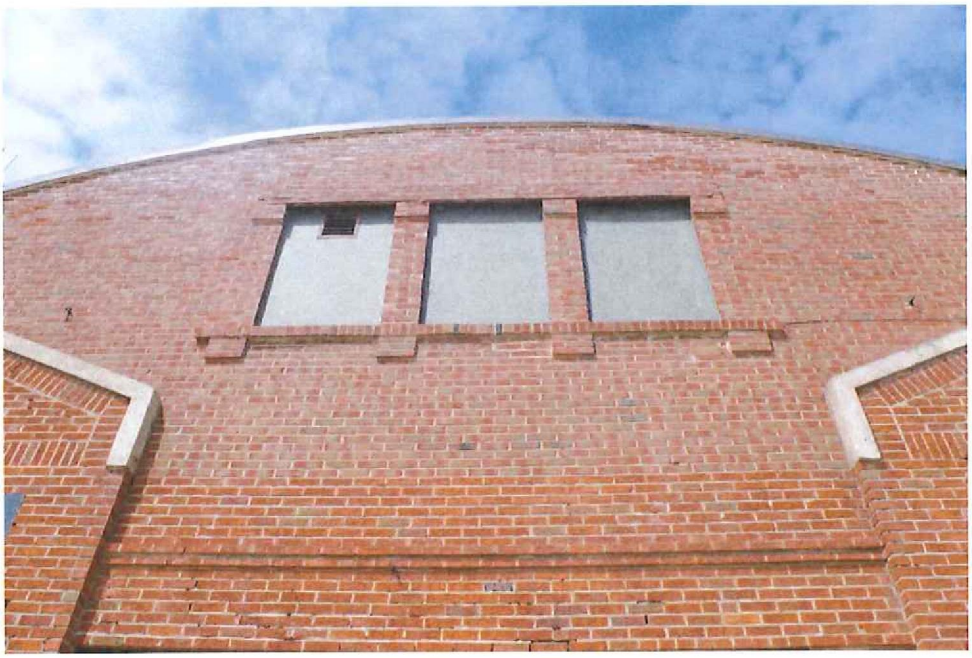
East Park Ave. Façade

Façade Detail—West Side

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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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PHOTO 15

East Façade— North End

Looking West

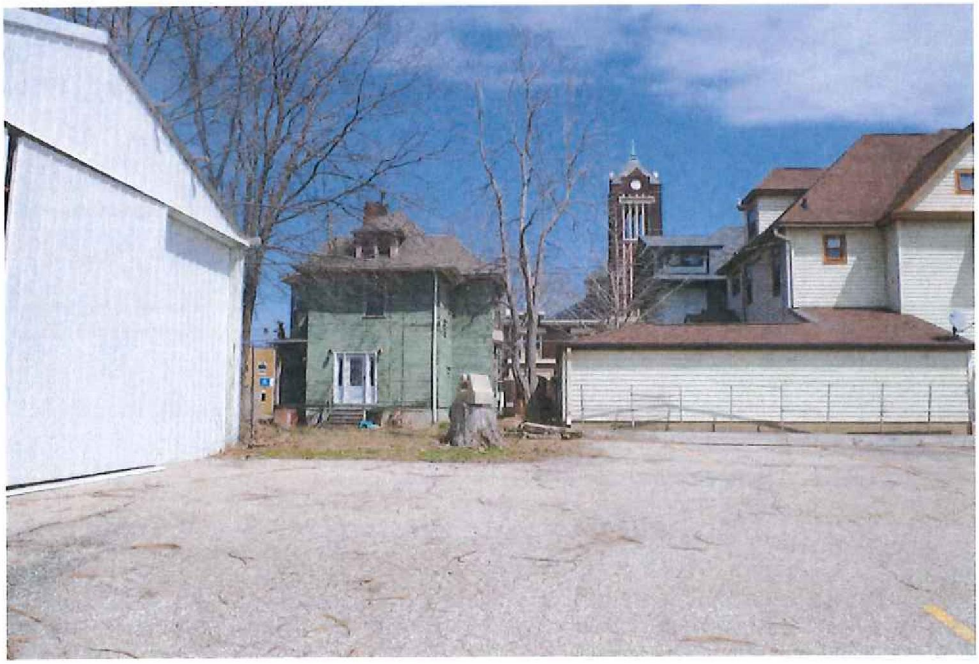


PHOTO 16

Site

Parking Lot Looking

North East

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Preparers Files Taken

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PHOTO 17

Site

Parking Lott Looking North East



PHOTO 18

Site

Parking Lot Looking South East

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Preparers Files Taken

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PHOTO 19

Site

Looking South



PHOTO 20

Site

Adjacent Property Looking South East

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Preparers Files Taken

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PHOTO 21

Interior—Room 120

Looking North



Owners Files Taken

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PHOTO 22

/nterior—Room 121

Looking South East

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Owners Files Taken

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← 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

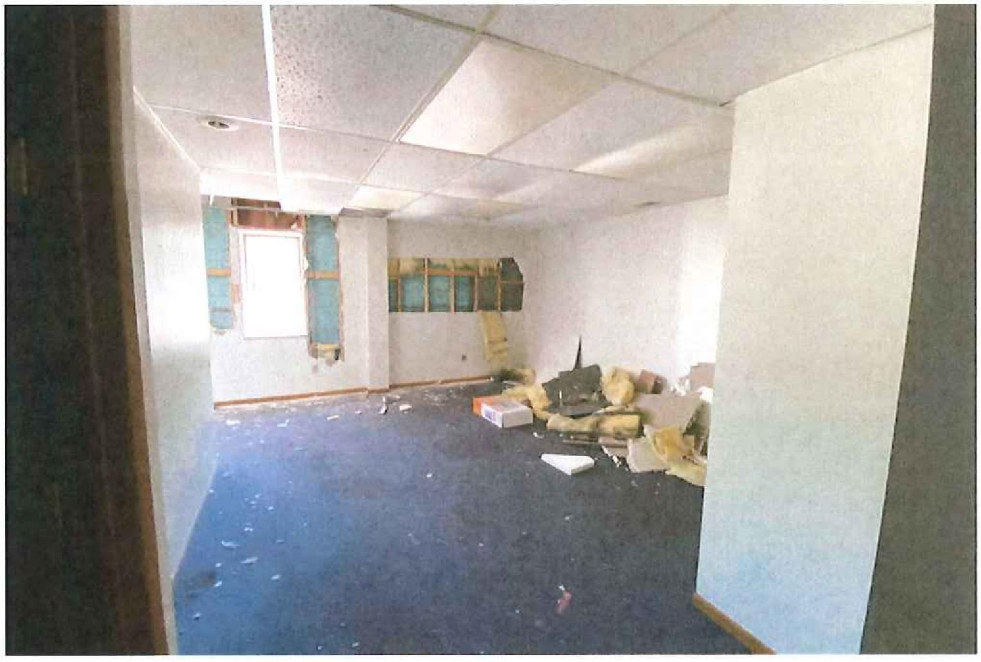
Interior—Room 121

Looking North East

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Owners Files Taken

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PHOTO 27

Interior— Room 121

Looking East

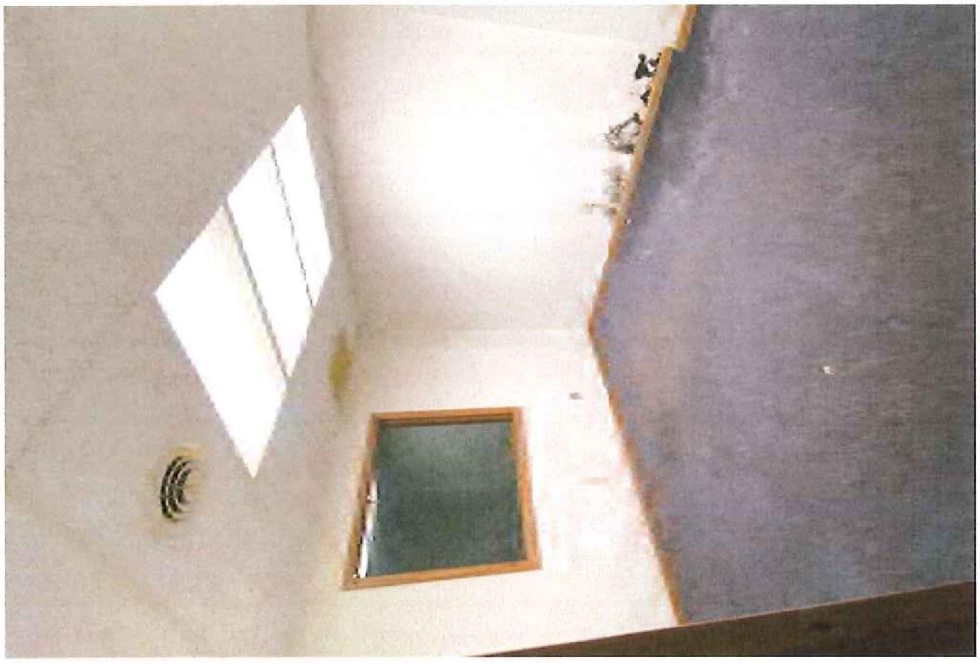


PHOTO 28

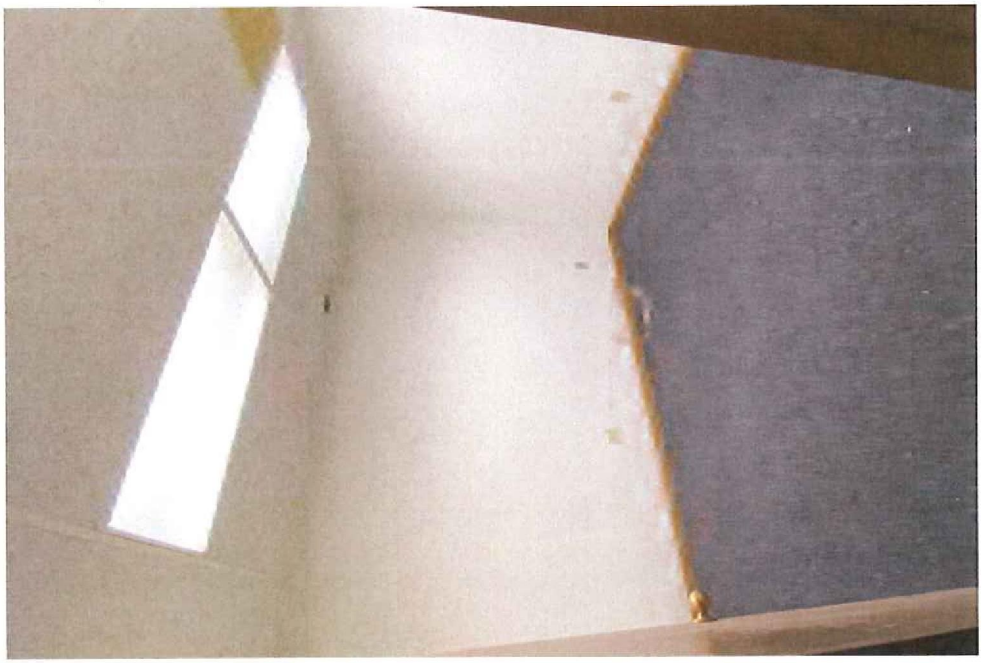
Interior—Room 122

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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PHOTO 31

Interior—Room 124

Looking South West



PHOTO 32

Interior—Room 124

Looking North West

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Owners Files Taken

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PHOTO 33

Interior—Stair 136

Looking Up, East



PHOTO 34

Interior—Room 102

Looking South West

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Owners Files Taken

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← UP

PHOTO 35

Interior—Room 102

Looking South West

Down At Exterior Wall



← UP

PHOTO 36

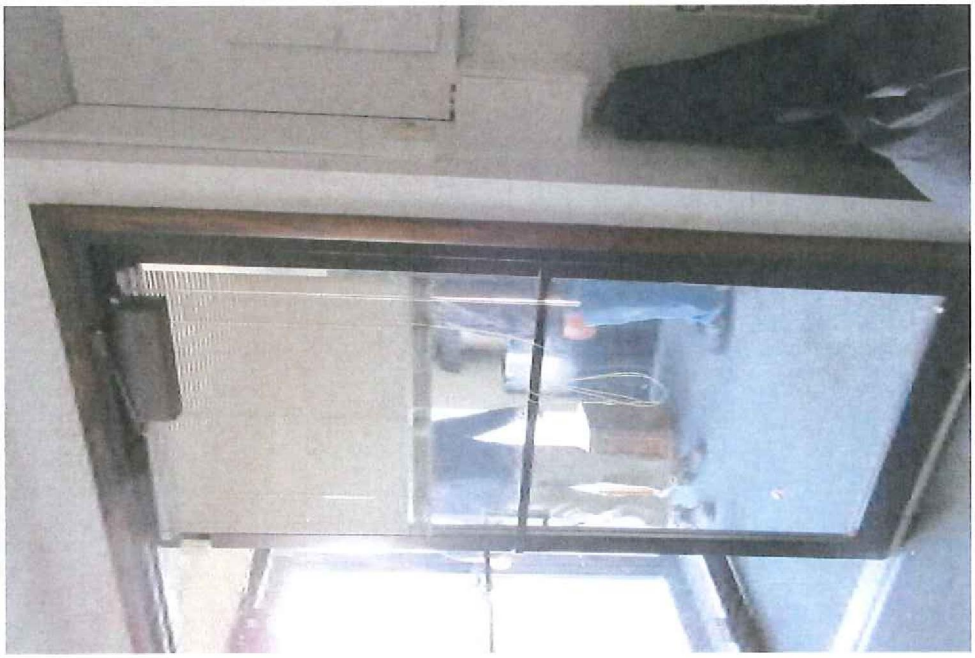
Interior—Room 102

Looking South West Up At Exterior Wall

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Preparers Files Taken

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PHOTO 37

Interior—

Main Entrance Lobby

Looking South West

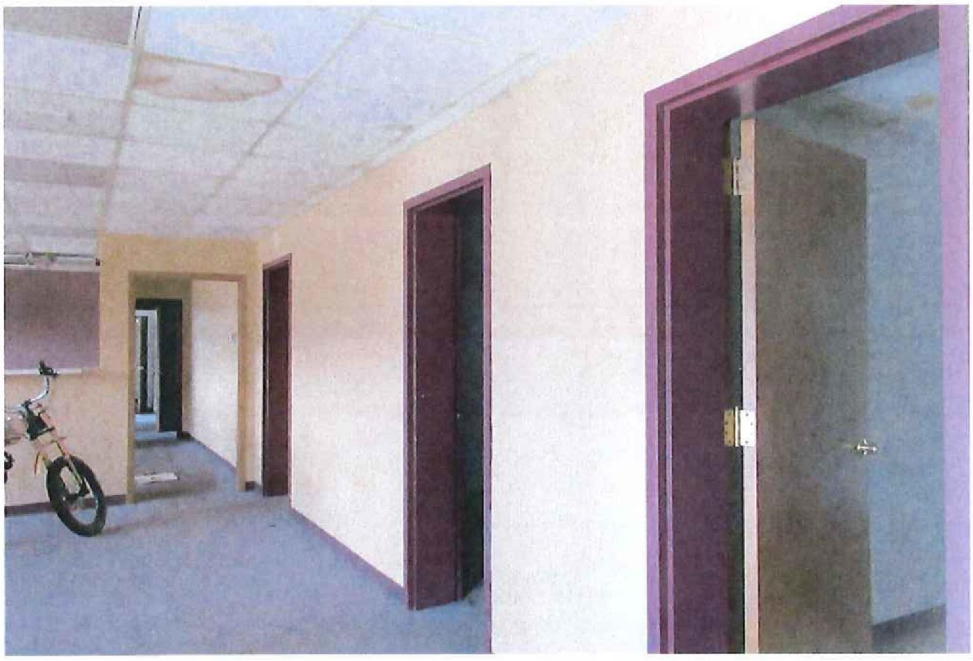


PHOTO 38

Interior—Room 101 Looking North East

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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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PHOTO 41

Interior— Room 101

Looking South West



PHOTO 42

Interior—Room 101

Looking North East

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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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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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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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PHOTO 51

Interior—Room 102

Looking South East

Preparers Files Taken

04/12/2019



PHOTO 52

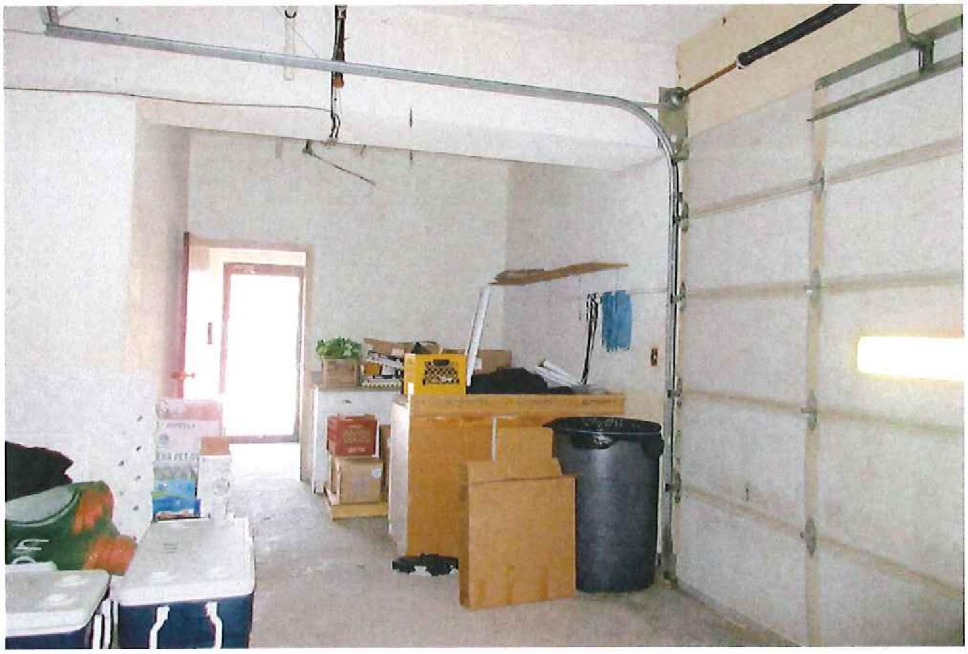
Interior—Room 103

Looking South East

STATE HISTORIC PRESERVATION OFFICE
IOWA SITE INVENTORY
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



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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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County: Black Hawk



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Preparers Files Taken

04/12/2019

PHOTO 55

Interior—Room 132

Looking North West



PHOTO 56

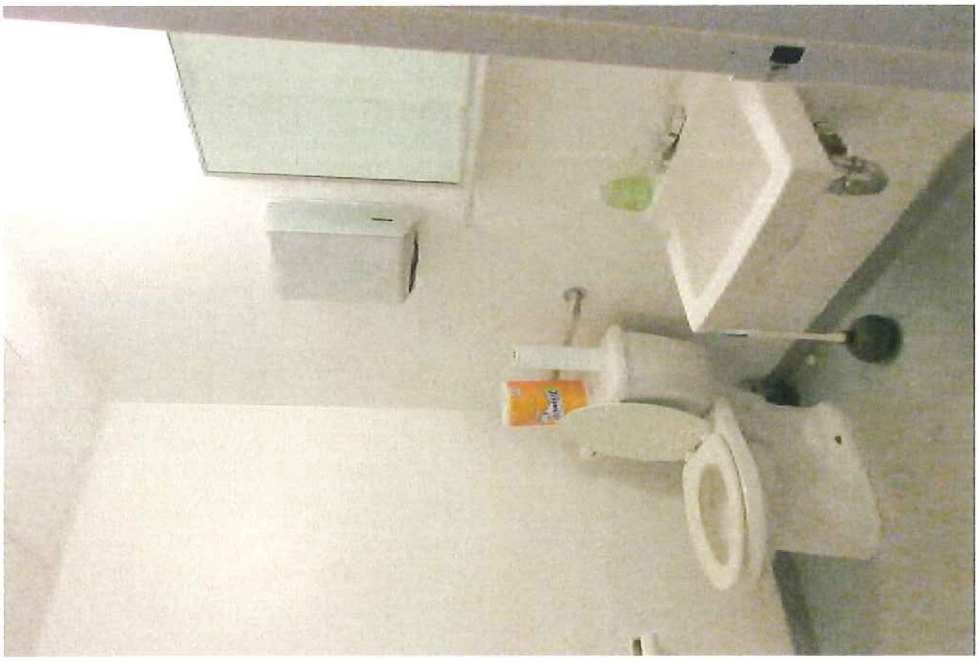
Interior—Room 133

Looking North West

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County: Black Hawk



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Preparers Files Taken

04/12/2019

PHOTO 57

Interior—Room 134

Looking North East

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July 2014

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Related District No. NA
City: Waterloo
County: Black Hawk



PAGE 30

Preparers Files Taken

04/12/2019

PHOTO 58

Interior—Room 115

Looking North East

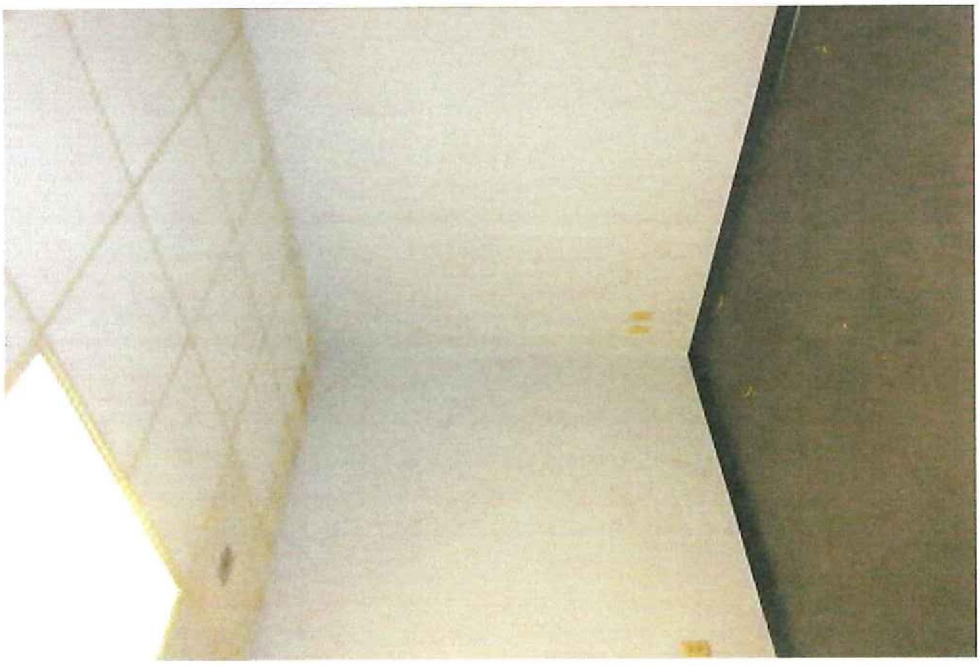


PHOTO 59

Interior—Room 110

Looking South East

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July 2014

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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

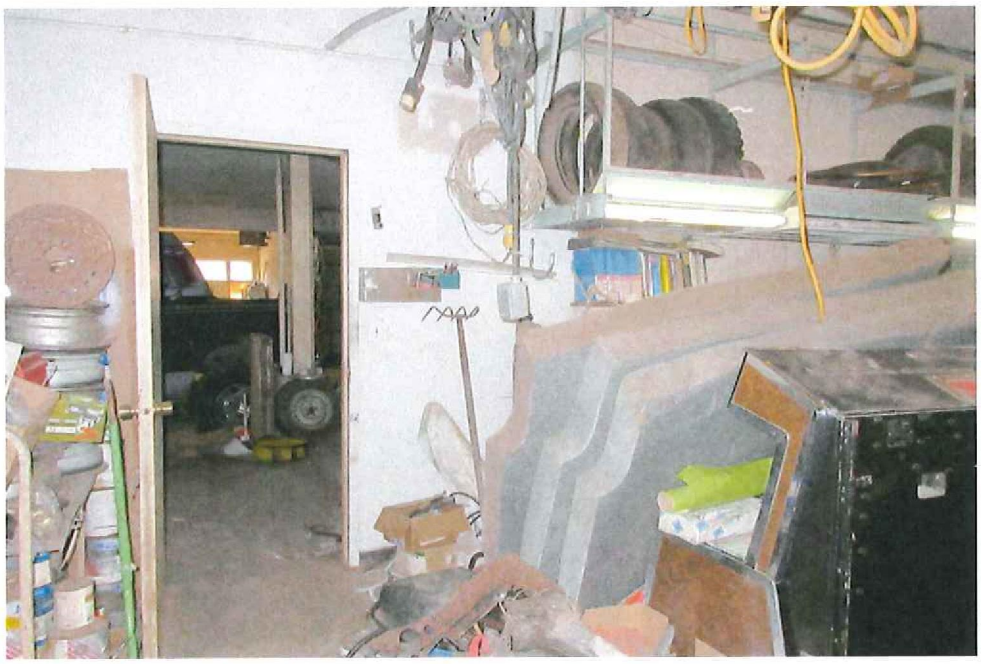
Interior—Room 111

Looking South West

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600 East Locust Street | Des Moines, IA 50319
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July 2014

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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

04/12/2019

PHOTO 64

Interior—Room 119

Looking North West



PHOTO 65

Interior— Room 117

Looking West

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July 2014

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City: Waterloo
County: Black Hawk



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Preparers Files Taken

04/12/2019

PHOTO 66

Interior— Room 117

Looking East



← UP

PHOTO 67

Interior— Room 200

Looking North West at

Exterior Wall

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July 2014

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City: Waterloo
County: Black Hawk



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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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July 2014

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City: Waterloo
County: Black Hawk



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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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July 2014

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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

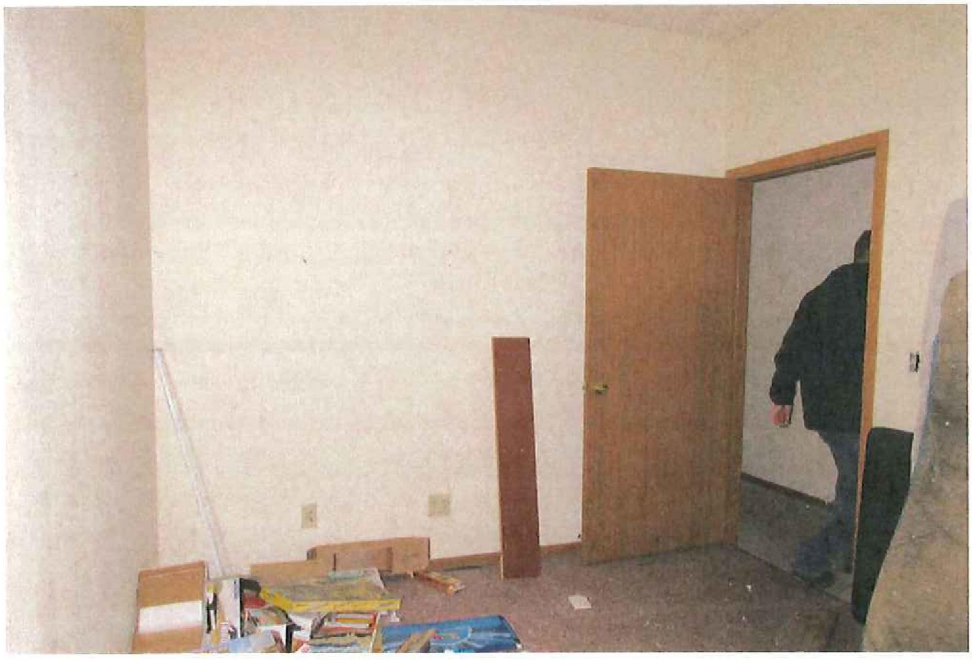


PHOTO 75

Interior - Room 202

Looking North East

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July 2014

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Related District No. NA
City: Waterloo
County: Black Hawk



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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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July 2014

IOWA SITE INVENTORY FORM – CONTINUATION SHEET

Name of Property: The Baum-McDonald Auto Co. Building
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Address: 425 Franklin Street
Related District No. NA
City: Waterloo
County: Black Hawk



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Owners Files Taken

07/22/2020

PHOTO 78

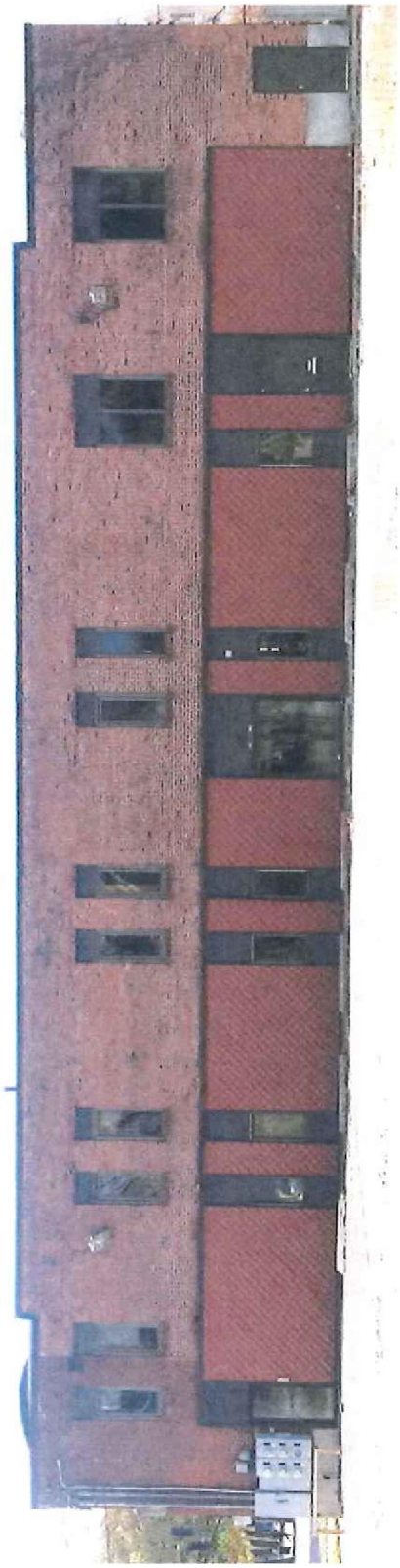
Interior— Room 206

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

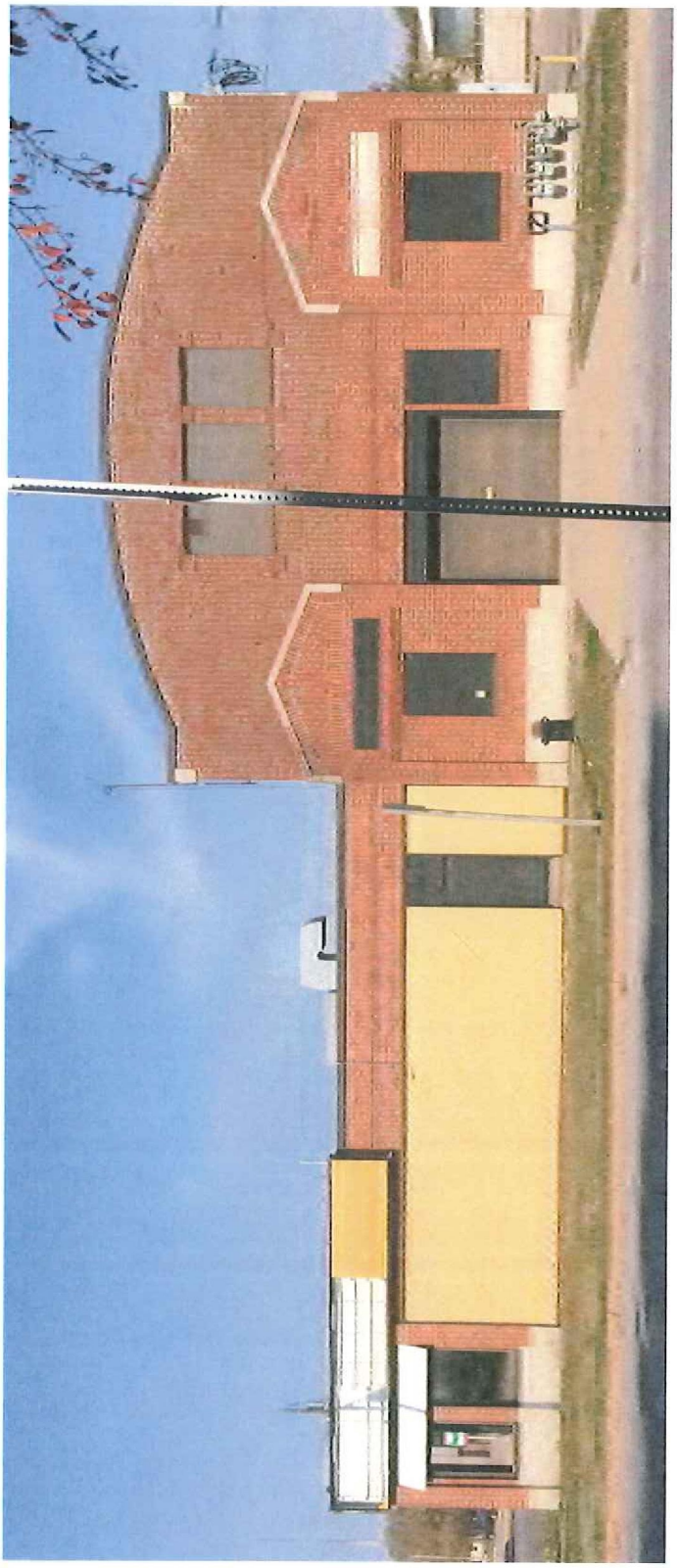
Exterior—East Façade

Looking West

Name of Property: The Baum-McDonald Auto Co. Building NPS Project Number: Not Assigned Yet

Address: 425 Franklin Street

City: Waterloo, Iowa



PAGE 42

Preparers Files

Taken 10/11/2020

PHOTO 80

Exterior—East Park Ave

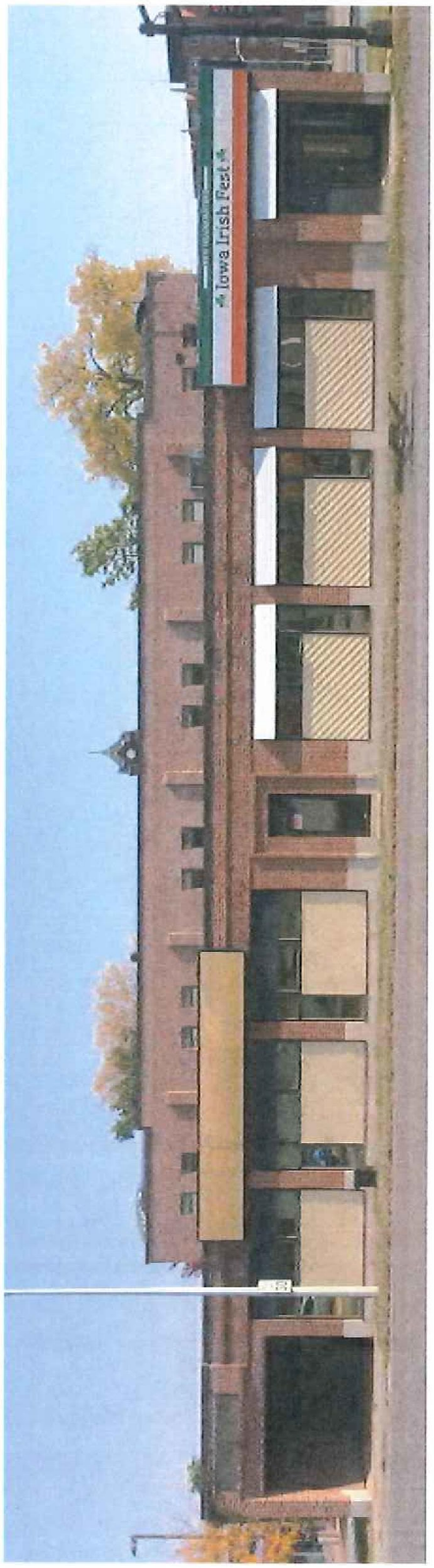
Façade

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

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.

City Council Meeting: 2/7/2022
Prepared: 1/25/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	The applicant is requesting to construct a new 9,280 square foot truck maintenance facility on land at east end of their current site, a ~1.8 acre site generally located at the northwest corner of GT Drive and Northeast Drive. The area in question has been zoned "M-2,P" Planned Industrial District since March 13, 1995, when the land was rezoned from "A-1" Agricultural District. Surrounding land uses and their zoning designations are as follows: North – industrial buildings (QCI) and lots, zoned "M-2,P" Planned Industrial District. South – industrial buildings (ABC, ConTrol), zoned "M-2,P" Planned Industrial District. East – industrial buildings (Ryder, Deere), zoned "M-2,P" Planned Industrial District. West – industrial buildings (Gray), zoned "M-2,P" Planned Industrial District The proposed building is 116' by 80'. It shows office areas, restrooms, break room, locker rooms, and mechanical rooms for the operation of the truck maintenance facility. The east elevation shows 3 large and one smaller overhead doors, while the west elevation has 4 large overhead doors. The exterior of the building is a mix of metal clad siding and ground face finish concrete block, with the first 4' a concrete stem wall. The building will sit over 80' back from Northeast Drive, and approximately

	30’ back from GT Drive. There are parking stalls for staff and customer parking along the southern and eastern sides of the building, with other areas for trucking turning, storage, and parking. The rear yard is also over 160’ in setback. The site plan shows two curb cuts onto Northeast Drive for entrance and exiting of the site. The proposed development is expanding a partnership with Ryder and Gray Transportation for expansion in this area. The lot is City-owned and will be conveyed by a Development Agreement as a part of the process for construction. 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.
Neighborhood Impact:	The request to construct the truck maintenance facility would appear to have a positive impact upon the surrounding area as it would appear to be compatible with other industrial development in the area.
Data/Analysis and Strategies:	Economic Development and Land Use.
Community Engagement Methods:	The Planning, Programming, and Zoning Commission will hold a public meeting on February 8, 2022. Notice letters were sent out to all property owners on record within 250-feet of the proposed project.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	That part of Lot 8, Northeast Industrial Park, Plat No. 1, Waterloo, Black Hawk County, Iowa, laying north of the north line of GT Drive as described in Miscellaneous Book 337 Page 508, in the Black Hawk County Recorder’s Office.

REQUEST:	Request by Gray Transportation for a site plan amendment to the “M-2,P” Planned Industrial District to allow for the expansion of their site at 2459 GT Drive with an additional 116’ by 80’ truck maintenance facility.
APPLICANT(S):	Gray Transportation, 2459 GT Drive, Waterloo, Iowa 50703
GENERAL DESCRIPTION:	The applicant is requesting to construct a new 9,280 square foot truck maintenance facility on land at the east end of their current site, a ~1.8 acre site generally located at the northwest corner of GT Drive and Northeast Drive.



SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The request to construct the truck maintenance facility would appear to have a positive impact upon the surrounding area as it would appear to be compatible with other industrial development in the area.
VEHICULAR & PEDESTRIAN	The proposed site plan amendment would not appear to have a negative impact upon vehicular or pedestrian traffic

TRAFFIC CONDITIONS:	conditions in the area. The site is served by Northeast Drive, which is a Collector and GT Drive which is a local street.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	There are no trails or sidewalks in the immediate project area. None are recommended for the site development.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area in question has been zoned “M-2,P” Planned Industrial District since March 13, 1995, when the land was rezoned from “A-1” Agricultural District. Surrounding land uses and their zoning designations are as follows: **North** – industrial buildings (QCI) and lots, zoned “M-2,P” Planned Industrial District. **South** – industrial buildings (ABC, ConTrol), zoned “M-2,P” Planned Industrial District. **East** – industrial buildings (Ryder, Deere), zoned “M-2,P” Planned Industrial District. **West** – industrial buildings (Gray), zoned "M-2,P" Planned Industrial District
BUFFERS/ SCREENING/ LANDSCAPING REQUIRED:	No buffers would be required. The applicant will need to submit and execute a landscaping plan for the site during the building permit approval process.
DRAINAGE:	It will be necessary that a storm water detention plan is submitted, as well as a SWPPP to the Engineering Department for review and approval. The proposed request would not appear to have a negative impact upon drainage in the area if proper storm water detention techniques are put in place.
DEVELOPMENT HISTORY:	The surrounding area has been designed and developed as an industrial park. Gray Transportation was built in 2002 as one of the first tenants in the park.
FLOODPLAIN:	No portion of the property is located in the 100-year flood plain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0193F, dated July 18, 2011. However, the flood plain is not in the proposed location of the building.
PUBLIC /OPEN SPACES/ SCHOOLS:	There are no schools in close proximity to the site. There are no parks in the immediate vicinity.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	All utilities are in close proximity to the site in Northeast Drive and GT Drive.

RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:

The Future Land Use Map designates this area as *Industrial.* The proposed site plan amendment would be in conformance with the Comprehensive Plan and Future Land Use Map for this area.

STAFF ANALYSIS – ZONING ORDINANCE:

The applicant is requesting to construct an up to 9,280 square foot building with truck turnaround, storage, and parking areas. The development would work as an expansion of the Gray Transportation site to the west.

The area in question is zoned “M-2,P” Planned Industrial District, and this zoning is designed to permit the establishment of industrial parks and to provide for the orderly planned growth of industries on large tracts of land, and allowing greater flexibility and diversification of land uses and building locations. It is also intended that such industrial parks be developed to maximize the potentials of industrial areas and at the same time minimize any adverse effect upon adjacent properties in other zoning districts.

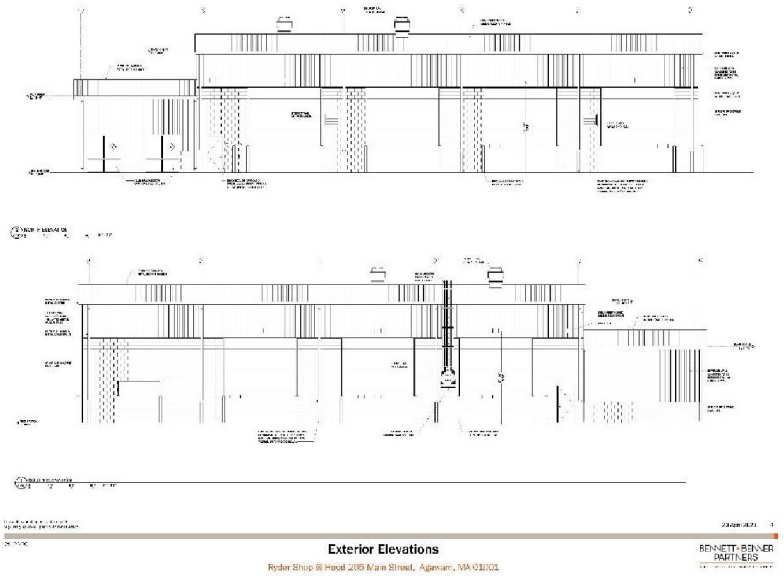
The proposed building is 116’ by 80’ (9,280 square foot). It shows office areas, restrooms, break room, locker rooms, and mechanical rooms for the operation of the truck maintenance facility. The east elevation shows 3 large and one smaller overhead doors, while the west elevation has 4 large overhead doors. The exterior of the building is a mix of metal clad siding and ground face finish concrete block, with the first 4’ a concrete stem wall.

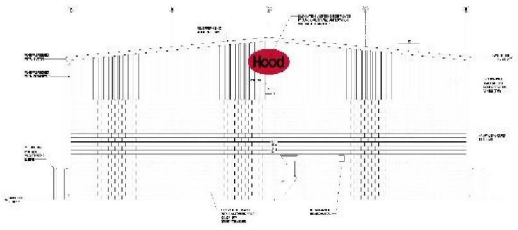
The building will sit over 80’ back from Northeast Drive, and approximately 30’ back from GT Drive. There are parking stalls for staff and customer parking along the southern and eastern sides of the building, with other areas for truck turning, storage, and parking. The rear yard is also over a 160’ setback. The site plan shows two curb cuts onto Northeast Drive for entrance and exiting of the site.

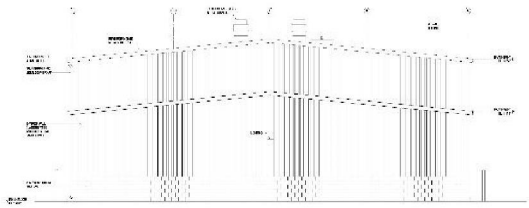
The proposed development is expanding a partnership with Ryder and Gray Transportation for expansion in this area. The lot is City-owned and will be conveyed by a Development Agreement as a part of the process for construction.

The request came before the Planning Commission on December 28th, 2021 but due to issues with the notice letter it was felt that bringing the request back through the commission was appropriate.


GT DRIVE
NORTHEAST DRIVE
PROPOSED BUILDING
218144
YJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa 319-266-5829
GT TRANSPORTATION BUILDING
2459 GT DRIVE
WATERLOO, IOWA
CIVIL SITE PLAN


Exterior Elevations
Ryder Shop @ Hood 285 Main Street, Agawam, MA 01001
BENNETT+BENNER
PARTNERS

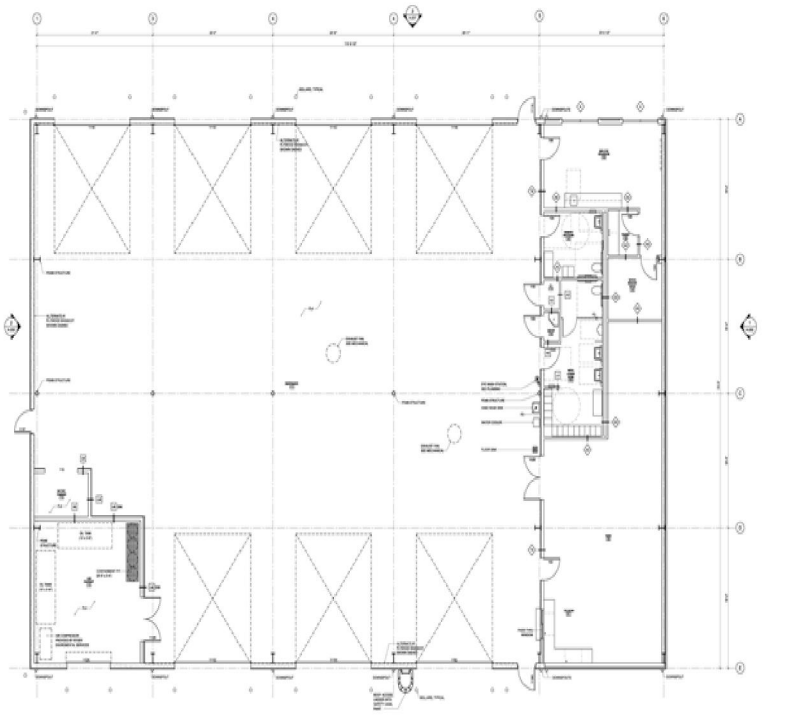




Exterior Elevations

Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT•BENNER PARTNERS



Floor Plan

Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT•BENNER PARTNERS



Picture 1: Looking at south side of existing building.



Picture 2: North side of existing building.



Picture 3: Truck parking west of where the new building will be constructed.



Picture 4: Looking at existing parking lot where building will be constructed.



Picture 5: Looking east along GT Drive toward Northeast Drive.

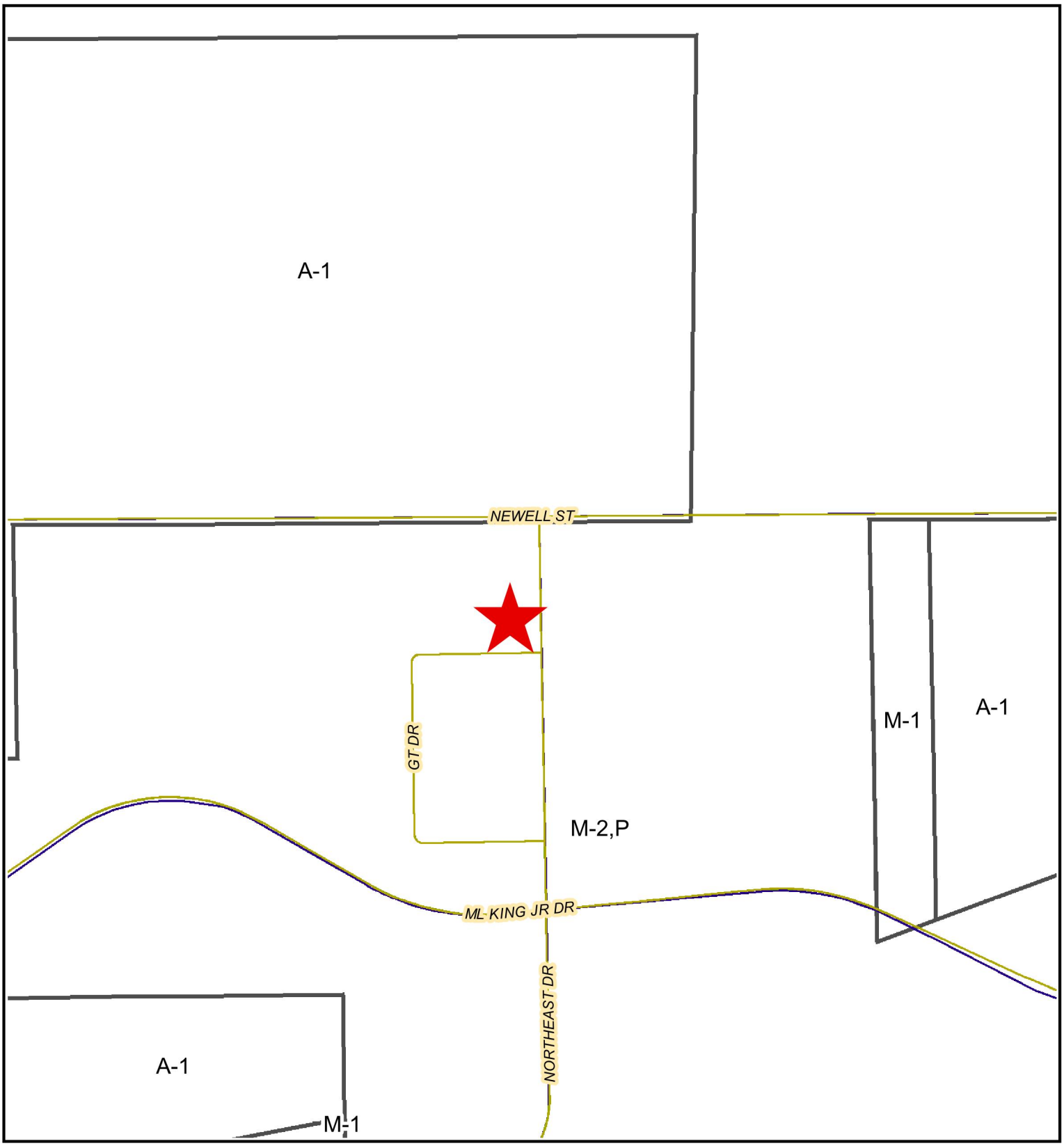
STAFF ANALYSIS – SUBDIVISION ORDINANCE:	There is no additional platting needed for the request, as the area for the project has been previously platted.
TECHNICAL REVIEW COMMITTEE	TBD
STAFF RECOMMENDATION:	Therefore, staff recommends that the request Gray Transportation for a site plan amendment to the “M-2,P” Planned Industrial District to allow for the expansion of their site at 2459 GT Drive with an additional 116’ by 80’ truck maintenance facility, 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 8, 2022

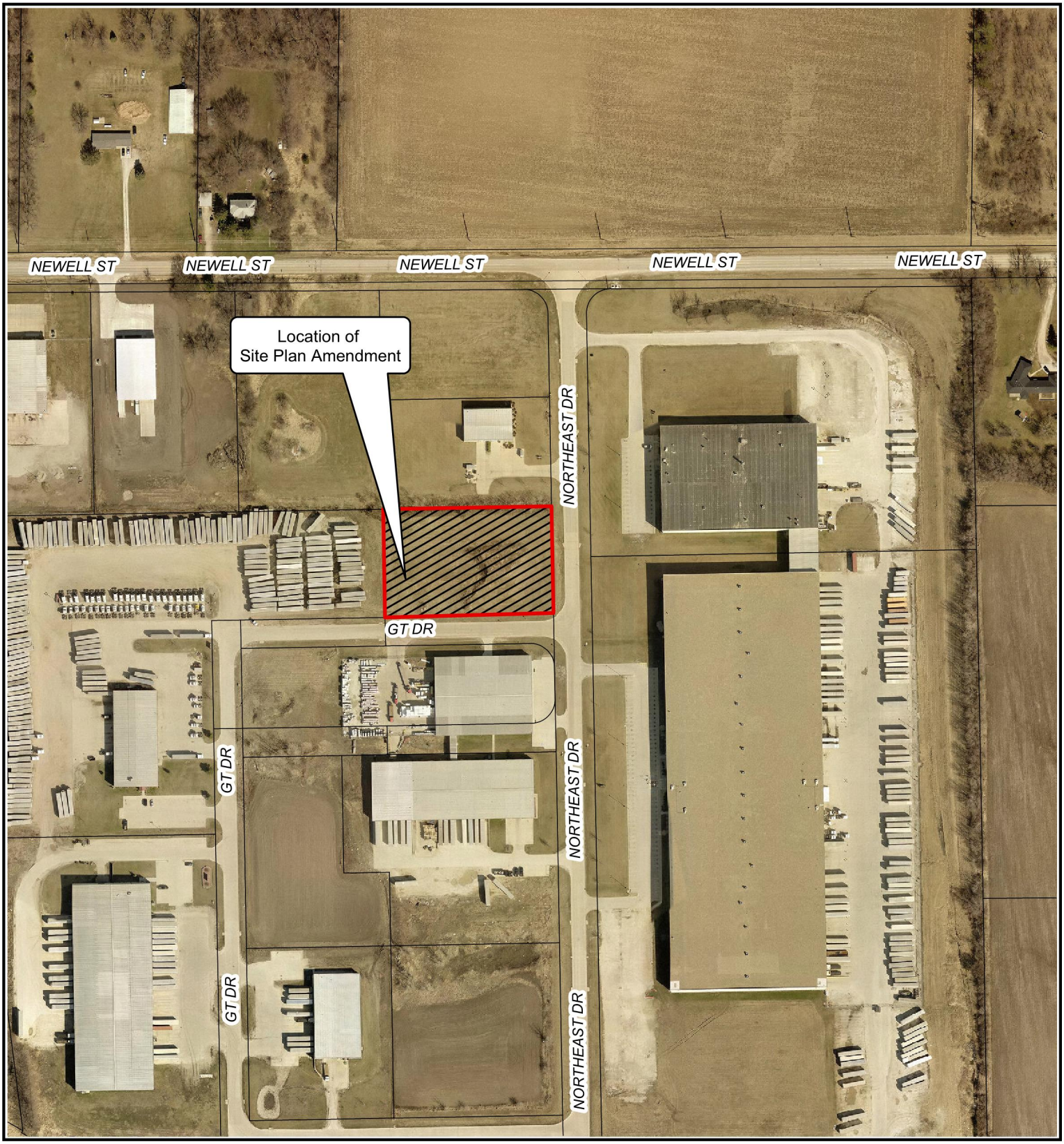


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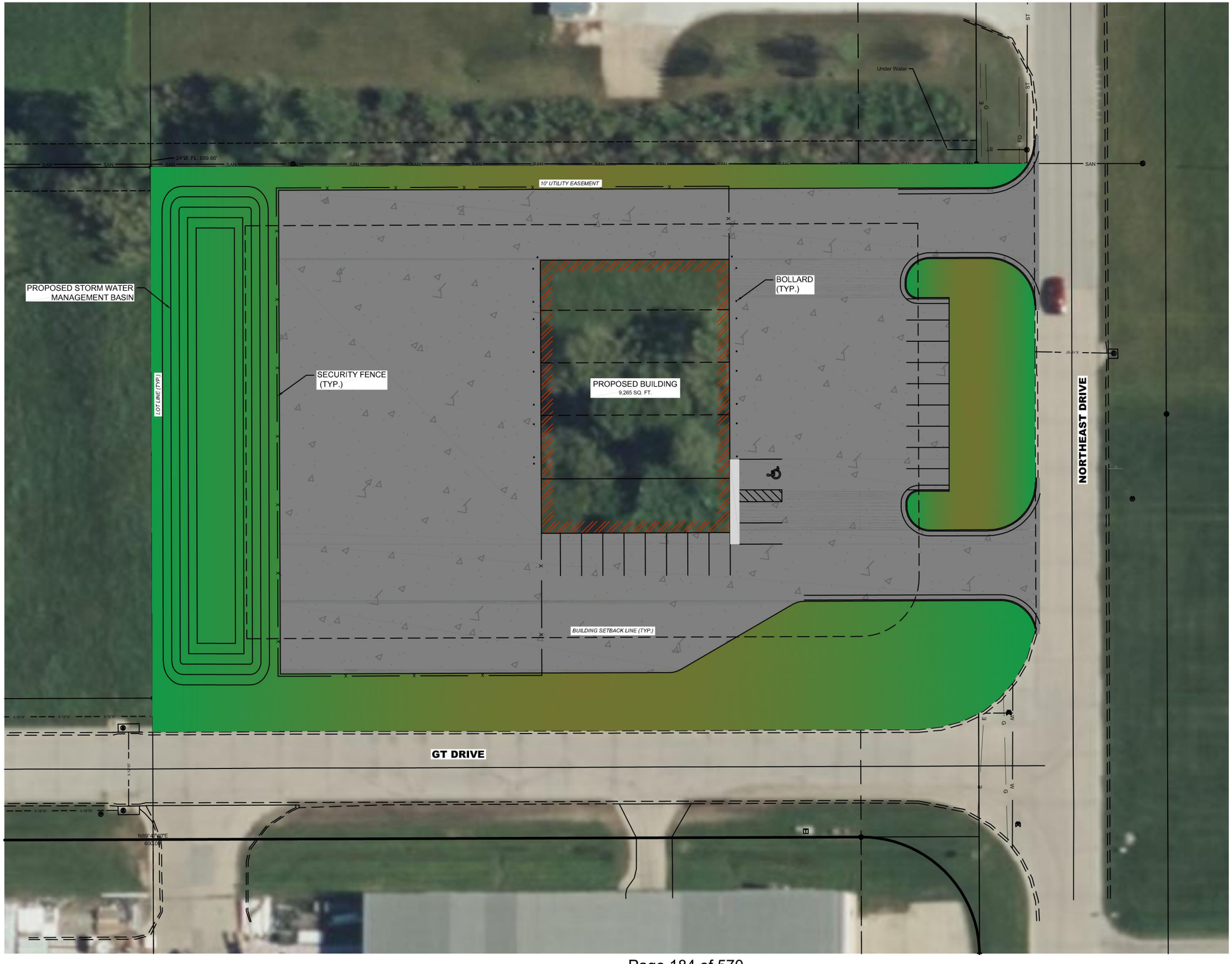
Waterloo Iowa

North of 2550 GT Drive
Site Plan Amendment
Darrin Gray

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



North of 2550 GT Drive
Site Plan Amendment
Darrin Gray



LEGEND		
Existing	Proposed	
		BOUNDARY LINE
		EASEMENT LINE
		PROPERTY LINE
		SECTION/R.O.W. LINE
		SETBACK LINE
000	000	CONTOUR LINE
E	E	ELECTRIC LINE
X	X	FENCE LINE
FO	FO	FIBER LINE
G	G	GAS LINE
OHU	OHU	OVERHEAD UTILITY LINE
X-SAN	X-SAN	SANITARY SEWER LINE
		SILT FENCE LINE
X-ST	X-ST	STORM SEWER LINE
T	T	TELEPHONE LINE
TV	TV	TELEVISION LINE
X-W	X-W	WATER LINE

NORTH

0 20' 40'

VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-266-5829

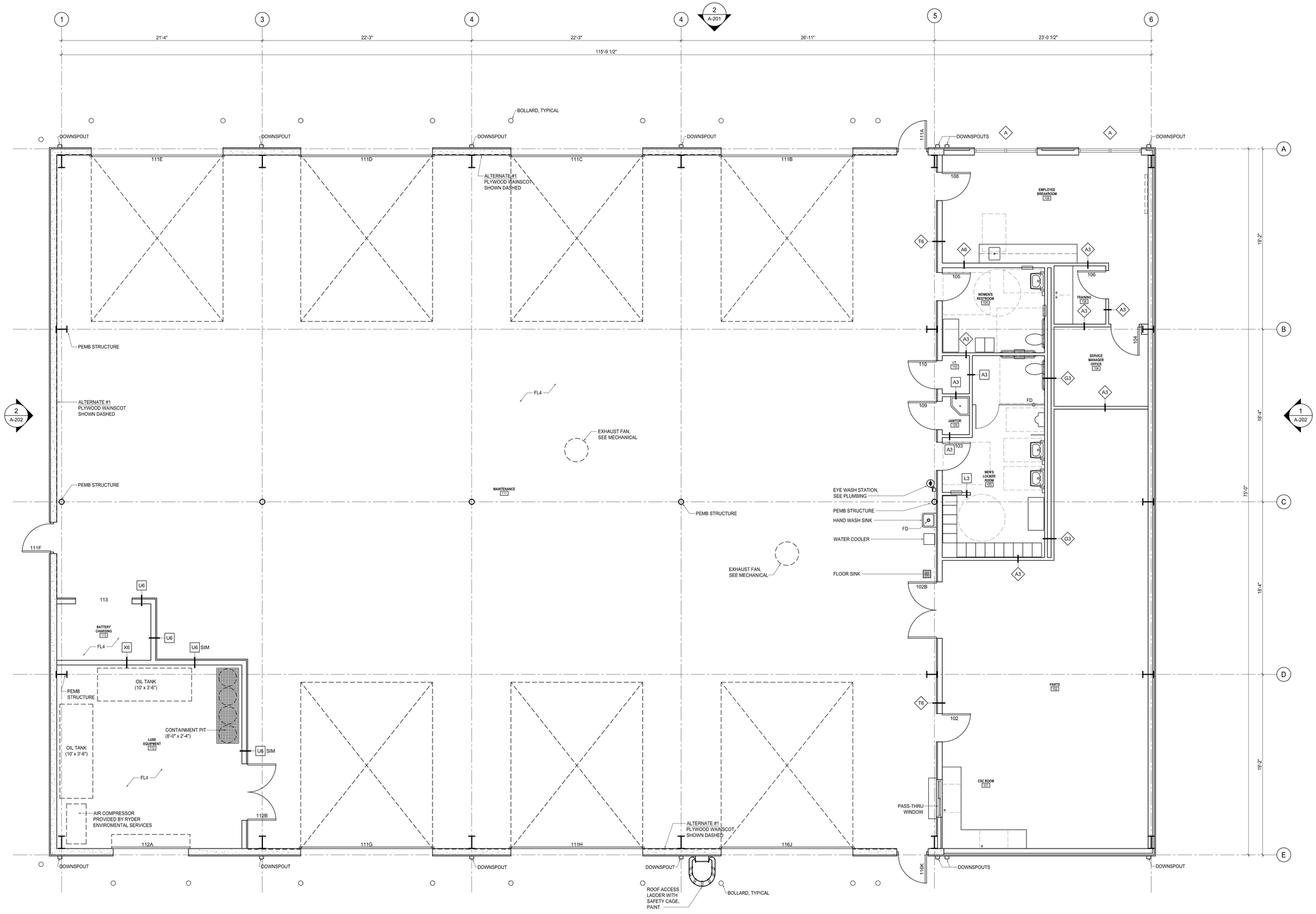
GRAY TRANSPORTATION BUILDING
2459 GT DRIVE
WATERLOO, IOWA

CIVIL SITE PLAN

5 OF 7

Scale	1"=20'
Drawn	SJC
Reviewed	PTA
Date	2021.12.17
Revisions	

218144



These documents may not be used for regulatory approval, permit or construction.

23 April 2021 1

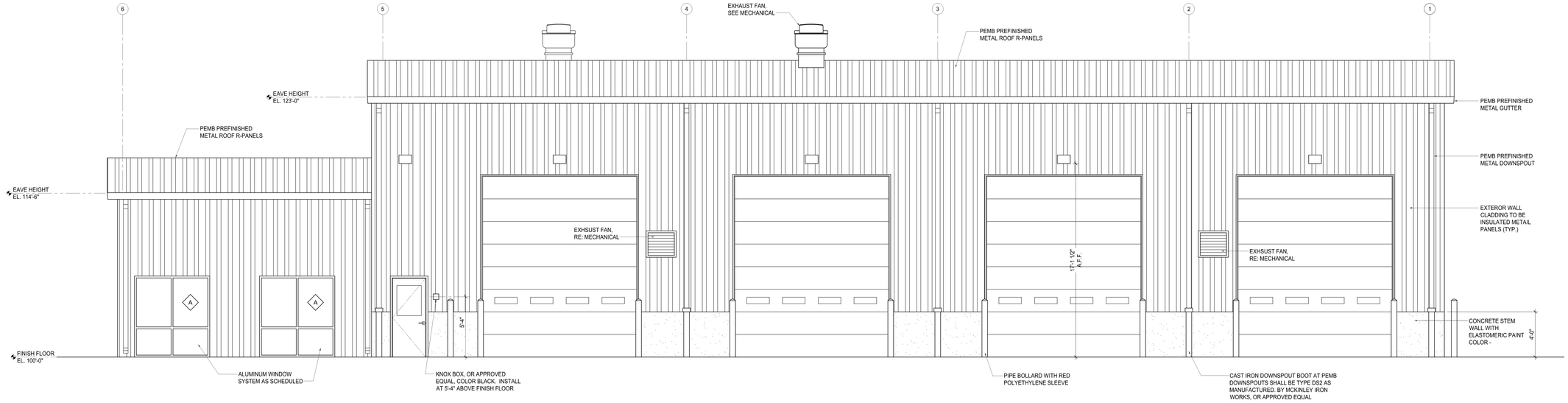
21120.00

0 4'-0" 8'-0"

Floor Plan

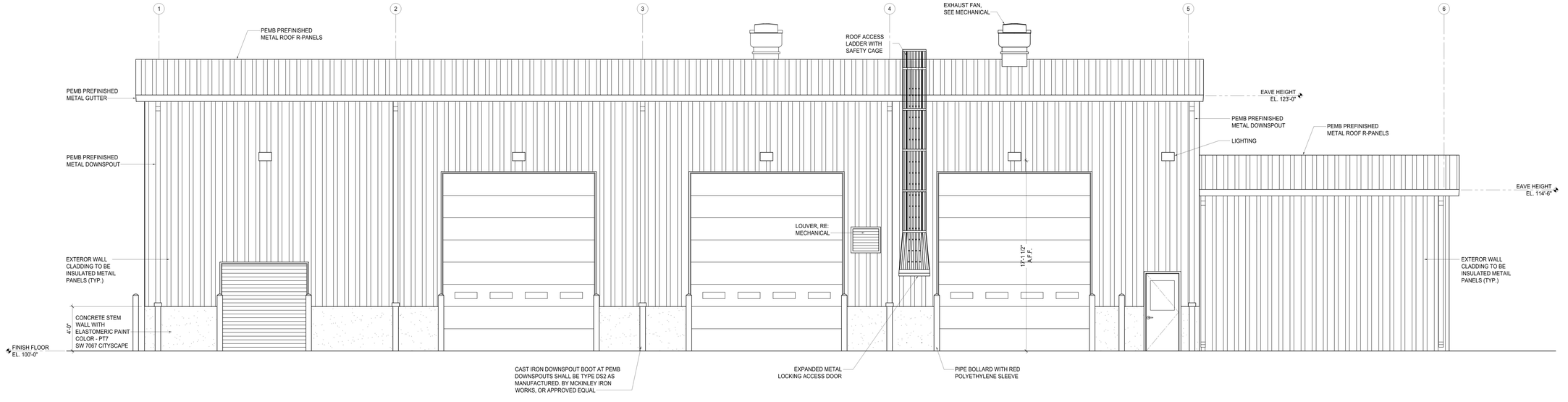
Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING



2 A-201 NORTH ELEVATION

0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"



1 A-201 SOUTH ELEVATION

0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"

These documents may not be used for
regulatory approval, permit or construction.

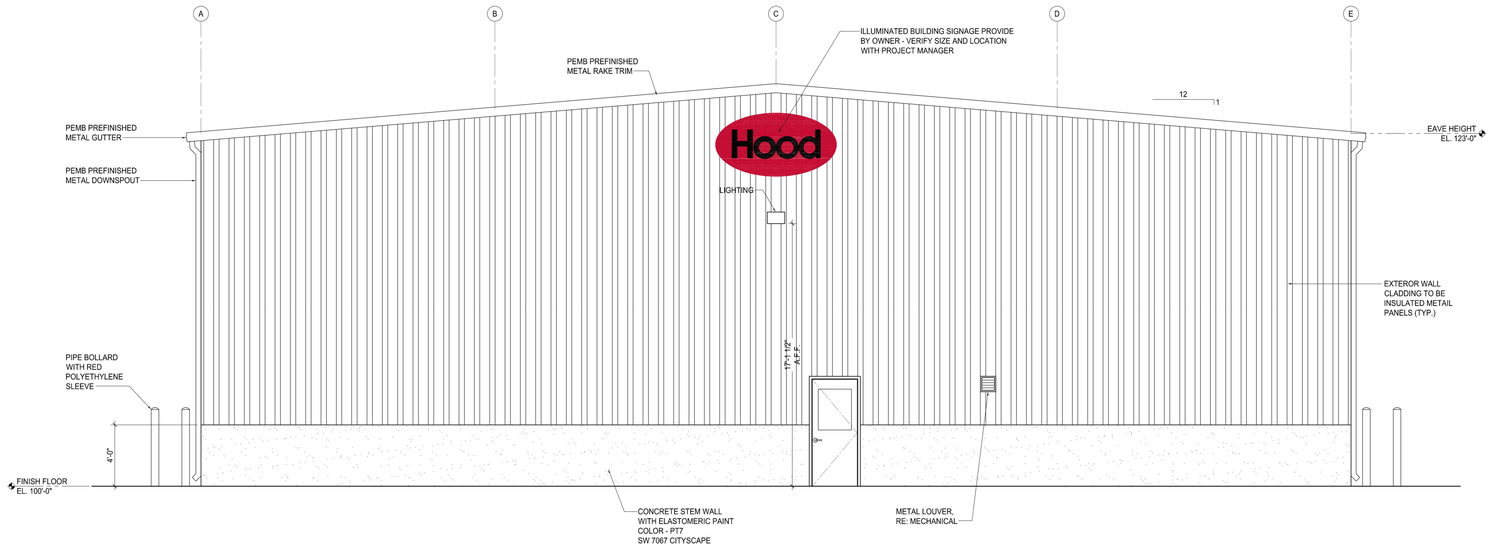
23 April 2021 2

21120.00

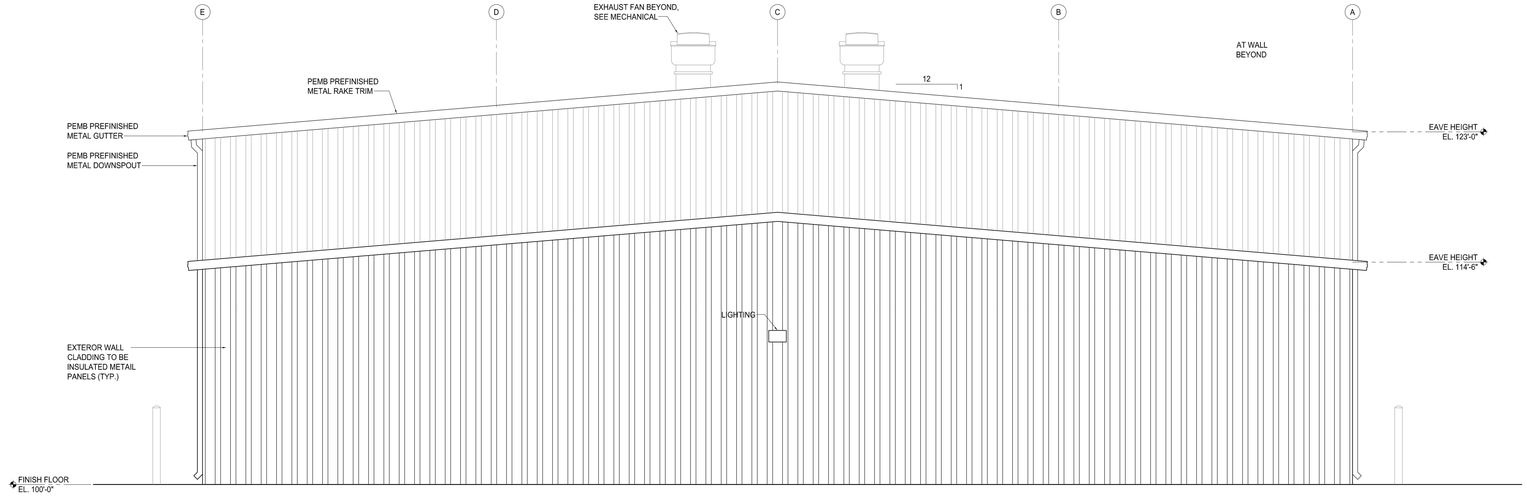
Exterior Elevations

Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING



2 WEST ELEVATION
A-202
0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"



1 EAST ELEVATION
A-202
0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"

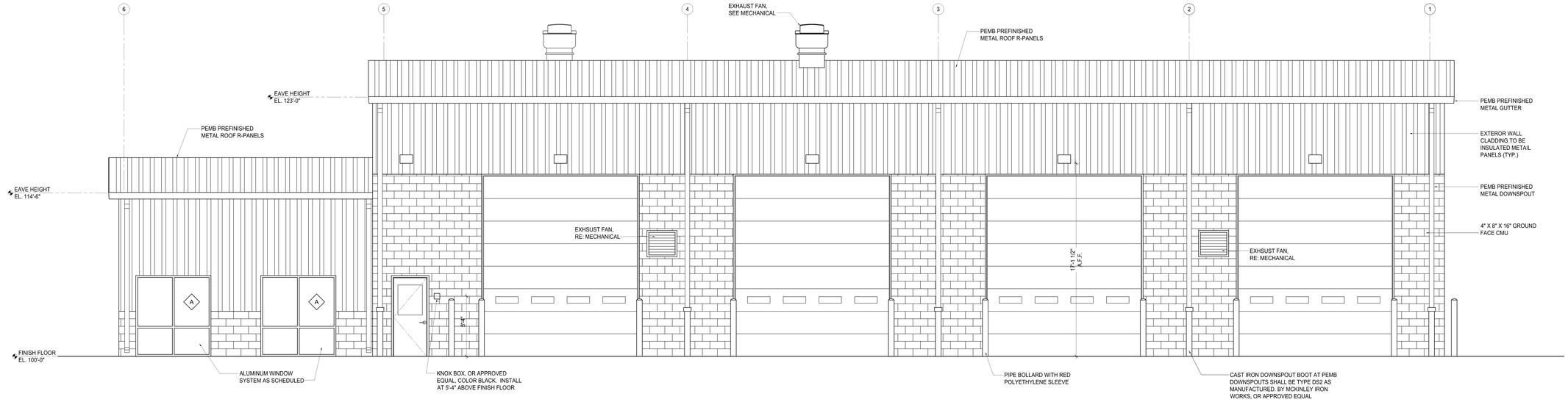
These documents may not be used for regulatory approval, permit or construction.

21120.00

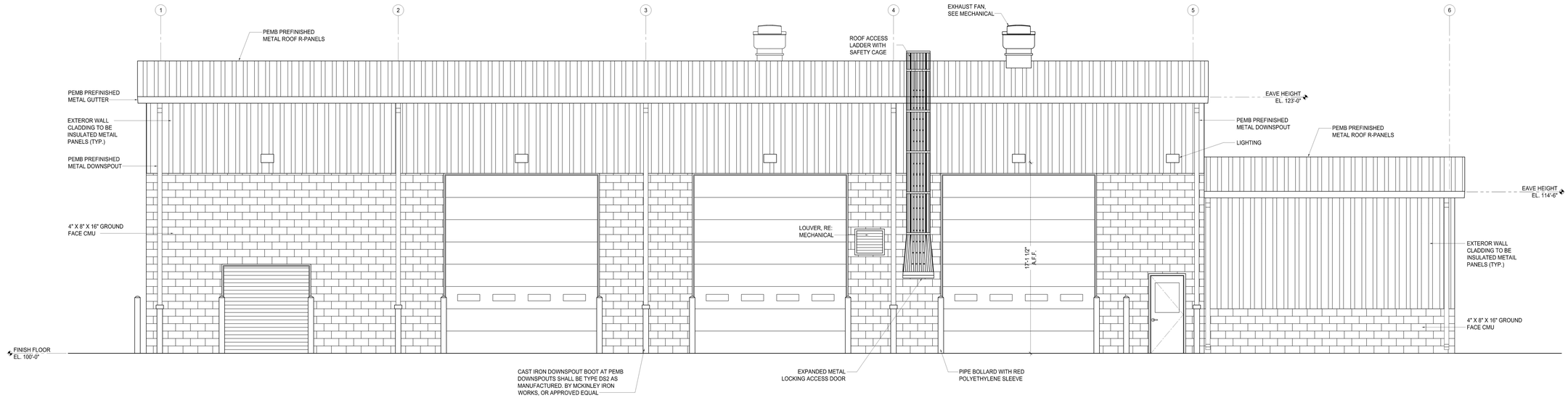
Exterior Elevations

Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING



2 NORTH ELEVATION
A-201 0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"



1 SOUTH ELEVATION
A-201 0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"

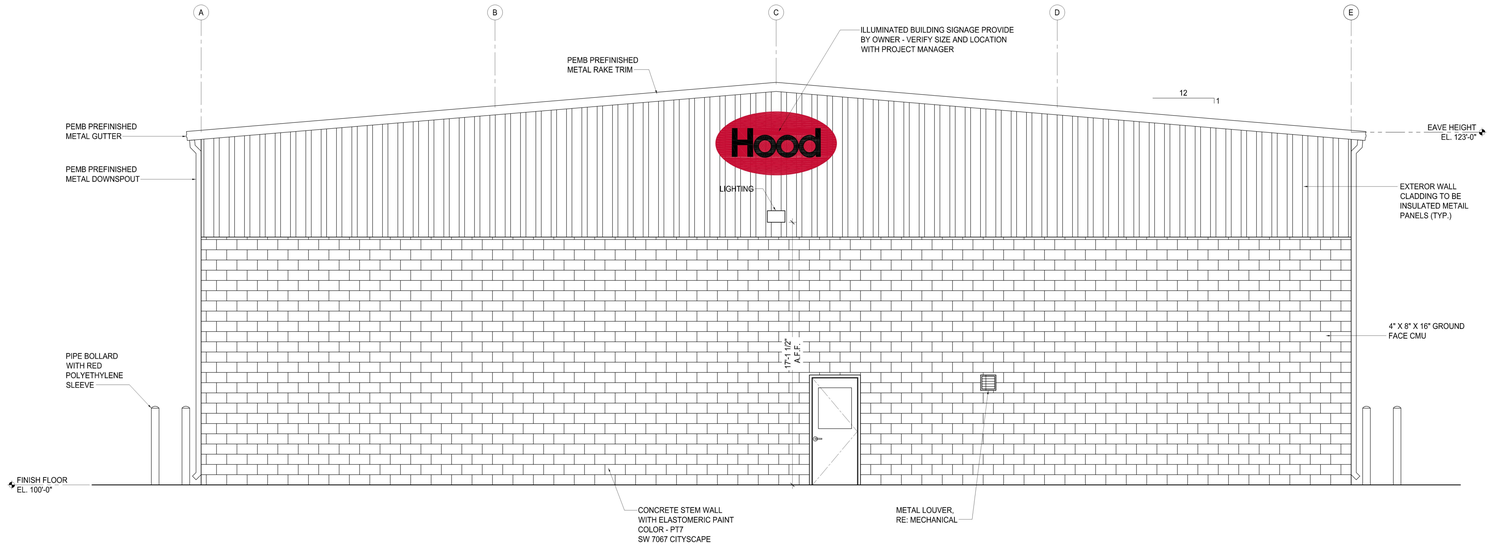
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21120.00

Exterior Elevations

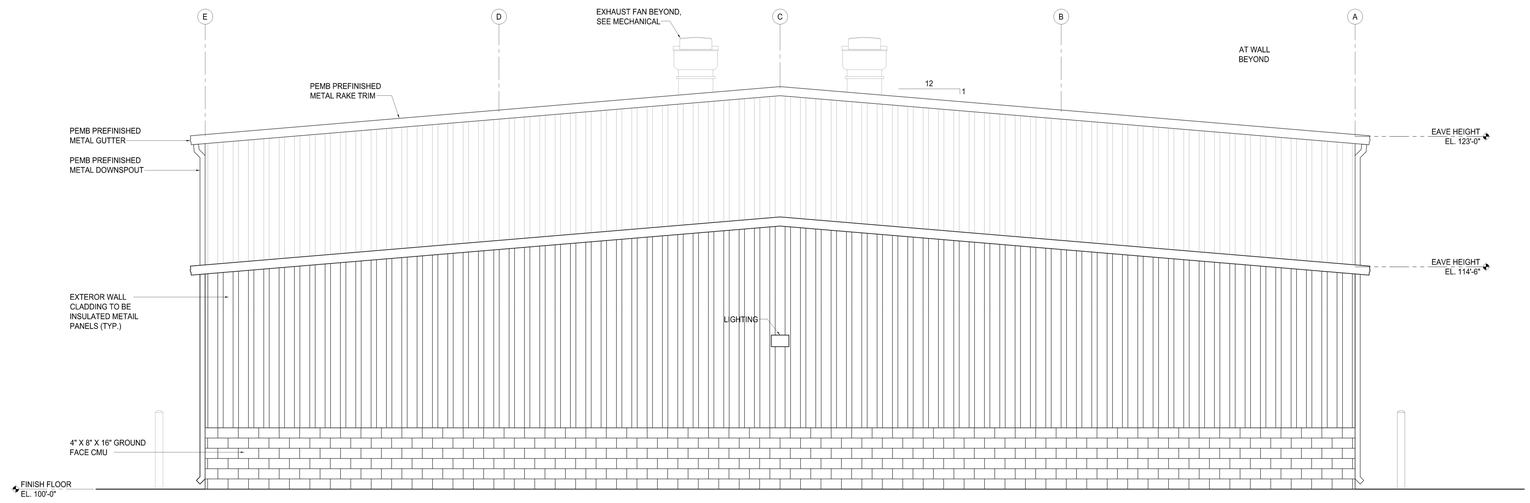
Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT ▪ BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING



2 A-202 WEST ELEVATION

0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"



1 A-202 EAST ELEVATION

0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"

These documents may not be used for regulatory approval, permit or construction.

21120.00

Exterior Elevations

Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING

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

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

1. APPLICATION INFORMATION:

a. Applicant's name (please print): Darrin Gray
Address: 2459 GT drive Phone: _____ Fax: _____
City: Waterloo State: Iowa Zip: 50703
Email: dgray@graytran.com
b. Status of applicant: (a) Owner____ (b) Other X (CHECK ONE): If other explain: City of waterloo to convey under Development Agreement.
c. Property owner's name if different than above (please print): City of Waterloo
Address: 715 Mulberry St Phone: 319.291.4364 Fax: _____
City: Waterloo State: IA Zip: 50703
Email: neel.anderson@waterloo-ia.org

2. PROPERTY INFORMATION:

a. General location of site plan to be amended: North West corner of GT drive & North east drive. Parcel # 8912-20-201-013
b. Legal description of property or portion to be amended: North portion of lot 8 of Northeast Industrial Plat No 1
c. Dimensions of proposed site plan amendment: ~350'x 230'
d. Area of proposed site plan amendment: 80,500 square ft or 1.84 Acres
e. Current zoning: M-2, P
f. Reason(s) for site plan amendment and proposed use(s) of property: Construction of new trucking facility for Maintenance (115'x 75' building size)
g. Conditions (if any) agreed to (does not affect existing conditions unless specified): N/A
h. Other pertinent information (use reverse side if necessary): See Attached Building Plans and Site Plan.

Please Note: If applicant is not the owner of the property, the signature of the owner must be secured. If it is the intent to subdivide (split) any land, vacant or improved in conjunction with this request it must go through a platting process (separate from site plan amendment request).

The filing fee of **$200** (for new or overall amendment), $100 (for individual Building), or $0 (for minor change) (payable to the City of Waterloo) is required. **This fee is non-refundable**. Under no condition shall said sum or any part thereof be refunded for failure of said amendment to be enacted into law. Any major change in any of the information given will require that the request go back through the process, with a new filing fee. If the request is denied no new petition covering the same or portion of the same property shall be filed with or considered by the Planning, Programming, and Zoning Commission until four (4) months have elapsed from the date of denial by the Waterloo City Council. The undersigned certify under oath and under the penalties of perjury that all information on this request and submitted along with it is true and correct. All information submitted will be used by the Waterloo Planning, Programming, and Zoning Commission and the Waterloo City Council in making their decision. The undersigned authorize City Zoning Officials to enter the property in question in regards to the request.

Darrin Gray 11-22-21
Signature of Applicant Date

Signature of Owner Date

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/25/2022

ATTACHMENTS:

	Description	Type
	Final Purchase Agreement	Backup Material

SUBJECT:	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.
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 as to build the area work force with hands on experiences through classes offered at the college. The City has been active in utilizing a state program through Iowa code 657A to obtain abandoned properties. Hawkeye Community College has stepped in to not only redevelop the underutilized sites but also train new work force through their Sustainable Construction and Design program. The first home of the partnership was sold in 2020 for $139,900. The second home sold for $154,400. The third home was listed for $169,900 and received four offers, all over asking price.
Data/Analysis and Strategies:	Sale of Property
Expenditure Required/Source of Funds:	up to $2,500 in Closing costs/Nuisance bonds.
Legal Descriptions:	Mansons Second Addition Lot 10 Block 1

dotloop signature verification: dtlp.us/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) _____

Copyright 2015 The Northeast Iowa Regional Boards of Realtors

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)

Copyright 2015 The Northeast Iowa Regional Board of Realtors

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 — PRINT NAME OF SELLING LICENSEE/BROKERAGE COMPANY	Structure Real Estate
Amy Wienands — PRINT NAME OF LISTING LICENSEE/BROKERAGE COMPANY	Amy Wienands Real Estate

FINAL ACCEPTANCE DATE: 01/25/2022

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CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/25/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material
Legal Description	Backup Material

SUBJECT:

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.

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Recommended Action:

Approval

Summary Statement:

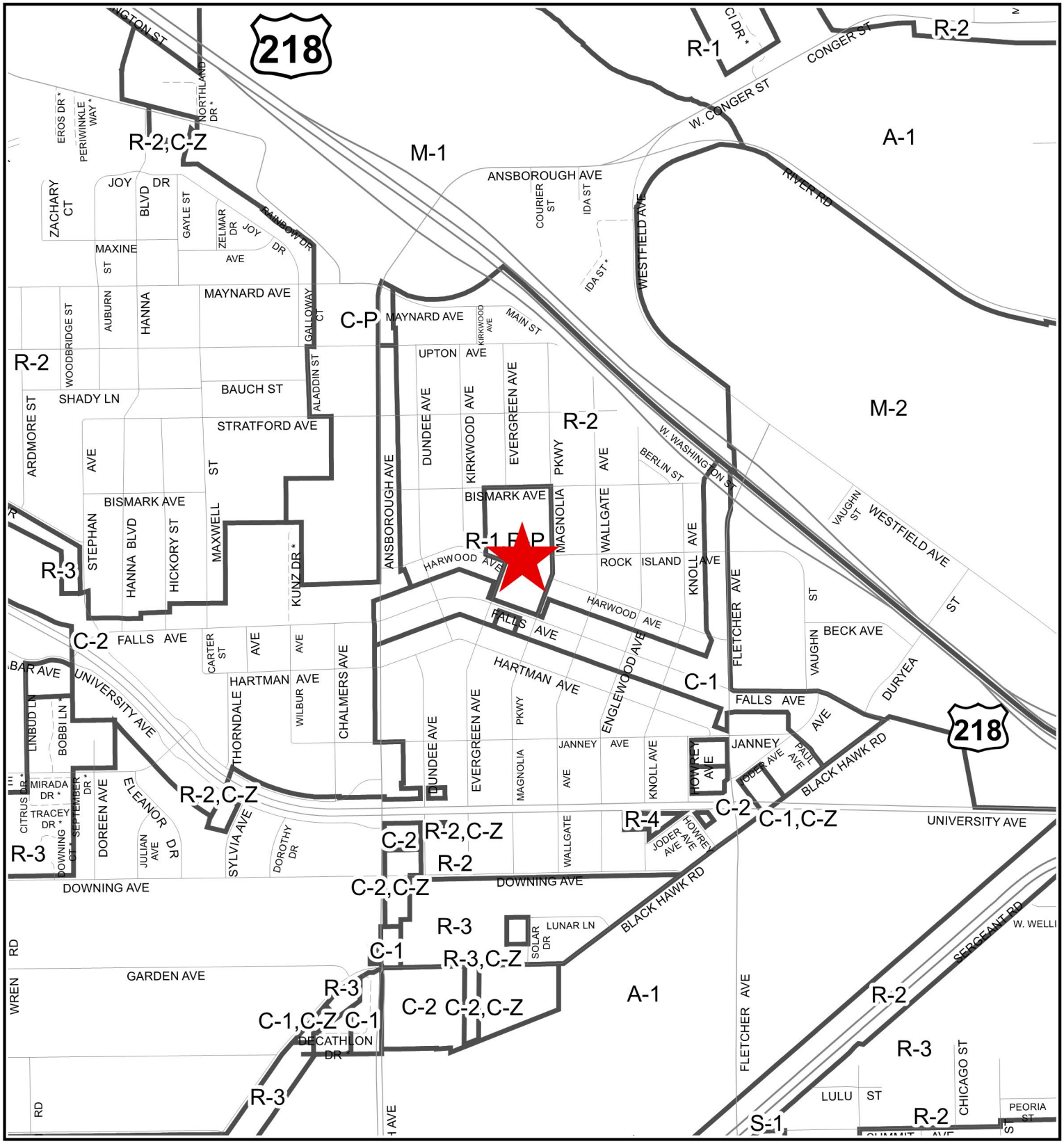
The applicant is requesting to construct 32 new single-family homes at the former Edison School site.

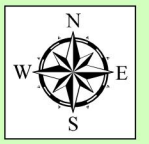
The residential layout is unique given the footprint of the former school, locations of the infrastructure, previous plotted lots of area, and desire to include a park within the design.
As such, Lots 1-11 will have entrance to their lots by an improved alley (26’ wide) from the west. This is an existing alley that will be hard surfaced and 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. The Planning, Programming and Zoning Commission voted 4-1-1 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 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.
Neighborhood Impact:	The 32 single-family home lots will stay in character and size of the existing residential properties in the area with are made up primarily of one-story and one-and-a-half-story homes.
Data/Analysis and Strategies:	Economic Development and Land Use.
Community Engagement Methods:	Public notice was sent out to property owners within 250-feet of the Edison School 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



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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.

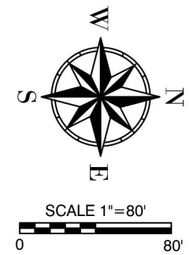
EDISON ADDITON
WATERLOO, IA

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.

KM Fittro 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

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.

City Council Meeting: 2/7/2022
Prepared: 1/25/2022

ATTACHMENTS:

	Description	Type
	Bid Documents RFB RACM Demo Contract RD-2022-02-01P 408 Courtland St	Backup Material
	408 Courtland Street details	Backup Material

SUBJECT:	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.
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.

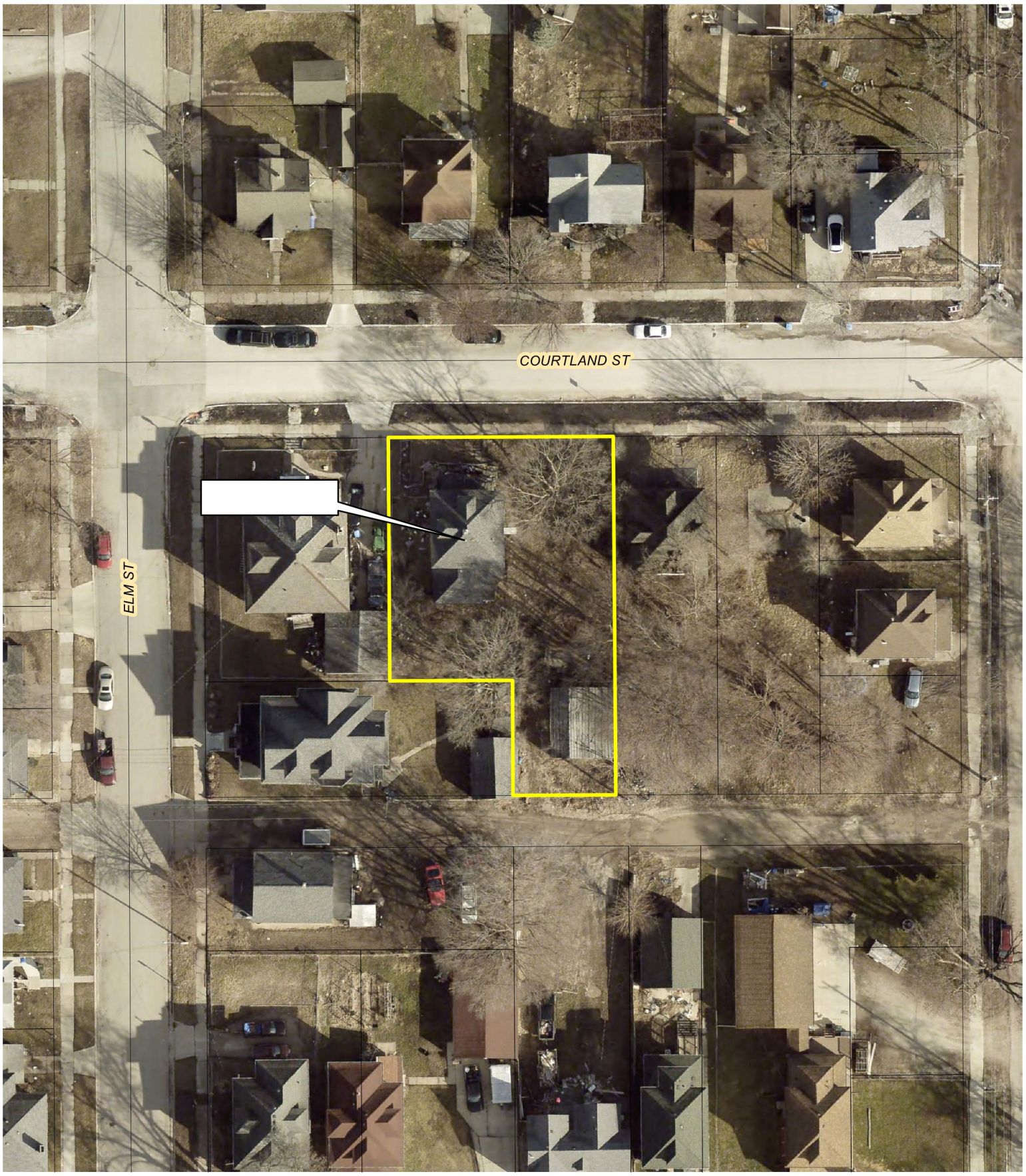
IN WITNESS WHEREOF, the parties have executed this Contract for Demolition and Site Clearance Services as of the date first set forth above.

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	$126	Yes		335183
	September 2021	$126	Yes		
2019	March 2021	$406	Yes		263422
	September 2020	$406	Yes		
2018	March 2020	$0	No		049175
	September 2019	$0	No		
2017	March 2019	$406	Yes		049175
	September 2018	$406	Yes		
2016	March 2018	$0	No		049175
	September 2017	$4	Yes	6/18/2018	
2016	March 2018	$320	Yes	6/18/2018	049175
	September 2017	$320	Yes	6/18/2018	
2016	March 2018	$14	Yes	6/18/2018	049175
	September 2017	$43	Yes	6/18/2018	

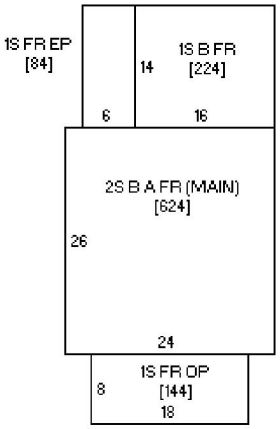
Pay Property Taxes

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







CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/25/2022

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

SUBJECT:	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.
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.
Data/Analysis and Strategies:	Nuisance Abatement and Economic Development, policy 1, 3 and 4.

Expenditure Required/Source of Funds: Estimate $21,000/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

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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

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

HAWKEYE ENVIRONMENTAL

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

eurofins | CEI

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

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

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**

z

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	

CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/18/2022

ATTACHMENTS:

Description	Type
CURA 724 Kirkwood Form	Backup Material
CURA 724 Kirkwood Map	Backup Material

SUBJECT:	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).
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 Residential property under the Consolidated Urban Revitalization Area (CURA).
Data/Analysis and Strategies:	Strategy 3.8: Continue efforts to foster new investments and development in the City's Urban Renewal Areas (TIF Districts) and Consolidated Urban Revitalization Area (CURA).
Expenditure Required/Source of Funds:	None
Legal Descriptions:	First Addition to Galloway Lot 109

For Office Use Only

Date Received: 1/12/22
Received by:
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: Brandon Reyes
ADDRESS: 724 KIRKWOOD AVE
TELEPHONE: 319.961.5162
SIGNATURE:
EMAIL: breyes1121128@gmail.com
DATE: 1.10.22

A. What is the *Address* of the property being improved? 724 KIRKWOOD AVE

What is the *Legal Description* of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)?
Single Family home, Parcel # 8913223100 08
First Addition to Calloway Lot 109

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. ____ 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 TWO STALL 28'x26' GARAGE

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 ✓ No

DO NOT Write Below this line – Office Use Only

E. City of Waterloo Building and Inspections Department Information:
Permit Number: 2021-0016307 Date permit was issued: 11/5/2021 Total permit(s) valuation: $35,000

F. What was the cost of the improvement? $35,000

G. Estimated or actual date of completion of these improvements? December 20, 2021

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: _____

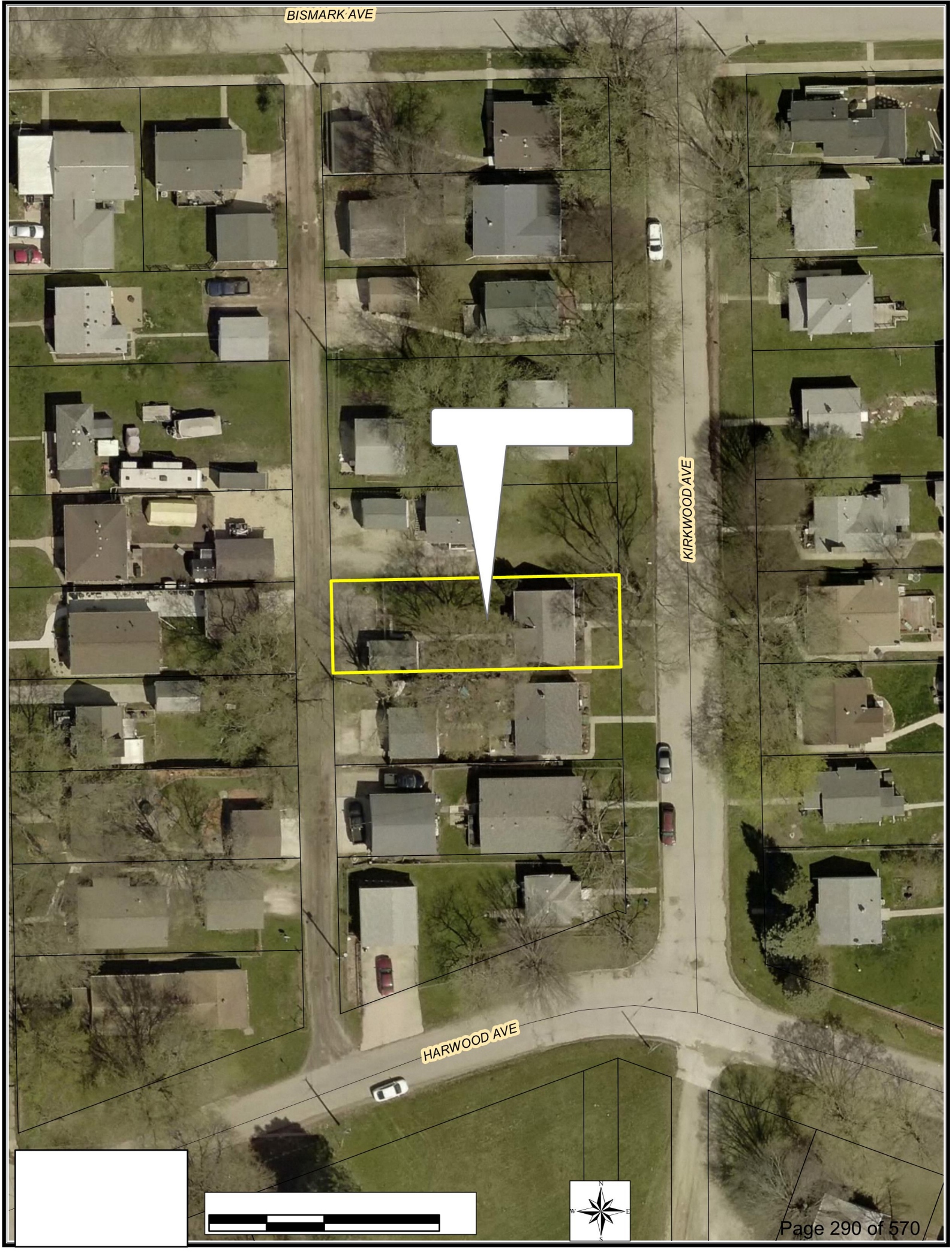
____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

____ APPROVED DATED: _____

____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor


BISMARK AVE
KIRKWOOD AVE
HARWOOD AVE

CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/21/2022

ATTACHMENTS:

Description	Type
CURA 506 Milwaukee Avenue Form	Backup Material
CURA 506 Milwaukee Avenue Map	Backup Material

SUBJECT:	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).
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 Residential property under the Consolidated Urban Revitalization Area (CURA).
Data/Analysis and Strategies:	Strategy 3.8: Continue efforts to foster new investments and development in the City's Urban Renewal Areas (TIF Districts) and Consolidated Urban Revitalization Area (CURA).
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Maywood Third Addition Lot 36

For Office Use Only	
Date Received:	9/24/21
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: Tim Aitchison SIGNATURE: [signature]
ADDRESS: 506 Milwaukee Ave.
TELEPHONE: 319-415-7858 DATE: 8/23/21

A. What is the *Address* of the property being improved? 506 Milwaukee Ave.

What is the *Legal Description* of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)?
Maywood Third Addition Lot 36

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)?
30' X 40' garage

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: 21-6293 Date permit was issued: March 24, 2021 Total permit(s) valuation: $26,900

F. What was the cost of the improvement? $26,900

G. Estimated or actual date of completion of these improvements? 1/21/2022

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


CALHOUN ST
MAYWOOD AVE
SHULTZ ST
MILWAUKEE AVE
ROOSEVELT ST
ANN ST
N
W
E
S

CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/18/2022

ATTACHMENTS:

Description	Type
CLURA 1015 Lois Lane Form	Backup Material
CLURA 1015 Lois Lane Map	Backup Material

SUBJECT:	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).
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:	Parcel "F" of Plat of Survey Doc. #2021-19560 of part of the NW Frl1/4 of Section 2, Township 88 North, Range 13 West of the 5th P.M., Black Hawk County, Iowa.

For Office Use Only	
Date Received:	1/10/22
Received by:	SEHO
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: Steve Hostetler
ADDRESS: 7811 McLine Rd.
TELEPHONE: 319-464-5419
SIGNATURE: Steve K Hostetler
EMAIL: hossbuilders@gmail.com
DATE: January 11, 2022

A. What is the *Address* of the property being improved? 1015 Lois Ln

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

UNPLATTED WATERLOO WEST PART OF NW FRAC 1/4 SEC 2 T 88 R 13 DESC AS BEG AT INTERSECT OF C.L. HAMMOND AVE AND N LINE OF EXTENDED OF LOIS LN TH E PAR TO N LINE LOIS LN 290 FT TO POB TH S 89 DEG 22 MIN W 70.18 FT TH N 01 DEG 24 MIN W 104.73 FT TO S LINE SOUT
(Note: Not to be used on legal documents)

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

C. City of Waterloo Building and Inspections Department Information:
Permit Number: 11006 Date permit was issued: 8/5/2021 Total permit(s) valuation: $265,000
2021-000 11006

D. What was the cost of the new construction? ~~$265,000~~ $320,000

E. Estimated or actual date of completion of this new construction? 2/28/2022

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

CITY OF WATERLOO OFFICE USE ONLY

____ APPROVED DATED: _____ RESOLUTION NO: _____

____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

____ APPROVED DATED: _____

____ DENIED

T.J. Koenigsfeld
Black Hawk County Assessor

Doc ID: 010179060001 Type: GEN
Recorded: 06/10/2021 at 04:00:19 PM
Fee Amt: $75.20 Page 1 of 1
Revenue Tax: $63.20
Black Hawk County Iowa
SANDIE L. SMITH RECORDER
File 2021-00026108

*Nelson Law Firm

Return To: Shannon Simms, 3112 Brockway Road, P.O. Box 1020, Waterloo, Iowa 50704
Taxpayer: Hoss Builders, LLC, 7811 Moline Road, Waterloo, IA 50703
Preparer: Shannon Simms, 3112 Brockway Road, P.O. Box 1020, Waterloo, IA 50704, Phone: 3194157426

63.20

WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, **Ronnie L. Varney**, a single person does hereby Convey to **Hoss Builders, LLC**, a limited liability company organized and existing under the laws of IOWA, the following described real estate in Black Hawk County, Iowa:

Parcel "F" of Plat of Survey Doc. #2021-19560 of part of the NW Frl¼ of Section 2, Township 88 North, Range 13 West of the 5th P.M., Black Hawk County, Iowa.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: June 9, 2021.

Ronnie L. Varney, Grantor

STATE OF IOWA,
COUNTY OF BLACK HAWK

This record was acknowledged before me on June 9, 2021 by Ronnie L. Varney, a single person.

NOTARIAL SEAL IOWA
SHANNON D SIMMS
COMMISSION NO. 765701
MY COMMISSION EXPIRES
DECEMBER 01, 2022

Signature of Notary Public

V132.20XA

(12) 40.000


LANGLEY RD
KAPLAN DR
HAMMOND AVE
LOIS LN
HUNTLEY LN

CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/18/2022

ATTACHMENTS:

Description	Type
CLURA 1403 E Shaulis Road Form	Backup Material
CLURA 1403 E Shaulis Road Map	Backup Material

SUBJECT:	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).
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:	Lot 3, Bacevac Minor Plat No. 1, Waterloo, Black Hawk County, Iowa, recorded in Doc. #2007-15313 and being a part of the Southwest Quarter of Section 11, Township 88 North, Range 13 West of the 5th P.M. Black Hawk County.

For Office Use Only	
Date Received:	1/10/22
Received by:	
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: Todd Eilers **SIGNATURE:** _____

ADDRESS: 232 Reber Ave Waterloo IA **EMAIL:** TJE1227@Gmail.com

TELEPHONE: 319-296-5461 **DATE:** 10/27/2021

A. What is the *Address* of the property being improved? 1403 E.Shaulis Rd. Waterloo Iowa 50701

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

UNPLATTED WATERLOO WEST THAT PART OF THE SE 1/4 SW 1/4 SEC 11 T 88 R 13 COM AT THE SE COR ~~OF LOT 7 GUERNSEYS ORANGE VIEW PLAT THE N89 DEG 27 MIN 07 SEC E 184.08~~ FT ALONG N ROWTH N 244.84FT TO A PT ON S LINE OF LOT4 AFORESAID PLAT TH S 89 DEG 21 MIN 31 ~~W 92.04FT ALONG SAID S LINE AND ALONG S LINE OF LOT 5 TH S 244.69 FT~~ TO PT OF BEG ALSO KNOWN AS LOT 3 OF BACEVAC MINOR PLAT DOC 2007-015313

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

New single family home construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 2021-0007605 Date permit was issued: May 2021 Total permit(s) valuation: 329,195

D. What was the cost of the new construction? $390,000

E. Estimated or actual date of completion of this new construction? 1/15/22

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

Number: 999800012752
Recorded: 7/22/2019 at 11:58:57.0 AM
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 Ibrahim Bacevac and Suada Bacevac
Address 1365 E Shaulis Rd Waterloo IA 50701
Number and Street or RR | City, Town or P.O. | State | Zip

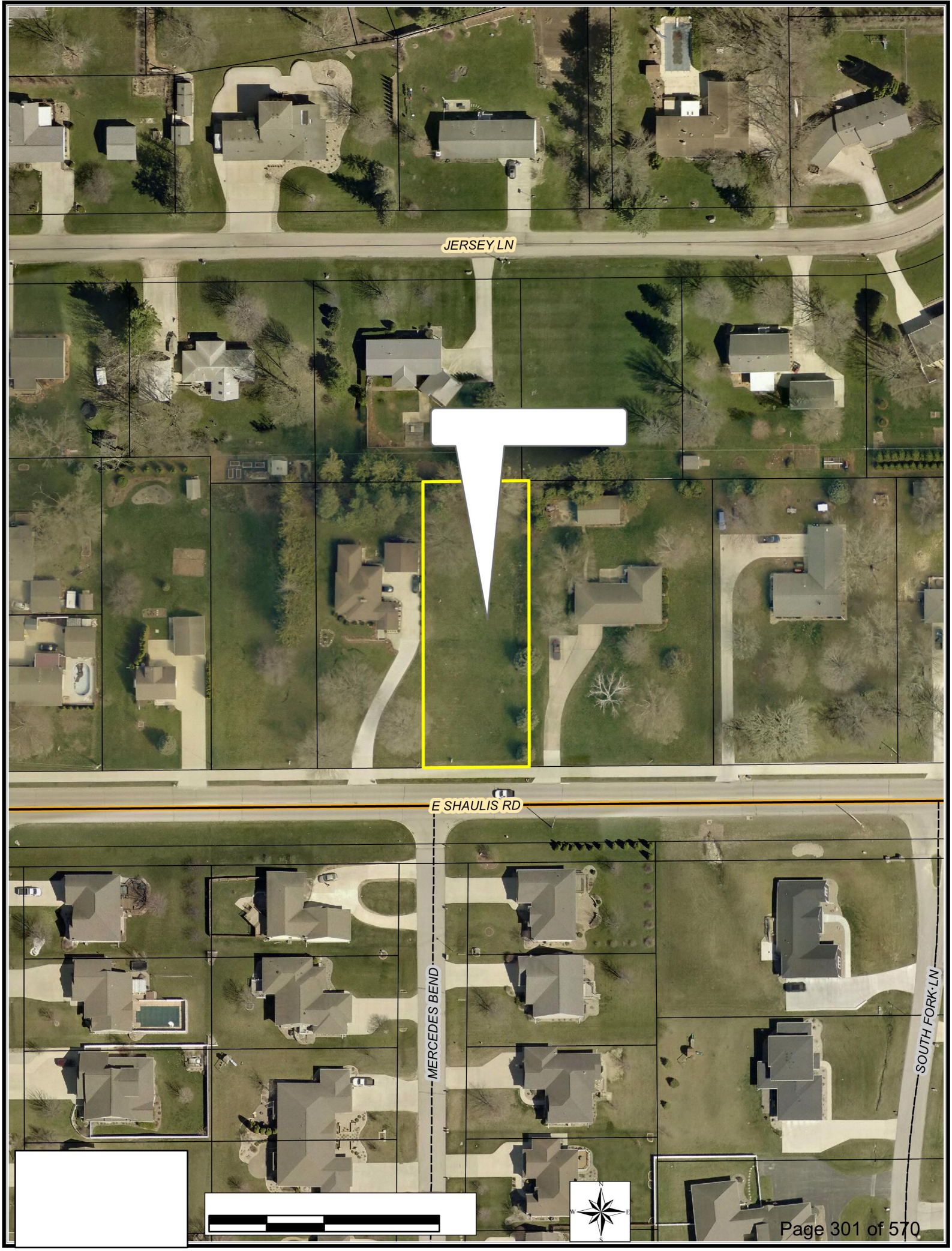
TRANSFEREE:
Name Todd J. Eilers and Emiley K. Eilers
Address 232 Reber Ave Waterloo IA 50701
Number and Street or RR | City, Town or P.O. | State | Zip

Address of Property Transferred:
vacant lot, Waterloo, IA 50701
Number and Street or RR | City, Town or P.O. | State | Zip

Legal Description of Property: (Attach if necessary) Lot 3, Bacevac Minor Plat No. 1, Waterloo, Black Hawk County, Iowa, recorded in Doc. #2007-15313 and being a part of the Southwest Quarter of Section 11, Township 88 North, Range 13 West of the 5th P.M., Black Hawk County.

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.

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


JERSEY LN
E SHAULIS RD
MERCEDES BEND
SOUTH FORK LN

CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/18/2022

ATTACHMENTS:

Description	Type
CLURA 4205 Mourning Dove Drive Form	Backup Material
CLURA 4205 Mourning Dove Drive Map	Backup Material

SUBJECT:	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).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Resolution approving the CLURA application from Robson Homes Inc. for the construction of a new single duplex unit located at 4205 Morning Dove Drive Waterloo, Iowa 50702, valued at $130,000, and authorize Mayor and City Clerk to execute said documents.
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:	CLURA
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadow Estates A Condominium 4205

For Office Use Only
Date Received: 1-14-22
Received by: PM
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: Robson Homes Inc

SIGNATURE:

ADDRESS: 3315 Williams Blvd SW Ste 2 #329

EMAIL: robsonhomes95@gmail.com

TELEPHONE: 319-845-4063

DATE: 1/10/2022

A. What is the *Address* of the property being improved? 4205 Mourning Dove Drive

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

Prairie Meadow Estates A Condominium Unit 4205

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-8918 Date permit was issued: 07/02/2020 Total permit(s) valuation: 100,000.00

D. What was the cost of the new construction? 130,000.00

E. Estimated or actual date of completion of this new construction? 05/10/2021

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: _____

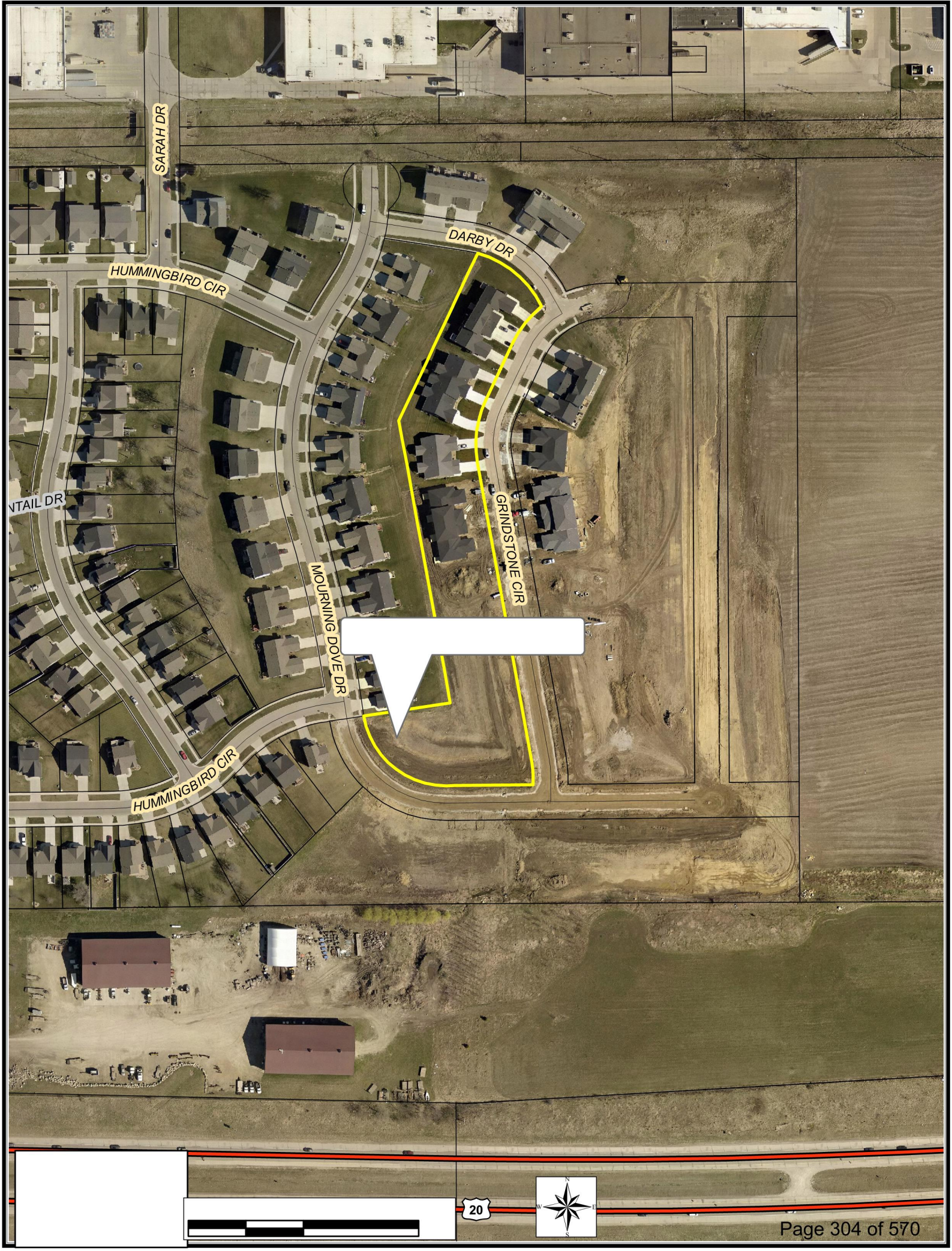
_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

T.J. Koenigsfeld
Black Hawk County Assessor


SARAH DR
DARBY DR
HUMMINGBIRD CIR
NTAIL DR
GRINDSTONE CIR
MOURNING DOVE DR
HUMMINGBIRD CIR
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CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/18/2022

ATTACHMENTS:

Description	Type
CLURA 4207 Mourning Dove Drive Form	Backup Material
CLURA 4207 Mourning Dove Drive Map	Backup Material

SUBJECT:	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).
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:	CLURA
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadow Estates A Condominium 4207

For Office Use Only	
Date Received:	1-14-22
Received by:	pm
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: Robson Homes Inc

ADDRESS: 3315 Williams Blvd SW Ste 2 #329

TELEPHONE: 319-845-4063

SIGNATURE: [signature]

EMAIL: robsonhomes95@gmail.com

DATE: 1/10/2022

A. What is the *Address* of the property being improved? 4207 Mourning Dove Drive

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

Prairie Meadow Estates A Condominium Unit 4207

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-8919 Date permit was issued: 07/02/2020 Total permit(s) valuation: 100,000.00

D. What was the cost of the new construction? 130,000.00

E. Estimated or actual date of completion of this new construction? 05/10/2021

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: _____

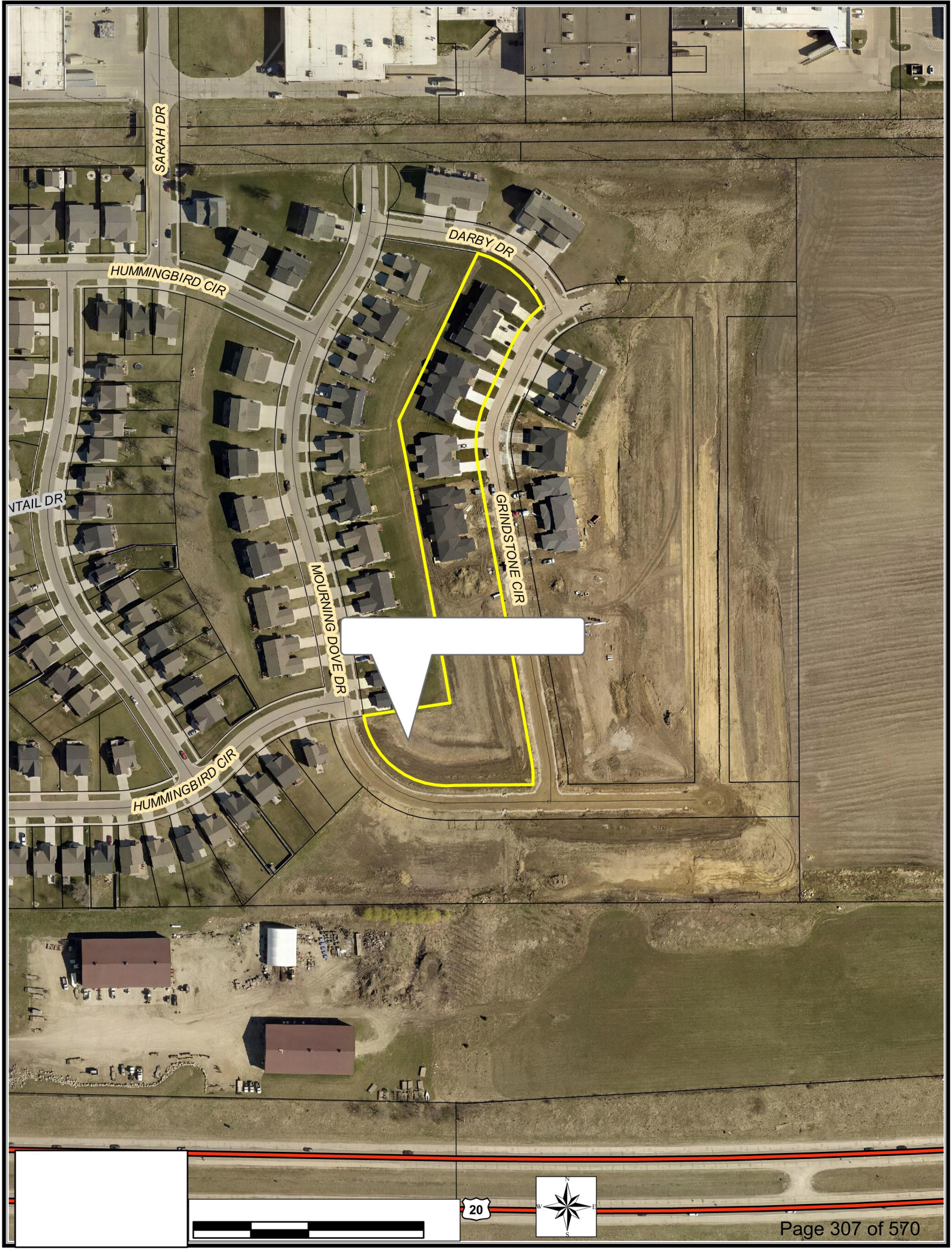
_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor


SARAH DR
DARBY DR
HUMMINGBIRD CIR
NTAIL DR
GRINDSTONE CIR
MOURNING DOVE DR
HUMMINGBIRD CIR
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CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/18/2022

ATTACHMENTS:

Description	Type
CLURA 4210 Mourning Dove Drive Form	Backup Material
CLURA 4210 Mourning Dove Drive Map	Backup Material

SUBJECT:	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).
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:	CLURA
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadow Estates A Condominium 4210

For Office Use Only

Date Received: 1-14-22
Received by: PM
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: Robson Homes Inc
SIGNATURE:
ADDRESS: 3315 Williams Blvd SW Ste 2 #329
EMAIL: robsonhomes95@gmail.com
TELEPHONE: 319-845-4063
DATE: 1/10/2022

A. What is the *Address* of the property being improved? 4210 Mourning Dove Drive

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

Prairie Meadow Estates A Condominium Unit 4210

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-8920 Date permit was issued: 07/02/2020 Total permit(s) valuation: 100,000.00

D. What was the cost of the new construction? 130,000.00

E. Estimated or actual date of completion of this new construction? 08/28/2021

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: _____

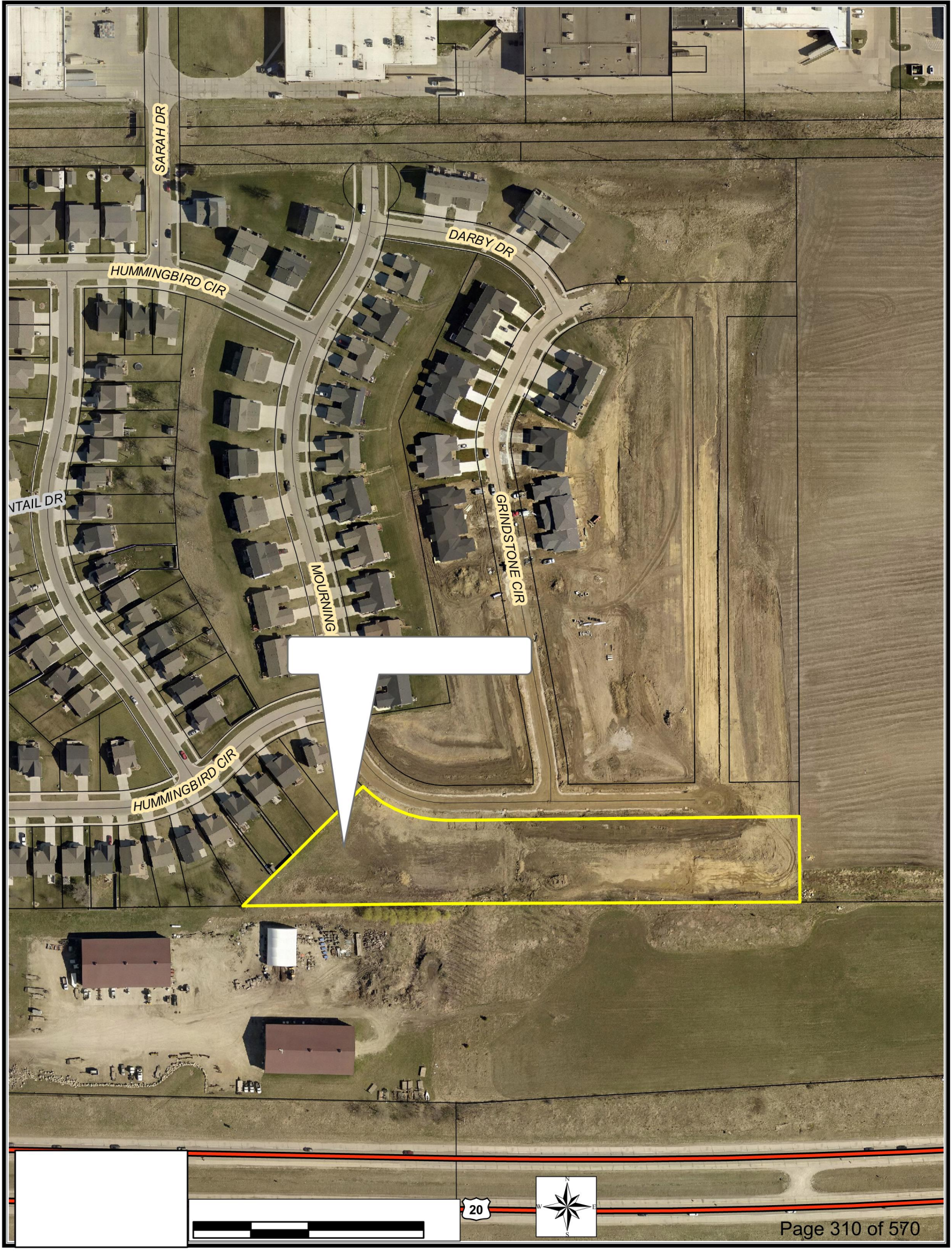
_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor


SARAH DR
DARBY DR
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HUMMINGBIRD CIR
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CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/18/2022

ATTACHMENTS:

Description	Type
CLURA 4212 Mourning Dove Drive Form	Backup Material
CLURA 4212 Mourning Dove Drive Map	Backup Material

SUBJECT:	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).
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:	CLURA
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadow Estates A Condominium 4212

For Office Use Only

Date Received: 1-14-22
Received by:
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: Robson Homes Inc
SIGNATURE:
ADDRESS: 3315 Williams Blvd SW Ste 2 #329
EMAIL: robsonhomes95@gmail.com
TELEPHONE: 319-845-4063
DATE: 1/10/2022

A. What is the *Address* of the property being improved? 4212 Mourning Dove Drive

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

Prairie Meadow Estates A Condominium Unit 4212

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-8921 Date permit was issued: 07/02/2020 Total permit(s) valuation: 100,000.00

D. What was the cost of the new construction? 130,000.00

E. Estimated or actual date of completion of this new construction? 08/28/2021

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: _____

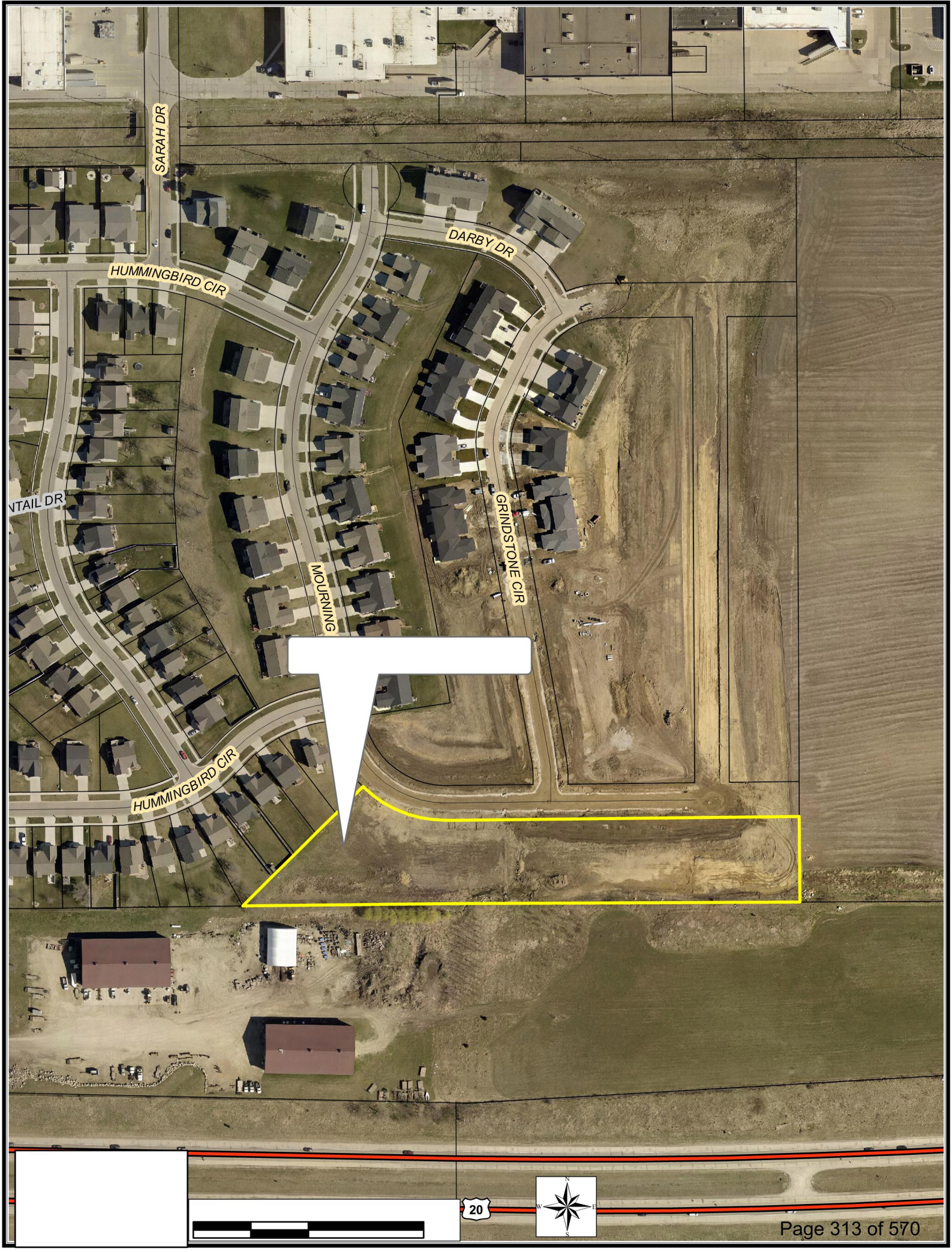
_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

T.J. Koenigsfeld
Black Hawk County Assessor


SARAH DR
DARBY DR
HUMMINGBIRD CIR
NTAIL DR
MOURNING
GRINDSTONE CIR
HUMMINGBIRD CIR
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CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/18/2022

ATTACHMENTS:

Description	Type
CLURA 4220 Mourning Dove Drive Form	Backup Material
CLURA 4220 Mourning Dove Drive Map	Backup Material

SUBJECT:	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).
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:	Prairie Meadow Estates A Condominium Unit 4220

For Office Use Only
Date Received: 1-14-22
Received by:
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: Robson Homes Inc

SIGNATURE: [signature]

ADDRESS: 3315 Williams Blvd SW Ste 2 #329

EMAIL: robsonhomes95@gmail.com

TELEPHONE: 319-845-4063

DATE: 1/10/2022

A. What is the *Address* of the property being improved? 4220 Mourning Dove Drive

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

Prairie Meadow Estates A Condominium Unit 4220

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-8922 Date permit was issued: 07/02/2020 Total permit(s) valuation: 100,000.00

D. What was the cost of the new construction? 130,000.00

E. Estimated or actual date of completion of this new construction? 10/20/2021

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

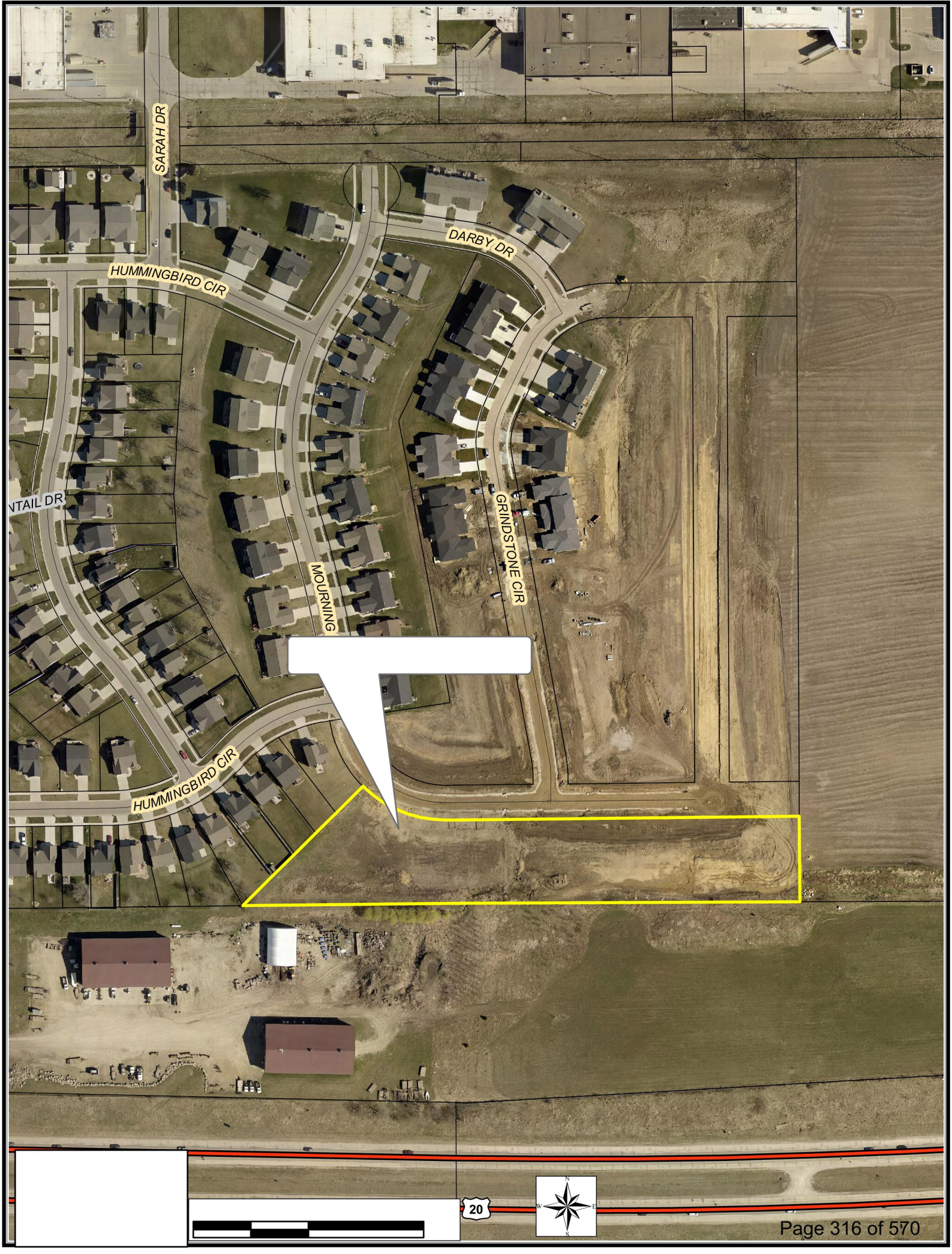
BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____

T.J. Koenigsfeld
Black Hawk County Assessor

_____ DENIED


SARAH DR
DARBY DR
HUMMINGBIRD CIR
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CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/19/2022

ATTACHMENTS:

Description	Type
CLURA 4222 Mourning Dove Drive Form	Backup Material
CLURA 4222 Mourning Dove Drive Map	Backup Material

SUBJECT:	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).
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:	CLURA
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadow Estates A Condominium Unit 4222

For Office Use Only
Date Received: 1-14-22
Received by:
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: Robson Homes Inc

SIGNATURE: [signature]

ADDRESS: 3315 Williams Blvd SW Ste 2 #329

EMAIL: robsonhomes96@gmail.com

TELEPHONE: 319-845-4063

DATE: 1/10/2022

A. What is the *Address* of the property being improved? 4222 Mourning Dove Drive

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

Prairie Meadow Estates A Condominium Unit 4222

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-8923 Date permit was issued: 07/02/2020 Total permit(s) valuation: 100,000.00

D. What was the cost of the new construction? 130,000.00

E. Estimated or actual date of completion of this new construction? 11/04/2021

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: _____

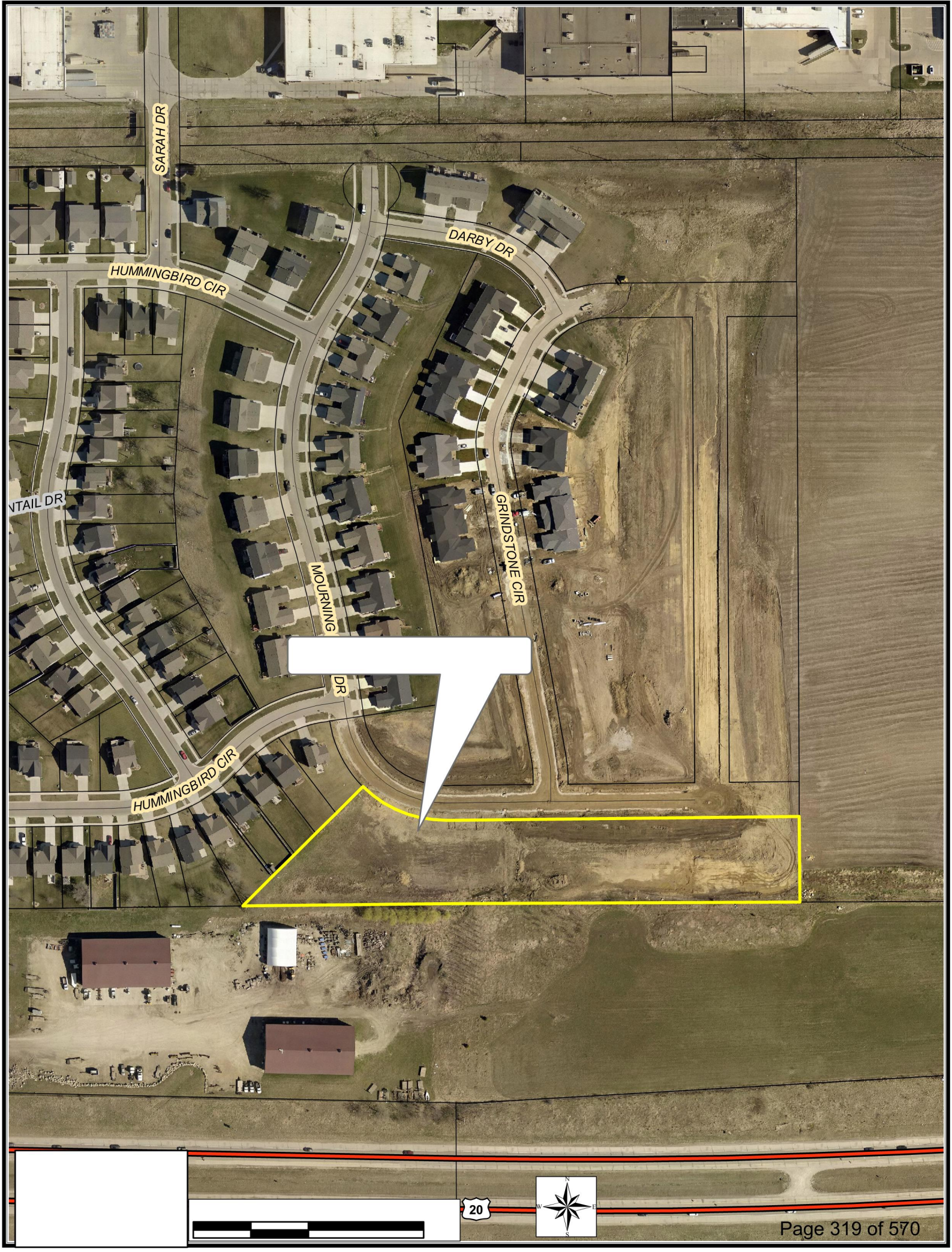
_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor


SARAH DR
DARBY DR
HUMMINGBIRD CIR
NTAIL DR
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GRINDSTONE CIR
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CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/19/2022

ATTACHMENTS:

Description	Type
CLURA 4330 Mourning Dove Drive Form	Backup Material
CLURA 4330 Mourning Dove Drive Map	Backup Material

SUBJECT:	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).
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:	CLURA
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadow Estates A Condominium 4330

For Office Use Only

Date Received: 1-14-22
Received by: MN
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: Robson Homes Inc
SIGNATURE:
ADDRESS: 3315 Williams Blvd SW Ste 2 #329
EMAIL: robsonhomes95@gmail.com
TELEPHONE: 319-845-4063
DATE: 1/10/2022

A. What is the *Address* of the property being improved? 4330 Mourning Dove Drive

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

Prairie Meadow Estates A Condominium Unit 4330

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-8928 Date permit was issued: 07/02/2020 Total permit(s) valuation: 100,000.00

D. What was the cost of the new construction? 130,000.00

E. Estimated or actual date of completion of this new construction? 12/13/2021

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: _____

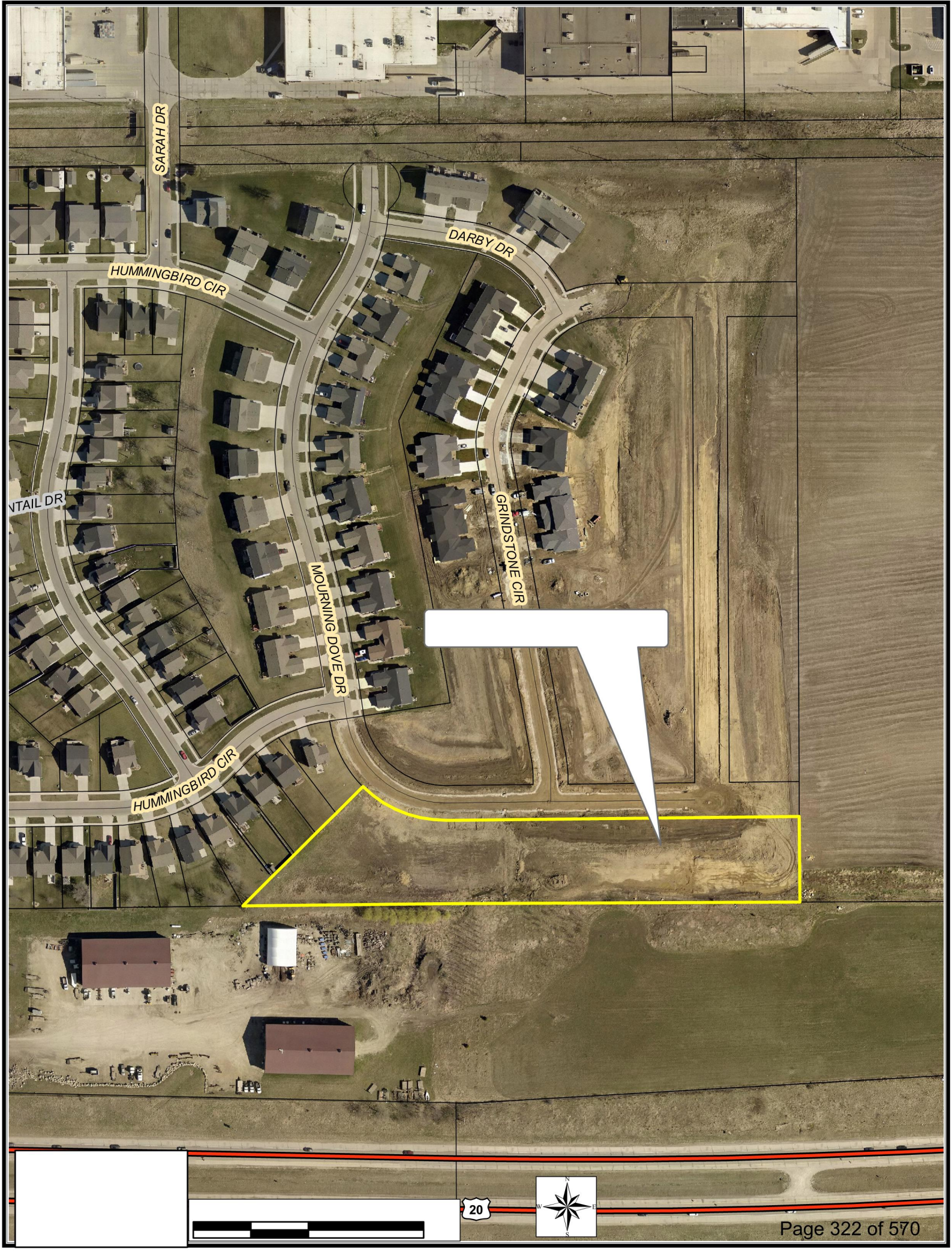
_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

T.J. Koenigsfeld
Black Hawk County Assessor


SARAH DR
DARBY DR
HUMMINGBIRD CIR
NTAIL DR
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CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/19/2022

ATTACHMENTS:

Description	Type
CLURA 4231 Mourning Dove Drive Form	Backup Material
CLURA 4231 Mourning Dove Drive Map	Backup Material

SUBJECT:	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).
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:	CLURA
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadow Estates A Condominium 4231

For Office Use Only

Date Received: 1-14-22
Received by: [illegible]
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: Robson Homes Inc
SIGNATURE: [signature]
ADDRESS: 3315 Williams Blvd SW Ste 2 #329
EMAIL: robsonhomes95@gmail.com
TELEPHONE: 319-845-4063
DATE: 1/10/2022

A. What is the *Address* of the property being improved? 4231 Mourning Dove Drive

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

Prairie Meadow Estates A Condominium Unit 4231

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-8916 Date permit was issued: 07/02/2020 Total permit(s) valuation: 100,000.00

D. What was the cost of the new construction? 130,000.00

E. Estimated or actual date of completion of this new construction? 07/28/2021

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: _____

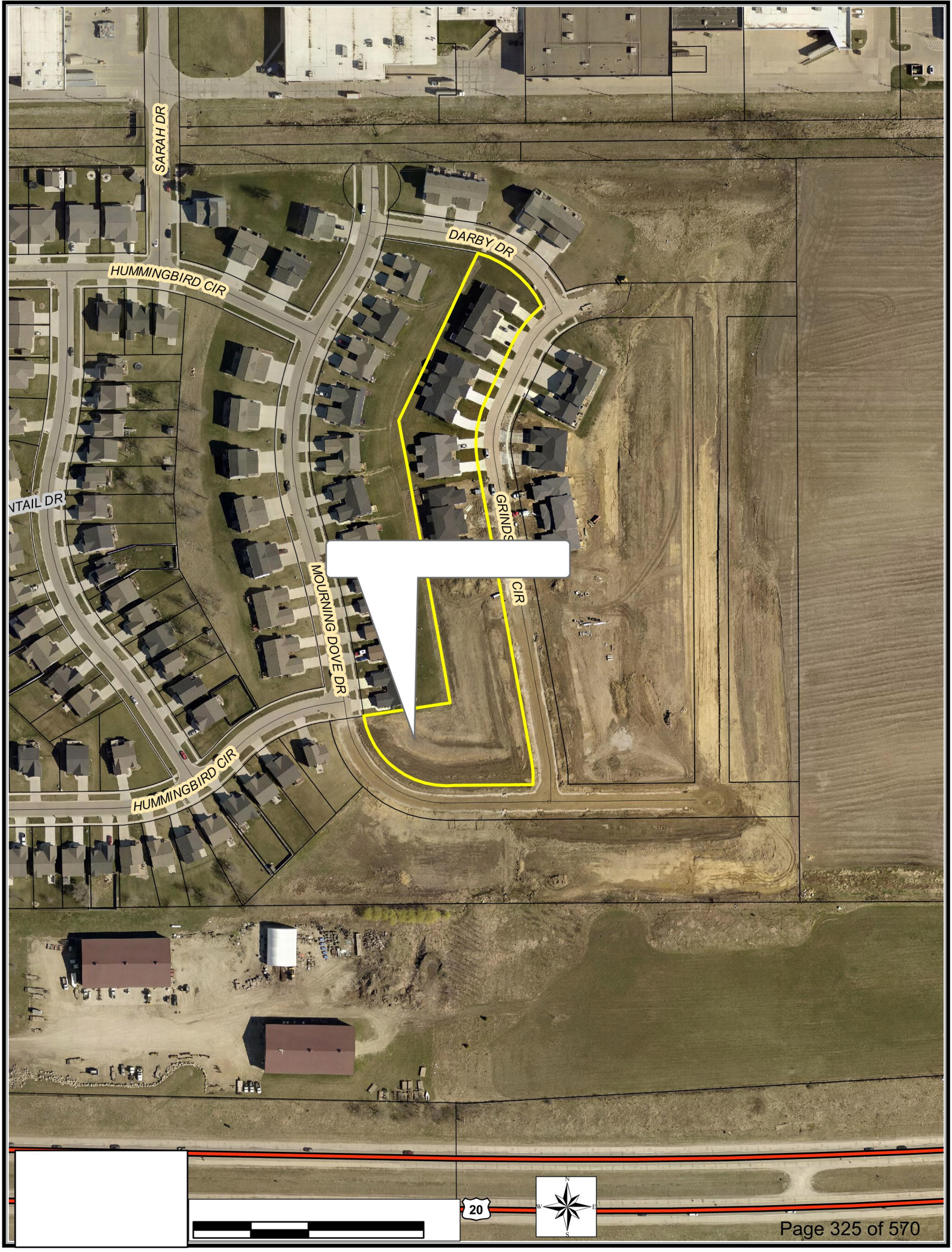
_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor


SARAH DR
DARBY DR
HUMMINGBIRD CIR
NTAIL DR
GRINDS
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CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/19/2022

ATTACHMENTS:

Description	Type
CLURA 4233 Mourning Dove Drive Form	Backup Material
CLURA 4233 Mourning Dove Drive Map	Backup Material

SUBJECT:	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).
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:	Prairie Meadow Estates A Condominium Unit 4233

For Office Use Only	
Date Received:	1-14-22
Received by:	YM
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: Robson Homes Inc

SIGNATURE:

ADDRESS: 3315 Williams Blvd SW Ste 2 #329

EMAIL: robsonhomes95@gmail.com

TELEPHONE: 319-845-4063

DATE: 1/10/2022

A. What is the *Address* of the property being improved? 4233 Mourning Dove Drive

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

Prairie Meadow Estates A Condominium Unit 4233

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-8917 Date permit was issued: 07/02/2020 Total permit(s) valuation: 100,000.00

D. What was the cost of the new construction? 130,000.00

E. Estimated or actual date of completion of this new construction? 08/05/2021

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: _____

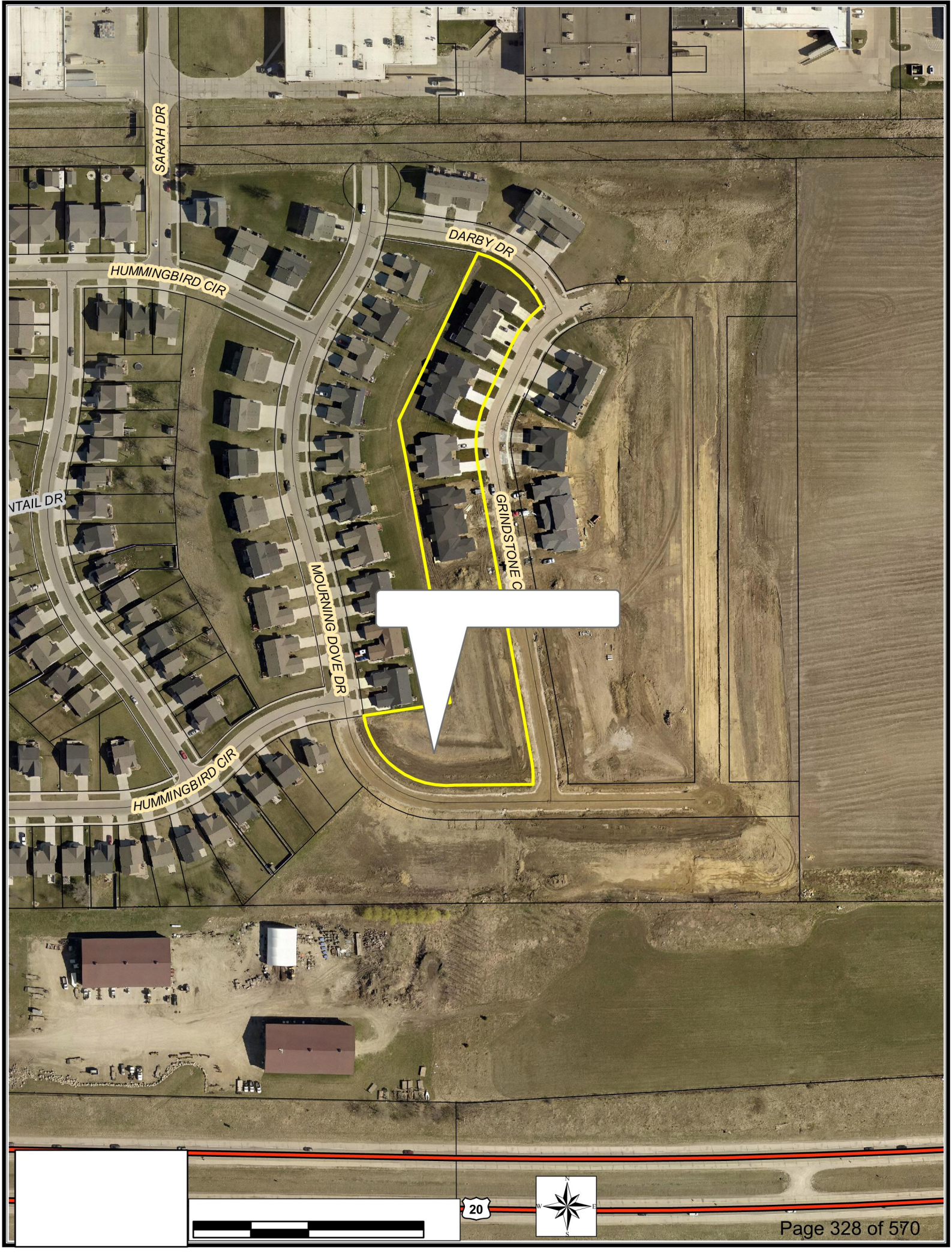
_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

T.J. Koenigsfeld
Black Hawk County Assessor


SARAH DR
DARBY DR
HUMMINGBIRD CIR
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CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/19/2022

ATTACHMENTS:

Description	Type
CLURA 4240 Mourning Dove Drive Form	Backup Material
CLURA 4240 Mourning Dove Drive Map	Backup Material

SUBJECT:	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).
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:	CLURA
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadow Estates A Condominium 4240

For Office Use Only	
Date Received:	1-14-22
Received by:	PM
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: Robson Homes Inc

SIGNATURE: _____

ADDRESS: 3315 Williams Blvd SW Ste 2 #329

EMAIL: robsonhomes95@gmail.com

TELEPHONE: 319-845-4063

DATE: 1/10/2022

A. What is the *Address* of the property being improved? 4240 Mourning Dove Drive

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

Prairie Meadow Estates A Condominium Unit 4240

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-8926 Date permit was issued: 07/02/2020 Total permit(s) valuation: 100,000.00

D. What was the cost of the new construction? 130,000.00

E. Estimated or actual date of completion of this new construction? 11/30/2021

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


SARAH DR
DARBY DR
HUMMINGBIRD CIR
NTAIL DR
GRINDSTONE CIR
MOURNING DOVE DR
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CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/19/2022

ATTACHMENTS:

Description	Type
CLURA 4241 Mourning Dove Drive Form	Backup Material
CLURA 4241 Mourning Dove Drive Map	Backup Material

SUBJECT:	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).
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:	CLURA
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadow Estates A Condominium 4241

For Office Use Only
Date Received: 1-14-22
Received by:
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: Robson Homes Inc

SIGNATURE: [signature]

ADDRESS: 3315 Williams Blvd SW Ste 2 #329

EMAIL: robsonhomes95@gmail.com

TELEPHONE: 319-845-4063

DATE: 1/10/2022

A. What is the *Address* of the property being improved? 4241 Mourning Dove Drive

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

Prairie Meadow Estates A Condominium Unit 4241

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-8912 Date permit was issued: 07/02/2020 Total permit(s) valuation: 100,000.00

D. What was the cost of the new construction? 130,000.00

E. Estimated or actual date of completion of this new construction? 10/25/2021

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: _____

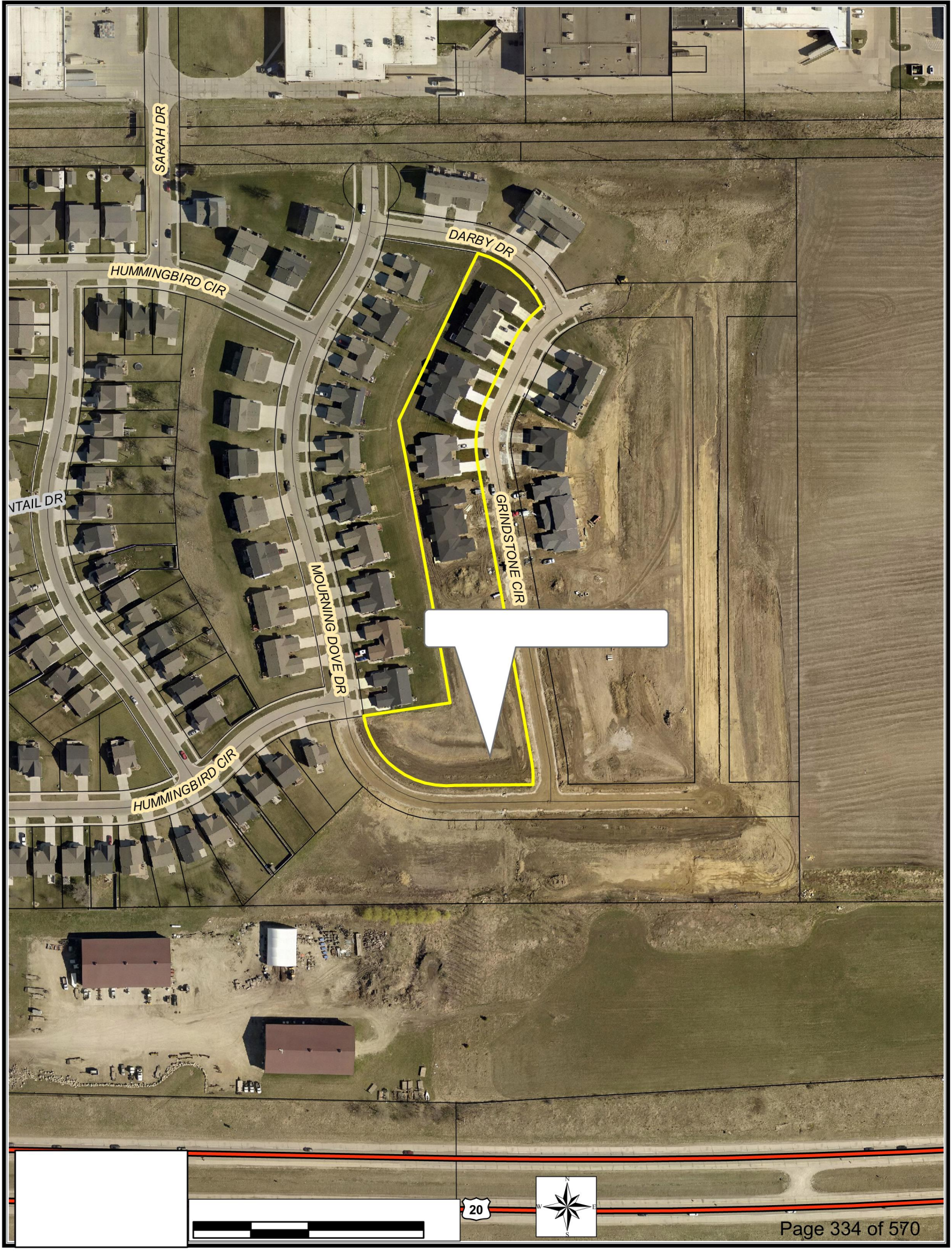
_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor


SARAH DR
DARBY DR
HUMMINGBIRD CIR
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CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/19/2022

ATTACHMENTS:

Description	Type
4242 Mourning Dove Drive Form	Backup Material
4242 Mourning Dove Drive Map	Backup Material

SUBJECT:	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).
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:	CLURA
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadow Estates A Condominium 4242

For Office Use Only

Date Received: 1-14-22
Received by:
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: Robson Homes Inc
SIGNATURE:
ADDRESS: 3315 Williams Blvd SW Ste 2 #329
EMAIL: robsonhomes99@gmail.com
TELEPHONE: 319-845-4063
DATE: 1/10/2022

A. What is the *Address* of the property being improved? 4242 Mourning Dove Drive

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

Prairie Meadow Estates A Condominium Unit 4242

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-8927 Date permit was issued: 07/02/2020 Total permit(s) valuation: 100,000.00

D. What was the cost of the new construction? 130,000.00

E. Estimated or actual date of completion of this new construction? 12/15/2021

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: _____

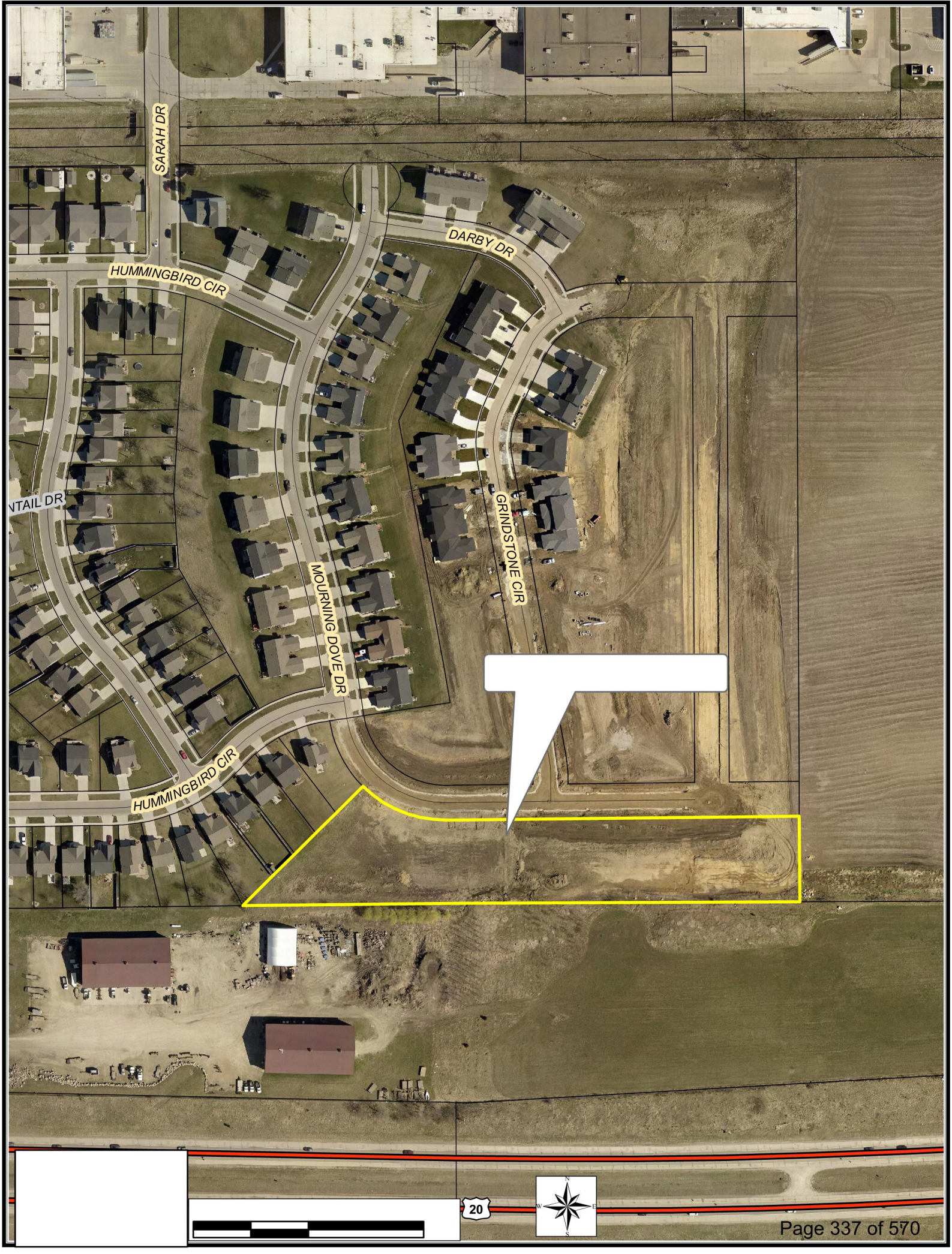
_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

T.J. Koenigsfeld
Black Hawk County Assessor


SARAH DR
DARBY DR
HUMMINGBIRD CIR
NTAIL DR
GRINDSTONE CIR
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CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/19/2022

ATTACHMENTS:

Description	Type
CLURA 4243 Mourning Dove Drive Form	Backup Material
CLURA 4243 Mourning Dove Drive Map	Backup Material

SUBJECT:	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).
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:	CLURA
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadow Estates A Condominium 4243

For Office Use Only

Date Received: 1-14-22
Received by:
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: Robson Homes Inc
SIGNATURE:
ADDRESS: 3315 Williams Blvd SW Ste 2 #329
EMAIL: robsonhomes98@gmail.com
TELEPHONE: 319-845-4063
DATE: 1/10/2022

A. What is the *Address* of the property being improved? 4243 Mourning Dove Drive

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

Prairie Meadow Estates A Condominium Unit 4243

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-8914 Date permit was issued: 07/02/2020 Total permit(s) valuation: 100,000.00

D. What was the cost of the new construction? 130,000.00

E. Estimated or actual date of completion of this new construction? 09/25/2021

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: _____

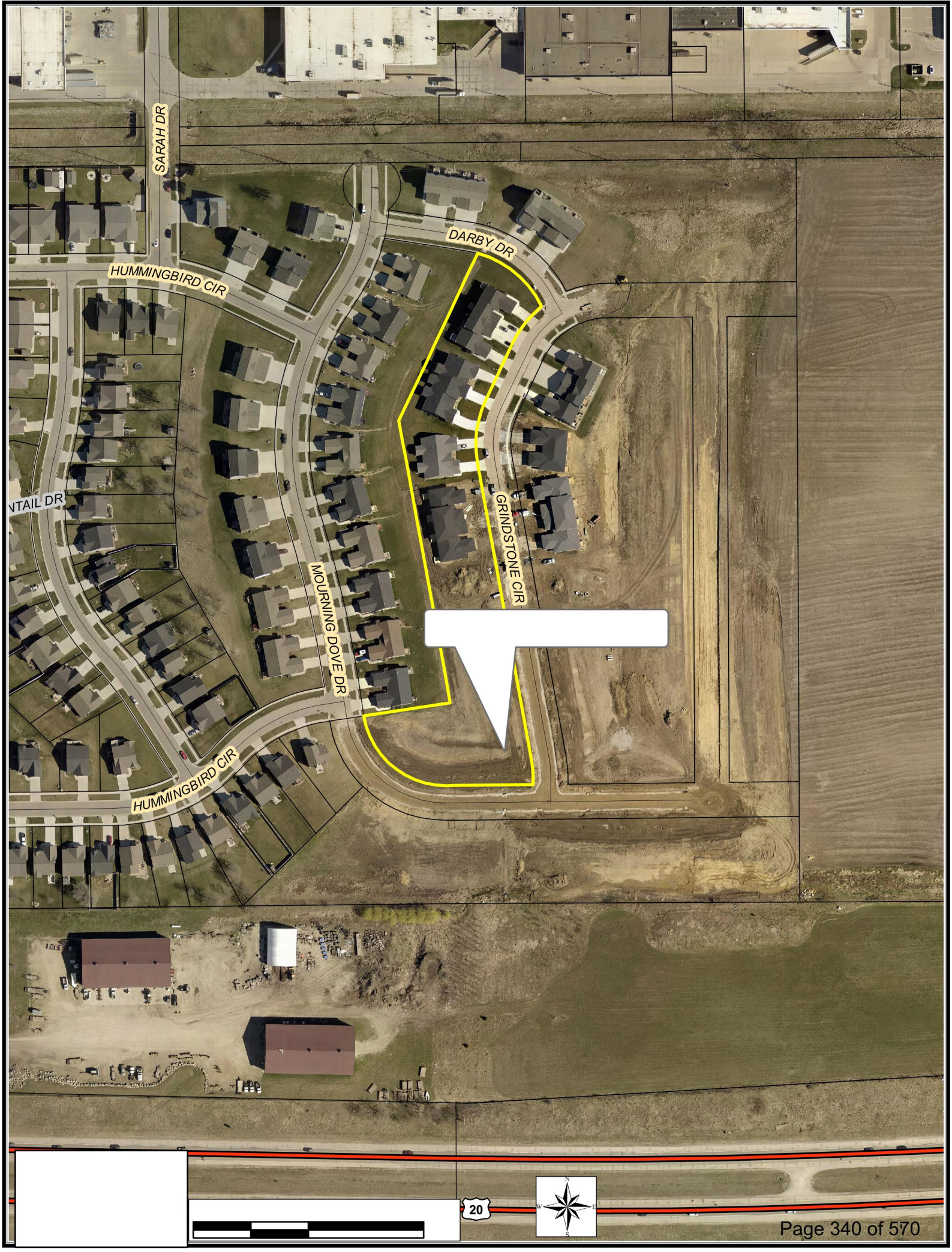
_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

T.J. Koenigsfeld
Black Hawk County Assessor


SARAH DR
DARBY DR
HUMMINGBIRD CIR
NTAIL DR
GRINDSTONE CIR
MOURNING DOVE DR
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CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/19/2022

ATTACHMENTS:

Description	Type
CLURA 843 Grindstone Circle Form	Backup Material
CLURA 843 Grindstone Circle Map	Backup Material

SUBJECT:	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).
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:	CLURA
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadow Estates A Condominium Unit 843

For Office Use Only
Date Received: 1-13-22
Received by: PA
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: Robson Homes Inc

SIGNATURE: [signature]

ADDRESS: 3315 Williams Blvd SW Ste 2 #329

EMAIL: robsonhomes95@gmail.com

TELEPHONE: 319-845-4063

DATE: 1/10/2022

A. What is the *Address* of the property being improved? 843 Grindstone Circle

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

Prairie Meadow Estates A Condominium Unit 843

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-5914 Date permit was issued: 03/10/2020 Total permit(s) valuation: 100,000.00

D. What was the cost of the new construction? 130,000.00

E. Estimated or actual date of completion of this new construction? 02-09-2021

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: _____

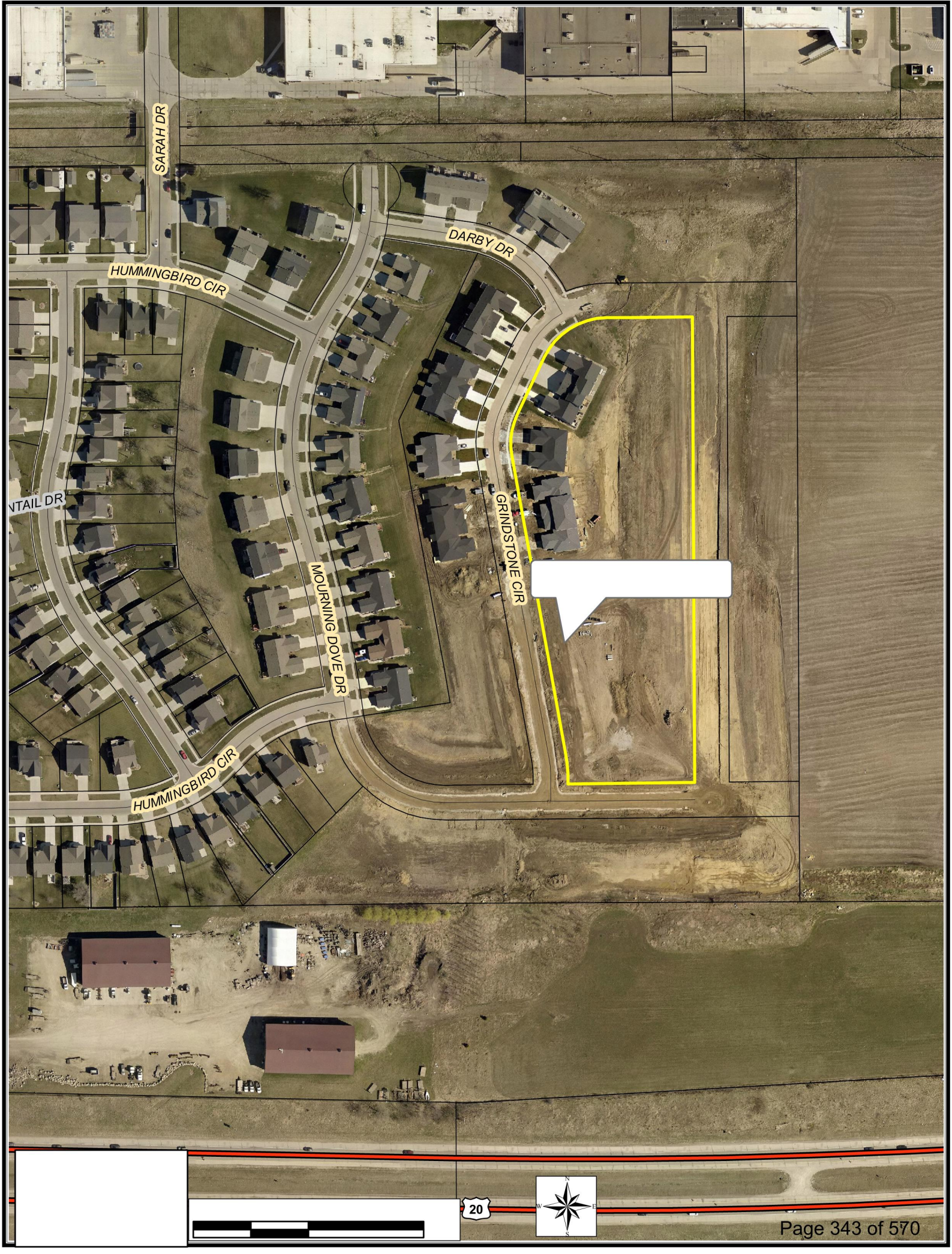
_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor


SARAH DR
DARBY DR
HUMMINGBIRD CIR
NTAIL DR
GRINDSTONE CIR
MOURNING DOVE DR
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CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/19/2022

ATTACHMENTS:

Description	Type
CLURA 851 Grindstone Circle Form	Backup Material
CLURA 851 Grindstone Circle Map	Backup Material

SUBJECT:	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).
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:	CLURA
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadow Estates A Condominium Unit 851

For Office Use Only
Date Received: 1-13-22
Received by:
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: Robson Homes Inc

SIGNATURE: [signature]

ADDRESS: 3315 Williams Blvd SW Ste 2 #329

EMAIL: robsonhomes85@gmail.com

TELEPHONE: 319-845-4063

DATE: 1/10/2022

A. What is the *Address* of the property being improved? 851 Grindstone Circle

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

Prairie Meadow Estates A Condominium Unit 851

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-6292 Date permit was issued: 03/31/2020 Total permit(s) valuation: 100,000.00

D. What was the cost of the new construction? 130,000.00

E. Estimated or actual date of completion of this new construction? 04/01/2021

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: _____

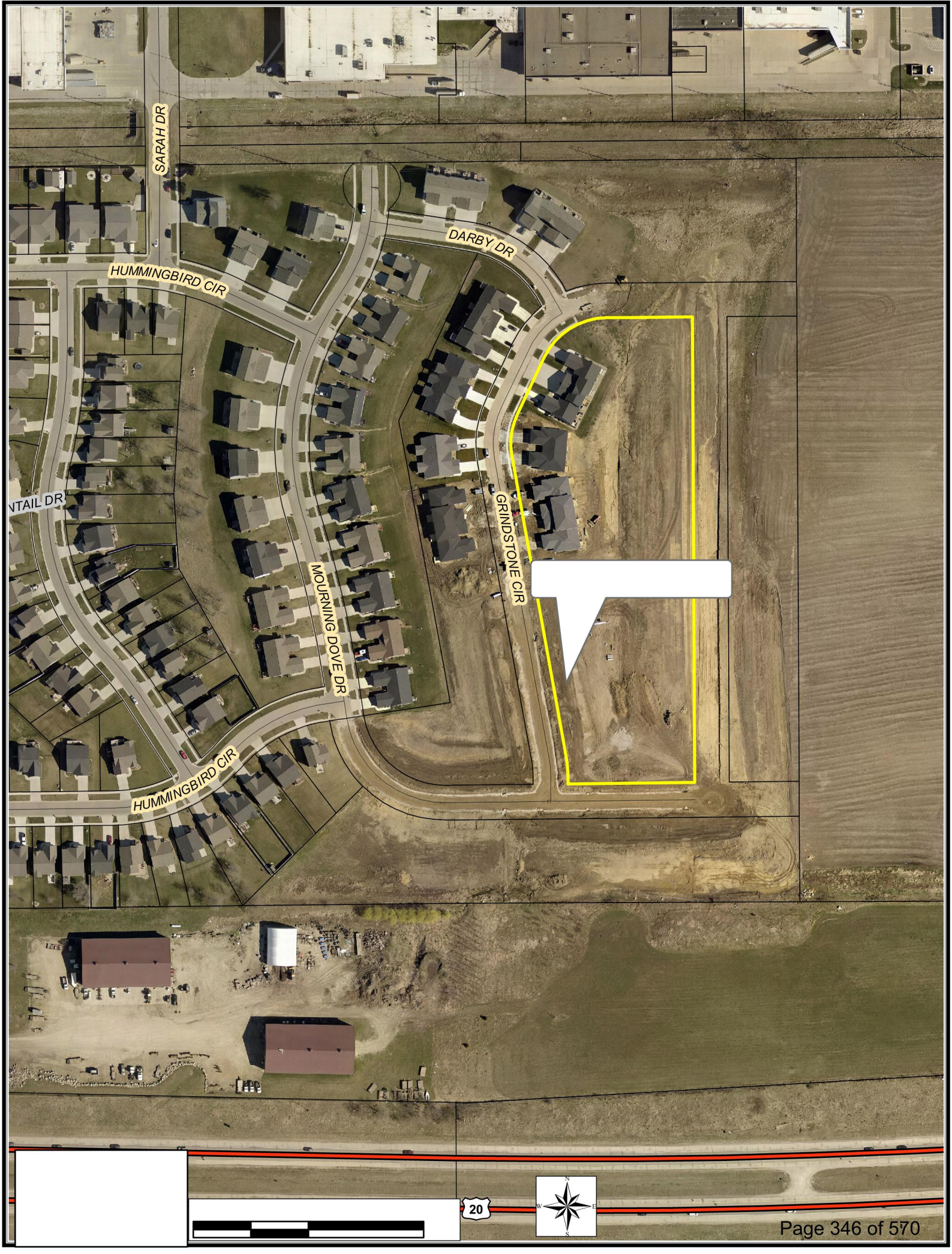
_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor


SARAH DR
DARBY DR
HUMMINGBIRD CIR
NTAIL DR
GRINDSTONE CIR
MOURNING DOVE DR
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CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/19/2022

ATTACHMENTS:

Description	Type
CLURA 853 Grindstone Circle Form	Backup Material
CLURA 853 Grindstone Circle Map	Backup Material

SUBJECT:	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).
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:	CLURA
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadow Estates A Condominium Unit 853

For Office Use Only

Date Received: 1-13-22
Received by: [illegible]
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:

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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: Robson Homes Inc
SIGNATURE: [signature]
ADDRESS: 3315 Williams Blvd SW Ste 2 #329
EMAIL: robsonhomes95@gmail.com
TELEPHONE: 319-845-4063
DATE: 1/10/2022

A. What is the *Address* of the property being improved? 853 Grindstone Circle

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

Prairie Meadow Estates A Condominium Unit 853

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-6293 Date permit was issued: 03/31/2020 Total permit(s) valuation: 100,000.00

D. What was the cost of the new construction? 130,000.00

E. Estimated or actual date of completion of this new construction? 04/01/2021

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: _____

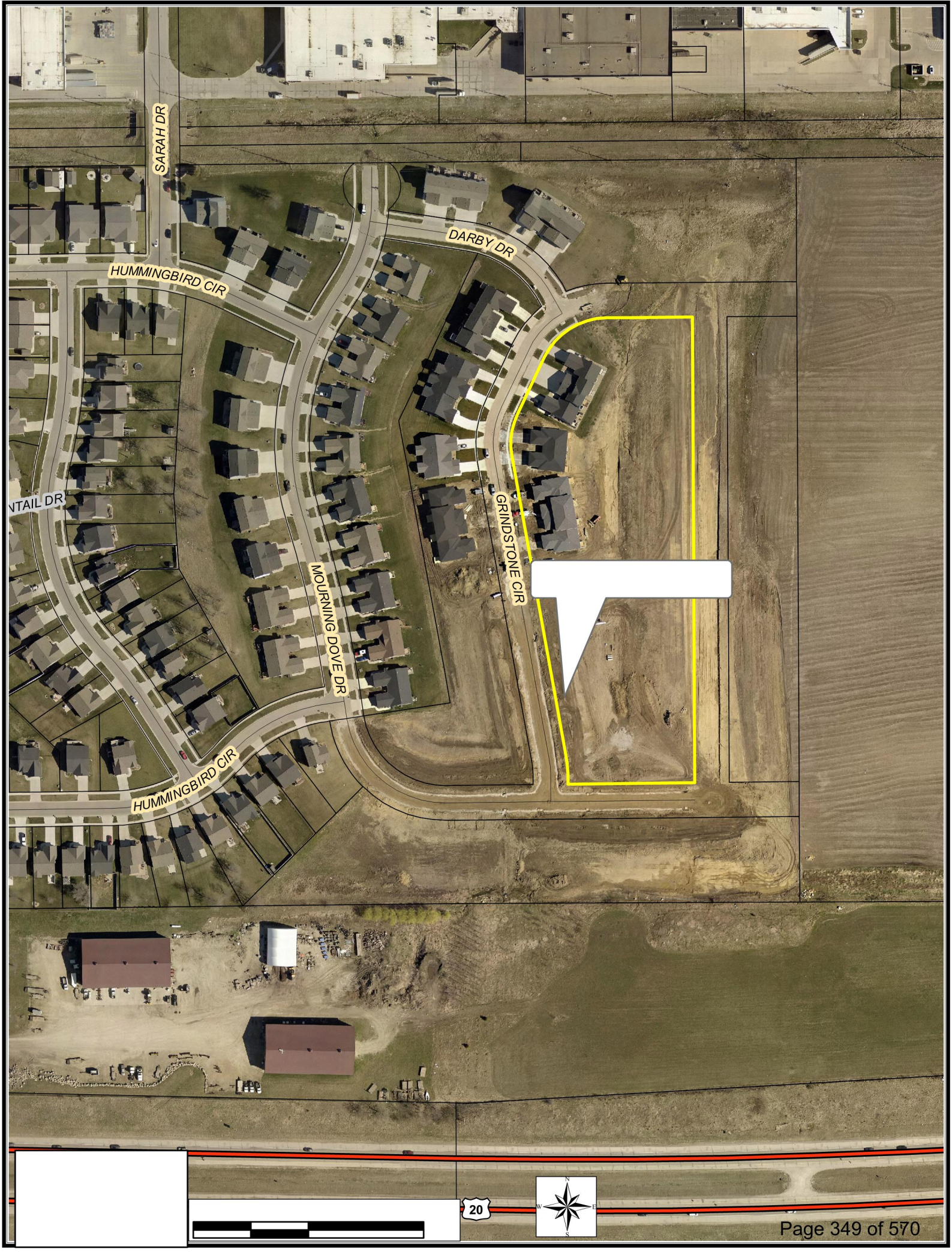
_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor


SARAH DR
DARBY DR
HUMMINGBIRD CIR
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GRINDSTONE CIR
MOURNING DOVE DR
HUMMINGBIRD CIR
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CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/19/2022

ATTACHMENTS:

Description	Type
CLURA 861 Grindstone Circle Form	Backup Material
CLURA 861 Grindstone Circle Map	Backup Material

SUBJECT:	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).
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:	CLURA
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadow Estates A Condominium 861

For Office Use Only
Date Received: 1-13-22
Received by: PA
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.

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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: Robson Homes Inc

SIGNATURE: [signature]

ADDRESS: 3315 Williams Blvd SW Ste 2 #329

EMAIL: robsonhomes95@gmail.com

TELEPHONE: 319-845-4063

DATE: 1/10/2022

A. What is the *Address* of the property being improved? 861 Grindstone Circle

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

Prairie Meadow Estates A Condominium Unit 861

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-6294 Date permit was issued: 03/31/2020 Total permit(s) valuation: 100,000.00

D. What was the cost of the new construction? 130,000.00

E. Estimated or actual date of completion of this new construction? 05/15/2021

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

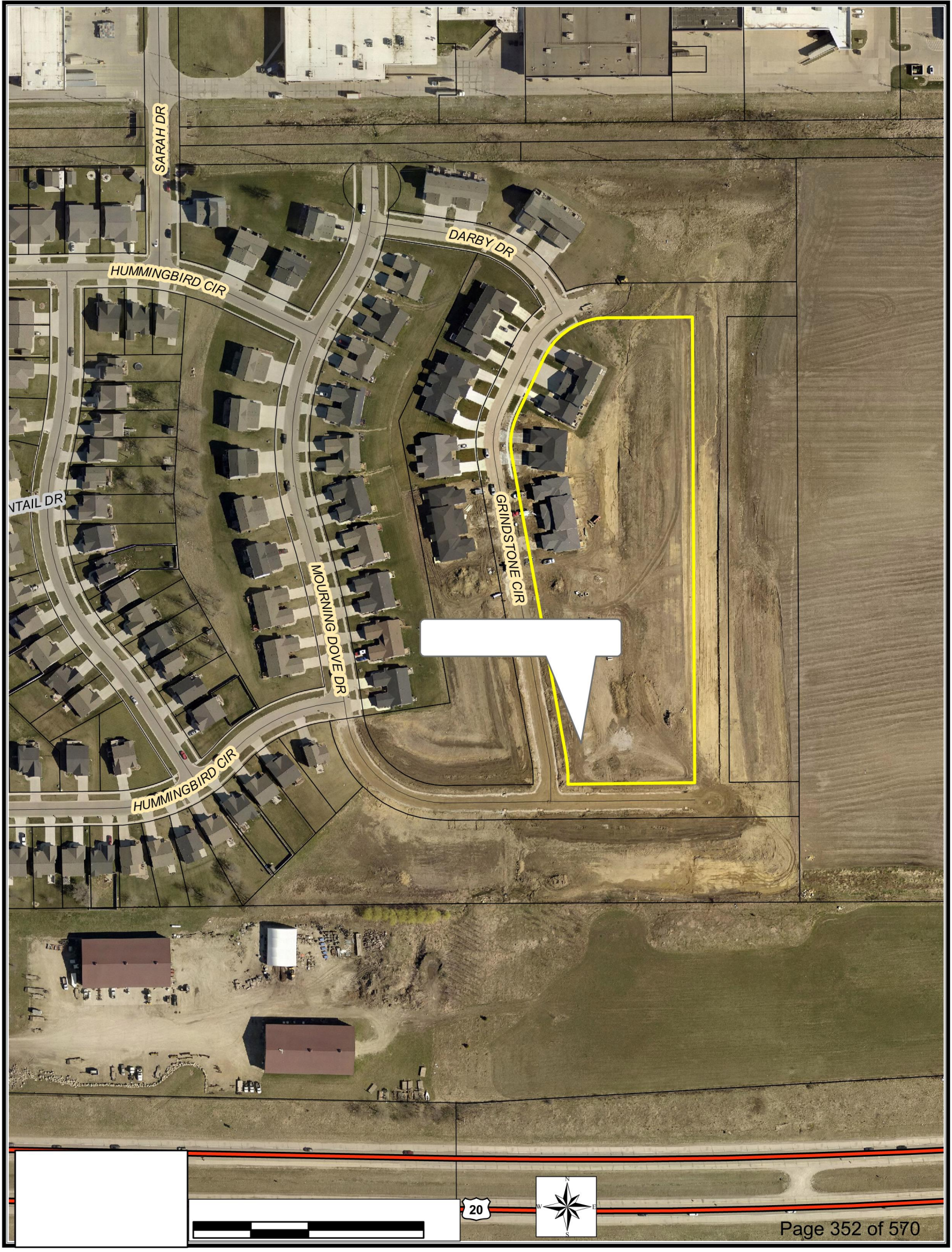
BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____

T.J. Koenigsfeld
Black Hawk County Assessor

_____ DENIED


SARAH DR
DARBY DR
HUMMINGBIRD CIR
NTAIL DR
GRINDSTONE CIR
MOURNING DOVE DR
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CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/19/2022

ATTACHMENTS:

Description	Type
CLURA 863 Grindstone Circle Form	Backup Material
CLURA 863 Grindstone Circle Map	Backup Material

SUBJECT:	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).
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:	CLURA
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadow Estates A Condominium Unit 863

For Office Use Only
Date Received: 1-13-22
Received by:
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: Robson Homes Inc

SIGNATURE: [signature]

ADDRESS: 3315 Williams Blvd SW Ste 2 #329

EMAIL: robsonhomes95@gmail.com

TELEPHONE: 319-845-4063

DATE: 1/10/2022

A. What is the *Address* of the property being improved? 863 Grindstone Circle

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

Prairie Meadow Estates A Condominium Unit 863

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-6295 Date permit was issued: 03/31/2020 Total permit(s) valuation: 100,000.00

D. What was the cost of the new construction? 130,000.00

E. Estimated or actual date of completion of this new construction? 04/01/2021

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: _____

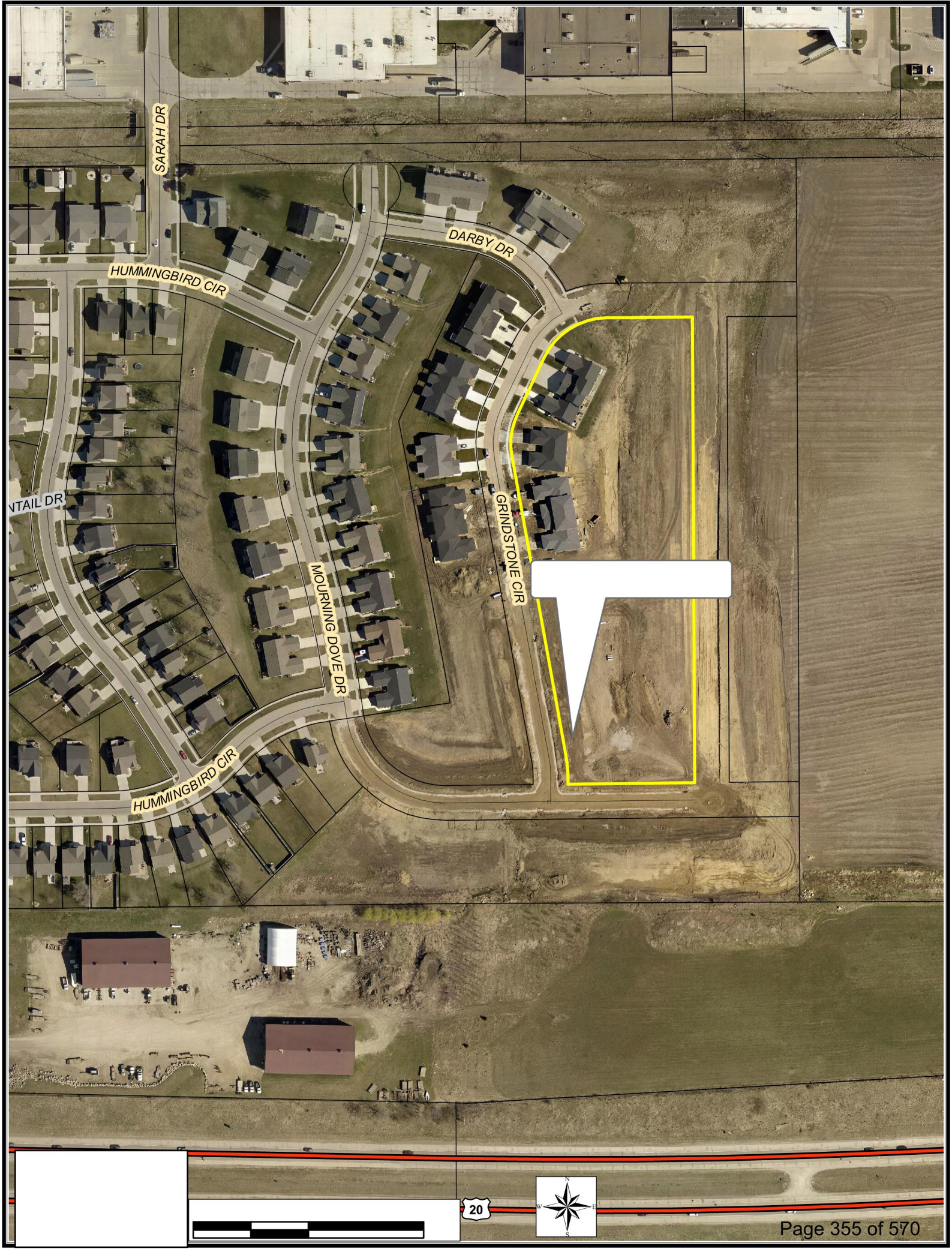
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BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

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T.J. Koenigsfeld
Black Hawk County Assessor


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CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/19/2022

ATTACHMENTS:

Description	Type
CLURA 871 Grindstone Circle Form	Backup Material
CLURA 871 Grindstone Circle Map	Backup Material

SUBJECT:	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).
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:	CLURA
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadow Estates A Condominium Unit 871

For Office Use Only

Date Received: 1-13-22
Received by:
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: Robson Homes Inc
SIGNATURE:
ADDRESS: 3315 Williams Blvd SW Ste 2 #329
EMAIL: robsonhomes95@gmail.com
TELEPHONE: 319-845-4063
DATE: 1/10/2022

A. What is the *Address* of the property being improved? 871 Grindstone Circle

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

Prairie Meadow Estates A Condominium Unit 871

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-6296 Date permit was issued: 03/31/2020 Total permit(s) valuation: 100,000.00

D. What was the cost of the new construction? 130,000.00

E. Estimated or actual date of completion of this new construction? 05-10-2021

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: _____

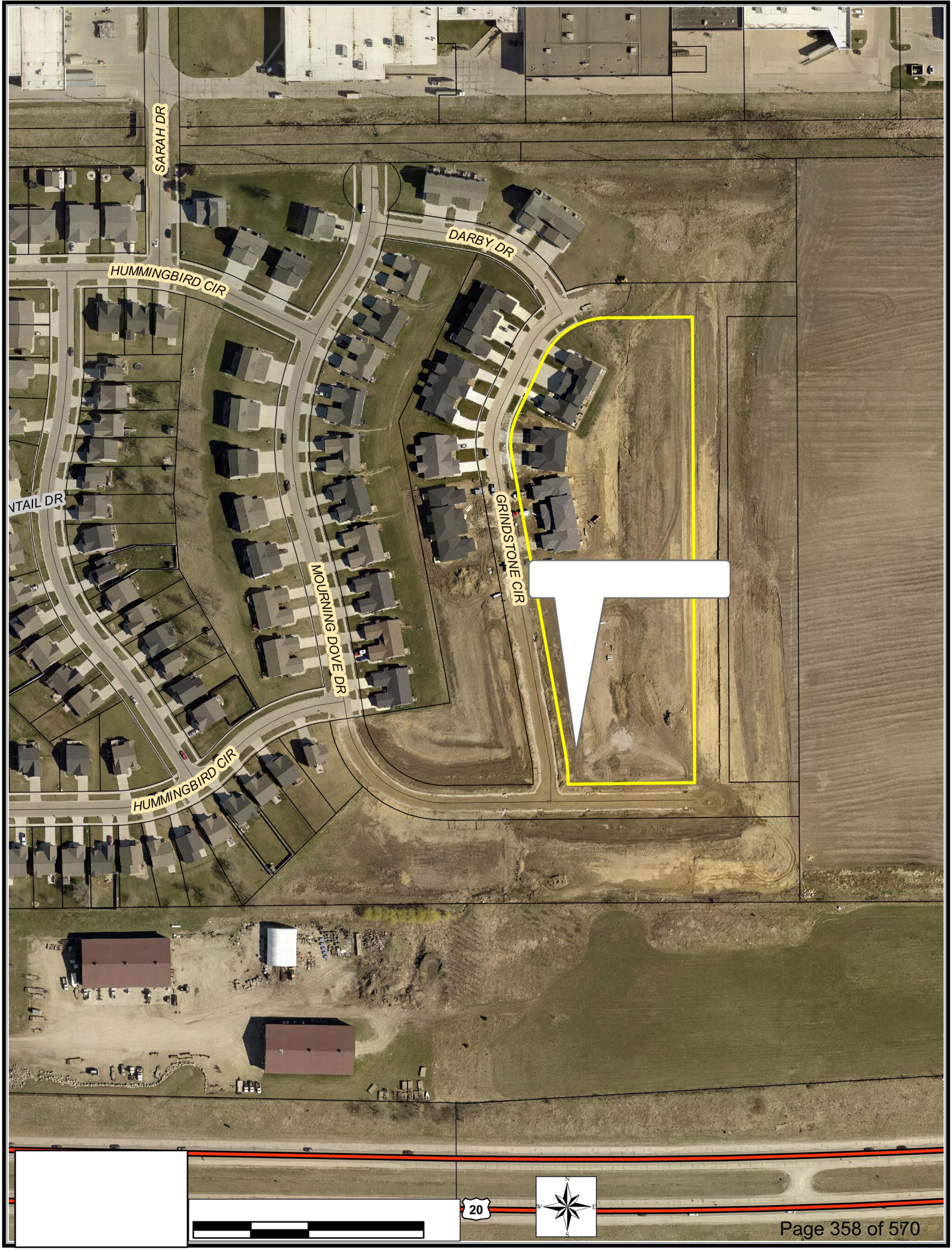
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BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

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T.J. Koenigsfeld
Black Hawk County Assessor


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CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 2/7/2022
Prepared: 1/19/2022

ATTACHMENTS:

Description	Type
CLURA 873 Grindstone Circle Form	Backup Material
CLURA 873 Grindstone Circle Map	Backup Material

SUBJECT:	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).
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:	CLURA
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadow Estates A Condominium Unit 873

For Office Use Only
Date Received: 1-13-22
Received by: AM
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: Robson Homes Inc

SIGNATURE: [signature]

ADDRESS: 3315 Williams Blvd SW Ste 2 #329

EMAIL: robsonhomes95@gmail.com

TELEPHONE: 319-845-4063

DATE: 1/10/2022

A. What is the *Address* of the property being improved? 873 Grindstone Circle

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

Prairie Meadow Estates A Condominium Unit 873

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-6297 Date permit was issued: 03/31/2020 Total permit(s) valuation: 100,000.00

D. What was the cost of the new construction? 130,000.00

E. Estimated or actual date of completion of this new construction? 05-10-2021

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

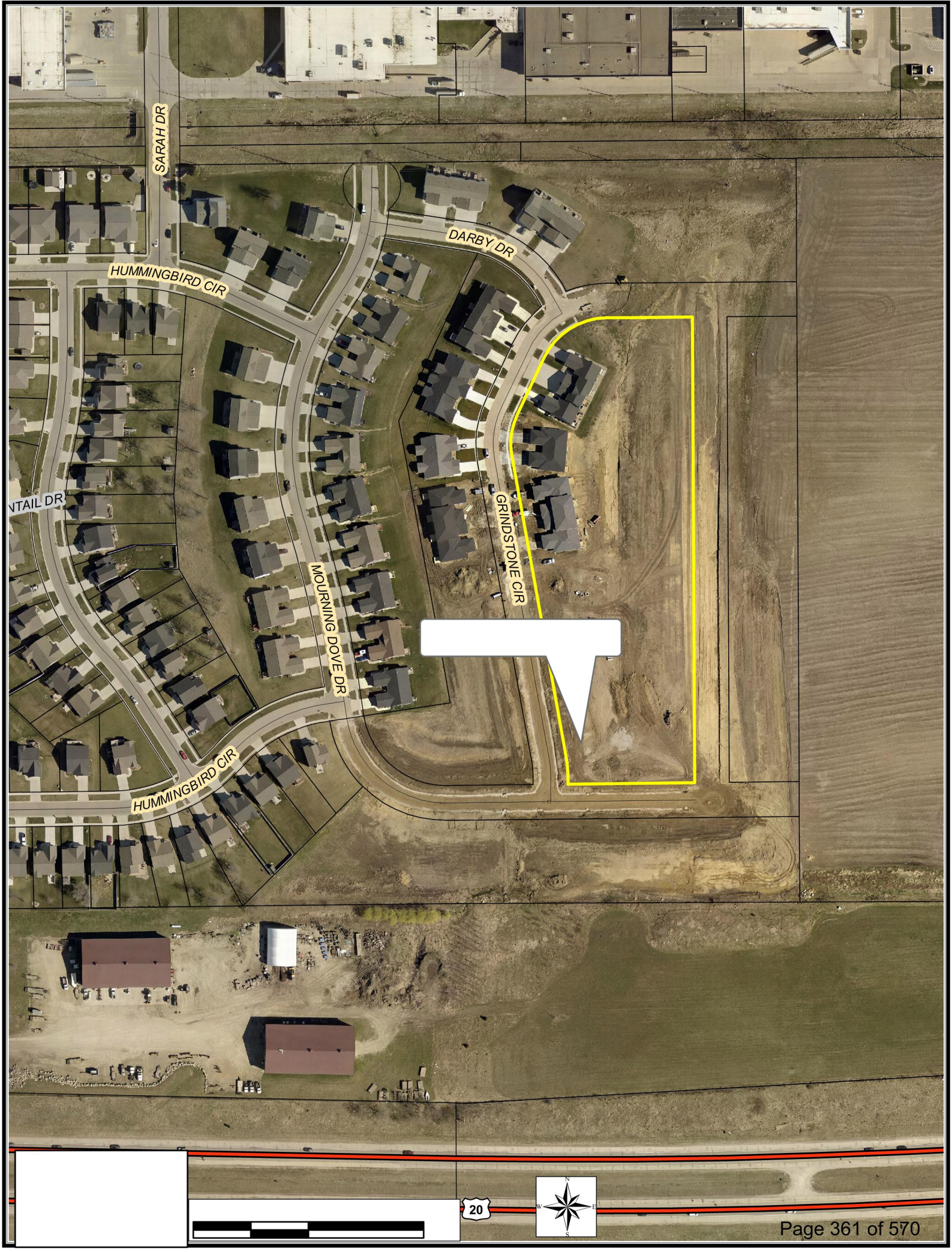
BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

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T.J. Koenigsfeld
Black Hawk County Assessor

_____ DENIED


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CITY OF WATERLOO

Council Communication

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

City Council Meeting: 2/7/2022
Prepared: 1/26/2022

SUBJECT:	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.
Submitted by:	Submitted By:Sandie Greco, Traffic Operations Director
Recommended Action:	Approve Resolution
Summary Statement:	Marty Metcalf, Waterloo Schools building administrator, and the contractor have requested these poles be removed. MidAmerican Energy has agreed to remove them with the approval of the City thru a resolution.
Neighborhood Impact:	None
Expenditure Required/Source of Funds:	None

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/31/2022

SUBJECT:	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.
Submitted by:	Submitted By: Travis Nichols, Facilities/Project Manager
Recommended Action:	It is recommended that the project be accepted and that Council approve the "Statement of Completion and Final Acceptance of Work."
Summary Statement:	In accordance with the contract documents, based on on-site observations and the data comprising this project, Jason Hackman, Project Architect for Benchmark, Inc. certifies completion of this project.
Data/Analysis and Strategies:	Strategy 4.5: Quality of Place
Implementation, Accountability, and Communication:	CIP bond funds.
Expenditure Required/Source of Funds:	$161,307.00

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/24/2022

ATTACHMENTS:

	Description	Type
	Danielle DeNeui_signed req form	Backup Material
	Danielle DeNeui_GIS Tech Personnel Req Questions	Backup Material
	Danielle DeNeui_GIS Tech Job Description	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Recommended Action:	Approve the appointment of Danielle DeNeui to the position of GIS Technician effective February 15, 2022.
Summary Statement:	This appointment is being made from the Certified Civil Service List.

Expenditure Required/Source of Funds: Associate Engineer salary and benefits

PERSONNEL REQUISITION FORM

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

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

****

Position Title: GIS Technician Department: Engineering

Reports To: City Engineer Work Location: City Hall

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

Type of Position:
Civil Service Position: X Yes ☐ No
Bargaining Position: X Yes ☐ No
Bargaining Group: Local 177
Non-bargaining Position: ☐ Yes X No

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

****

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

New Position or X Replacement Position for: Ben Wagner, Draftsperson
(Specify name and title of former incumbent)

If replacement, former incumbent: ☐ Retired/Resigned/Terminated X Transferred ☐ Promoted

Date incumbent terminated employment: 10/4/2021 Date of final payout: _____

Anticipated start date: TBD No. of hours/week: 40 Work schedule: M-F

Justification of need for position: A new position was created in the IT Department to handle the growing use of GIS throughout the City. This position will create and update the storm sewer GIS, update address information for GIS, develop mobile applications for locating infrastructure in the field, update street centerline GIS and various other GIS layers related to the Engineering Department.

What are the likely consequences if the position is not filled? Engineering information will stay paper-based as the rest of the City moves their information into a GIS and we will not meet the requirements of our MS4 permit.

APPROVALS

Annual salary requirements: _____ Hourly Rate: _____ Benefits: _____
(Payroll taxes, pension, health ins.- assuming family)

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

Approved subject to the following conditions: _____

Submitting Department Head 10/12/21 Date

Mayor Date

Chief Financial Officer Date

Human Resources Director Date

Human Resources Committee Chairperson Date

Created 6/30/2017

PERSONNEL REQUISITION
GIS Technician

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

(1) What are the key job responsibilities of this position?

- Create new GIS layers as needed for the Engineering Department.
- Maintains existing GIS data such as Address Points, Storm Sewer, Sanitary Sewer, Pavement Management, Sidewalk, Detention Basins, Trails, Sewer Taps, Sump Pump Connections and mapping other infrastructure as needed.
- Takes as-built information, converts it and places it into appropriate GIS layers.
- Issue address points in the City and County.
- Helps prepare sidewalk assessment schedules and associated mapping.
- Works as liaison between Engineering and other departments regarding GIS data.
- Creates maps as needed for city departments, including Engineering, Planning, Public Works, Police and Fire.
- Provide information to the public regarding sewer taps, draintile locations, storm sewer and pavement information.

(2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not?

No, the amount of work is too much to be spread around to existing staff and requires a full time individual. The amount of data that Engineering creates and receives from outside consultants is more than what existing staff can create or place into GIS.

(3) How is the work of this position being accomplished now?

Some items such as address points have been spread out among various other staff, but those staff members are only in the office for a portion of the year. Some items such as the storm sewer mapping are not being completed currently.

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

Yes.

(5) How would filling this position meet the needs of your department or the City on either a short-term basis (if temporary position) or a long-term basis (if a regular position)?

This staff person will help create new GIS layers as needed and will maintain existing GIS layers to support the sidewalk program, addressing, pavement management and storm and sanitary systems. City departments are sharing information now more than ever and this information will be available to all departments to use. The sanitary system updates are needed for the consent decree and the stormwater system updates are needed for our MS4 permit through the Iowa Department of Natural Resources.

(6) What cost savings or revenues, if any, would your department or the City realize if this position is filled?

There would be some immediate cost savings to the RUT Fund based on the salary and benefits. **In the longer term the City would need to hire a consultant to do GIS upkeep on Engineering's data.**

(7) If you are paying overtime or comp time within your department to accomplish this work now, how much overtime or comp time has been paid out or earned that is directly attributable to this position and over what period of time?

This position can earn overtime but it is kept to a minimum to help the RUT fund.

(8) How has the work load or demands of your department changed in comparison to your staffing levels over the past three fiscal years? Provide statistics if possible.

The federal government is adding more regulations (MS4 storm water permit requirements, sanitary sewer consent decree requirements, ADA requirements, flood control, ADA ramp program, ADA access for bus stops) and this increases the need for qualified staff. All of these regulations require the City to know what assets it has, where they are located and the condition of them. The best way to handle all of this information is through a GIS system, it is faster, easier to update and more manageable than traditional paper maps.

(9) If this position is not filled, what affect will it have on your department? What work will not get done? What costs will you incur? Please be as specific as possible.

- This position will also allow for faster updates to the City stormwater fee based on new construction activities. This could provide between $20,000-

$40,000 increase each year to the stormwater fund, rather than it being updated every three to four years due to staffing shortages.

- Keeping the sanitary sewer map updated will help lower the chances of fines from not meeting our consent decree.
- Keeping the storm sewer map updated will help lower the chances of fines for not meeting the requirements of our MS4 permit.
- Connecting addresses with the county 911 system will not happen.
- Street centerline updates will not happen and these are required for anything that is geocoded in our GIS system. All departments will use the street centerline and geocoding as part of their GIS layers.
- The best estimate of having to hire a private company to do some of the GIS items would be a minimum of two times the salary and benefits that we are currently paying for this position. This does not account for not having this position be able to answer phone calls, talk with citizens at the counter or do research items either.

(10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation?

Vacations are for only a week or so at a time and other staff can cover but may not be able to fully answer all questions that come in about a particular project or item.

(11) Is it possible that the City could outsource this position to an outside agency? If so, what savings, if any, would the City realize as a result of this change?

See #9 above for an example of what it would cost the City to outsource the work.

(12) How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you?

I would rank this as the number 3 position behind the assistant city engineer and the associate engineers. This position is a professional position that requires the person to do work with minimal oversight.

(13) How does this position impact the Goals and Objectives for the City adopted by the City Council?

This position is not paid for out of the general fund but this position helps the council to reduce property taxes by doing work in house rather than hiring a consultant to do the work which would require bond funds or general fund dollars, see costs for #9. It also helps to improve Waterloo's image by having well trained staff that can answer questions of the general

public and helps other departments by being able to answer their questions in a timely manner.

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

CIVIL SERVICE NOTICE
CITY OF WATERLOO, IOWA
OPEN EXAMINATION

GEOGRAPHIC INFORMATION SYSTEMS (GIS) TECHNICIAN

DEPARTMENT	**:**	**ENGINEERING**
SALARY	**:**	
FLSA	**:**	**NON-EXEMPT**
CIVIL SERVICE	**:**	**INCLUDED**
BARGAINING UNIT	**:**	**MUNICIPAL EMPLOYEES LOCAL 353**

GENERAL STATEMENT OF DUTIES

The GIS Technician's responsibilities include as-built interpretation, as-built posting to GIS, maintenance of Engineering's GIS data, mobile data collection support, communication with field personnel and engineers, map production, occasional CAD work, and other miscellaneous projects. The work is performed under the general direction of professional engineering staff, but considerable leeway is granted for the exercise of independent judgment and initiative. No supervisory responsibilities.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

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

1. Maintain the Engineering Department's GIS data as well as quality check the data for inaccuracies.
2. Interpret as-built drawings and post to GIS.
3. Check accuracy of mapping system via field verification.
4. Participates in the digitalization of base maps and the incorporation of other digital information into the GIS using cartographic, analytical and other techniques to present GIS data.
5. Transfers a wide variety of digital data into or out of the GIS.
6. Assists City departments with GIS-related activities and attends various City meetings as directed.
7. Troubleshoots user's problems with GIS hardware and software and provides technical assistance to general office staff in the use of existing GIS as required.
8. Develops macros to manipulate and utilize GIS data.
9. Inspects and maintains GIS hardware such plotters, scanners and computers, including making some repairs as needed.
10. Works independently and with others with limited supervision.
11. Assigns official house or building numbers.
12. Researches and evaluates infrastructure and utility information and provides technical information and assistance to City personnel and the public. Initiates contact with City personnel, private utilities, engineering firms and the public to verify infrastructure and utility information, resolve problems, and exchanges information to ensure accuracy of GIS mapping and infrastructure data.

13. Performs other duties as assigned.

14. Regular attendance on the job and at the work site is required

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

REQUIRED KNOWLEDGE & ABILITIES

1. Ability to successfully assess and apply best practices and current technologies to enhance the attainment of the City's GIS objectives.

2. Ability to balance several job functions at one time and plan, organize and prioritize assignments; ability to meet deadlines.

3. Ability to work in a team environment to achieve the current and future GIS goals of the Engineering Department.

4. Ability to read, analyze and record complex technical data and computation and prepare written reports.

5. Current knowledge of GIS best practices.

6. Ability to work independently with minimum supervision.

7. Ability to communicate clearly and concisely orally and in writing, analyze and interpret data, review materials on a variety of technology issues, give recommendations and respond to questions and concerns from City employees in a clear, concise and easily understandable manner.

8. Ability to establish and maintain effective working relationships with City staff.

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

ACCEPTABLE EXPERIENCE & TRAINING

1. Bachelor's Degree from an accredited college or university in Geographic Information Systems, Planning, Computer Science, Geography, Civil Engineering or closely related field.

OR

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

2. Experience with GIS technology best management practices.

3. Experience interacting with a diverse group of individuals.

4. Experience analyzing GIS technical requirements to appropriately plan for and address GIS technology needs.

5. Project management experience helpful.

ESSENTIAL PHYSICAL ABILITIES

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

1. Sufficient speech and hearing that permits the employee to communicate effectively with staff, coworkers, elected officials and vendors in person or by telephone.

2. Sufficient personal mobility that permits the employee to operate a passenger vehicle safely and travel from City Hall to other City departments at various locations around the City.

3. Sufficient vision to perform work on a personal computer and perform other technical and administrative responsibilities.

MISCELLANEOUS

1. Must comply with City of Waterloo Residency Policy for Critical Employees (physically reside within thirty-mile radius of Waterloo City Hall-will be given reasonable compliance period as determined by department head).

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

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

4. Must submit to and successfully pass panel interview and subsequent interview(s) by the City Engineer or his designee(s).

WORK SCHEDULE

Will generally work Monday-Friday, 8:00 a.m.-5:00 p.m. but may be required to work outside of normal business hours to perform technology changes, updates or special projects. Will occasionally travel for meetings or conferences.

ORAL EXAMINATION

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

ORAL EXAMINATION DATE

All qualified candidates who apply by the deadline date will be notified of the time, place and date of the oral examination.

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

GIS TECHNICIAN DESCRIPTION 05 November 2021

CITY OF WATERLOO

Council Communication

Motion to approve the Capital Improvement Plan for Waterloo Regional Airport for FY-2022 thru FY-2027, and direct the Airport Director to submit all documents to the FAA as required.

City Council Meeting: 2/7/2022
Prepared: 1/25/2022

ATTACHMENTS:

Description	Type
Five Year Capital Plan with Task Orders per Fiscal Year	Backup Material

SUBJECT:	Motion to approve the Capital Improvement Plan for Waterloo Regional Airport for FY-2022 thru FY-2027, and direct the Airport Director to submit all documents to the FAA as required.
Submitted by:	Submitted By: Keith Kaspari, Airport Director
Recommended Action:	Approve the above request from Airport Staff.
Summary Statement:	This CIP for the Waterloo Regional will provide a rock-solid road map for the continued airfield development for ALO, for the Fiscal Years 2022 thru 2027.
Neighborhood Impact:	The implementation of the CIP should not have any adverse or negative impact to the neighborhood surrounding the Waterloo Regional Airport.
Data/Analysis and Strategies:	Not Applicable for this request from Staff.
Implementation, Accountability, and Communication:	This request of Staff, is to continue the pavement rehabilitation / reconstruction of aircraft movement areas (Runways and Taxiways).
Community Engagement Methods:	Not Applicable for this request from Staff.
Expenditure Required/Source of Funds:	Most, if not all of the projects contained in the CIP (The Plan) will require a ten percent (10%) match, as indicated on the "Local", with funds being derived from either the: 1. Federal Aviation Administration - Airport Improvement (AIP); and/or, 2. Federal Aviation Administration - IIJA - BIL Funds (Federal Infrastructure Legislation).
Alternative:	There are no anticipated or negative CIP alternatives, at the time of this request, to the Waterloo City Council (02/07/2022).
Legal Descriptions:	There are no legal complications associated with the implementation of this Capital Improvement Plan (CIP).

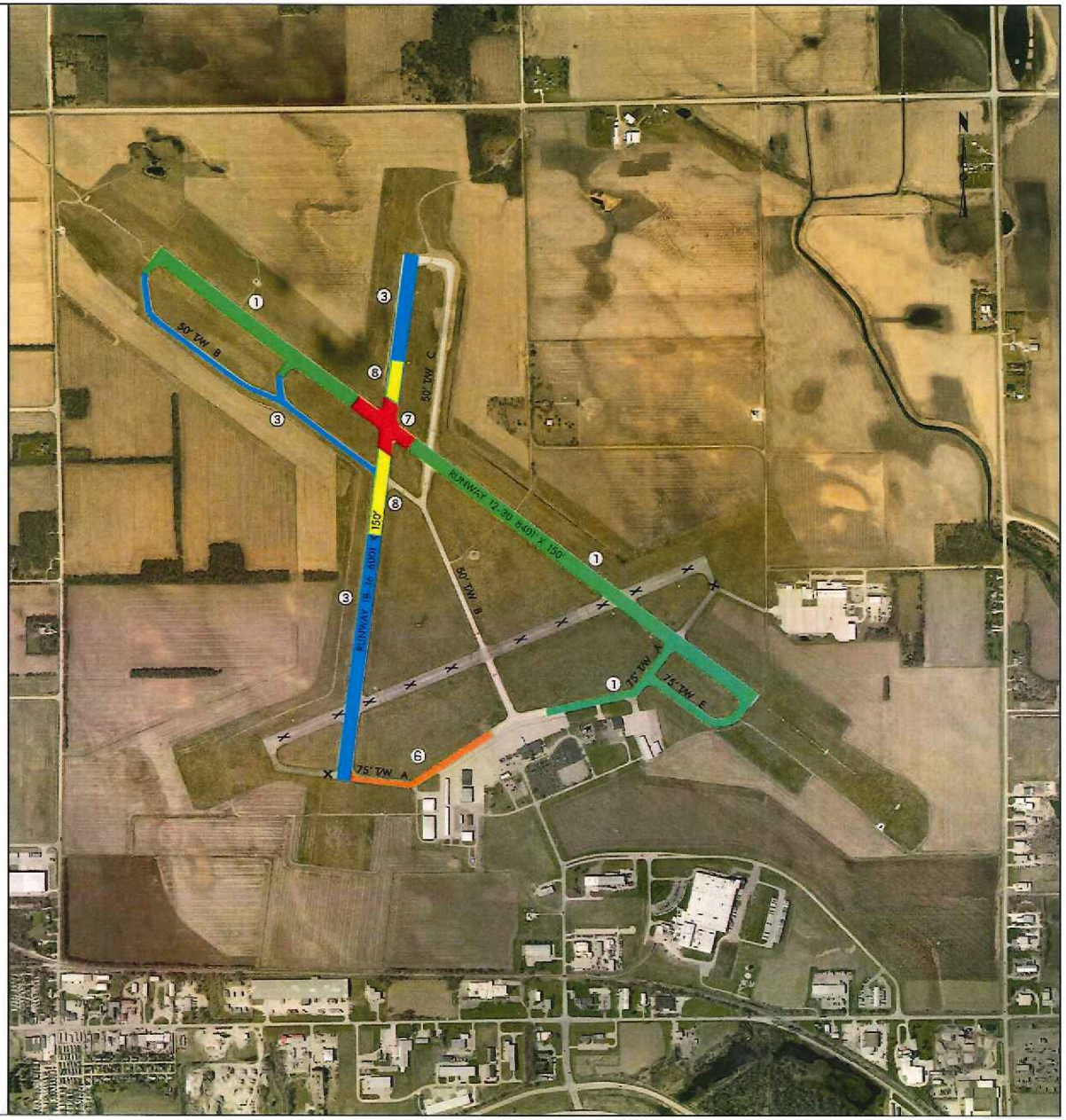
DRAFT

FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM FUNDING
5-YEAR CAPITAL IMPROVEMENTS PLAN

	PROJECT DESCRIPTION	AIP	LOCAL MATCH (10%)	TOTAL
	FISCAL YEAR 2022			
①	PAVEMENT MAINTENANCE - RUNWAY 12/30, TAXIWAY E AND TAXIWAY A EAST*	1,080,216	120,024	1,200,240
②	NO FOAM MODIFICATION - ARFF VEHICLES **	22,500	2,500	25,000
	TOTAL FISCAL YEAR 2022	1,102,716	122,524	1,225,240
	*FAA SHARE - $1,015,240 BIL FUNDS, REMAINING ENTITLEMENT FUNDS			
	**FAA SHARE - $ 22,500 DISCENTIONARY FUNDS			
	$ 564,783 ENTITLEMENT FUNDS REMAINING AFTER FY 2022			
	FISCAL YEAR 2023			
③	AIRFIELD PAVEMENT MARKING - RUNWAY 18-36 AND TAXIWAYS	705,672	78,408	784,080
	$ 859,111 ENTITLEMENT FUNDS REMAINING AFTER FY 2023			
	FISCAL YEAR 2024			
④	PAVEMENT SWEEPER	288,000	32,000	320,000
⑤	UPDATE PAVEMENT MANAGEMENT PLAN	90,000	10,000	100,000
	TOTAL FISCAL YEAR 2024	378,000	42,000	420,000
	$ 1,481,111 ENTITLEMENT FUNDS REMAINING AFTER FY 2024			
	FISCAL YEAR 2025			
⑥	TAXIWAY A WEST RECONSTRUCTION	2,554,745	283,860	2,838,605
	$ 73,634 ENTITLEMENT FUNDS SHORT AFTER FY 2025			
	FISCAL YEAR 2026			
⑦	RUNWAY INTERSECTION - WITHIN THE RUNWAY SAFETY AREA	1,107,900	123,100	1,231,000
⑧	RUNWAY INTERSECTION - OUTSIDE THE RUNWAY SAFETY AREA	2,502,329	278,037	2,780,366
	TOTAL FISCAL YEAR 2026 *	3,610,229	401,137	4,011,366
	* FAA SHARE - $1,000,000 ENTITLEMENT -			
	$ 2,610,229 DISCRETIONARY			
	$ 0 ENTITLEMENT FUNDS REMAINING AFTER FY 2026			
	AIP GRAND TOTAL	**8,351,362**	**927,929**	**9,279,291**

AIP - FEDERAL PARTICIPATION

AECOM



DRAFT

DRAFT

FIVE-YEAR AIRPORT CAPITAL IMPROVEMENT PROGRAM (CIP)

Airport Name: Waterloo Regional Airport Telephone: 319-291-4484

Prepared By: AECOM

Date Prepared: January 13, 2022 Date Approved: _____

Project Description	Funding Source	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Pavement Maintenance - Runway 12/30, Taxiway E, and Taxiway A-East	Federal	$ 1,080,216.00				
	State					
	Local	$ 120,024.00				
	Total	$ 1,200,240.00				
	Entitlement	$ 64,976.00				
	BIL	$ 1,015,240.00				
No Foam Modification - ARFF Vehicles	Federal	$ 22,500.00				
	State					
	Local	$ 2,500.00				
	Total	$ 25,000.00				
	Discretionary	$ 22,500.00				
Airfield Pavement Marking Runway 18-36 and Taxiways	Federal		$ 705,672.00			
	State					
	Local		$ 78,408.00			
	Total		$ 784,080.00			
	Entitlement		$ 705,672.00			
	BIL		$ -			
Pavement Sweeper	Federal			$ 288,000.00		
	State					
	Local			$ 32,000.00		
	Total			$ 320,000.00		
Update Pavement Management Program	Federal			$ 90,000.00		
	State					
	Local			$ 10,000.00		
	Total			$ 100,000.00		
Taxiway A West - Reconstruction	Federal				$ 2,554,745	
	State					
	Local				$ 283,861	
	Total				$ 2,838,605	
Runway Intersection Inside Runway Safety Area	Federal					$ 1,107,900
	State					
	Local					$ 123,100
	Total					$ 1,231,000
Runway Intersection Outside Runway Safety Area	Federal					$ 2,502,329
	State					$ -
	Local					$ 278,037
	Total					$ 2,780,365
Total by Fiscal Year	Federal	$ 1,102,716	$ 705,672	$ 378,000	$ 2,554,745	$ 3,610,229
	State	$ -	$ -	$ -	$ -	$ -
	Local	$ 122,524	$ 78,408	$ 42,000	$ 283,861	$ 401,137
	Total	$ 1,225,240	$ 784,080	$ 420,000	$ 2,838,605	$ 4,011,365

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
WATERLOO REGIONAL AIRPORT
RUNWAY 12-30 REHABILITATION, TAXIWAY A EAST, TAXIWAY E

1/13/2022

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
1	MOBILIZATION AND DEMOBILIZATION	1	LS	$ 71,200.00	$ 71,200.00
2	PAVEMENT JOINT AND CRACK REPAIR	30,000	LFT	$ 1.25	$ 37,500.00
3	PAVEMENT REJUVINATOR (RUNWAY 12-30)	150,000	SYD	$ 1.80	$ 270,000.00
4	PAVEMENT MARKING (RUNWAY 12-30)	170,000	SFT	$ 3.00	$ 510,000.00
5	PAVEMENT REJUVINATOR (TAXIWAY E)	12,100	SYD	$ 1.80	$ 21,780.00
6	PAVEMENT MARKING (TAXIWAY E)	2,700	SFT	$ 3.00	$ 8,100.00
7	PAVEMENT REJUVINATOR (TAXIWAY A EAST	16,200	SYD	$ 1.80	$ 29,160.00
8	PAVEMENT MARKING (TAXIWAY A EAST)	4,500	SFT	$ 3.00	$ 13,500.00
		SUBTOTAL			$ 961,240.00
9	LEGAL, ADMINISTRATION AND ENGINEERING				$ 239,000.00
		TOTAL ESTIMATED PROJECT COST			$ 1,200,240.00

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
WATERLOO REGIONAL AIRPORT
AIRFIELD PAVEMENT MARKING

1/13/2022

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
1	MOBILIZATION AND DEMOBILIZATION	1	LS	$ 48,400.00	$ 48,400.00
2	RUNWAY 18/36	85,000	SFT	$ 5.00	$ 425,000.00
3	TAXIWAY A, B, C & E	25,000	SFT	$ 5.00	$ 125,000.00
4	SURFACE PAINTED HOLD SIGNS	5,500	SFT	$ 10.00	$ 55,000.00
		SUBTOTAL			$ 653,400.00
5	LEGAL, ADMINISTRATION AND ENGINEERING				$ 130,680.00
		TOTAL ESTIMATED PROJECT COST			$ 784,080.00

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
WATERLOO REGIONAL AIRPORT
TAXIWAY A WEST REHABILITATION (PCC RECONSTRUCTION)

1/13/2022

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
1	MOBILIZATION AND DEMOBILIZATION	1	LS	$ 296,205.00	$ 296,205.00
2	PAVEMENT REMOVAL	15,500	SYD	$ 4.50	$ 69,750.00
3	SHOULDER REMOVAL	3,650	SYD	$ 3.00	$ 10,950.00
4	BASE COURSE	-	SYD	$ 20.00	$ -
5	DRAINAGE LAYER	15,500	SYD	$ 35.00	$ 542,500.00
6	13" PCC PAVEMENT	15,500	SYD	$ 75.00	$ 1,162,500.00
7	PAVEMENT MARKING AND RESTORATION	1	LS	$ 25,000.00	$ 25,000.00
8	TAXIWAY LIGHTING (50 MITL)	50	EACH	$ 1,400.00	$ 70,000.00
9	AIRFIELD GUIDANCE SIGNS	5	EACH	$ 7,500.00	$ 37,500.00
10	TOPSOILING	1,500	CY	$ 25.00	$ 37,500.00
11	SEEDING AND MULCHING	2	AC	$ 4,500.00	$ 9,000.00
12	EROSION CONTROL	1	LS	$ 10,000.00	$ 10,000.00
		SUBTOTAL			$ 2,270,905.00
13	LEGAL, ADMINISTRATION AND ENGINEERING				$ 567,700.00
		TOTAL ESTIMATED PROJECT COST			$ 2,838,605.00

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
WATERLOO REGIONAL AIRPORT
AIRFIELD PAVEMENT REHABILITATION
RUNWAY 18-36 ASPHALT OUTSIDE OF RUNWAY 12-30 RSA

1/13/2022

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
1	MOBILIZATION AND DEMOBILIZATION	1	LS	$ 302,265.00	$ 302,265.00
2	PAVEMENT JOINT AND CRACK SEALANT	101,400	LFT	$ 4.00	$ 405,600.00
3	PAVEMENT JOINT AND CRACK REPAIR	5,000	LFT	$ 15.00	$ 75,000.00
4	PAVEMENT MILLING	43,000	SYD	$ 8.00	$ 344,000.00
5	2-ASPHALT OVERLAY	5,000	TON	$ 120.00	$ 600,000.00
6	PAVEMENT GROOVING	387,000	SFT	$ 1.50	$ 580,500.00
7	PAVEMENT MARKING	1	LS	$ 10,000.00	$ 10,000.00
		SUBTOTAL			$ 2,317,365.00
8	LEGAL, ADMINISTRATION AND ENGINEERING				$ 463,000.00
		TOTAL ESTIMATED PROJECT COST			$ 2,780,365.00

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
WATERLOO REGIONAL AIRPORT
AIRFIELD PAVEMENT REHABILITATION
RUNWAY 18-36 & RUNWAY 12-30 INTERSECTION REHABILITATION INSIDE OF RUNWAY SAFETY AREA

1/13/2022

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
1	MOBILIZATION AND DEMOBILIZATION	1	LS	$ 76,000.00	$ 76,000.00
2	PAVEMENT JOINT AND CRACK SEALANT	48,000	LFT	$ 4.00	$ 192,000.00
3	PAVEMENT JOINT AND CRACK REPAIR	2,000	LFT	$ 15.00	$ 30,000.00
4	PAVEMENT MILLING	20,000	SYD	$ 8.00	$ 160,000.00
5	2-ASPHALT OVERLAY	2,400	TON	$ 120.00	$ 288,000.00
6	PAVEMENT GROOVING	180,000	SFT	$ 1.50	$ 270,000.00
7	PAVEMENT MARKING	1	LS	$ 10,000.00	$ 10,000.00
		SUBTOTAL			$ 1,026,000.00
8	LEGAL, ADMINISTRATION AND ENGINEERING				$ 205,000.00
		TOTAL ESTIMATED PROJECT COST			$ 1,231,000.00

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/31/2022

ATTACHMENTS:

	Description	Type
	Change Order #2 Young Arena Roof Project	Cover Memo

SUBJECT:	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.
Submitted by:	Submitted By: Travis Nichols, Facilities/Project Manager
Recommended Action:	Approve Change Order #2 for a decrease in the amount of ($3,454.00).
Data/Analysis and Strategies:	Strategy 4.5 Quality of Place

ROOF AND PAVEMENT CONSULTANTS

Benchmark INC

CHANGE ORDER NO. 2

CONTRACTOR: Blackhawk Roofing Company
619 E. 19th Street
Cedar Falls, Iowa 50613

PROJECT: FY2021 Young Arena Southeast and Southwest Roof Replacement Project
Contract No. 1040
125 Commercial Street
Waterloo, Iowa 50703

OWNER: City of Waterloo
Waterloo Leisure Services
1101 Campbell Avenue
Waterloo, Iowa 50703

PROJECT NO: 20WATWATER003C

THE CONTRACT SHALL BE CHANGED AS FOLLOWS:

1. Credit for not installing a new continuous metal cleat at approximately 350 feet of new metal coping cap, deduct $1,312.00. See attached email.
2. Bid allowance adjustment: Remove and replace wood nailer, 200 board foot allowance at $3.00 per board foot, allowance not used, deduct $600.00.
3. Bid allowance adjustment: Remove and replace plywood, 64 square foot allowance at $3.00 per square foot, allowance not used, deduct $192.00.
4. Bid allowance adjustment: Remove and replace steel decking, 100 board foot allowance at $10.00 per square foot, allowance not used, deduct $1,000.00.
5. Bid allowance adjustment: Wire brush, clean and prime paint surface rusted steel decking, 100 board foot allowance at $3.50 per square foot, allowance not used, deduct $350.00.

JUSTIFICATION:

1. During the final inspection, it was noted that the continuous metal cleat was not replaced as specified, since the existing cleat was in good condition and the fasteners used to attach the new membrane penetrated through the metal cleat, adding additional fasteners to the attachment of the existing cleat. It was requested that Blackhawk Roofing Company provide the above credit.
2. Price changes items 2 - 5 are adjustments for unused allowances that were included in the contract.

ORIGINAL CONTRACT SUM	$116,400.00
PREVIOUS CHANGE ORDERS	$48,361.00
CURRENT CONTRACT SUM	$164,761.00
THIS CHANGE ORDER	($3,454.00)
NEW CONTRACT SUM	$161,307.00
SCHEDULE CHANGE IN CALENDAR DAYS	Unknown

OWNER:	CONSULTANT	CONTRACTOR:
	Jason Hackman, RRO	Mike Kerker
City of Waterloo	Benchmark, Inc.	Mike Kerker Blackhawk Roofing
DATE:	DATE: January 4, 2022	DATE: 1/5/22

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/11/2022

ATTACHMENTS:

	Description	Type
	Change Order #29 - 5 Bros Addition-Reno	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	PR 22: Furnish and install additional elevator shaft lighting.

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Change Order

PROJECT: *(Name and address)*
Five Sullivan Brothers Convention Center Addition and Renovation, Waterloo, IA.

CONTRACT INFORMATION:
Contract For: General Construction
Project No: 20-23943
Date: September 08, 2020

CHANGE ORDER INFORMATION:
Change Order Number: 029

Date: January 7, 2022

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

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

CONTRACTOR: *(Name and address)*
Cardinal Construction, Inc.
1246 Martin Road
Waterloo, IA 50701

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

A. PR 22: Furnish and install additional elevator shaft lighting.....**Add $844.00**

TOTAL AMOUNT OF THIS CHANGE ORDER, ADD TO CONTRACT SUM $844.00.

The original Contract Sum was	$	5,516,300.00
The net change by previously authorized Change Orders	$	439,684.30
The Contract Sum prior to this Change Order was	$	5,955,984.30
The Contract Sum will be increased by this Change Order in the amount of	$	844.00
The new Contract Sum including this Change Order will be	$	5,956,828.30

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be August 22, 2021.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

I & S Group, Inc. (ISG)	Cardinal Construction, Inc.	City of Waterloo
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Nathan Compton, Architect	Katy Susong, President	Quentin Hart, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
January 7, 2022	January 10, 2022	
DATE	**DATE**	**DATE**

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User Notes:
(3B9ADA4B)

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/11/2022

ATTACHMENTS:

	Description	Type
	Change Order #30 - 5 Bros Addition-Reno	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	COR 21: Weather Barrier - Install membrane between treated wood blocking and prefinished break metal at the top and bottom of the translucent soffit panels to protect the prefinished break metal from the treated lumber.

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Change Order

PROJECT: *(Name and address)*
Five Sullivan Brothers Convention Center Addition and Renovation, Waterloo, IA.

CONTRACT INFORMATION:
Contract For: General Construction
Project No: 20-23943
Date: September 08, 2020

CHANGE ORDER INFORMATION:
Change Order Number: 030

Date: January 10, 2022

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

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

CONTRACTOR: *(Name and address)*
Cardinal Construction, Inc.
1246 Martin Road
Waterloo, IA 50701

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

A. COR 21: **Weather Barrier** - Install membrane between treated wood blocking and prefinished break metal at the top and bottom of the translucent soffit panels to protect the prefinished break metal from the treated lumber.....**Add $12,808.00**

TOTAL AMOUNT OF THIS CHANGE ORDER, ADD TO CONTRACT SUM $12,808.00.

The original Contract Sum was	$	5,516,300.00
The net change by previously authorized Change Orders	$	440,528.30
The Contract Sum prior to this Change Order was	$	5,956,828.30
The Contract Sum will be increased by this Change Order in the amount of	$	12,808.00
The new Contract Sum including this Change Order will be	$	5,969,636.30

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be August 22, 2021.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
I & S Group, Inc. (ISG) *(Firm name)*	Cardinal Construction, Inc. *(Firm name)*	City of Waterloo *(Firm name)*
SIGNATURE	SIGNATURE	SIGNATURE
Nathan Compton, Architect	Katy Susong, President	Quentin Hart, Mayor
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
January 10, 2022	January 10, 2022	
DATE	DATE	DATE

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User Notes:

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/26/2022

ATTACHMENTS:

	Description	Type
	Change Order #6 - 5 Bros 2nd Floor Reno	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	COR 07: Cost for Sprinkler Valve Assembly Update.

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Change Order

PROJECT: *(Name and address)*
Five Sullivan Brothers Convention Center
2nd Floor Renovation, Waterloo, IA.

CONTRACT INFORMATION:
Contract For: General Construction
Project No: 20-24695
Date: May 26, 2021

CHANGE ORDER INFORMATION:
Change Order Number: 006

Date: January 20, 2022

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

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

CONTRACTOR: *(Name and address)*
Cardinal Construction, Inc.
1246 Martin Road
Waterloo, IA 50701

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

A. COR 07: Cost for Sprinkler Valve Assembly Update.....**Add $18,751.00**

TOTAL AMOUNT OF THIS CHANGE ORDER, ADD TO CONTRACT SUM $18,751.00.

The original Contract Sum was	$	1,810,800.00
The net change by previously authorized Change Orders	$	24,940.00
The Contract Sum prior to this Change Order was	$	1,835,740.00
The Contract Sum will be increased by this Change Order in the amount of	$	18,751.00
The new Contract Sum including this Change Order will be	$	1,854,491.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be December 23, 2021; New Final Completion Date: January 7, 2022.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
I & S Group, Inc. (ISG) *(Firm name)*	Cardinal Construction, Inc. *(Firm name)*	City of Waterloo *(Firm name)*
SIGNATURE	SIGNATURE	SIGNATURE
Nathan Compton, Architect/Project Manager	Katy Susong, President	Quentin Hart, Mayor
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
January 20, 2022	January 24, 2022	
DATE	DATE	DATE

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User Notes:

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/26/2022

ATTACHMENTS:

	Description	Type
	Change Order #7 - 5 Bros 2nd Floor Reno	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	COR O8: Cost to furnish and install two additional exit lights per PR 04 dated 12/29/21.

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Change Order

PROJECT: *(Name and address)*
Five Sullivan Brothers Convention Center
2nd Floor Renovation, Waterloo, IA.

CONTRACT INFORMATION:
Contract For: General Construction
Project No: 20-24695
Date: May 26, 2021

CHANGE ORDER INFORMATION:
Change Order Number: 007

Date: January 25, 2022

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

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

CONTRACTOR: *(Name and address)*
Cardinal Construction, Inc.
1246 Martin Road
Waterloo, IA 50701

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

A. COR 08: Cost to furnish and install two additional exit lights per PR 04 Dated 12/29/21.....**Add $1,026.00**

TOTAL AMOUNT OF THIS CHANGE ORDER, ADD TO CONTRACT SUM $1,026.00.

The original Contract Sum was	$	1,810,800.00
The net change by previously authorized Change Orders	$	43,691.00
The Contract Sum prior to this Change Order was	$	1,854,491.00
The Contract Sum will be increased by this Change Order in the amount of	$	1,026.00
The new Contract Sum including this Change Order will be	$	1,855,517.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be December 23, 2021; New Final Completion Date: January 7, 2022.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
I & S Group, Inc. (ISG) *(Firm name)*	Cardinal Construction, Inc. *(Firm name)*	City of Waterloo *(Firm name)*
SIGNATURE	SIGNATURE	SIGNATURE
Nathan Compton, Architect/Project Manager	Katy Susong, President	Quentin Hart, Mayor
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
January 25, 2022	January 26, 2022	
DATE	DATE	DATE

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User Notes:

CITY OF WATERLOO

Council Communication

Five Sullivan Brothers Convention Center Plaza Renovation.

City Council Meeting: 2/7/2022
Prepared: 1/21/2022

ATTACHMENTS:

	Description	Type
	NPH	Backup Material

SUBJECT:	Motion to receive and file proof of publication of public hearing. HOLD HEARING - No comments on file. Motion to close hearing and receive and file oral and written comments. Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed. Motion to receive, file and instruct City Clerk to read bids and refer to Building Department for review.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director

NOTICE OF PUBLIC HEARING
On Proposed Plans, Specifications, Form of Contract,
And Estimate of Cost
For the
SULLIVAN BROTHERS PLAZA RENOVATION
In the City of Waterloo, Iowa

RECEIVING OF BIDS

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in the City Hall of the said City on the 3rd day of February 2022 until 1:00 p.m. for the construction of the Sullivan Brothers Plaza Renovation Project, as described in detail in the plans and specifications now on file in the Office of the City Clerk.

OPENING OF BIDS

All proposals received will be opened in the Second Floor Council Chambers at City Hall, in the City of Waterloo, Iowa, on the 3rd day of February 2022 at 1:00 p.m., and the proposals will be acted upon at such later time and place as may then be fixed by the City Council. The bid opening will be livestreamed on YouTube and made available on the city website.

PUBLIC HEARING

Notice is hereby given that the Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of the above-described improvement project at 5:30 p.m. on the 7th day of February 2022, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City. The proposed plans, specifications, form of contract, and estimate of cost for said improvements heretofore prepared by the City of Waterloo are now on file in the office of the City Clerk for public examination, and any person interested therein may file written objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto at the meeting above set forth.

SCOPE OF WORK

The project consists of renovation of the existing Plaza area along West 4th street which will include the groundwork for a Memorial to the Five Sullivan Brothers. Work along Jefferson Street and Commercial Street are also included in the project. There will be landscaping, electrical, and structural work included in the project, and related work indicated in the drawings and specifications.

Published pursuant to the provisions of Chapter 26 of the City Code of Iowa and upon order to the City Council of said Waterloo, Iowa, on the 3rd day of January 2022.

Kelley Felchle, City Clerk
City of Waterloo, Iowa

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/26/2022

ATTACHMENTS:

Description	Type
Gray Development Agreement	Backup Material
Gray Site Plan	Backup Material
Site Layout	Backup Material

Travel Request Information:

Class/Meeting:

Destination:

Dates:

Amount not to exceed:

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution approving the sale and conveyance of city 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.
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.

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

Recommended Action: approval

Gray Transportation is planning to construct a new 9,280 square foot truck maintenance facility on land on land at east end of their current site, a ~1.8 acre site generally located at the northwest corner of GT Drive and Northeast Drive.

The area in question has been zoned “M-2,P” Planned Industrial District since March 13, 1995, when the land was rezoned from “A-1” Agricultural

Summary Statement:	District. Surrounding land uses and their zoning designations are as follows: North – industrial buildings (QCI) and lots, zoned “M-2,P” Planned Industrial District. South – industrial buildings (ABC, ConTrol), zoned “M-2,P” Planned Industrial District. East – industrial buildings (Ryder, Deere), zoned “M-2,P” Planned Industrial District. West – industrial buildings (Gray), zoned "M-2,P" Planned Industrial District The proposed building is 116’ by 80’. It shows office areas, restrooms, break room, locker rooms, and mechanical rooms for the operation of the truck maintenance facility. The east elevation shows 3 large and one smaller overhead doors, while the west elevation has 4 large overhead doors. The exterior of the building is a mix of metal clad siding and ground face finish concrete block, with the first 4’ a concrete stem wall. The building will sit over 80’ back from Northeast Drive, and approximately 30’ back from GT Drive. There are parking stalls for staff and customer parking along the southern and eastern sides of the building, with other areas for trucking turning, storage, and parking. The rear yard is also over 160’ in setback. The site plan shows two curb cuts onto Northeast Drive for entrance and exiting of the site. The proposed development is expanding a partnership with Ryder and Gray Transportation for expansion in this area. The lot is City-owned and will be conveyed by a Development Agreement as a part of the process for construction.
Neighborhood Impact:	The request to construct the truck maintenance facility would appear to have a positive impact upon the surrounding area as it would appear to be compatible with other industrial development in the area.
Data/Analysis and Strategies:	Economic Development and Land Use.
Implementation, Accountability, and Communication:	The City Council will sell the parcel of land through a public hearing process.
Community Engagement Methods:	The City regularly works with abutting neighbors who keep their properties in good maintenance and upkeep for potential sale of excess land.
Expenditure Required/Source of Funds:	$1 and up to $5,000 for closing costs with the use of TIF funds
Alternative:	Not approve
Legal Descriptions:	That part of Lot 8, Northeast Industrial Park, Plat No. 1, Waterloo, Black Hawk County, Iowa, laying north of the north line of GT Drive as described in Miscellaneous Book 337 Page 508, in the Black Hawk County Recorder’s Office.

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 _____, 2021, by and between Gray Transportation, Inc. (the "Company") and the City of Waterloo, Iowa, ("City").

RECITALS

A. In furtherance of the objectives of Iowa Code Chapter 403 (the "Urban Renewal Act"), the City is engaged in carrying out urban renewal project activities in an area known as the Northeast Industrial Area Urban Renewal and Redevelopment Plan area ("Urban Renewal Area").

B. Company is willing and able to finance and undertake construction and/or rehabilitation of buildings and related improvements on property located in the Northeast Industrial Area Urban Renewal and Redevelopment Plan area and legally described on Exhibit "A" attached hereto (the "Property").

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

AGREEMENT

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

1. **Sale of Property; Title.** Subject to the terms hereof, City shall convey the Property to Developer for the sum of $1.00 (the "Purchase Price") within thirty (30) days after approval of this Agreement by City (the "Closing"). Conveyance shall be by special warranty deed, free and clear of all encumbrances arising by or through City except: (a) easements, conditions and restrictions of record as set forth in the

subdivision Deed of Dedication, (b) future real estate real property taxes and assessments arising after the date of Closing; (c) general utility and right-of-way easements serving the Property and of record; and (d) restrictions imposed by City zoning ordinances and other applicable law. Notwithstanding the foregoing, City shall have no duty to convey title to Company until Company delivers to City reasonable and satisfactory proof of Company's financial ability to undertake and carry on the Project (defined below), which may take the form of a lending commitment letter. Company shall, at its own expense, prepare an updated abstract of title, or in lieu thereof Company may, at its own expense, obtain whatever form of title evidence it desires. If title is unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Company (such time period not to exceed thirty (30) days), Company may terminate this Agreement, and shall have no obligation to accept title to the Property or otherwise perform under this Agreement. City shall promptly provide any title documents it has in its possession, including any abstracts, to assist in title preparation.

2. **Improvements by Company.** Company shall construct a building consisting of approximately 8,625 square feet, and related landscaping and parking improvements (collectively, the "Improvements"). Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the urban renewal plan, and all applicable City, state, and federal building codes, and shall comply with all applicable City ordinances. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Property, the Improvements, and all site preparation and development-related work to make the Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project".

3. **Construction Plans.** Company agrees that it will cause the Improvements to be constructed on the Property in conformance with construction plans (the "Plans") that have been submitted to the City. Company agrees that the scope and scale of the Improvements to be constructed shall not be significantly less than the scope and scale of the Improvements as detailed and outlined in the Plans.

If any material modification in the scope, scale or nature of the Plans is proposed, Company shall submit modified Plans (the "Modified Plan") to the City for review. Modified Plans shall be subject to approval by the City as provided in this Section. City shall approve the modified Plans in writing if: (a) the Modified Plans conform to the terms and conditions of this Agreement; (b) the Modified Plans conform to the terms and conditions of the urban renewal plan; (c) the Modified Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations and City permit and design review requirements; (d) the Modified Plans are adequate for purposes of this Agreement to provide for the construction of the Improvements, and (e) no Event of Default under the terms of this Agreement has occurred; provided, however,

that any such approval of the Plans or Modified Plans pursuant to this Section shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Plans or Modified Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

The Modified Plans must be rejected in writing by City within thirty (30) days of submission or shall be deemed to have been approved by the City. If City rejects the Modified Plans in whole or in part, Company shall submit new or corrected Modified Plans within thirty (30) days after receipt by Company of written notification of the rejection, accomplished by a written statement of the City specifying the respects in which Company's Modified Plans fail to conform to the requirements of this Section. The provisions of this Section relating to approval, rejection and resubmission of corrected Modified Plans shall continue to apply until the Modified Plans have been approved by the City; provided, however, that in any event Company shall submit Modified Plans which are approved by City prior to commencement of construction of the additional or modified Improvements.

Approval of the Plans or Modified Plans by the City shall not relieve Company of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, state and local laws, ordinances and regulations, nor shall approval of the Plans or Modified Plans by City be deemed to constitute a waiver of any Event of Default. Approval of Plans or Modified Plans hereunder is solely for purposes of this Agreement and shall not constitute approval for any other City purpose nor subject the City to any liability for the Improvements as constructed.

4. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Company's commitment to undertake the Project and to construct the Improvements in a timely manner constitutes a material inducement for the City to convey the Property to Company and that without said commitment, the City would not do so. Company must begin construction of the Improvements before April 30, 2022, and the Improvements must be Substantially Completed by June 30, 2023 (the "Completion Date"). For purposes of this Agreement, "Substantially Completed" means the date on which the Improvements have been completed in accordance with the Plans or Modified Plans to the extent necessary for the City to issue a certificate of occupancy relating thereto.

If Company has not, in good faith, begun the construction of the Improvements on the schedule stated above, then title to the Property shall revert to the City, except as provided in this Agreement; provided, however, that if construction has not begun within the stated period but the development of the Project is still imminent, the City's Community Planning and Development Director may, but shall not be required to, consent to an extension of time of up to six (6) months for the construction of the Improvements, and if an extension is granted but construction of the Improvements has not begun within such extended period, then the title to the Property shall revert to the

City after the end of said extended period. Any further time extensions will require consent of the City Council. If development has commenced within the required period, as the same may be extended, and is subsequently stopped or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company, the requirement that construction be completed by the Completion Date shall be tolled for a period of time equal to the period of such stoppage or delay. If, after commencement of construction, construction is not completed by the Completion Date, as the same may be extended, then City may terminate this Agreement as set forth in Section 13, title to the Property shall revert to City, and City shall have no further obligation hereunder.

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

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

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

7. **Minimum Assessment Agreement.** Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property. Company further agrees that prior to the date set forth in Section 2 of the Minimum Assessment Agreement (the "MAA") attached hereto as Exhibit "B" it will not seek or cause a reduction in the taxable valuation for the Property as improved pursuant to this

Agreement, which shall be fixed for assessment purposes, below the amount of $400,000.00 (the "Minimum Actual Value"), through:

(a) willful destruction of the Property, the Improvements, or any part of either;

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

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

Company agrees to execute and deliver the MAA concurrently with its execution and delivery of this Agreement.

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

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

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

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

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

E. Company will maintain, preserve and keep the Property, including but not limited to the Improvements, in good repair and working order, ordinary

wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions.

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

G. During the period until termination of the MAA, Company agrees that it will make no conveyance, lease or other transfer of the Property or any interest therein that would cause the Property or any part thereof to be classified as exempt from taxation or subject to centralized assessment or taxation by the State of Iowa.

H. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to any and all parts of the Property. Company agrees that (1) it will not seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute or regulation relating to the taxation of real property included within the Property that is determined by any tax official to be applicable to the Property or to Company, or raise the inapplicability or constitutionality of any such tax statute or regulation as a defense in any proceedings of any type or nature, including but not limited to delinquent tax proceedings, and (2) it will not seek any tax deferral, credit or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other state law, of the taxation of real property included within the Property.

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

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

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

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

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

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

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

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

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

F. The financing commitments, which Company will proceed with due diligence to obtain, to finance the construction of the Improvements will be sufficient to enable Company to successfully complete construction of the Improvements as contemplated in this Agreement, subject to additional costs incurred due to Unavoidable Delays.

11. **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, and Company shall indemnify, defend and hold such parties harmless against, any damage or injury to the persons or property of Company or its directors, officers, employees, contractors or agents, or any other person who may be about the Property or the Improvements, due to any act of

negligence or willful misconduct of any person, other than any act of gross negligence or willful misconduct on the part of any such indemnified party or its officers, employees or agents.

B. Except for any willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) the acquisition and condition of the Property and the construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the Property, but only to the extent such liability has not been previously transferred to and accepted by the City in writing.

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

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

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

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

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

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

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

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

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

13. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may suspend its performance under this Agreement until it receives assurances from Company, deemed adequate by City, that Company will cure its default and continue its performance under this Agreement. Before exercising such remedy, City shall give 30 days' written notice to Company of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 30 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Further, after suspension of performance in the manner set forth above, City may terminate this Agreement and exercise any and all remedies available at law, equity, contract or otherwise.

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

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

14. **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. City hereby agrees to timely undertake and complete all such procedures, hearings and approvals so that the benefits that City promises to Company hereunder as an inducement for Company to undertake and complete the Project as set forth in this Agreement will not be lost. If such completion does not occur, then any conveyance, benefit or incentive of any type provided by City hereunder within said 180-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same. To the extent permitted by applicable law, City agrees to indemnify Company and hold it harmless from and against any claims, damages, costs, expenses or loss of value suffered by Company and arising from such revocation or repayment.

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

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, 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 2459 GT Drive, Waterloo, Iowa 50703, Attention: Darrin Gray.

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

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

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

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

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

23. **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.

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

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

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

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

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

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

GRAY TRANSPORTATION, INC.

By: Darrin Gray
Darrin L. Gray, President

PERSONAL GUARANTY. The undersigned shareholders and/or key officers 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.

_____

Darrin L. Gray

EXHIBIT "A"

Legal Description of Property

That part of Lot 8, Northeast Industrial Park, Plat No. 1, Waterloo, Black Hawk County, Iowa, laying north of the north line of GT Drive as described in Miscellaneous Book 337 Page 508, in the Black Hawk County Recorder's Office.

EXHIBIT "B"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of _____, 2021, by and among the CITY OF WATERLOO, IOWA ("City"), GRAY TRANSPORTATION, INC. ("Company"), and the COUNTY ASSESSOR of the City of Waterloo, Iowa ("Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Company have entered into a development agreement (the "Development Agreement") regarding certain real property (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 Northeast Industrial Area Urban Renewal and Redevelopment 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 $400,000.00 (the "Minimum Actual Value") until termination of this Agreement. The parties hereto agree that construction of the Minimum Improvements will be substantially completed by December 31, 2023. If the Minimum Improvements are not substantially completed by said date, then the parties agree to execute an amendment to this Agreement that will extend the date specified in Section 2 below.

2. The Minimum Actual Value herein established shall be of no further force and effect, and this Minimum Assessment Agreement shall terminate, on December 31, 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.

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

By: _____
Kelley Felchle, City Clerk

GRAY TRANSPORTATION, INC.

By: Darrin Gray
Darrin L. Gray, President

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

On this _____ day of _____, 2021, before me, a Notary Public in and for the State of Iowa, personally appeared Quentin Hart and Kelley Felchle, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

_____
Notary Public

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

Subscribed and sworn to before me on October 22, 2021 by Darrin L. Gray as President of Gray Transportation, Inc.

NOTARIAL SEAL IOWA
ADRIENNE MILLER
COMMISSION NO. 809109
MY COMMISSION EXPIRES
FEBRUARY 23, 2024

Notary Public

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to that land and improvements upon completion shall not be less than Four Hundred Thousand and 00/100 Dollars ($400,000.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof, subject to adjustment as provided in said agreement.

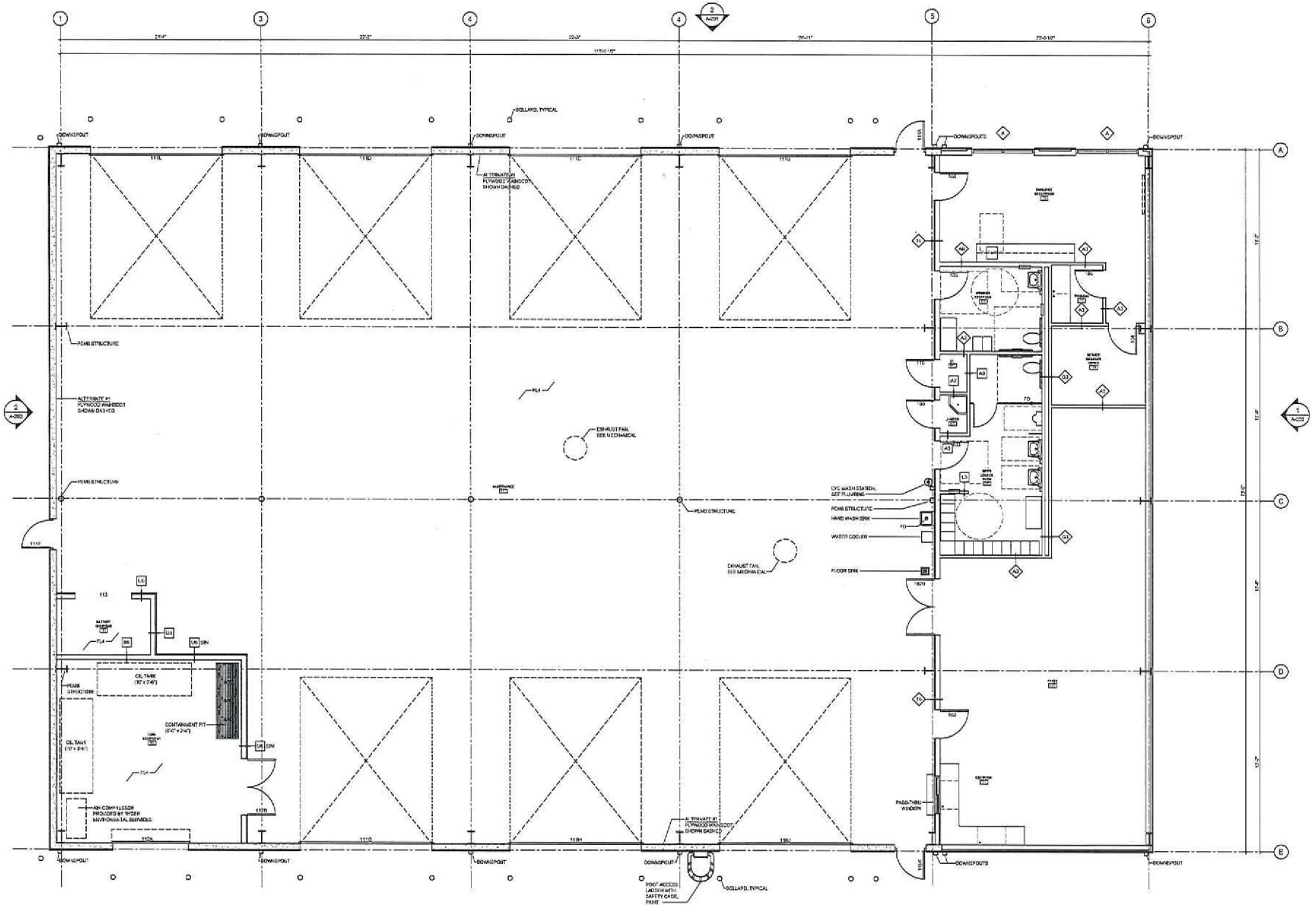
_____
Assessor for Black Hawk County, Iowa

_____
Date

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

Subscribed and sworn to before me on _____, 2021 by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

_____
Notary Public



These documents may not be used for regulatory approval, permit or construction.

23 April 2021 1

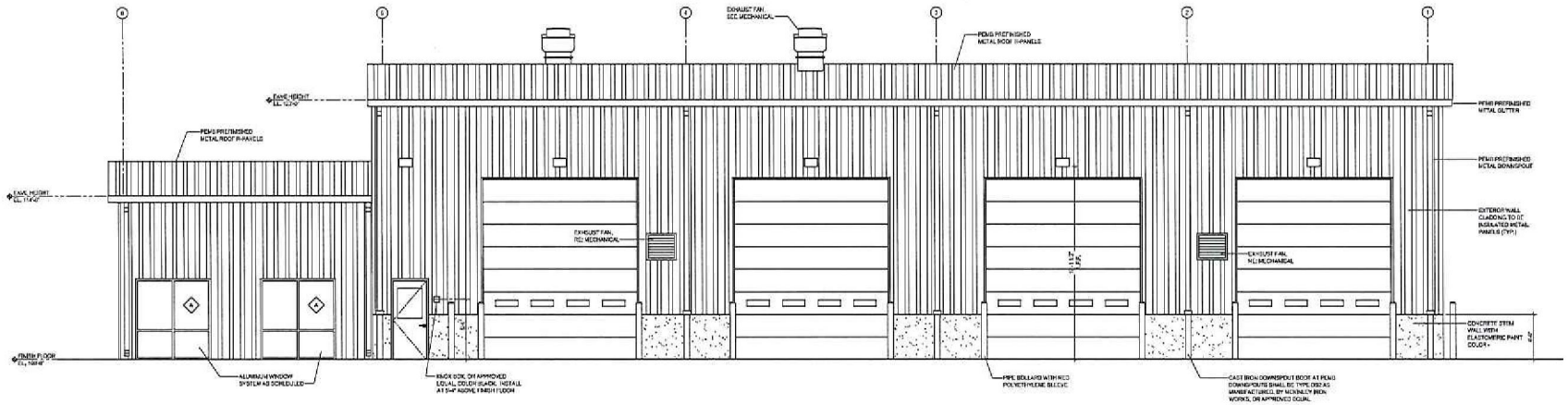
21120.00

0 4'-0" 8'-0"

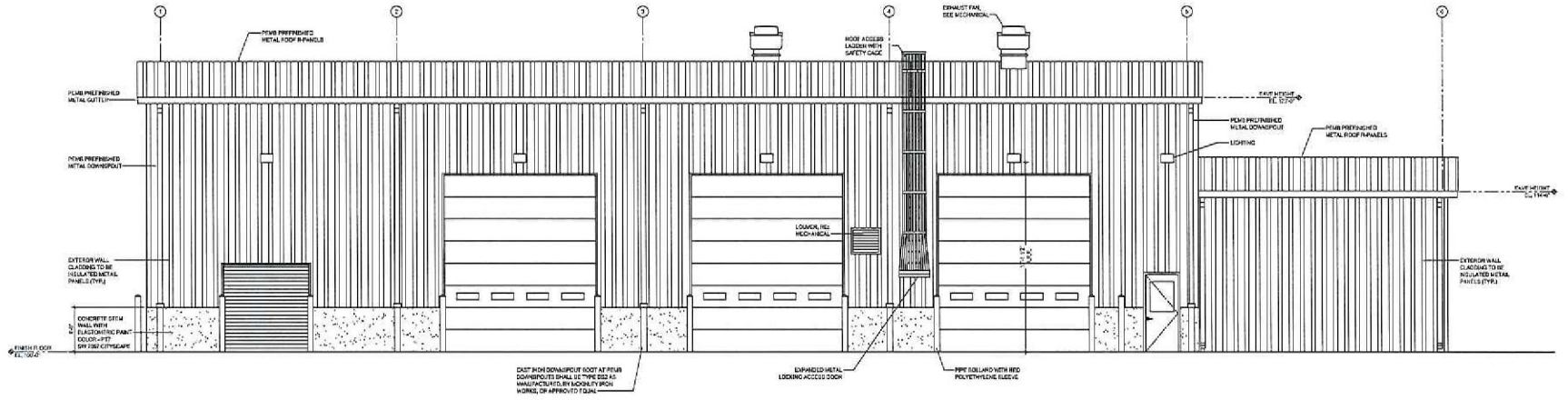
Floor Plan

Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT • BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING



2 NORTH ELEVATION
A-201 0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"



1 SOUTH ELEVATION
A-201 0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"

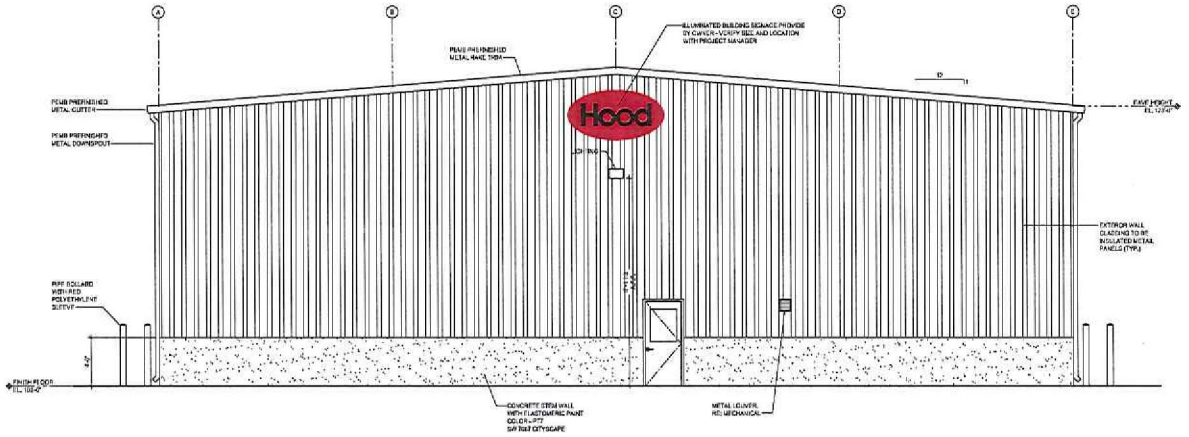
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21120.00

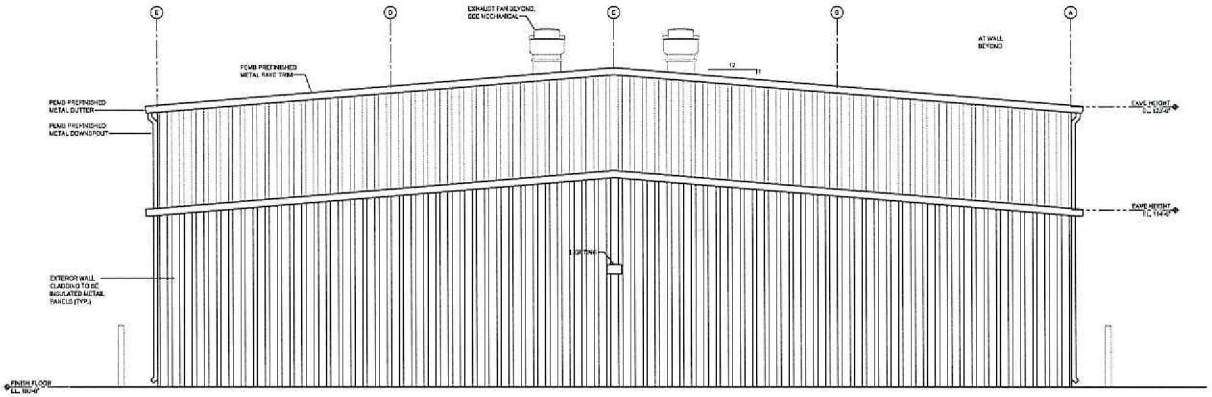
Exterior Elevations

Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT • BENNER PARTNERS
ARCHITECTURE • INTERIORS • PLANNING



2 WEST ELEVATION



1 EAST ELEVATION

These documents may not be used for regulatory approval, permit or construction.

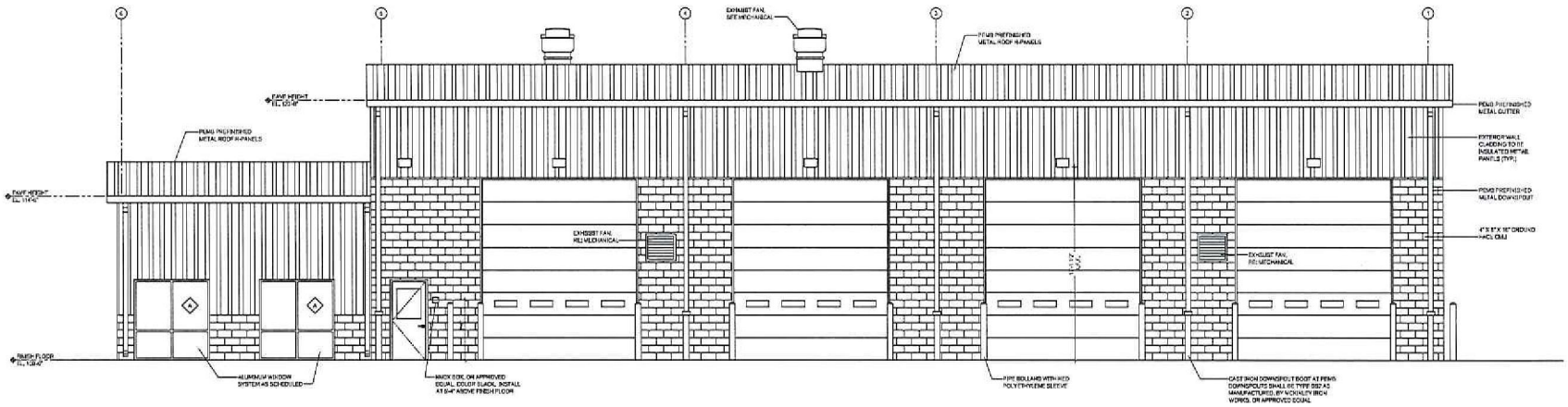
23 April 2021 3

21120.00

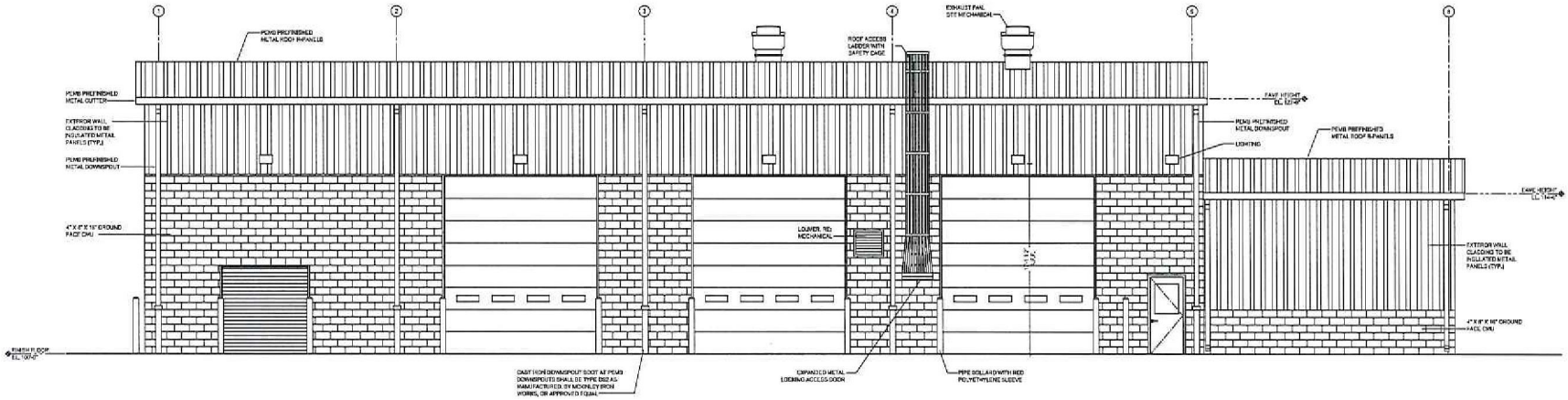
Exterior Elevations

Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT • BENNER PARTNERS
ARCHITECTURE • INTERIORS • PLANNING



2 NORTH ELEVATION
A201 1/4" = 1'-0"



1 SOUTH ELEVATION
A201 1/4" = 1'-0"

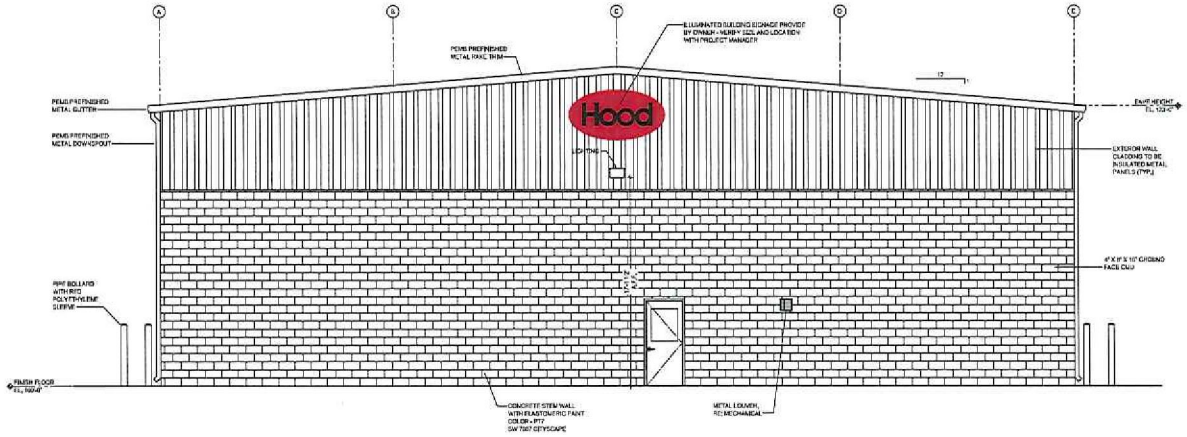
These documents may not be used for regulatory approval, permit or construction.

21120.00

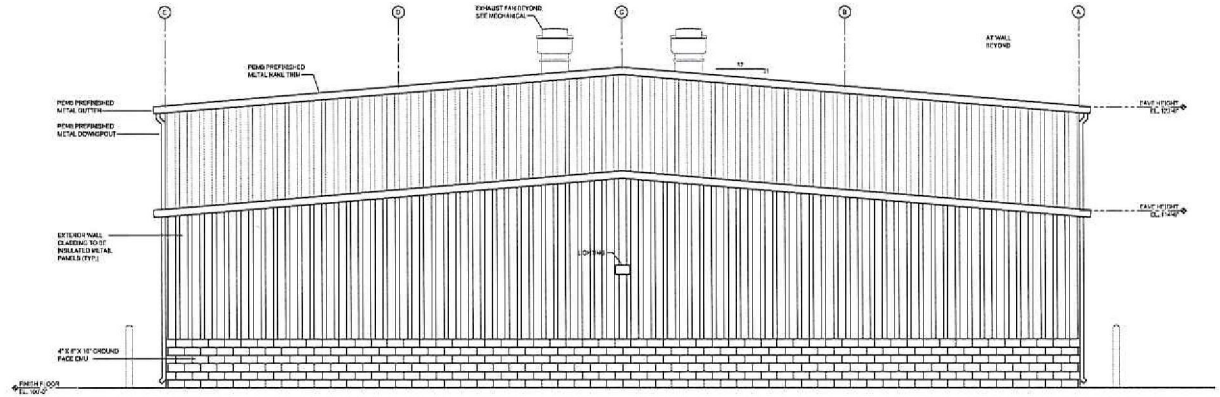
Exterior Elevations

Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT • BENNER PARTNERS
ARCHITECTURE • INTERIORS • PLANNING



2 WEST ELEVATION
A-202 0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"



1 EAST ELEVATION
A-202 0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"

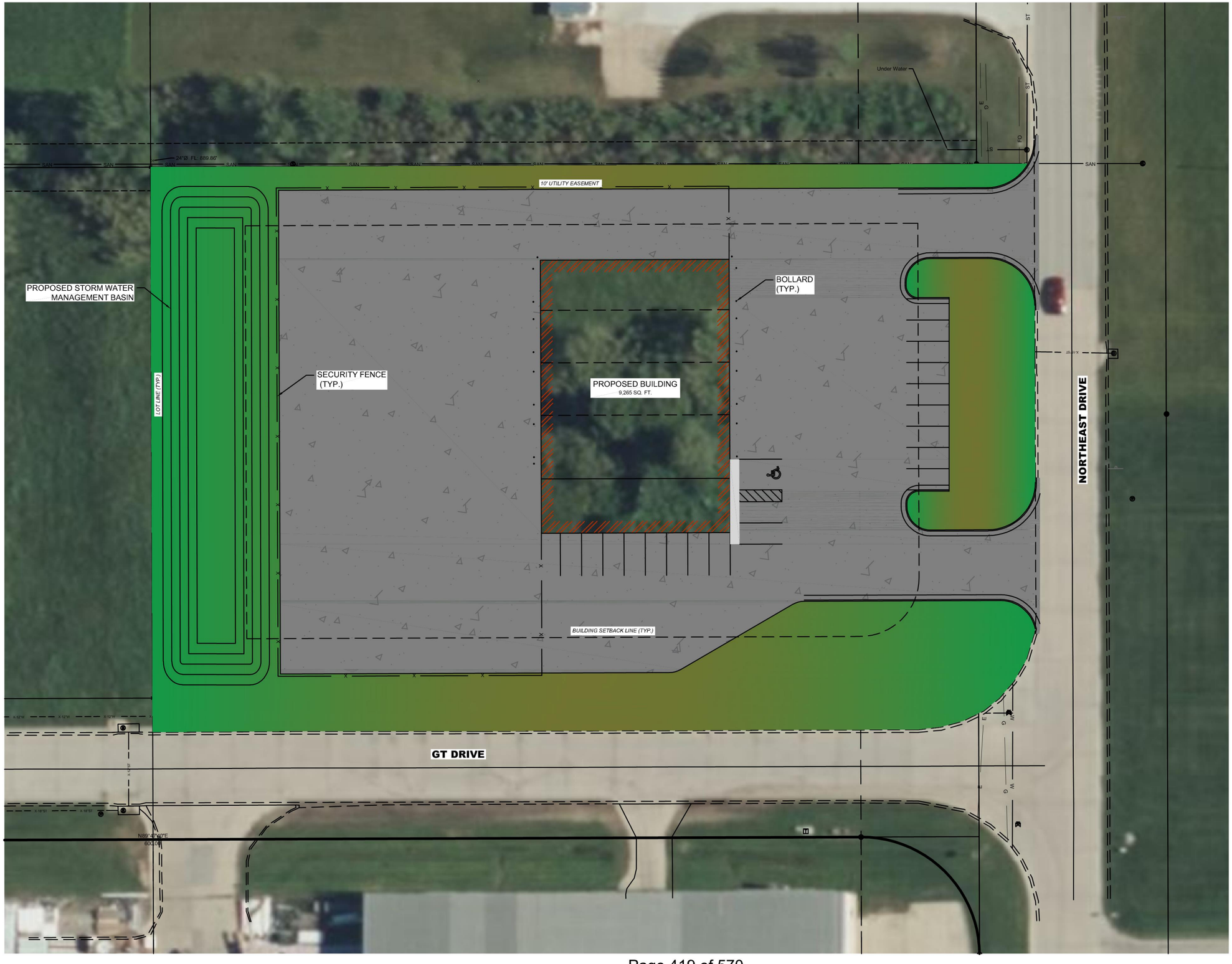
These documents may not be used for regulatory approval, permit or construction.

21120.00

Exterior Elevations

Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT • BENNER PARTNERS
ARCHITECTURE • INTERIORS • PLANNING



LEGEND		
Existing	Proposed	
		BOUNDARY LINE
		EASEMENT LINE
		PROPERTY LINE
		SECTION/R.O.W. LINE
		SETBACK LINE
000	000	CONTOUR LINE
E	E	ELECTRIC LINE
X	X	FENCE LINE
FO	FO	FIBER LINE
G	G	GAS LINE
OHU	OHU	OVERHEAD UTILITY LINE
X-SAN	X-SAN	SANITARY SEWER LINE
		SILT FENCE LINE
X-ST	X-ST	STORM SEWER LINE
T	T	TELEPHONE LINE
TV	TV	TELEVISION LINE
X-W	X-W	WATER LINE

NORTH

0 20' 40'

218144

VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-266-5829

GRAY TRANSPORTATION BUILDING
2459 GT DRIVE
WATERLOO, IOWA

CIVIL SITE PLAN

5 OF 7

Scale	1"=20'
Drawn	SJC
Reviewed	PTA
Date	2021.12.17
Revisions	

218144

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/27/2022

ATTACHMENTS:

Description	Type
Ruby Abebe lease	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING - No comments on file. Motion to close hearing and receive and file oral and written comments. Resolution approving 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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve lease
Summary Statement:	Ruby Abebe is working to obtain a grant to help minorities learn more about growing produce and farming methods in general. The City is working to provide a location (west 50 feet of a lot in Northeast Industrial Park or about 0.22 acres in size) for the project. The location is right off of the recreational trail, in good visibility for use from MLK Jr Drive, and should be compatible to the uses in the Industrial Park. A two year lease was approved on 1/18/22, but the applicant is requesting a 5 year lease, which requires a hearing and will require that the previous approval by Resolution No. 2022-041 be rescinded.
Neighborhood Impact:	As a 5-year lease, the City will see how the project is developed, if it needs a new site for growth in the future, etc. It should be a good starting point to see how it interacts with the industrial business area.
Data/Analysis and Strategies:	The City is interested in seeing programs help our citizenry learn new methods.
Implementation, Accountability, and Communication:	The project must be approved by City Council.

Community Engagement Methods:	Ms. Abebe will work to get people interested in the project, if the grant is received.
Expenditure Required/Source of Funds:	None
Alternative:	Not approve
Legal Descriptions:	The West 50 feet of Lot 14, Northeast Industrial Park Plat No. 3, City of Waterloo, Iowa.

LEASE AGREEMENT
for
CITY-OWNED PROPERTY WITH ECONOMIC DEVELOPMENT POTENTIAL

This Lease Agreement (the "Agreement") is made and entered into as of _____, by and between the City of Waterloo, Iowa ("City"), and Ruby Abebe ("Lessee").

1. **Premises.** The City agrees to allow the Lessee to use and occupy City property (the "Property") which is a bare lot at the Southwesterly end of GT Drive, Waterloo, Iowa, and more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference. Lessee shall use the Property only for growing vegetables for human consumption and shall not otherwise grow crops, cultivate the land, or use the Property for any other purpose whatsoever. The parties acknowledged that the activities contemplated by this Lease are being done pursuant to a grant that Lessee has obtained to provide opportunities to minorities for growing vegetables and becoming acquainted with farming practices. The intent is that all such activities shall be non-commercial in nature. The parties acknowledge that the Property is not farm land and is held by City for economic development purposes.

2. **Term, Rent.** (a) The City agrees to allow Lessee to use and occupy the Property for a term commencing on January 1, 2022 and terminating on December 31, 2023, subject in any case to early termination as provided in Section 3.

(b) As rental, the Lessee agrees to pay the City the sum of $100.00 upon execution of this Agreement and on or before January 1 of each year thereafter during the initial term or any renewal term of this Agreement. Any payment made is non-refundable in the event this Agreement is terminated by either party pursuant to Section 3 below. If rent is not paid by the due date(s), Lessee shall incur a late charge of $25.00. All rent is to be paid to the City of Waterloo, 715 Mulberry Street, Waterloo, IA, 50703, Attn: Community Planning & Development, or at such other place as the City may direct in writing.

3. **EARLY TERMINATION; Compensation to Lessee.** (a) Lessee agrees that the City may terminate this Agreement, as to any part or all of the Property, upon sixty (60) days' advance written notice if the City needs the use of the Property for its own purposes, including but not limited to a third-party economic development purpose, and Lessee hereby expressly waives any rights it may have under Iowa law that may require the giving of a different notice or the giving of notice by a specific date. ***Lessee hereby acknowledges and agrees that it takes and uses the Property subject to the risk of early termination, and Lessee hereby agrees to assume said risk.*** Lessee also may terminate this Agreement, in whole but not in part, upon thirty (30) days' advance written notice to the Waterloo Community Planning and Development Department.

(b) As consideration for Lessee's agreement to allow early termination as set forth in the preceding paragraph, the City agrees that upon early termination, City shall reimburse Lessee for any input costs incurred by Lessee in the year of termination for which Lessee can provide written substantiation. Inputs may include, but are not necessarily limited to, seeds, seed or starter plants, fertilizer, herbicides and pesticides.

4. **Care of Property.** Lessee takes the Property in AS-IS condition, and City shall have no duty to prepare the Property in any way for Lessee's use. Lessee agrees to maintain the Property,

including but not limited to controlling the growth of weeds, shrubs and trees, preventing the accumulation of debris, and properly disposing of trash and gardening waste.

5. **Improvements; Services.** Lessee shall erect no enclosed structures, but may place a removable shed or greenhouse structure, on the Property. Any improvements made to or upon the Property shall be done at Lessee's sole cost, expense and risk, Lessee shall not be entitled to any compensation or reimbursement for any improvements remaining upon the Property at the end of the Lease term, and upon termination of this Lease such improvements shall automatically become the property of City, free and clear of any claim, lien, encumbrance or interest of Lessee. Lessee shall be responsible for the cost of extending and using any utility services that Lessee deems necessary or desirable.

6. **Livestock.** No livestock are permitted on the Property.

7. **No Hunting.** Lessee shall not hunt nor permit any other person to hunt on the Property. If Lessee becomes aware of trespassers on the Property, it will instruct them to leave immediately.

8. **Indemnity.** Lessee hereby agrees to indemnify and hold the City, its officials, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, fines, fees, penalties, damages and liabilities of any type or nature whatsoever, including but not limited to reasonable attorneys' fees, arising from or in any way connected with use of the Property in any manner, whether directly or indirectly, by Lessee, her employees, contractors, agents or invitees, and shall further indemnify the City for any damage to the Property caused by Lessee, her employees, contractors, agents or invitees.

9. **Insurance.** Lessee shall, at her own expense, procure and maintain comprehensive public liability insurance in the amount of not less than $500,000 per occurrence. Such insurance shall cover liability arising from the acts or omissions of Lessee, her employees and agents, and shall protect the City against such claims, damages, costs or expenses on account of injury to any person or persons, or to the property of same, by reason of such casualty, accident or other occurrence on or about the Property during the term of this Agreement. Certificates or copies of said policies, naming the City as an additional insured, and providing for thirty (30) days' advance notice to the City before cancellation, shall be delivered to City no later commencement of the Lease term. A renewal certificate shall be provided to the City prior to expiration of any policy. The City shall provide no insurance for the property or activities of the Lessee, her employees, contractors, agents or invitees.

5. **Third-Party Rights.** No person or entity who participates in any program operated by Lessee on the Property shall acquire any right, title or interest in or to the Property or this Lease.

11. **Chemicals.** (a) Lessee shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Lessee shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the Property. Chemicals used on the Property shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the Property. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal. Lessee shall immediately notify City of any chemical discharge, leak, or spill which occurs on the Property.

(b) Lessee shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Lessee shall properly post the Property (when posting is required) whenever chemicals are applied by ground or air. Lessee shall not dispose of any substances, including but not limited to waste oil, tires, batteries, paint, other chemicals or containers, anywhere on the Property. Solid waste may not be disposed of on the Property. Dead livestock may not be buried on the Property. No underground storage tanks shall be placed or maintained on the Property.

(c) After termination, Lessee shall remain liable for violations which occurred during the term of this Agreement.

12. **City Access.** The City may enter the Property at any reasonable time for the purpose of consulting with Lessee, viewing the Property, making improvements, or for other reasonable purposes that do not interfere with Lessee's ability to use the Property as provided herein.

13. **No Sublease or Assignment.** Lessee shall not lease or sublet any part of the Property nor assign this Agreement to any other person without the prior written permission of the City.

14. **Condition at End of Term.** Lessee agrees that on termination of the Agreement, Lessee will yield possession of the Property to City without further demand or notice, in as good order and condition as at the beginning of the term of this Agreement.

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 City and Lessee nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

16. **Default.** If Lessee fails to observe any term, condition, requirement or restriction set forth in this Agreement, including but not limited to the payment of rent, it shall be in default of this Agreement, and City may then exercise any and all legal remedies available under applicable law. In the event of default Lessee shall be liable for any and all damage or loss suffered or incurred by City, including but not limited to reasonable attorneys' fees and expenses incurred in connection with the exercise of any right or remedy by City.

17. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person or by United States certified mail, postage prepaid, and addressed to the other party at its last known address. Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, or (ii) three (3) business days following the date of deposit if mailed by United States certified mail, postage prepaid.

18. **Miscellaneous.** This Agreement contains the entire Agreement between the parties. None of the covenants, provisions, terms or conditions of this Agreement will in any manner be modified, waived, or abandoned, except by written instrument duly signed by both parties. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.

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

CITY OF WATERLOO

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

LESSEE

_____
Ruby Abebe

CITY'S ACKNOWLEDGMENT:

STATE OF IOWA, BLACK HAWK COUNTY, SS:

Acknowledged before me on _____, by Quentin Hart and Kelley Felchle, as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____
Notary Public

LESSEE'S ACKNOWLEDGMENT

STATE OF IOWA, BLACK HAWK COUNTY, SS:

Acknowledged before me on _____, by Ruby Abebe.

_____
Notary Public

EXHIBIT "A"

PROPERTY DESCRIPTION

CITY OF WATERLOO

Council Communication

Resolution approving an agreement with Sourcewell concerning cooperative purchasing and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 2/7/2022
Prepared: 1/20/2022

ATTACHMENTS:

	Description	Type
	contract	Cover Memo

SUBJECT:	Resolution approving an agreement with Sourcewell concerning cooperative purchasing and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager

SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and The City of Waterloo, Iowa, (hereinafter referred to as the "Member").

Agreement

1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. Section 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. Section 471.345, and Iowa Code Section 28E.4. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. Section 123A.21 Subd. 7(23). The duration of this agreement shall be ten years from the date of approval by the City of Waterloo. Either party may terminate this agreement for any reason after sixty days notice. No separate legal or administrative entity is created by this agreement. No financing or budgeting is necessary. The Director of Public Works of the City of Waterloo shall be the administrator of this agreement.

2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.

3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.

4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the Order.

5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.

6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor pursuant to Iowa law.

7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties of their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

Member Name	**Sourcewell**
By:_____	_____
Its:_____	_____
(Title)	(Title)
Date:_____	Date:_____

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/18/2022

ATTACHMENTS:

Description	Type
RR agreement_Newton St	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Wayne Castle, PLS, PE, Associate Engineer
Recommended Action:	Approve State of Iowa Grade Crossing Surface Repair Fund Force Account Agreement and authorize Mayor to sign and enter into said agreement.
Neighborhood Impact:	This funding program has been traditionally utilized by the City and the railroads for the reconstruction of railroad crossings.
Implementation, Accountability, and Communication:	Local Option Sales Tax revenue
Expenditure Required/Source of Funds:	

IOWA DOT

Form 291308 (04-16)

Rail Transportation Bureau
800 Lincoln Way, Ames, IA 50010

State of Iowa
State - Aid
Grade Crossing Surface Repair Fund
Force Account Agreement
Chicago, Central & Pacific Railroad

Railroad Crossing Location Information

County: Blackhawk

FRA No: 307861E

Location:

Newton Street
Street Name

Waterloo
City Name

307861E44
Project Number

Contact Information

Highway Authority Contact: **Jamie Knutson**

Office Phone No: (319) 291-4312 Email Address: jamie.knutson@waterloo-ia.org

Railroad Company Contact: **Nicholas Burwell**

Office Phone No: (319) 236-9205 Email Address: nicholas.burwell@cn.ca

Iowa DOT Program Manager: **Kristopher Klop**

Office Phone No: (515) 239-1108 Email Address: kristopher.klop@dot.iowa.gov

Iowa DOT Project Inspector: **Travis Tinken**

Office Phone No: (515) 290-5055 Email Address: travis.tinken@dot.iowa.gov

THIS AGREEMENT, entered into pursuant to Iowa Code Ch. 327G and 761 Iowa Administrative Code, Chapter 821, is between the city of Waterloo, Iowa, hereinafter referred to as **HIGHWAY AUTHORITY**, and Chicago, Central & Pacific Railroad, hereinafter referred to as **COMPANY**, and Iowa Department of Transportation, hereinafter referred to as **DEPARTMENT**.

The HIGHWAY AUTHORITY and the COMPANY agree to repair the at-grade crossing located at Newton Street in Waterloo, Iowa, and further agree as follows.

SECTION I. Work Statement and Performance. The COMPANY and the HIGHWAY AUTHORITY have determined the extent of the repair to be performed at this crossing, including railway, roadway approach modifications, and replacement of existing sidewalks and/or recreational trails. This repair shall conform to the COMPANY and HIGHWAY AUTHORITY Standards. The agreed work, generally described in the Work Statement identified as Exhibit "A" attached hereto and made part of this Agreement, is to be performed by COMPANY forces. In the absence of specific COMPANY standards that have been accepted by the DEPARTMENT, BNSF/Union Pacific Railroad common crossing standards shall be used as guidance. Current standards are at the following website and considered as part of this agreement: http://www.iowadot.gov/iowarail/pdfs/UP-BNSF%20road_xings%20Std.pdf

If the COMPANY chooses to utilize contract company forces to perform the work, the COMPANY must obtain detailed itemized bids for the work to be completed. The COMPANY must provide the bids to the DEPARTMENT and HIGHWAY AUTHORITY for review and approval. The DEPARTMENT and HIGHWAY AUTHORITY shall approve the bid prior to the contract company performing any repair work. In the event that a contract company is utilized by the COMPANY, Exhibit B of this document is in effect and must be followed.

The HIGHWAY AUTHORITY will be responsible to have existing sidewalk(s) and/or recreational trail(s) replaced by a contractor or their own forces, in accordance with the Americans with Disabilities Act (ADA) requirements. In the absence of specific HIGHWAY AUTHORITY standards that are acceptable to the COMPANY, the DEPARTMENT's Standard Road Plan MI-220 shall be used. As per Standard Road Plan MI-220, the detectable warning is to be installed **12'** from the edge of the nearest rail, and the sidewalk is a minimum width of **5'**. The project will include the cost of an additional two feet of sidewalk and/or recreational trail, or to the nearest sidewalk and/or recreational trail joint, whichever is less, beyond the detectable warning. Any additional new sidewalk and/or recreational trail beyond that point will be paid by the HIGHWAY AUTHORITY and is not part of this project. Truncated domes are the only detectable warnings allowed by ADA Accessibility Guidelines. Grooves, exposed aggregate, and other designs intended for use as detectable warning are too similar to pavement textures, cracks, and joints and are not considered equivalent facilitation, and do not comply with ADA requirements. Future maintenance of the sidewalk(s) and detectable warning device will be the responsibility of the HIGHWAY AUTHORITY.

If the HIGHWAY AUTHORITY chooses to utilize contract company forces to perform the sidewalk or recreational trail work referenced in the above paragraph, the HIGHWAY AUTHORITY must obtain detailed itemized bids for the work to be completed. The HIGHWAY AUTHORITY must provide the bids to the DEPARTMENT for review and approval. The DEPARTMENT shall approve

the bid prior to the contract company performing any repair work.
The HIGHWAY AUTHORITY will coordinate and have the approaches completed according to the Exhibit "A" of this agreement.

The HIGHWAY AUTHORITY will pay the contractor and submit a detailed invoice billing to the COMPANY for 100% of the approach costs, along with costs for the sidewalk, and/or recreational trail. Copies of the contractors' invoice(s) should be included with the HIGHWAY AUTHORITY's billing. The COMPANY will reimburse the HIGHWAY AUTHORITY at 100%. These costs will then be included in the final billing to the DEPARTMENT and HIGHWAY AUTHORITY.

If the HIGHWAY AUTHORITY chooses to place the approaches, sidewalk(s) and/or recreational trail(s) with their own forces, they will submit an itemized billing for 100% of their costs to the COMPANY. The COMPANY will reimburse the HIGHWAY AUTHORITY at 100%. These costs will then be included in the final billing to the DEPARTMENT and HIGHWAY AUTHORITY.

The COMPANY will have the asphalt contractor chosen by the HIGHWAY AUTHORITY place the underlayment in the track opening as per the UP/BNF specifications. The billing for all asphalt will be included in the invoice the contractor submits to the HIGHWAY AUTHORITY and handled the same as stated above.

SECTION II. Cost Estimate. The estimated cost of the project work is itemized on Exhibit "B" attached hereto, and made part of this Agreement. If project costs exceed the engineered estimate by more than 10%, the accrued costs must be provided to the DEPARTMENT and HIGHWAY AUTHORITY for review. The DEPARTMENT shall not pay any portion of costs over 10% of the estimate until both the DEPARTMENT and the HIGHWAY AUTHORITY have confirmed that the costs are properly within the scope of the project and in compliance with the terms of this agreement.

SECTION III. Work Start and Completion. The date this agreement is signed by the DEPARTMENT is the COMPANY's authorization to proceed with the work. The COMPANY shall begin the construction of the project as soon as possible after the date the DEPARTMENT signs this agreement and shall complete the project within 18 months. Costs incurred prior to the DEPARTMENT signing the agreement are not reimbursable under this Agreement. Cost incurred more than 18 months after the DEPARTMENT signs this agreement will not be reimbursed unless the COMPANY has requested in writing, **prior to expiration of the agreement,** and received from the DEPARTMENT a written extension of time for completion. The DEPARTMENT shall have complete discretion, and be the sole authority to grant or deny extensions. Costs incurred for work following the extension time will not be reimbursed.

SECTION IV. Traffic Control. The roadway will be closed during repair. Exhibit "A" describes specific closure conditions. The HIGHWAY AUTHORITY is responsible for the establishment and payment for traffic control (i.e.: barricades, signing, detours, detour damage, and runarounds).

The COMPANY shall advise the HIGHWAY AUTHORITY Contact Person: 1) a minimum of 60 days in advance of the approximate starting date to allow the HIGHWAY AUTHORITY to implement the detour; and 2) 14 days in advance of the actual starting date to allow the HIGHWAY AUTHORITY adequate time to provide and install appropriate signs on the detour.

SECTION V. Work Notification. The COMPANY shall notify the DEPARTMENT and the HIGHWAY AUTHORITY's Contact Person no later than 14 days prior to the start of its work at the crossing. The HIGHWAY AUTHORITY shall be given ample opportunity to document the materials, equipment, and labor required to complete the project. The DEPARTMENT and HIGHWAY AUTHORITY shall have the right to inspect the project work at any time. The HIGHWAY AUTHORITY shall perform on-site inspection of the project work each day.

SECTION VI. Project Completion. After the COMPANY has completed the required work, the COMPANY shall so notify the DEPARTMENT and the HIGHWAY AUTHORITY in writing or by email within 30 days of completion. The DEPARTMENT shall arrange an inspection with the HIGHWAY AUTHORITY, and the COMPANY in order for all parties to determine whether the project work has been completed in accordance with the terms of this Agreement or Amendments thereto. Pavement markings and stop lines shall be placed by the HIGHWAY AUTHORITY as required by Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways. If the existing traffic control devices at a multiple-track highway-rail grade crossing become improperly placed or inaccurate because of removal of some of the tracks, the existing devices shall be relocated and/or modified at COMPANY expense pursuant to the Manual on Uniform Traffic Control Devices, Part 8. If the roadway is widened or relocated, the existing devices shall be relocated and/or modified at HIGHWAY AUTHORITY expense pursuant to the Manual On Uniform Traffic Control Devices, Part 8. Relocation of the traffic control devices will be completed prior to removal of the detour. When the work has been completed in accordance with the Agreement, the COMPANY, DEPARTMENT, and the HIGHWAY AUTHORITY shall sign a Certificate of Completion and Acceptance form at the project site following final inspection.

SECTION VII. Reimbursable Costs. The COMPANY will keep an accurate and detailed account of actual and necessary reimbursable costs incurred under this Agreement. Replacement of existing sidewalk(s) and/or recreational trail(s), and subcontracted work costs shall be included in detail with the COMPANY billing. The cost of labor, material, all associated additives and subcontracted work costs are reimbursable, and shall be billed on a force account basis in accord with Title 23 Code of Federal Regulations, Part 140, Subpart I. Labor additives reimbursed are to be exclusive of indirect and overhead costs as elected by the DEPARTMENT and provided for by 23 CFR 140.907(a). The cost of preliminary project engineering, construction inspection, track inspection, relocation of existing signals, signal wires, and switches, or the construction of runarounds will not be eligible project reimbursable costs.

A copy of the Construction Sales Tax Exemption Certificate associated with this project, issued by the Iowa Department of Revenue, is attached to the Agreement. The DEPARTMENT shall not be required to reimburse state sales or use tax incurred in any state. However, the DEPARTMENT shall reimburse state sales or use tax incurred in any state other than Iowa, if all of the following conditions are satisfied:

1) COMPANY has submitted a written request for tax exemption to the state in which the materials for the project were purchased. This written request shall include a copy of the Construction Sales Tax Exemption Certificate attached to the Agreement;

2) The state in which the materials for the project were purchased by COMPANY has rejected the COMPANY'S request for tax exemption in writing;

2) COMPANY has provided to the DEPARTMENT a copy of all documentation and correspondence relating to the COMPANY'S request for tax exemption and the other state's rejection of such request; and

4) the DEPARTMENT determines that the documentation and correspondence relating to the COMPANY'S request for tax exemption and the other state's rejection of such request demonstrates that reasonable efforts were made by the COMPANY to seek an exemption from the applicable sales or use tax incurred in the other state.

SECTION VIII. Cost Sharing. The HIGHWAY AUTHORITY and COMPANY each shall pay twenty percent (20%) of the reimbursable costs defined in SECTION VII for work described in Exhibit "A". The DEPARTMENT will use the Grade Crossing Surface Repair Fund to reimburse the COMPANY for sixty percent (60%) of the total eligible costs for this project. The DEPARTMENT's CERTIFICATE OF AUDIT shall establish eligible reimbursable project costs.

SECTION IX. Progressive Payments. The COMPANY may submit accurate progressive bills to the DEPARTMENT for sixty percent (60%) of its material, labor and any subcontracted costs included in Exhibit "B", for each crossing location. The billing for material shall be for those materials that have been delivered to the project location or specifically purchased and delivered to the COMPANY for use on the project. The DEPARTMENT and HIGHWAY AUTHORITY may make progressive payments to the COMPANY for one-hundred percent (100%) of each party's billed participation, or the HIGHWAY AUTHORITY may elect to retain a percentage of their billed participation.

SECTION X. Final Billing. If applicable, the HIGHWAY AUTHORITY will submit a detailed billing to the COMPANY for the actual sidewalk and/or recreational trail replacement costs. Upon completion of the project the COMPANY shall submit an accurate final and complete, itemized, electronic billing. Final bill shall include a detailed summary of all incurred costs.

SECTION XI. Final Payment. The DEPARTMENT, upon receipt of the final bill and Certificate of Completion and Acceptance form, shall review, and forward the final bill to the DEPARTMENT'S Office of Audits for final audit. Reimbursement to the COMPANY shall be governed by the DEPARTMENT'S Certification of Audit. The DEPARTMENT shall make payment to the COMPANY equal to 60 percent (60%) of the final reimbursable amount, less previous payment. The COMPANY shall promptly reimburse the DEPARTMENT in the amount of any overpayments.

The HIGHWAY AUTHORITY shall make payment equal to 20 percent (20%) of the COMPANY final billing or the estimated cost noted on Exhibit "B" of the agreement, less previous payment, within 30 days of its receipt of the COMPANY final billing. In the event of overpayment by the HIGHWAY AUTHORITY as determined by the DEPARTMENT audit of COMPANY records, the COMPANY shall pay the HIGHWAY AUTHORITY the amount of overpayment within 30 days of its receipt of the DEPARTMENT final audit.

SECTION XII. Maintenance and Abandonment. Upon completion of the project, the COMPANY shall maintain the crossing surface to provide a safe and sufficient crossing for vehicular travel. If the track is removed from both sides of the crossing, the COMPANY shall remove the surface material, rail and cross ties from the crossing and shall restore the roadway void to the satisfaction of

the HIGHWAY AUTHORITY, all at COMPANY expense. If the existing traffic control devices at a multiple-track highway-rail grade crossing become improperly placed or inaccurate because of removal of some of the tracks, the existing devices shall be relocated and/or modified at COMPANY expense pursuant to the Manual on Uniform Traffic Control Devices, Part 8. Future maintenance of the sidewalk(s) and detectable warning device will not be the responsibility of the COMPANY.

SECTION XIII. Standard Title VI Assurances. The COMPANY shall comply with all applicable DEPARTMENT and Federal laws, rules (including the administrative rules adopted by the DEPARTMENT for the IPPP Program - 761 Iowa Administrative Code, chapter 201), ordinances, regulations, and orders. The COMPANY, and all agents of the COMPANY that participate in the project, shall also comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 - to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the DEPARTMENT.

SECTION XIV. Successor and Assigns. This agreement shall be binding upon all successors or assigns. The COMPANY shall provide written notice to the HIGHWAY AUTHORITY and the DEPARTMENT of any assignment of this Agreement.

SECTION XV. Project Contact Persons. All notices and communications essential to complete the work required by this Agreement shall be made to the Contact Persons and the DEPARTMENT specified on the cover page of this Agreement.

SECTION XVI. Integration and Amendment. This Agreement and its exhibits constitute the entire Agreement between the DEPARTMENT, the COMPANY, and the HIGHWAY AUTHORITY concerning this project. If the DEPARTMENT determines a substantial change is to be made in the project work described in Exhibit "A", the DEPARTMENT will furnish the written approval of the change.

SECTION XVII. Termination Due to Lack of Funds. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following: 1. The federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or 2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3. If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified. The DEPARTMENT shall provide the HIGHWAY AUTHORITY and COMPANY with written notice of termination pursuant to this section. The DEPARTMENT will pay the COMPANY for the DEPARTMENT share of the non-cancelable obligations allowable under the Agreement and properly incurred by the

COMPANY prior to termination.

SECTION XVIII. Merged Documents. This agreement may be executed and delivered in three or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of any section, provision, or part thereof not found to be invalid or unconstitutional.

SECTION XIX. Agreement Execution. IN WITNESS WHEREOF the COMPANY, the HIGHWAY AUTHORITY and the DEPARTMENT hereto have caused this Agreement to be executed by their duly authorized officers as of the dates indicated below.

Executed by the COMPANY — Chicago, Central & Pacific Railroad

By: _____ 12/27/21

Name — Date

Executed by the HIGHWAY AUTHORITY — Waterloo, Iowa

By: _____

Name — Date

Executed by the DEPARTMENT this — Iowa Department of Transportation

By: _____

Stuart Anderson, Director
Office of Rail Transportation — Date

IOWA DOT
Form 040016 (04-18)

EXHIBIT "A" - WORK STATEMENT

Iowa Grade Crossing Surface Repair Fund and Federal-Aid Rail/Highway Crossing Surface Repair

Meeting Date: 02/10/2020 FRA No: 307861E

County: Black Hawk

Highway Authority: Waterloo RR Company: CN

Location: Newton Street
Street City

1. **Crossing(s) Reconstructed**
   A. COMPANY will reconstruct **1** crossing(s) of **52** total feet that include **27** feet of **Rubber** surface material through the traveled roadway and **25** feet of **Rubber** surface material through the shoulder or sidewalk area. As a minimum, the crossing must extend beyond the edge of the traveled roadway and through the shoulder if not curbed.
   B. Existing rail weight through crossing(s) **115**

2. **Traffic Controls** *(check below)*
   ☐ A highway runaround will be constructed to permit two-lane traffic during repair.
   ☒ The highway will be closed for **5** days during repair.

NOTE: The HIGHWAY AUTHORITY is responsible for placement and cost of barricades, signing, detours, detour damage, and runarounds.

   A. The COMPANY shall advise the HIGHWAY AUTHORITY Contact Person:
      1). A minimum of sixty (60) days in advance of the approximate starting date to allow the HIGHWAY AUTHORITY to implement the detour.
      2). Fourteen (14) days in advance of the actual starting date to allow the HIGHWAY AUTHORITY adequate time to provide and install appropriate signs on the detour.
   The COMPANY shall advise the STATE PROJECT INSPECTOR fourteen (14) days in advance of the actual starting date.

3. **Track Elevation Relative to Existing Road Pavements** *(check below:)*
   ☒ Tracks will be constructed to meet existing road grade.
   ☐ Roadway will be reconstructed to meet a proposed new track grade *(roadway work is not covered by this Agreement.)*
   ☒ Tracks will be elevated **2** inches above the adjacent roadway requiring a taper *(complete item 4A and 4B.)*
   In any event, the parties agree to provide a smooth crossing.

4. **Roadway Work --** Must be sufficient to provide a smooth crossing.
   A. Approach Length *(estimated)*
   A **30** foot taper on the **East** side of the crossing and a **40** foot taper on the **West** side of the crossing, requires tons of **PCC** material *(estimated)*. Taper length should not exceed 25 feet for each inch of track rise.

   This work will be completed by *(mark with an X)*:
   ☐ COMPANY forces
   ☐ COMPANY contractor
   ☐ HIGHWAY AUTHORITY forces
   ☒ HIGHWAY AUTHORITY'S contractor

B. Track Opening in the Roadway *(mark with an X)*

☐ Existing track opening will be maintained.

☒ Track opening of **21** feet will be required involving the following described roadway modifications.

The track elevation will be raised to meet the current roadway elevation on the east approach. Due to the amount of ADT and speed the City wants to place PCC for approach type, the amount and cost will be in estimate.

Est. HMA tonnage

This work will be completed by *(mark with an X)*:

☐ COMPANY forces ☐ HIGHWAY AUTHORITY forces

☐ COMPANY contractor ☒ HIGHWAY AUTHORITY'S contractor

5. **Existing Sidewalk(s) and/or Recreational Trail replacement by HIGHWAY AUTHORITY**

The quadrants requiring upgrades to meet ADA requirements *(mark with an X)*:

Sidewalk (5' width required)					* Rec Trail (10' width)			
☒ NE	16 *(feet)*	☒ SE	16 *(feet)*		☐ NE	*(feet)*	☐ SE	*(feet)*
☒ NW	16 *(feet)*	☒ SW	16 *(feet)*		☐ NW	*(feet)*	☐ SW	*(feet)*

* Recreational trail footage will be doubled because we use the sidewalk 5' width cost for reimbursement.

This work will be completed by *(mark with an X)*.

☐ COMPANY forces ☐ HIGHWAY AUTHORITY forces

☐ COMPANY'S contractor ☒ HIGHWAY AUTHORITY's contractor

6. **Crossing(s) Permanently Retired and Removed**

A. COMPANY will retire and remove crossing(s).

B. Voids in pavement will be filled with material requiring *(units)*.

This work will be completed by *(mark with an X)*.

☐ COMPANY forces ☐ HIGHWAY AUTHORITY forces

☐ COMPANY'S contractor ☐ HIGHWAY AUTHORITY's contractor

7. **Drainage** *(mark with an X)*

A. ☐ Present drainage is adequate.

B. ☒ Drainage work required. Specify work to include materials and outlet.

C. ☒ Clean all four (4) quadrants for good surface drainage.

8. **Additional Construction and Traffic Control Conditions; i.e., Road Closure Limitations** - Construction at this crossing included with this project, and not described above. Only ACC or PCC will be placed one (1) foot from the **railroad surface material.**

State Project Manager:
Travis Tinken
515-290-5055 (cell phone)

Additional Attendees:
Nick Burwell CN
Wayne Castles City of Waterloo

Name _____ Date _____

Southern Region

Operations Special Capital Project Estimate

Design and Construction
Homewood, IL

NEW RUBBER @ NEWTON ST 307861E

Location:	NEWTON ST
Company Name:	Chicago, Central & Pacific Railroad Company
Subdivision Name:	WATERLOO
Mile Post:	0.51
State:	IA
Survey Network Number:	
Track Network Number:	
Signal Network Number:	
Buy American Certification Required?	No
Agency:	Iowa MOW DOT
Labor Additive Type:	Agency/CN Approved

Labor	**$33,346**
Material	**$41,687**
Other	**$37,665**
Total Capital Cost	**$112,698**
PW Material	**$0**
Donation	**$0**
TOTAL PROJECT COST	**$112,698**

Created By:	NW BURWELL
Revised By:	NW BURWELL
Created Date:	August 21, 2019
Date Revised:	August 22, 2019
Status:	Preliminary

Description	GANG SIZE	DAYS	MANDAYS	PRICE	TOTAL
LABOR					
Unload/Distribute Material	**5**	1	5	$330	$1,650
Construct Track	**5**	2	10	$330	$3,300
Surfacing	**3**	2	6	$330	$1,980
Welding	**2**	2	4	$330	$1,320
Install Crossings	**7**	1	7	$330	$2,310
Remove Crossings	**5**	1	5	$330	$1,650
TOTAL DIRECT LABOR		MD:	**37**		**$12,210**

Description	TOTAL
MATERIAL	
New Rail	$4,946
Field Welding	$368
Track Spikes	$370
Rail Anchors	$582
Track Ties	$14,591
Ballast	$2,374
Crossing Materials	$16,470
Subtotal New / Capitalized Material	$39,701
TOTAL DIRECT MATERIAL	**$39,701**

Description		UM	QTY	PRICE	TOTAL
OTHER					
Engineering					
	Total Engineering				**$0**
Real Estate					
	Total Real Estate				**$0**
Grading					
	Install Pavement	TON	0	$258	$0
	Remove Pavement	TON	0	$31	$0
	Total Grading				**$0**
Contractor Track Construction					
	Mobilization/R&R track panel	LS	1	$21,000.00	$21,000
	Total Contractor Track Construction				**$21,000**
Utilities					
	Total Utilities				**$0**
Signal and Communications					
	Total Signal and Communications				**$0**
Bridge & Structures					
	Total Bridge & Structures				**$0**
Hauling/Disposal					
	Offsite Disposal of Debris	LS	1	$2,000	$2,000
	Total Hauling/Disposal				**$2,000**
Miscellaneous					
	Per Diem (BMWE Labor)	MD	37	$87	$3,219

NEW RUBBER @ NEWTON ST 307861E

Contingency	SUM	10%	$102,452	$10,246
Holland Flash Butt Welding	EA	2	$600.00	$1,200
Total Miscellaneous				**$14,665**
TOTAL OTHER				**$37,665**

Description		UM	QTY	PRICE	TOTAL
ADDITIVES					
Labor Capitalized Surcharges		USD	$12,210	173.10%	$21,136
Material Capitalized Surcharges		USD	$39,701	5.00%	$1,986
TOTAL ADDITIVES					**$23,122**

DONATION		Amount	TOTAL
TOTAL DONATION			**$0**

TOTAL CAPITAL COST	**$112,698**
TOTAL NON-CAPITALIZED COST (PW MATERIALS)	**$0**
TOTAL DONATION	**$0**
TOTAL PROJECT COST	**$112,698**

MATERIAL FORECAST FOR:

Material Description	State Tax	UM	QTY	Unit Price	Total
NEW RAIL					
RAIL 115 LB ALL MANUF/METAL/PROCESS	0.00%	FT	240	$20.60	$4,946
				TOTAL NEW RAIL	**$4,946**
FIELD WELDING					
THERMITE KIT 115 #	0.00%	EA	4	$91.82	$368
				TOTAL FIELD WELDING	**$368**
TRACK SPIKES					
SPIKE TRACK 5/8IN X 6IN AREMA 60 PER CAN	0.00%	CAN	8	$46.20	$370
				TOTAL TRACK SPIKES	**$370**
RAIL ANCHORS					
ANCHOR RAIL 115# HD OVR DRV STOP TS1313	0.00%	EA	325	$1.79	$582
				TOTAL RAIL ANCHORS	**$582**
TRACK TIES					
Tie, Pre-pltd, 11ft w/6in base cast tp	0.00%	EA	78	$187.06	$14,591
				TOTAL TRACK TIES	**$14,591**
BALLAST					
BALLAST AREA 5	0.00%	TN	120	$19.78	$2,374
				TOTAL BALLAST	**$2,374**
CROSSING MATERIALS					
CROSSING RECYCLED RUBBER 115# 10' TIES	0.00%	EA	60	$244.13	$14,649
Clip, Pandrol, E2055, Galvn,	0.00%	EA	320	$4.07	$1,303
DEFLECTOR PLATE SET	0.00%	EA	1	$517.23	$518
				TOTAL CROSSING MATERIALS	**$16,470**
V.4.5				**TOTAL MATERIAL**	**$39,701**

F.Y. 2021 RAILROAD CROSSING IMPROVEMENTS

BID	DESCRIPTION	UNIT	NEWTON	BURTON	CONGER	TOTAL	ENGINEER EST	ENGINEER EST	NEWTON COST	BURTON COST	CONGER COST
1	ROADSTONE, 3/4"	TON	10	20	0	30.00	$30.00	$900.00	$300.00	$600.00	$0.00
2	SANITARY MANHOLE ADJUSTMENT, MINOR	EACH	0	1	1	2.00	$1,500.00	$3,000.00	$0.00	$1,500.00	$1,500.00
3	INTAKE, E-1-C, REMOVE AND REPLACE BOXOUT	EACH	0	0	1	1.00	$1,850.00	$1,850.00	$0.00	$0.00	$1,850.00
4	STORM MANHOLE ADJUSTMENT, MINOR	EACH	0	0	2	2.00	$1,500.00	$3,000.00	$0.00	$0.00	$3,000.00
5	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	36	115	25	176.00	$6.00	$1,056.00	$216.00	$690.00	$150.00
6	SIDEWALK, PCC C-4, 6 INCH PEDESTRIAN RAMP, C-4	SY	36	110	15	161.00	$54.00	$8,694.00	$1,944.00	$5,940.00	$810.00
7	DETECTABLE WARNING	SF	40	72	16	128.00	$45.00	$5,760.00	$1,800.00	$3,240.00	$720.00
8	PAVEMENT REMOVAL, CONCRETE	SY	70	0	0	70.00	$6.00	$420.00	$420.00	$0.00	$0.00
9	REMOVE CURB AND GUTTER	LF	40	0	0	40.00	$10.00	$400.00	$400.00	$0.00	$0.00
10	PAVEMENT SCARIFICATION	SY	150	550	600	1,300.00	$8.00	$10,400.00	$1,200.00	$4,400.00	$4,800.00
11	SAW CUT	LF	30	250	135	415.00	$8.00	$3,320.00	$240.00	$2,000.00	$1,080.00
12	PAVEMENT, HMA 1.5", STANDARD TRAFFIC(ST) SURFACE, 1/2" MIX, PG 58-28S, 75% CR., NO FRICTION REQD.	SY	220	550	600	1,370.00	$15.00	$20,550.00	$3,300.00	$8,250.00	$9,000.00
13	PAVEMENT, HMA, 2", STANDARD TRAFFIC(ST) INTERMEDIATE, 1/2" MIX, PG 58-28S, 60% CR.	SY	150	550	0	700.00	$18.00	$12,600.00	$2,700.00	$9,900.00	$0.00
14	PAVEMENT, HMA, 3", STANDARD TRAFFIC(ST) INTERMEDIATE, 1/2" MIX, PG 58-28S, 60% CR.	SY	70	0	600	670.00	$21.00	$14,070.00	$1,470.00	$0.00	$12,600.00
15	PAVEMENT, HMA, 3", STANDARD TRAFFIC(ST) BASE, 3/4" MIX, PG 58-28S, 60% CR.	SY	70	0	0	70.00	$30.00	$2,100.00	$2,100.00	$0.00	$0.00
16	CURB AND GUTTER, 24 IN WIDE, 7.5 IN THICK, C-SUD	LF	80	0	0	80.00	$20.00	$1,600.00	$1,600.00	$0.00	$0.00
17	CONCRETE WASHOUT	LS	0.33	0.33	0.34	1.00	$1,200.00	$1,200.00	$396.00	$396.00	$408.00
18	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBOURNE	STA	0	4.25	1.8	6.05	$125.00	$756.25	$0.00	$531.25	$225.00
19	TEMPORARY TRAFFIC CONTROL	LS	0.33	0.33	0.34	1.00	$3,000.00	$3,000.00	$990.00	$990.00	$1,020.00
20	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING	SY	50	100	50	200.00	$15.00	$3,000.00	$750.00	$1,500.00	$750.00
	TOTAL ESTIMATED CONSTRUCTION COST		$97,676.25						$19,826.00	$39,937.25	$37,913.00

Total Cost Per Crossing

NOTE 1: EXISTING PAVEMENT THICKNESSES ARE - NEWTON 7.5 INCHES (HMA ONLY), BURTON 10.5 INCHES (3.5 INCHES HMA OVER 7 INCH PCC), CONGER 13.5 INCHES (4.5 INCHES HMA OVER 9 INCHES PCC) NOTE 2: NEWTON PAVEMENT INCLUDES REMOVAL OF EXISTING 10' PCC SECTION AND REPLACEMENT OF 7.5 INCH HMA WITH PCC CURB & GUTTER. ALSO INCLUDES REMOVAL AND REPLACMENT OF THE FIRST 10 FEET O EXISTING CURB & GUTTER AFTER THE PCC SECTION TO ALLOW HMA TO TRANSITION FROM NO CROWN TO EXISTING CROWN. THE EXISTING HMA PAVEMENT TO BE MILLED TO EXTENTS OF PROPOSED APPROACH IMPROVEMENTS.
NOTE 3: FOR BURTON AND CONGER, PAVEMENT SCARIFICATION IS FOR FULL DEPTH OF OVERLAY TO EXTENTS OF PROPOSED APPROACH IMPROVEMENTS. NOTE 4: SAW CUT

IOWA
Department of Revenue
www.iowa.gov/tax

Designated Exempt Entity
Iowa Construction Sales Tax Exemption
Certificate and Authorization Letter

This document may be completed by a designated exempt entity and given to their contractor and/or subcontractor. *Seller:* Keep this certificate in your files. *Contractor/Exempt Entity:* Keep a copy of this certificate for your records. **Do not send this to the Department of Revenue**

Designated Exempt Entity		
Iowa Department of Transportation		
Address 1		
800 Lincoln Way		
Address 2		
City	State	Zip Code
Ames	**IA**	**50010 0000**
Construction Project Name		
Surface Crossing Repair 307861E		
Construction Project Number (if used)		
307861E44.		

General Contractor or Subcontractor Name		
Chicago, Central & Pacific Railway Company		
Address 1		
17641 S Ashland Ave.		
Address 2		
City	State	Zip Code
Homewood, IL	**IL**	**60430**
Type of Work		
General Contractor		

Description of contract/subcontract
Highway-Rail Crossing Surface Repair

The named contractor/subcontractor may purchase building materials used in the contract, exempt from sales tax. This exemption does NOT apply to materials, equipment and supplies consumed by the contractor or subcontractor that are not incorporated into the real property being constructed.

Designated Exempt Entity Authorized Agent: Chuy M Williams Date: 10/10/19

Authorization Letter From Iowa Department of Transportation

CONTRACTORS/SUBCONTRACTORS: A copy of this document must be presented to your supplier(s) prior to purchasing your building materials.

Pursuant to Iowa Code Section 423.3(80), you are authorized to purchase building materials tax free for the contract specified above.

The exemption certificate (or a copy of the certificate) may be provided to the suppliers of your building materials and will authorize them to sell you the materials exempt from Iowa sales tax and any applicable local option sales tax. Complete information on qualifying materials can be found at www.iowa.gov/tax, the Iowa Department of Revenue (IDR) Web site.

It is your responsibility to have records identifying the materials purchased and verifying they were used on this project. Any materials purchased tax-free and not used on this construction project are subject to sales and applicable local option tax. Should this occur, the tax must be paid directly by you to IDR in the same calendar quarter the project is completed. E-mail the department at: idr@Iowa.gov if you have questions on this requirement.

Contractors should be aware that use of the certificate to claim exemption from tax for items not used on this project or that do not qualify for exemption could result in civil or criminal penalties.

31-013 (12/10/02)

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/18/2022

ATTACHMENTS:

Description	Type
RR agreement_Conger St	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Wayne Castle, PLS, PE, Associate Engineer
Recommended Action:	Approve State of Iowa Grade Crossing Surface Repair Fund Force Account Agreement and authorize Mayor to sign and enter into said agreement.
Neighborhood Impact:	This funding program has been traditionally utilized by the City and the railroads for the reconstruction of railroad crossings.
Implementation, Accountability, and Communication:	Local Option Sales Tax revenue
Expenditure Required/Source of Funds:	

IOWA DOT

Form 291308 (04-16)

Rail Transportation Bureau
800 Lincoln Way, Ames, IA 50010

State of Iowa
State - Aid
Grade Crossing Surface Repair Fund
Force Account Agreement
Chicago, Central & Pacific Railroad

Railroad Crossing Location Information

County: Blackhawk

FRA No: 307869J

Location:

Conger Street
Street Name

Waterloo
City Name

307869J45
Project Number

Contact Information

Highway Authority Contact: **Jamie Knutson**

Office Phone No: (319) 291-4312 Email Address: jamie.knutson@waterloo-ia.org

Railroad Company Contact: **Nicholas Burwell**

Office Phone No: (319) 236-9205 Email Address: nicholas.burwell@cn.ca

Iowa DOT Program Manager: **Kristopher Klop**

Office Phone No: (515) 239-1108 Email Address: kristopher.klop@dot.iowa.gov

Iowa DOT Project Inspector: **Travis Tinken**

Office Phone No: (515) 290-5055 Email Address: travis.tinken@dot.iowa.gov

THIS AGREEMENT, entered into pursuant to Iowa Code Ch. 327G and 761 Iowa Administrative Code, Chapter 821, is between the city of Waterloo, Iowa, hereinafter referred to as **HIGHWAY AUTHORITY**, and Chicago, Central & Pacific Railroad, hereinafter referred to as **COMPANY**, and Iowa Department of Transportation, hereinafter referred to as **DEPARTMENT**.

The HIGHWAY AUTHORITY and the COMPANY agree to repair the at-grade crossing located at Conger Street in Waterloo, Iowa, and further agree as follows.

SECTION I. Work Statement and Performance. The COMPANY and the HIGHWAY AUTHORITY have determined the extent of the repair to be performed at this crossing, including railway, roadway approach modifications, and replacement of existing sidewalks and/or recreational trails. This repair shall conform to the COMPANY and HIGHWAY AUTHORITY Standards. The agreed work, generally described in the Work Statement identified as Exhibit "A" attached hereto and made part of this Agreement, is to be performed by COMPANY forces. In the absence of specific COMPANY standards that have been accepted by the DEPARTMENT, BNSF/Union Pacific Railroad common crossing standards shall be used as guidance. Current standards are at the following website and considered as part of this agreement: http://www.iowadot.gov/iowarail/pdfs/UP-BNSF%20road_xings%20Std.pdf

If the COMPANY chooses to utilize contract company forces to perform the work, the COMPANY must obtain detailed itemized bids for the work to be completed. The COMPANY must provide the bids to the DEPARTMENT and HIGHWAY AUTHORITY for review and approval. The DEPARTMENT and HIGHWAY AUTHORITY shall approve the bid prior to the contract company performing any repair work. In the event that a contract company is utilized by the COMPANY, Exhibit B of this document is in effect and must be followed.

The HIGHWAY AUTHORITY will be responsible to have existing sidewalk(s) and/or recreational trail(s) replaced by a contractor or their own forces, in accordance with the Americans with Disabilities Act (ADA) requirements. In the absence of specific HIGHWAY AUTHORITY standards that are acceptable to the COMPANY, the DEPARTMENT's Standard Road Plan MI-220 shall be used. As per Standard Road Plan MI-220, the detectable warning is to be installed **12'** from the edge of the nearest rail, and the sidewalk is a minimum width of **5'**. The project will include the cost of an additional two feet of sidewalk and/or recreational trail, or to the nearest sidewalk and/or recreational trail joint, whichever is less, beyond the detectable warning. Any additional new sidewalk and/or recreational trail beyond that point will be paid by the HIGHWAY AUTHORITY and is not part of this project. Truncated domes are the only detectable warnings allowed by ADA Accessibility Guidelines. Grooves, exposed aggregate, and other designs intended for use as detectable warning are too similar to pavement textures, cracks, and joints and are not considered equivalent facilitation, and do not comply with ADA requirements. Future maintenance of the sidewalk(s) and detectable warning device will be the responsibility of the HIGHWAY AUTHORITY.

If the HIGHWAY AUTHORITY chooses to utilize contract company forces to perform the sidewalk or recreational trail work referenced in the above paragraph, the HIGHWAY AUTHORITY must obtain detailed itemized bids for the work to be completed. The HIGHWAY AUTHORITY must provide the bids to the DEPARTMENT for review and approval. The DEPARTMENT shall approve

the bid prior to the contract company performing any repair work.
The HIGHWAY AUTHORITY will coordinate and have the approaches completed according to the Exhibit "A" of this agreement.

The HIGHWAY AUTHORITY will pay the contractor and submit a detailed invoice billing to the COMPANY for 100% of the approach costs, along with costs for the sidewalk, and/or recreational trail. Copies of the contractors' invoice(s) should be included with the HIGHWAY AUTHORITY's billing. The COMPANY will reimburse the HIGHWAY AUTHORITY at 100%. These costs will then be included in the final billing to the DEPARTMENT and HIGHWAY AUTHORITY.

If the HIGHWAY AUTHORITY chooses to place the approaches, sidewalk(s) and/or recreational trail(s) with their own forces, they will submit an itemized billing for 100% of their costs to the COMPANY. The COMPANY will reimburse the HIGHWAY AUTHORITY at 100%. These costs will then be included in the final billing to the DEPARTMENT and HIGHWAY AUTHORITY.

The COMPANY will have the asphalt contractor chosen by the HIGHWAY AUTHORITY place the underlayment in the track opening as per the UP/BNF specifications. The billing for all asphalt will be included in the invoice the contractor submits to the HIGHWAY AUTHORITY and handled the same as stated above.

SECTION II. Cost Estimate. The estimated cost of the project work is itemized on Exhibit "B" attached hereto, and made part of this Agreement. If project costs exceed the engineered estimate by more than 10%, the accrued costs must be provided to the DEPARTMENT and HIGHWAY AUTHORITY for review. The DEPARTMENT shall not pay any portion of costs over 10% of the estimate until both the DEPARTMENT and the HIGHWAY AUTHORITY have confirmed that the costs are properly within the scope of the project and in compliance with the terms of this agreement.

SECTION III. Work Start and Completion. The date this agreement is signed by the DEPARTMENT is the COMPANY's authorization to proceed with the work. The COMPANY shall begin the construction of the project as soon as possible after the date the DEPARTMENT signs this agreement and shall complete the project within 18 months. Costs incurred prior to the DEPARTMENT signing the agreement are not reimbursable under this Agreement. Cost incurred more than 18 months after the DEPARTMENT signs this agreement will not be reimbursed unless the COMPANY has requested in writing, **prior to expiration of the agreement,** and received from the DEPARTMENT a written extension of time for completion. The DEPARTMENT shall have complete discretion, and be the sole authority to grant or deny extensions. Costs incurred for work following the extension time will not be reimbursed.

SECTION IV. Traffic Control. The roadway will be closed during repair. Exhibit "A" describes specific closure conditions. The HIGHWAY AUTHORITY is responsible for the establishment and payment for traffic control (i.e.: barricades, signing, detours, detour damage, and runarounds).

The COMPANY shall advise the HIGHWAY AUTHORITY Contact Person: 1) a minimum of 60 days in advance of the approximate starting date to allow the HIGHWAY AUTHORITY to implement the detour; and 2) 14 days in advance of the actual starting date to allow the HIGHWAY AUTHORITY adequate time to provide and install appropriate signs on the detour.

SECTION V. Work Notification. The COMPANY shall notify the DEPARTMENT and the HIGHWAY AUTHORITY's Contact Person no later than 14 days prior to the start of its work at the crossing. The HIGHWAY AUTHORITY shall be given ample opportunity to document the materials, equipment, and labor required to complete the project. The DEPARTMENT and HIGHWAY AUTHORITY shall have the right to inspect the project work at any time. The HIGHWAY AUTHORITY shall perform on-site inspection of the project work each day.

SECTION VI. Project Completion. After the COMPANY has completed the required work, the COMPANY shall so notify the DEPARTMENT and the HIGHWAY AUTHORITY in writing or by email within 30 days of completion. The DEPARTMENT shall arrange an inspection with the HIGHWAY AUTHORITY, and the COMPANY in order for all parties to determine whether the project work has been completed in accordance with the terms of this Agreement or Amendments thereto. Pavement markings and stop lines shall be placed by the HIGHWAY AUTHORITY as required by Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways. If the existing traffic control devices at a multiple-track highway-rail grade crossing become improperly placed or inaccurate because of removal of some of the tracks, the existing devices shall be relocated and/or modified at COMPANY expense pursuant to the Manual on Uniform Traffic Control Devices, Part 8. If the roadway is widened or relocated, the existing devices shall be relocated and/or modified at HIGHWAY AUTHORITY expense pursuant to the Manual On Uniform Traffic Control Devices, Part 8. Relocation of the traffic control devices will be completed prior to removal of the detour. When the work has been completed in accordance with the Agreement, the COMPANY, DEPARTMENT, and the HIGHWAY AUTHORITY shall sign a Certificate of Completion and Acceptance form at the project site following final inspection.

SECTION VII. Reimbursable Costs. The COMPANY will keep an accurate and detailed account of actual and necessary reimbursable costs incurred under this Agreement. Replacement of existing sidewalk(s) and/or recreational trail(s), and subcontracted work costs shall be included in detail with the COMPANY billing. The cost of labor, material, all associated additives and subcontracted work costs are reimbursable, and shall be billed on a force account basis in accord with Title 23 Code of Federal Regulations, Part 140, Subpart I. Labor additives reimbursed are to be exclusive of indirect and overhead costs as elected by the DEPARTMENT and provided for by 23 CFR 140.907(a). The cost of preliminary project engineering, construction inspection, track inspection, relocation of existing signals, signal wires, and switches, or the construction of runarounds will not be eligible project reimbursable costs.

A copy of the Construction Sales Tax Exemption Certificate associated with this project, issued by the Iowa Department of Revenue, is attached to the Agreement. The DEPARTMENT shall not be required to reimburse state sales or use tax incurred in any state. However, the DEPARTMENT shall reimburse state sales or use tax incurred in any state other than Iowa, if all of the following conditions are satisfied:

1) COMPANY has submitted a written request for tax exemption to the state in which the materials for the project were purchased. This written request shall include a copy of the Construction Sales Tax Exemption Certificate attached to the Agreement;

2) The state in which the materials for the project were purchased by COMPANY has rejected the COMPANY'S request for tax exemption in writing;

2) COMPANY has provided to the DEPARTMENT a copy of all documentation and correspondence relating to the COMPANY'S request for tax exemption and the other state's rejection of such request; and

4) the DEPARTMENT determines that the documentation and correspondence relating to the COMPANY'S request for tax exemption and the other state's rejection of such request demonstrates that reasonable efforts were made by the COMPANY to seek an exemption from the applicable sales or use tax incurred in the other state.

SECTION VIII. Cost Sharing. The HIGHWAY AUTHORITY and COMPANY each shall pay twenty percent (20%) of the reimbursable costs defined in SECTION VII for work described in Exhibit "A". The DEPARTMENT will use the Grade Crossing Surface Repair Fund to reimburse the COMPANY for sixty percent (60%) of the total eligible costs for this project. The DEPARTMENT's CERTIFICATE OF AUDIT shall establish eligible reimbursable project costs.

SECTION IX. Progressive Payments. The COMPANY may submit accurate progressive bills to the DEPARTMENT for sixty percent (60%) of its material, labor and any subcontracted costs included in Exhibit "B", for each crossing location. The billing for material shall be for those materials that have been delivered to the project location or specifically purchased and delivered to the COMPANY for use on the project. The DEPARTMENT and HIGHWAY AUTHORITY may make progressive payments to the COMPANY for one-hundred percent (100%) of each party's billed participation, or the HIGHWAY AUTHORITY may elect to retain a percentage of their billed participation.

SECTION X. Final Billing. If applicable, the HIGHWAY AUTHORITY will submit a detailed billing to the COMPANY for the actual sidewalk and/or recreational trail replacement costs. Upon completion of the project the COMPANY shall submit an accurate final and complete, itemized, electronic billing. Final bill shall include a detailed summary of all incurred costs.

SECTION XI. Final Payment. The DEPARTMENT, upon receipt of the final bill and Certificate of Completion and Acceptance form, shall review, and forward the final bill to the DEPARTMENT'S Office of Audits for final audit. Reimbursement to the COMPANY shall be governed by the DEPARTMENT'S Certification of Audit. The DEPARTMENT shall make payment to the COMPANY equal to 60 percent (60%) of the final reimbursable amount, less previous payment. The COMPANY shall promptly reimburse the DEPARTMENT in the amount of any overpayments.

The HIGHWAY AUTHORITY shall make payment equal to 20 percent (20%) of the COMPANY final billing or the estimated cost noted on Exhibit "B" of the agreement, less previous payment, within 30 days of its receipt of the COMPANY final billing. In the event of overpayment by the HIGHWAY AUTHORITY as determined by the DEPARTMENT audit of COMPANY records, the COMPANY shall pay the HIGHWAY AUTHORITY the amount of overpayment within 30 days of its receipt of the DEPARTMENT final audit.

SECTION XII. Maintenance and Abandonment. Upon completion of the project, the COMPANY shall maintain the crossing surface to provide a safe and sufficient crossing for vehicular travel. If the track is removed from both sides of the crossing, the COMPANY shall remove the surface material, rail and cross ties from the crossing and shall restore the roadway void to the satisfaction of

the HIGHWAY AUTHORITY, all at COMPANY expense. If the existing traffic control devices at a multiple-track highway-rail grade crossing become improperly placed or inaccurate because of removal of some of the tracks, the existing devices shall be relocated and/or modified at COMPANY expense pursuant to the Manual on Uniform Traffic Control Devices, Part 8. Future maintenance of the sidewalk(s) and detectable warning device will not be the responsibility of the COMPANY.

SECTION XIII. Standard Title VI Assurances. The COMPANY shall comply with all applicable DEPARTMENT and Federal laws, rules (including the administrative rules adopted by the DEPARTMENT for the IPPP Program - 761 Iowa Administrative Code, chapter 201), ordinances, regulations, and orders. The COMPANY, and all agents of the COMPANY that participate in the project, shall also comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 - to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the DEPARTMENT.

SECTION XIV. Successor and Assigns. This agreement shall be binding upon all successors or assigns. The COMPANY shall provide written notice to the HIGHWAY AUTHORITY and the DEPARTMENT of any assignment of this Agreement.

SECTION XV. Project Contact Persons. All notices and communications essential to complete the work required by this Agreement shall be made to the Contact Persons and the DEPARTMENT specified on the cover page of this Agreement.

SECTION XVI. Integration and Amendment. This Agreement and its exhibits constitute the entire Agreement between the DEPARTMENT, the COMPANY, and the HIGHWAY AUTHORITY concerning this project. If the DEPARTMENT determines a substantial change is to be made in the project work described in Exhibit "A", the DEPARTMENT will furnish the written approval of the change.

SECTION XVII. Termination Due to Lack of Funds. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following: 1. The federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or 2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3. If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified. The DEPARTMENT shall provide the HIGHWAY AUTHORITY and COMPANY with written notice of termination pursuant to this section. The DEPARTMENT will pay the COMPANY for the DEPARTMENT share of the non-cancelable obligations allowable under the Agreement and properly incurred by the

COMPANY prior to termination.

SECTION XVIII. Merged Documents. This agreement may be executed and delivered in three or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of any section, provision, or part thereof not found to be invalid or unconstitutional.

SECTION XIX. Agreement Execution. IN WITNESS WHEREOF the COMPANY, the HIGHWAY AUTHORITY and the DEPARTMENT hereto have caused this Agreement to be executed by their duly authorized officers as of the dates indicated below.

Executed by the COMPANY — Chicago, Central & Pacific Railroad

By: _____ 12/23/21
Name — Date

Executed by the HIGHWAY AUTHORITY — Waterloo, Iowa

By: _____ _____
Name — Date

Executed by the DEPARTMENT this — Iowa Department of Transportation

By: _____ _____
Stuart Anderson, Director
Office of Rail Transportation — Date

IOWA DOT
Form 040016 (04-18)

EXHIBIT "A" - WORK STATEMENT

Iowa Grade Crossing Surface Repair Fund and Federal-Aid Rail/Highway Crossing Surface Repair

Meeting Date: 02/10/2020 FRA No: 307869J

County: Black Hawk

Highway Authority: Waterloo RR Company: CN

Location: Conguer Street
Street City

1. **Crossing(s) Reconstructed**
   A. COMPANY will reconstruct **1** crossing(s) of **87** total feet that include **60** feet of **Rubber** surface material through the traveled roadway and **27** feet of **Rubber** surface material through the shoulder or sidewalk area. As a minimum, the crossing must extend beyond the edge of the traveled roadway and through the shoulder if not curbed.
   B. Existing rail weight through crossing(s) **115**

2. **Traffic Controls** *(check below)*
   ☐ A highway runaround will be constructed to permit two-lane traffic during repair.
   ☒ The highway will be closed for **5** days during repair.

NOTE: The HIGHWAY AUTHORITY is responsible for placement and cost of barricades, signing, detours, detour damage, and runarounds.

A. The COMPANY shall advise the HIGHWAY AUTHORITY Contact Person:
   1). A minimum of sixty (60) days in advance of the approximate starting date to allow the HIGHWAY AUTHORITY to implement the detour.
   2). Fourteen (14) days in advance of the actual starting date to allow the HIGHWAY AUTHORITY adequate time to provide and install appropriate signs on the detour.

The COMPANY shall advise the STATE PROJECT INSPECTOR fourteen (14) days in advance of the actual starting date.

3. **Track Elevation Relative to Existing Road Pavements** *(check below:)*
   ☐ Tracks will be constructed to meet existing road grade.
   ☐ Roadway will be reconstructed to meet a proposed new track grade *(roadway work is not covered by this Agreement.)*
   ☒ Tracks will be elevated **1** inches above the adjacent roadway requiring a taper *(complete item 4A and 4B.)*

   In any event, the parties agree to provide a smooth crossing.

4. **Roadway Work --** Must be sufficient to provide a smooth crossing.
   A. Approach Length *(estimated)*
   A **60** foot taper on the **East** side of the crossing and a **60** foot taper on the **West** side of the crossing, requires **75** tons of **HMA** material *(estimated)*. Taper length should not exceed 25 feet for each inch of track rise.

   This work will be completed by *(mark with an X)*:
   ☐ COMPANY forces
   ☐ COMPANY contractor
   ☐ HIGHWAY AUTHORITY forces
   ☒ HIGHWAY AUTHORITY'S contractor

B. Track Opening in the Roadway *(mark with an X)*

☐ Existing track opening will be maintained.

☒ Track opening of **21** feet will be required involving the following described roadway modifications.

Est. HMA tonnage

This work will be completed by *(mark with an X)*:

☒ COMPANY forces ☐ HIGHWAY AUTHORITY forces

☐ COMPANY contractor ☐ HIGHWAY AUTHORITY'S contractor

5. **Existing Sidewalk(s) and/or Recreational Trail replacement by HIGHWAY AUTHORITY**

The quadrants requiring upgrades to meet ADA requirements *(mark with an X)*:

	Sidewalk (5' width required)				* Rec Trail (10' width)			
☒ NE	16 *(feet)*	☐ SE	*(feet)*	☐ NE	*(feet)*	☐ SE	*(feet)*
☒ NW	16 *(feet)*	☐ SW	*(feet)*	☐ NW	*(feet)*	☐ SW	*(feet)*

* Recreational trail footage will be doubled because we use the sidewalk 5' width cost for reimbursement.

This work will be completed by *(mark with an X)*.

☐ COMPANY forces ☐ HIGHWAY AUTHORITY forces

☐ COMPANY'S contractor ☐ HIGHWAY AUTHORITY's contractor

6. **Crossing(s) Permanently Retired and Removed**

A. COMPANY will retire and remove crossing(s).

B. Voids in pavement will be filled with material requiring *(units)*.

This work will be completed by *(mark with an X)*.

☐ COMPANY forces ☐ HIGHWAY AUTHORITY forces

☐ COMPANY'S contractor ☐ HIGHWAY AUTHORITY's contractor

7. **Drainage** *(mark with an X)*

A. ☐ Present drainage is adequate.

B. ☒ Drainage work required. Specify work to include materials and outlet.

C. ☒ Clean all four (4) quadrants for good surface drainage.

8. **Additional Construction and Traffic Control Conditions; i.e., Road Closure Limitations** - Construction at this crossing included with this project, and not described above. Only ACC or PCC will be placed one (1) foot from the **railroad surface material.**

The City has a 7 year program covering roadway rehab projects, this is on that list. The city will review if its planned in the next few years. we would like to plan both the crossing work and roadway together, trying to do roadway construction with rubber surfaces is risky and usually causes significant damage to panels. We may pull and re-apply, the track is not failing at the rate initially expected.

State Project Manager:
Travis Tinken
515-290-5055 (cell phone)

Additional Attendees:
Nick Burwell CN
Wayne Castle City of Waterloo

Name _____ Date _____

Southern Region

Operations Special Capital Project Estimate

Design and Construction
Homewood, IL

NEW RUBBER @ CONGER ST 307869J

Location:	CONGER ST
Company Name:	Chicago, Central & Pacific Railroad Company
Subdivision Name:	WATERLOO
Mile Post:	0.37
State:	IA
Survey Network Number:	
Track Network Number:	
Signal Network Number:	
Buy American Certification Required?	No
Agency:	Iowa MOW DOT
Labor Additive Type:	Agency/CN Approved

Labor	**$36,951**
Material	**$57,412**
Other	**$46,814**
Total Capital Cost	**$141,177**
PW Material	**$0**
Donation	**$0**
TOTAL PROJECT COST	**$141,177**

Created By:	NW BURWELL
Revised By:	NW BURWELL
Created Date:	August 21, 2019
Date Revised:	August 22, 2019
Status:	Preliminary

Description	GANG SIZE	DAYS	MANDAYS	PRICE	TOTAL
LABOR					
Unload/Distribute Material	**5**	1	5	$330	$1,650
Construct Track	**5**	2	10	$330	$3,300
Surfacing	**3**	2	6	$330	$1,980
Welding	**2**	2	4	$330	$1,320
Install Crossings	**7**	1	7	$330	$2,310
S&C Labor	**2**	2	4	$330	$1,320
Remove Crossings	**5**	1	5	$330	$1,650
TOTAL DIRECT LABOR		MD:	**41**		**$13,530**

Description	TOTAL
MATERIAL	
New Rail	$6,594
Field Welding	$368
Track Spikes	$324
Rail Anchors	$805
Track Ties	$19,455
Ballast	$3,165
Crossing Materials	$22,817
Signal & Communications Material	$1,150
Subtotal New / Capitalized Material	$54,678
TOTAL DIRECT MATERIAL	**$54,678**

Description		UM	QTY	PRICE	TOTAL
OTHER					
Engineering					
	Total Engineering				**$0**
Real Estate					
	Total Real Estate				**$0**
Grading					
	Install Pavement	TON	0	$258	$0
	Remove Pavement	TON	0	$31	$0
	Total Grading				**$0**
Contractor Track Construction					
	Mobilization/R&R track panel	LS	1	$24,000.00	$24,000
	Total Contractor Track Construction				**$24,000**
Utilities					
	Total Utilities				**$0**
Signal and Communications					
	Total Signal and Communications				**$0**
Bridge & Structures					
	Total Bridge & Structures				**$0**
Hauling/Disposal					
	Offsite Disposal of Debris	LS	1	$5,000	$5,000
	Total Hauling/Disposal				**$5,000**

NEW RUBBER @ CONGER ST 307869J

Miscellaneous					
	Per Diem (BMWE Labor)	MD	37	$87	$3,219
	Per Diem (S&C Labor)	MD	4	$140	$560
	Contingency	SUM	10%	$128,342	$12,835
	Holland Flash Butt Welding	EA	2	$600.00	$1,200
	Total Miscellaneous				**$17,814**
TOTAL OTHER					**$46,814**

Description	UM	QTY	PRICE	TOTAL
ADDITIVES				
Labor Capitalized Surcharges	USD	$13,530	173.10%	$23,421
Material Capitalized Surcharges	USD	$54,678	5.00%	$2,734
TOTAL ADDITIVES				**$26,155**

DONATION	Amount	TOTAL
TOTAL DONATION		**$0**

TOTAL CAPITAL COST	**$141,177**
TOTAL NON-CAPITALIZED COST (PW MATERIALS)	**$0**
TOTAL DONATION	**$0**
TOTAL PROJECT COST	**$141,177**

MATERIAL FORECAST FOR:

Material Description	State Tax	UM	QTY	Unit Price	Total
NEW RAIL					
RAIL 115 LB ALL MANUF/METAL/PROCESS	0.00%	FT	320	$20.60	$6,594
				TOTAL NEW RAIL	**$6,594**
FIELD WELDING					
THERMITE KIT 115 #	0.00%	EA	4	$91.82	$368
				TOTAL FIELD WELDING	**$368**
TRACK SPIKES					
SPIKE TRACK 5/8IN X 6IN AREMA 60 PER CAN	0.00%	CAN	7	$46.20	$324
				TOTAL TRACK SPIKES	**$324**
RAIL ANCHORS					
ANCHOR RAIL 115# HD OVR DRV STOP TS1313	0.00%	EA	450	$1.79	$805
				TOTAL RAIL ANCHORS	**$805**
TRACK TIES					
Tie, Pre-pltd, 11ft w/6in base cast tp	0.00%	EA	104	$187.06	$19,455
				TOTAL TRACK TIES	**$19,455**
BALLAST					
BALLAST AREA 5	0.00%	TN	160	$19.78	$3,165
				TOTAL BALLAST	**$3,165**
CROSSING MATERIALS					
CROSSING RECYCLED RUBBER 115# 10' TIES	0.00%	EA	84	$244.13	$20,508
Clip, Pandrol, E2055, Galvn,	0.00%	EA	440	$4.07	$1,791
DEFLECTOR PLATE SET	0.00%	EA	1	$517.23	$518
				TOTAL CROSSING MATERIALS	**$22,817**
Signals & Communications Materials					
S&C MATERIALS (Per S&C Dept Estimate)	0.00%	LS	1	$1,150.00	$1,150
				TOTAL SIGNAL & COMMUNICATIONS	**$1,150**
V.4.5				**TOTAL MATERIAL**	**$54,678**

F.Y. 2021 RAILROAD CROSSING IMPROVEMENTS

BID	DESCRIPTION	UNIT	NEWTON	BURTON	CONGER	TOTAL	ENGINEER EST	ENGINEER EST	NEWTON COST	BURTON COST	CONGER COST
1	ROADSTONE, 3/4"	TON	10	20	0	30.00	$30.00	$900.00	$300.00	$600.00	$0.00
2	SANITARY MANHOLE ADJUSTMENT, MINOR	EACH	0	1	1	2.00	$1,500.00	$3,000.00	$0.00	$1,500.00	$1,500.00
3	INTAKE, E-1-C, REMOVE AND REPLACE BOXOUT	EACH	0	0	1	1.00	$1,850.00	$1,850.00	$0.00	$0.00	$1,850.00
4	STORM MANHOLE ADJUSTMENT, MINOR	EACH	0	0	2	2.00	$1,500.00	$3,000.00	$0.00	$0.00	$3,000.00
5	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	36	115	25	176.00	$6.00	$1,056.00	$216.00	$690.00	$150.00
6	SIDEWALK, PCC C-4, 6 INCH PEDESTRIAN RAMP, C-4	SY	36	110	15	161.00	$54.00	$8,694.00	$1,944.00	$5,940.00	$810.00
7	DETECTABLE WARNING	SF	40	72	16	128.00	$45.00	$5,760.00	$1,800.00	$3,240.00	$720.00
8	PAVEMENT REMOVAL, CONCRETE	SY	70	0	0	70.00	$6.00	$420.00	$420.00	$0.00	$0.00
9	REMOVE CURB AND GUTTER	LF	40	0	0	40.00	$10.00	$400.00	$400.00	$0.00	$0.00
10	PAVEMENT SCARIFICATION	SY	150	550	600	1,300.00	$8.00	$10,400.00	$1,200.00	$4,400.00	$4,800.00
11	SAW CUT	LF	30	250	135	415.00	$8.00	$3,320.00	$240.00	$2,000.00	$1,080.00
12	PAVEMENT, HMA 1.5", STANDARD TRAFFIC(ST) SURFACE, 1/2" MIX, PG 58-28S, 75% CR., NO FRICTION REQD.	SY	220	550	600	1,370.00	$15.00	$20,550.00	$3,300.00	$8,250.00	$9,000.00
13	PAVEMENT, HMA, 2", STANDARD TRAFFIC(ST) INTERMEDIATE, 1/2" MIX, PG 58-28S, 60% CR.	SY	150	550	0	700.00	$18.00	$12,600.00	$2,700.00	$9,900.00	$0.00
14	PAVEMENT, HMA, 3", STANDARD TRAFFIC(ST) INTERMEDIATE, 1/2" MIX, PG 58-28S, 60% CR.	SY	70	0	600	670.00	$21.00	$14,070.00	$1,470.00	$0.00	$12,600.00
15	PAVEMENT, HMA, 3", STANDARD TRAFFIC(ST) BASE, 3/4" MIX, PG 58-28S, 60% CR.	SY	70	0	0	70.00	$30.00	$2,100.00	$2,100.00	$0.00	$0.00
16	CURB AND GUTTER, 24 IN WIDE, 7.5 IN THICK, C-SUD	LF	80	0	0	80.00	$20.00	$1,600.00	$1,600.00	$0.00	$0.00
17	CONCRETE WASHOUT	LS	0.33	0.33	0.34	1.00	$1,200.00	$1,200.00	$396.00	$396.00	$408.00
18	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBOURNE	STA	0	4.25	1.8	6.05	$125.00	$756.25	$0.00	$531.25	$225.00
19	TEMPORARY TRAFFIC CONTROL	LS	0.33	0.33	0.34	1.00	$3,000.00	$3,000.00	$990.00	$990.00	$1,020.00
20	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING	SY	50	100	50	200.00	$15.00	$3,000.00	$750.00	$1,500.00	$750.00
	TOTAL ESTIMATED CONSTRUCTION COST		$97,676.25						**$19,826.00**	**$39,937.25**	**$37,913.00**

Total Cost Per Crossing

NOTE 1: EXISTING PAVEMENT THICKNESSES ARE - NEWTON 7.5 INCHES (HMA ONLY), BURTON 10.5 INCHES (3.5 INCHES HMA OVER 7 INCH PCC), CONGER 13.5 INCHES (4.5 INCHES HMA OVER 9 INCHES PCC) NOTE 2: NEWTON PAVEMENT INCLUDES REMOVAL OF EXISTING 10' PCC SECTION AND REPLACEMENT OF 7.5 INCH HMA WITH PCC CURB & GUTTER. ALSO INCLUDES REMOVAL AND REPLACMENT OF THE FIRST 10 FEET O EXISTING CURB & GUTTER AFTER THE PCC SECTION TO ALLOW HMA TO TRANSITION FROM NO CROWN TO EXISTING CROWN. THE EXISTING HMA PAVEMENT TO BE MILLED TO EXTENTS OF PROPOSED APPROACH IMPROVEMENTS.

NOTE 3: FOR BURTON AND CONGER, PAVEMENT SCARIFICATION IS FOR FULL DEPTH OF OVERLAY TO EXTENTS OF PROPOSED APPROACH IMPROVEMENTS. NOTE 4: SAW CUT

IOWA
Department of Revenue
www.iowa.gov/tax

Designated Exempt Entity
Iowa Construction Sales Tax Exemption
Certificate and Authorization Letter

This document may be completed by a designated exempt entity and given to their contractor and/or subcontractor. *Seller:* Keep this certificate in your files. *Contractor/Exempt Entity:* Keep a copy of this certificate for your records. **Do not send this to the Department of Revenue**

Designated Exempt Entity		
Iowa Department of Transportation		
Address 1		
800 Lincoln Way		
Address 2		
City	State	Zip Code
Ames	**IA**	**50010 0000**
Construction Project Name		
Surface Crossing Repair 307869J		
Construction Project Number (if used)		
307869J45.		

General Contractor or Subcontractor Name		
Chicago, Central & Pacific Railway Company		
Address 1		
17641 S Ashland Ave.		
Address 2		
City	State	Zip Code
Homewood, IL	**IL**	**60430**
Type of Work		
General Contractor		

Description of contract/subcontract
Highway-Rail Crossing Surface Repair

The named contractor/subcontractor may purchase building materials used in the contract, exempt from sales tax. This exemption does NOT apply to materials, equipment and supplies consumed by the contractor or subcontractor that are not incorporated into the real property being constructed.

Designated Exempt Entity Authorized Agent: Cheryl McWilliam Date: 10/10/19

Authorization Letter From Iowa Department of Transportation

CONTRACTORS/SUBCONTRACTORS: A copy of this document must be presented to your supplier(s) prior to purchasing your building materials.

Pursuant to Iowa Code Section 423.3(80), you are authorized to purchase building materials tax free for the contract specified above.

The exemption certificate (or a copy of the certificate) may be provided to the suppliers of your building materials and will authorize them to sell you the materials exempt from Iowa sales tax and any applicable local option sales tax. Complete information on qualifying materials can be found at www.iowa.gov/tax, the Iowa Department of Revenue (IDR) Web site.

It is your responsibility to have records identifying the materials purchased and verifying they were used on this project. Any materials purchased tax-free and not used on this construction project are subject to sales and applicable local option tax. Should this occur, the tax must be paid directly by you to IDR in the same calendar quarter the project is completed. E-mail the department at: idr@Iowa.gov if you have questions on this requirement.

Contractors should be aware that use of the certificate to claim exemption from tax for items not used on this project or that do not qualify for exemption could result in civil or criminal penalties.

31-013 (12/10/02)

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/24/2022

SUBJECT:	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.
Submitted by:	Submitted By: Wayne Castle, PLS, PE, Associate Engineer
Recommended Action:	Approve State of Iowa Grade Crossing Surface Repair Fund Force Account Agreement and authorize Mayor to sign and enter into said agreement.
Neighborhood Impact:	This funding program has been traditionally utilized by the City and the railroads for the reconstruction of railroad crossings.
Implementation, Accountability, and Communication:	Local Option Sales Tax revenue
Expenditure Required/Source of Funds:	

CITY OF WATERLOO

Council Communication

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 an amount not to exceed $_____, 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.

City Council Meeting: 2/7/2022
Prepared: 1/25/2022

SUBJECT:	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 an amount not to exceed $_____, 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.
Submitted by:	Submitted By: Wayne Castle, PLS, PE, Associate Engineer
Neighborhood Impact:	This Supplemental Agreement No. 5 is for flood plain review and design revisions.
Implementation, Accountability, and Communication:	IDOT SWAP Funding and Storm Water Fees

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/25/2022

ATTACHMENTS:

Description	Type
ALO - Waterloo Regional Airport Five (5) Year CIP from FY-2022 - FY-2026.	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Keith Kaspari, Airport Director
Recommended Action:	Approve of the above request by Airport Staff.
Summary Statement:	Staff, along with officials from AECOM (Airport Consulting Engineers) is hoping that the FAA will approve of the use of the IIJA-BIL funds, and in combination with other FAA AIP funds, for the preservation of airside pavements, of: 1. Runway 12/30 (full length); 2. Taxiway Alpha East; and, 3. Taxiway Echo.
Neighborhood Impact:	Staff anticipates no negative or adverse impacts with the receipt and use of these funds. Staff will keep the Airport Board and City Council up to date on the FAA's allowance for the approved use of the funds for airfield project development.
	Project eligibility is as follows:

Examples of Eligible Versus Ineligible AIP Projects	
Eligible Projects	**Ineligible Projects**
Runway construction/rehabilitation	Maintenance equipment and vehicles
Taxiway construction/rehabilitation	Office and office equipment

Data/Analysis and Strategies:	Eligible Projects (rehabilitation)	Ineligible Projects
	Airfield lighting	Landscaping
	Airfield signage	Artworks
	Airfield drainage	Aircraft hangars*
	Land acquisition	Industrial park development
	Weather observation stations (AWOS)	Marketing plans
	NAVAIDssuch asREILsandPAPIs	Training
	Planning studies	Improvements for commercial enterprises
	Environmental studies	Maintenance or repairs of buildings
	Safety area improvements	
	Airport layout plans (ALPs)	
	Access roads only located on airport property	
	Removing, lowering, moving, marking, and lighting hazards	
	Glycol Recovery Trucks/Glycol Vacuum Trucks**(11/29/2007)	

Implementation, Accountability, and Communication:	Proper use procedures will be required as part of this receipt and use of the funds.
Community Engagement Methods:	Proper notification to project consultants and bidders will be a part of this project.
Expenditure Required/Source of Funds:	Funds for this project, will require a ten percent (10%) local match from the City of Waterloo. NOTE: For the use of these IIJA-BIL funds, Staff estimates the total of $120,000 for the local match for these funds.
Alternative:	No alternatives - at this time, have been selected for this project.
Legal Descriptions:	No legal actions are anticipated by Staff for the receipt and use of these funds.

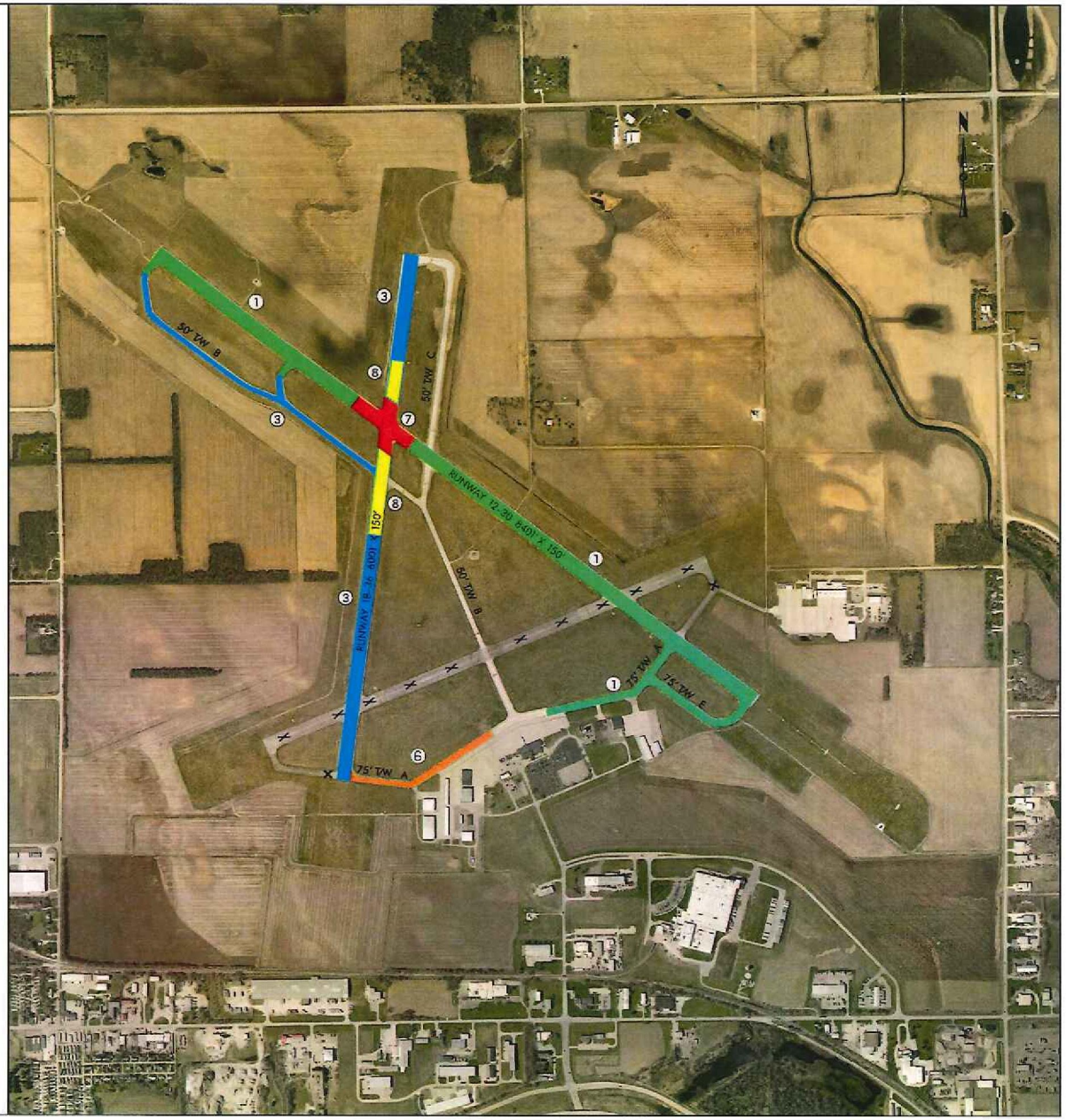
DRAFT

FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM FUNDING
5-YEAR CAPITAL IMPROVEMENTS PLAN

	PROJECT DESCRIPTION	AIP	LOCAL MATCH (10%)	TOTAL
	FISCAL YEAR 2022			
①	PAVEMENT MAINTENANCE - RUNWAY 12/30, TAXIWAY E AND TAXIWAY A EAST*	1,080,216	120,024	1,200,240
②	NO FOAM MODIFICATION - ARFF VEHICLES **	22,500	2,500	25,000
	TOTAL FISCAL YEAR 2022	1,102,716	122,524	1,225,240
	*FAA SHARE - $1,015,240 BIL FUNDS, REMAINING ENTITLEMENT FUNDS			
	**FAA SHARE - $ 22,500 DISCENTIONARY FUNDS			
	$ 564,783 ENTITLEMENT FUNDS REMAINING AFTER FY 2022			
	FISCAL YEAR 2023			
③	AIRFIELD PAVEMENT MARKING - RUNWAY 18-36 AND TAXIWAYS	705,672	78,408	784,080
	$ 859,111 ENTITLEMENT FUNDS REMAINING AFTER FY 2023			
	FISCAL YEAR 2024			
④	PAVEMENT SWEEPER	288,000	32,000	320,000
⑤	UPDATE PAVEMENT MANAGEMENT PLAN	90,000	10,000	100,000
	TOTAL FISCAL YEAR 2024	378,000	42,000	420,000
	$ 1,481,111 ENTITLEMENT FUNDS REMAINING AFTER FY 2024			
	FISCAL YEAR 2025			
⑥	TAXIWAY A WEST RECONSTRUCTION	2,554,745	283,860	2,838,605
	$ 73,634 ENTITLEMENT FUNDS SHORT AFTER FY 2025			
	FISCAL YEAR 2026			
⑦	RUNWAY INTERSECTION - WITHIN THE RUNWAY SAFETY AREA	1,107,900	123,100	1,231,000
⑧	RUNWAY INTERSECTION - OUTSIDE THE RUNWAY SAFETY AREA	2,502,329	278,037	2,780,366
	TOTAL FISCAL YEAR 2026 *	3,610,229	401,137	4,011,366
	* FAA SHARE - $1,000,000 ENTITLEMENT -			
	$ 2,610,229 DISCRETIONARY			
	$ 0 ENTITLEMENT FUNDS REMAINING AFTER FY 2026			
	AIP GRAND TOTAL	**8,351,362**	**927,929**	**9,279,291**

AIP - FEDERAL PARTICIPATION

AECOM



DRAFT

DRAFT

FIVE-YEAR AIRPORT CAPITAL IMPROVEMENT PROGRAM (CIP)

Airport Name: Waterloo Regional Airport Telephone: 319-291-4484

Prepared By: AECOM

Date Prepared: January 13, 2022 Date Approved: _____

Project Description	Funding Source	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Pavement Maintenance - Runway 12/30, Taxiway E, and Taxiway A-East	Federal	$ 1,080,216.00				
	State					
	Local	$ 120,024.00				
	Total	$ 1,200,240.00				
	Entitlement	$ 64,976.00				
	BIL	$ 1,015,240.00				
No Foam Modification - ARFF Vehicles	Federal	$ 22,500.00				
	State					
	Local	$ 2,500.00				
	Total	$ 25,000.00				
	Discretionary	$ 22,500.00				
Airfield Pavement Marking Runway 18-36 and Taxiways	Federal		$ 705,672.00			
	State					
	Local		$ 78,408.00			
	Total		$ 784,080.00			
	Entitlement		$ 705,672.00			
	BIL		$ -			
Pavement Sweeper	Federal			$ 288,000.00		
	State					
	Local			$ 32,000.00		
	Total			$ 320,000.00		
Update Pavement Management Program	Federal			$ 90,000.00		
	State					
	Local			$ 10,000.00		
	Total			$ 100,000.00		
Taxiway A West - Reconstruction	Federal				$ 2,554,745	
	State					
	Local				$ 283,861	
	Total				$ 2,838,605	
Runway Intersection Inside Runway Safety Area	Federal					$ 1,107,900
	State					
	Local					$ 123,100
	Total					$ 1,231,000
Runway Intersection Outside Runway Safety Area	Federal					$ 2,502,329
	State					$ -
	Local					$ 278,037
	Total					$ 2,780,365
Total by Fiscal Year	Federal	$ 1,102,716	$ 705,672	$ 378,000	$ 2,554,745	$ 3,610,229
	State	$ -	$ -	$ -	$ -	$ -
	Local	$ 122,524	$ 78,408	$ 42,000	$ 283,861	$ 401,137
	Total	$ 1,225,240	$ 784,080	$ 420,000	$ 2,838,605	$ 4,011,365

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
WATERLOO REGIONAL AIRPORT
RUNWAY 12-30 REHABILITATION, TAXIWAY A EAST, TAXIWAY E

1/13/2022

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
1	MOBILIZATION AND DEMOBILIZATION	1	LS	$ 71,200.00	$ 71,200.00
2	PAVEMENT JOINT AND CRACK REPAIR	30,000	LFT	$ 1.25	$ 37,500.00
3	PAVEMENT REJUVINATOR (RUNWAY 12-30)	150,000	SYD	$ 1.80	$ 270,000.00
4	PAVEMENT MARKING (RUNWAY 12-30)	170,000	SFT	$ 3.00	$ 510,000.00
5	PAVEMENT REJUVINATOR (TAXIWAY E)	12,100	SYD	$ 1.80	$ 21,780.00
6	PAVEMENT MARKING (TAXIWAY E)	2,700	SFT	$ 3.00	$ 8,100.00
7	PAVEMENT REJUVINATOR (TAXIWAY A EAST	16,200	SYD	$ 1.80	$ 29,160.00
8	PAVEMENT MARKING (TAXIWAY A EAST)	4,500	SFT	$ 3.00	$ 13,500.00
		SUBTOTAL			$ 961,240.00
9	LEGAL, ADMINISTRATION AND ENGINEERING				$ 239,000.00
		TOTAL ESTIMATED PROJECT COST			$ 1,200,240.00

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
WATERLOO REGIONAL AIRPORT
AIRFIELD PAVEMENT MARKING

1/13/2022

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
1	MOBILIZATION AND DEMOBILIZATION	1	LS	$ 48,400.00	$ 48,400.00
2	RUNWAY 18/36	85,000	SFT	$ 5.00	$ 425,000.00
3	TAXIWAY A, B, C & E	25,000	SFT	$ 5.00	$ 125,000.00
4	SURFACE PAINTED HOLD SIGNS	5,500	SFT	$ 10.00	$ 55,000.00
		SUBTOTAL			$ 653,400.00
5	LEGAL, ADMINISTRATION AND ENGINEERING				$ 130,680.00
		TOTAL ESTIMATED PROJECT COST			$ 784,080.00

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
WATERLOO REGIONAL AIRPORT
TAXIWAY A WEST REHABILITATION (PCC RECONSTRUCTION)

1/13/2022

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
1	MOBILIZATION AND DEMOBILIZATION	1	LS	$ 296,205.00	$ 296,205.00
2	PAVEMENT REMOVAL	15,500	SYD	$ 4.50	$ 69,750.00
3	SHOULDER REMOVAL	3,650	SYD	$ 3.00	$ 10,950.00
4	BASE COURSE	-	SYD	$ 20.00	$ -
5	DRAINAGE LAYER	15,500	SYD	$ 35.00	$ 542,500.00
6	13" PCC PAVEMENT	15,500	SYD	$ 75.00	$ 1,162,500.00
7	PAVEMENT MARKING AND RESTORATION	1	LS	$ 25,000.00	$ 25,000.00
8	TAXIWAY LIGHTING (50 MITL)	50	EACH	$ 1,400.00	$ 70,000.00
9	AIRFIELD GUIDANCE SIGNS	5	EACH	$ 7,500.00	$ 37,500.00
10	TOPSOILING	1,500	CY	$ 25.00	$ 37,500.00
11	SEEDING AND MULCHING	2	AC	$ 4,500.00	$ 9,000.00
12	EROSION CONTROL	1	LS	$ 10,000.00	$ 10,000.00
		SUBTOTAL			$ 2,270,905.00
13	LEGAL, ADMINISTRATION AND ENGINEERING				$ 567,700.00
		TOTAL ESTIMATED PROJECT COST			$ 2,838,605.00

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
WATERLOO REGIONAL AIRPORT
AIRFIELD PAVEMENT REHABILITATION
RUNWAY 18-36 ASPHALT OUTSIDE OF RUNWAY 12-30 RSA

1/13/2022

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
1	MOBILIZATION AND DEMOBILIZATION	1	LS	$ 302,265.00	$ 302,265.00
2	PAVEMENT JOINT AND CRACK SEALANT	101,400	LFT	$ 4.00	$ 405,600.00
3	PAVEMENT JOINT AND CRACK REPAIR	5,000	LFT	$ 15.00	$ 75,000.00
4	PAVEMENT MILLING	43,000	SYD	$ 8.00	$ 344,000.00
5	2-ASPHALT OVERLAY	5,000	TON	$ 120.00	$ 600,000.00
6	PAVEMENT GROOVING	387,000	SFT	$ 1.50	$ 580,500.00
7	PAVEMENT MARKING	1	LS	$ 10,000.00	$ 10,000.00
		SUBTOTAL			$ 2,317,365.00
8	LEGAL, ADMINISTRATION AND ENGINEERING				$ 463,000.00
		TOTAL ESTIMATED PROJECT COST			$ 2,780,365.00

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
WATERLOO REGIONAL AIRPORT
AIRFIELD PAVEMENT REHABILITATION
RUNWAY 18-36 & RUNWAY 12-30 INTERSECTION REHABILITATION INSIDE OF RUNWAY SAFETY AREA

1/13/2022

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
1	MOBILIZATION AND DEMOBILIZATION	1	LS	$ 76,000.00	$ 76,000.00
2	PAVEMENT JOINT AND CRACK SEALANT	48,000	LFT	$ 4.00	$ 192,000.00
3	PAVEMENT JOINT AND CRACK REPAIR	2,000	LFT	$ 15.00	$ 30,000.00
4	PAVEMENT MILLING	20,000	SYD	$ 8.00	$ 160,000.00
5	2-ASPHALT OVERLAY	2,400	TON	$ 120.00	$ 288,000.00
6	PAVEMENT GROOVING	180,000	SFT	$ 1.50	$ 270,000.00
7	PAVEMENT MARKING	1	LS	$ 10,000.00	$ 10,000.00
		SUBTOTAL			$ 1,026,000.00
8	LEGAL, ADMINISTRATION AND ENGINEERING				$ 205,000.00
		TOTAL ESTIMATED PROJECT COST			$ 1,231,000.00

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/25/2022

ATTACHMENTS:

	Description	Type
	28E Agreement	Backup Material
	Addendum Agreement	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	This item is for the acceptance of the home constructed by Hawkeye Community College located at 235 Newell Street in accordance with the project addendum agreement that was approved by council in September of 2020.

Expenditure Required/Source of Funds: $139,500.00 from Nuisance Abatement bonds.

Legal Descriptions: Manson's Second Addition Lot 10 Block 1

5

Doc ID: 008224020009 Type: GEN
Recorded: 09/07/2017 at 03:32:47 PM
Fee Amt: $47.00 Page 1 of 9
Black Hawk County Iowa
SANDIE L. SMITH RECORDER
File 2018-00004311

*city of Waterloo

CHAPTER 28E AGREEMENT -
AGREEMENT FOR RESIDENTIAL HOUSING CONSTRUCTION

THIS AGREEMENT made and entered into the 21st day of August, 2017, by and between the Hawkeye Community College (hereinafter referred to as "College") and the City of Waterloo, Iowa (hereinafter referred to as "City"):

WHEREAS, College is a community college organized and existing under the laws of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E; and

WHEREAS, City is a municipal corporation organized and existing under the laws of the State of Iowa and is a public agency as defined by Iowa Code Chapter 28E; and

WHEREAS, College provides vocational and technical education and training to students, including education and training to students in the building trades, and has authority to sell student constructed buildings and the property on which such student constructed buildings are located pursuant to Iowa Code § 260C.14(6); and

WHEREAS, City has a shortage of adequate housing, attributable in part to the relative shortage of the number of individuals who are skilled in the building trades; and

WHEREAS, City currently owns and intends in the future to acquire parcels of property which are suitable for the construction of student constructed housing; and

WHEREAS, City desires to transfer lots to the College for the College to construct student constructed houses on, and to purchase the lots back from the College upon completion of such construction at the cost of materials to the College; and

WHEREAS, College desires to accept individual lots from the City, construct student constructed houses thereon, and transfer the lots back to the City upon completion of construction in exchange for the cost of materials actually incurred by the College; and

WHEREAS, public agencies may enter into an agreement for joint and cooperative action pursuant to Iowa Code Chapter 28E; and

WHEREAS, College and City believe that an agreement pursuant to Chapter 28E of the Iowa Code should be entered into with regard to the construction of student constructed homes in the City, which agreement will be to their mutual advantage.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained, it is hereby agreed by and between College and City as follows:

1. Purpose. The Purpose of this Agreement is to facilitate the joint exercise of the parties' respective powers to fund and construct College student constructed houses on property currently owned by City, subject to the terms and conditions set forth herein.

2. Administration. No separate legal or administrative entity shall be created for the governance or administration of the terms or subject matter of this Agreement. This Agreement will be administered by the Vice President of Administration and Finance or his/her designee on behalf of College, and the Community Planning and Development Director or his/her designee on behalf of City.

3. Project. College shall construct student constructed houses on property owned by the City on an ongoing basis as contemplated by the terms of this Agreement (the "Project").

4. Property. Each Property to be used for the Project shall be identified and mutually agreed upon by the Community Planning and Development Director for the City and the Vice President of Administration and Finance of the College.

5. Duration. This Agreement shall remain in effect unless and until terminated in accordance with Section 13, commencing with the date of filing of this Agreement with the Iowa Secretary of State, in accordance with Iowa Code Section 28E.8.

6. Transfer of Property to College. At such time as the Community Planning and Development Director for the City and the Vice President of Administration and Finance of College mutually agree on a lot of property to be used for the Project (each lot agreed upon between the parties is herein referred to individually as the "Property"), City shall convey the Property to College on the following terms and conditions:

A. Purchase Price. City acknowledges the services provided by College related to the Project are sufficient consideration to support City's obligation to transfer the Property to College. No additional monetary consideration will be required of the College.

B. Possession and Closing. The closing date shall occur on a date mutually agreeable to the parties ("First Closing Date"). Possession of the Property ("Possession") shall be delivered to College at the First Closing Date. Each transaction shall be considered closed upon the filing of all title transfer documents ("First Closing").

C. Taxes and Special Assessments. City shall pay all property taxes and/or special assessments, if any, pertaining to the Property at all times during the pendency of this Agreement, notwithstanding which party holds legal title to the Property. College represents that the real property owned by it under this Agreement will be exempt from taxation for property tax purposes until it is occupied or sold.

D. Included Property. Included with the Property shall be all improvements and fixtures that integrally belong to, are specifically adapted to, or are a part of the

Property, whether attached or detached. City covenants that each Property shall be a bare lot, free from any structures.

E. Platting; Survey. If a survey is required under Iowa Code Chapter 354, city or county ordinances, or is necessary to permit College to carry out its obligations under this Agreement, City shall pay the cost thereof.

F. Environmental. City represents and warrants to College that, to the City's knowledge formed without specific inquiry: (i) the Property has not been used for the purpose of generating, receiving, handling, using, storing, treating, transporting or disposing of (A) any hazardous material as defined in any applicable federal, state, county or local statutes, laws, regulations, rules, ordinances, codes, standards, orders, licenses and permits of any governmental authorities relating to environmental matters (being hereinafter collectively referred to as the "Environmental Laws"), (B) other toxic, dangerous or hazardous chemicals, materials, substances, pollutants and wastes, or any chemical, material or substance, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or (C) petroleum products (except petroleum products received, handled, used, stored, treated, transported or disposed of in accordance with Environmental Laws), (ii) there are no existing or pending remedial actions or other work, repairs, construction or capital expenditures with respect to the Property in connection with the Environmental Laws, nor has City received any notice of the same and (iii) no Hazardous Materials have been or will be released into the environment, or have been or will be deposited, spilled, discharged, placed or disposed of at, on or adjacent to the Property, nor has the Property been used at any time by any person as a landfill or a disposal site for Hazardous Materials or for garbage, waste or refuse of any kind (all the foregoing being hereinafter collectively referred to as "Hazardous Materials"). City shall also provide College with a properly executed Groundwater Hazard Statement showing no wells, solid waste disposal sites, hazardous waste, underground storage tanks, burial sites, or private sewage disposal systems on the Property. This representation and warranty shall survive the First Closing, Second Closing, and the termination of this Agreement.

G. Deed. At First Closing, City shall convey merchantable title to the Property to College, by a duly executed and acknowledged general warranty deed, free and clear of liens and encumbrances, reservations, exceptions or modifications except as expressly accepted by College in writing. Said deed shall be in a form acceptable to College. City shall be responsible for payment of revenue stamps, if any, and recording costs payable to the Black Hawk County Recorder.

H. Warranties. In addition to any other warranties stated herein or in the general warranty deed to be executed and delivered by City to College, City represents and warrants to College the following:

i. City is the owner in fee simple of the Property free and clear from all liens and encumbrances, and City's entering this Agreement will not conflict with any other contract, agreement, or obligation to which City is a party.

ii. There will be no leases or other occupancy agreements relating to the Property in effect as of the date of First Closing.

iii. City has entered into no other agreements to sell the Property.

iv. City is not a party to any litigation, nor does City know of any litigation or threatened litigation, affecting the Property, or City's ownership thereof, and City shall give College prompt notice of any claim, threatened litigation, or instigation of any litigation prior to First Closing.

v. City has not received and has no knowledge of any notice or request from any governmental authority having jurisdiction regarding any violation of any federal, state, or local law or requesting the performance of any work or alteration with respect to the Property.

vi. City is not in default under the terms of any lease, contract, agreement, order, or judgment affecting the Property or the operation thereof.

vii. There are no contracts or agreements, written or oral, which would bind College, affecting the ownership or operation of the Property.

viii. There are no structures on the Property.

ix. No labor has been performed, or materials supplied, for the Property which the City has not fully paid.

x. There are no condemnation proceedings pending, or to the best of City's knowledge, contemplated against the Property, or any part thereof, and the City has received no notice, oral or written, of the intent or desire of any public authority or public utility to take or use the Property or any part thereof.

xi. City has no knowledge or information of any facts, circumstances, or conditions which do or would in any way adversely affect the Property.

xii. The representations and warranties of City contained in this Section 6 shall survive First Closing, Second Closing, and the termination of this Agreement.

7. Construction of Project. Following transfer of the Property to College, College shall construct the Project on the Property on the following terms and conditions:

A. Budget and Design. Prior to commencement of construction of the Project, the City and College shall meet and mutually agree upon the design plans and specifications for the Project, which may include sodding or seeding and a not-to-exceed budget amount for the Project. Once agreed upon, neither the design nor budget may be amended, without the written consent and agreement of both the City and College.

B. Scope of Work. College will furnish all tools, equipment, components, machinery, supplies, superintendence, insurance, transportation and other construction accessories, services, facilities, and labor necessary to construct the Project in accordance with the plans and specifications agreed upon by the Community Planning and Development Director for the City and the College Vice President of Administration and Finance and in compliance with all City, state, and federal building codes and with all applicable City ordinances and other applicable law. In the event the College should anticipate a material increase in the cost of materials to complete the Project above what was budgeting prior to the commencement of work, the College shall obtain City's written approval of such cost overruns prior to incurring the same.

C. Time for Completion. The Project will be completed within three (3) years after the First Closing, but College shall be entitled to a 6-month extension upon written notice to City if College reasonably believes that completion can be attained during the extended period. Any further extension shall require City's written consent, which consent shall not be unreasonably conditioned or withheld. Completion shall be evidenced by production of executed final lien waivers from all contractors and suppliers and a certificate of occupancy issued by the City of Waterloo Building Inspections Department. The Property shall be turned over to City in standard, "broom clean" condition, and all remaining construction materials and debris shall be removed from the Property.

D. Risk of Loss and Insurance. City shall bear the risk of loss or damage to the Property prior to First Closing. College shall bear the risk of loss or damage to the Property following First Closing and prior to Second Closing. City shall bear the risk of loss or damage to the Property following Second Closing. College shall procure builder's risk insurance at its own expense to cover loss or damage to the Property occurring after the First Closing but prior to Second Closing. The City shall be named as an additional insured on the builder's risk policy.

E. Worker's Compensation Insurance. College shall purchase and maintain worker's compensation insurance for not less than the limits required by law and shall name the City as an additional insured.

F. General Liability Insurance. College shall purchase and maintain Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance to cover the operations of College, its officers, employees, contractors and agents, under this Agreement.

8. Transfer of Property Back to City. Upon completion of the Project pursuant to Section 7 of this Agreement, College shall convey the Property back to the City on the following terms and conditions:

A. Purchase Price. City shall pay College the actual cost of materials supplied and/or used by College in the construction of the Project, subject to documentation of such costs that is reasonably satisfactory to City, or such other amount mutually agreed upon by the parties (the "Purchase Price"). City will not pay College for the value of any materials that College obtains by donation or otherwise without cost.

B. Possession and Closing. The closing date shall occur on a date mutually agreeable to the parties ("Second Closing Date"). Possession of the Property shall be delivered to City at the Second Closing Date. Each transaction shall be considered closed upon the payment in full by City of the Purchase Price and the filing of all title transfer documents ("Second Closing").

C. Included Property. Included with the Property shall be all buildings, structures, improvements, and fixtures that integrally belong to, are specifically adapted to, or are a part of the Property, whether attached or detached.

D. Deed. At Second Closing, College shall convey the Property to City, by a duly executed and acknowledged special warranty deed, free and clear of liens and encumbrances, reservations, exceptions or modifications arising by or through College except as expressly accepted by City in writing. City shall be responsible for payment of revenue stamps, if any, and recording costs payable to the Black Hawk County Recorder.

E. Condition of the Property. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, IT IS UNDERSTOOD AND AGREED THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COLLEGE IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO MERCHANTABILITY, ZONING, TAX CONSEQUENCES, VALUATION, GOVERNMENTAL APPROVALS, OR THE COMPLIANCE OF THE PROPERTY WITH LAWS. CITY REPRESENTS TO COLLEGE THAT CITY HAS CONDUCTED, OR WILL CONDUCT PRIOR TO SECOND CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL

CONDITION THEREOF, AS CITY DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY.

9. Financing of the Project. College and City shall each be directly responsible for the costs assigned to each by the terms of this Agreement.

10. Indemnification. To the extent allowed by law, City shall defend, indemnify, and hold harmless College from any and all claims, demands, causes of action, suits, settlements, and any other claimed damages, to include reasonable attorneys' fees, investigative costs, suit fees, and other costs associated therewith, arising out of: (i) a material breach of this Agreement by City, (ii) the material failure of any representation or warranty of City made in this Agreement to be true, (iii) any material act or omission of City related to its obligations under this Agreement. To the extent allowed by law, College shall defend, indemnify, and hold harmless City from any and all claims, demands, causes of action, suits, settlements, and any other claimed damages, to include reasonable attorneys' fees, investigative costs, suit fees, and other costs associated therewith, arising out of: (i) a material breach of this Agreement by College, (ii) the material failure of any representation or warranty of College made in this Agreement to be true, (iii) any material act or omission of College related to its obligations under this Agreement, or (iv) any physical injury occurring during, and related to, the work performed by College under Section 7 of this Agreement.

11. Assignment. Neither party may assign its rights, obligations, or interests under this Agreement without prior written consent of the other.

12. No Joint Obligation. The obligations of College and City under this Agreement are several obligations, and are not joint obligations.

13. Termination of Agreement. This Agreement may be terminated in any one of the following ways:

A. Jointly, by a written agreement executed by College and City;

B. By either party, without cause, upon ninety (90) days' prior written notice.

C. By either party for breach of any of the terms of this Agreement by the other party. Termination shall be accomplished by giving written notice to the breaching party specifying the breach and stating that the Agreement will be terminated if the breach is not cured within thirty (30) days. Failure to cure the breach within thirty (30) days of receipt of this notice shall result in automatic termination of this Agreement.

D. Notwithstanding any termination, other than for breach under Section C, both parties shall remain responsible for fulfilling their respective obligations to complete and pay for any construction in progress at the time of termination. The parties shall mutually determine what constitutes "completion" and "payment" for purposes of this provision.

14. Transfer Upon Termination. If this Agreement is terminated pursuant to Section 13, College shall, within sixty (60) days of either completion of construction, or if construction hasn't

started, within sixty (60) days of termination, transfer back to the City by special warranty deed, free and clear of liens and encumbrances, reservations, exceptions or modifications arising by or through College except as expressly accepted by City in writing, any Property it acquired from the City pursuant to this Agreement.

15. Notice. All notices, requests, claims, demands and other communications between the parties shall be in writing, and shall be given by delivery in person or by first class, registered or certified mail, postage prepaid. All notices shall be effective upon receipt, if notice is given by delivery in person, or on the fifth day following mailing to the other party at its respective address listed below:

To College:
Vice President of
Administration and Finance
1501 East Orange Road
P.O. Box 8015
Waterloo, Iowa 50704

To City:
Community Planning &
Development Director
715 Mulberry Street
Waterloo, Iowa 50703

16. Binding Effect. The terms and conditions of this Agreement shall extend to and be binding upon the successors in interest of the respective parties thereto.

17. Entire Agreement - Amendment. This Agreement contains the entire understanding between the parties and cannot be changed or terminated orally but only by an agreement in writing signed by both parties.

18. Severability. If any provisions of this Agreement are declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

19. Governing Law. This Agreement shall be governed by the laws of the State of Iowa. Any dispute or claim arising out of this Agreement shall be heard in a court of competent jurisdiction in Black Hawk County, Iowa.

20. Counterparts. This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective officers, pursuant to full authority granted and given as of the day and year first above written.

HAWKEYE COMMUNITY COLLEGE

By: _____
Board President

By: _____
Board Secretary

CITY OF WATERLOO

By: _____
Mayor

By: _____
City Clerk

01387991-1\10567-257

PROJECT ADDENDUM
TO
AGREEMENT FOR RESIDENTIAL HOUSING CONSTRUCTION

This instrument is an addendum (the "Addendum") to that certain Chapter 28E Agreement - Agreement for Residential Housing Construction (the "Agreement") dated August 21, 2017, by and between City of Waterloo, Iowa ("City") and Hawkeye Community College ("College"), previously recorded as Doc. No. 2018-00004311. This Addendum shall be effective when executed by both parties.

WHEREAS, the parties have identified a Project site in the 200 block of Newell Street, as described on Exhibit "A" attached hereto (the "Property"), and desire to set forth the terms by which they will undertake the Project;

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

1. Within thirty (30) days after execution of this Addendum by both parties, City will convey the Property to College by general warranty deed.

2. Acting with appropriate diligence hereafter, the parties will agree on Project designs, plans and specifications (the "Plans") and a not-to-exceed budget for the Project.

3. This Addendum is subject to all terms, covenants, conditions, and restrictions set forth in the Agreement; provided, however, that to the extent of any conflict between this Addendum and the Agreement, the terms of this Addendum shall prevail. Except as modified herein, the Agreement shall continue in full force and effect. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement. The Agreement and this Addendum 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 Project Addendum to Chapter 28E Agreement - Agreement for Residential Housing Construction by their duly authorized representatives.

HAWKEYE COMMUNITY COLLEGE

By: _____
Board President

By: _____
Board Secretary

Dated: 5-6-2021

CITY OF WATERLOO, IOWA

By: Quentin Hart
Quentin M. Hart, Mayor

By: Kelley Felchle
Kelley Felchle, City Clerk

Dated: Approved by council 9/8/2020

EXHIBIT "A"

Property Description

Parcel no. 8913-13-382-008, legally described as:
Lot 10, Block 1, Manson's Second Addition, City of Waterloo, Iowa.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/26/2022

ATTACHMENTS:

Description	Type
City Council Packet	Backup Material

SUBJECT:

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.

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Recommended Action:

The Planning and Zoning Commission unanimously approved the preliminary plat request at their regular meeting on December 28, 2021.

Therefore, staff recommends that the request by the City of Waterloo for the Preliminary Plat of North Crossing 3rd Addition a 20-lot commercial and residential subdivision located 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 approved for the following reasons:

1. The request would not appear to have a negative impact on the surrounding area.
2. The request would not appear to have a negative impact on traffic conditions in the area.
3. The request would create additional developable properties near Grand Crossing.

Transmitted herewith is a resolution to approve a request by the City of Waterloo for the Preliminary Plat of North Crossing 3rd Addition a 20-lot commercial and residential subdivision located 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. Attachments include:

- Staff report
- Overview Map
- Preliminary Plat

- Engineering Letter

Summary Statement:

The proposed plat area is currently zoned “R-4, R-P” Planned Residence District, “C-2” Commercial District, and “C-P” Planned Commercial District. The area zoned “R-4, R-P” Planned Residence District was rezoned from “R-2” One and Two Family Residence District on August 16, 2021 with the passage of Ordinance 5610. The area zoned “C-2” Commercial District was rezoned from “A-1” Agricultural District on November 25, 1991 with the passage of Ordinance 3836. The area zoned “C-P” Planned Commercial District was rezoned from “R-2” One and Two Family Residence District on June 2, 2007 with the passage of Ordinance 4856. The surrounding uses and zoning:

North – Vacant land and Residential, zoned “A-1” Agricultural District, “R-1” One and Two Family Residence District, “A-1” Agricultural District, and “R-2” One and Two Family Residence District.

South – Vacate land and Residential, zoned “A-1” Agricultural District and“R-2” One and Two Family Residence District.

East – Vacant land and residential, zoned “A-1” Agricultural District and “R-2” One and Two Family District.

West –Commercial and Residential, zoned “C-2” Commercial District, “C-P” Planned Commercial District, “R-3” Multiple Residence District, and “R-2” One and Two Family Residence District.

There is a 10” sanitary sewer line located underneath Ralston Road, 10’ sanitary sewer line located underneath Logan Avenue, 12” Sanitary Sewer underneath 4th Avenue, and 12” storm sewer underneath East 4th Avenue.

The Future Land Use Map designates this area as *Low Density Residential, Mixed Commercial: Medium to High Density Residential; Professional Offices; Neighborhood Commercial, and Commercial.* The request is consistent with the Comprehensive Plan and Future Land Use Map.

The applicant is proposing to plat 20 lots along Logan Avenue, E 4th Street, and Ralston Road. The lot sizes range from .807 acres to 10.771 acres. The average lot size is 2.46 acres The plat also contains outlots A, B, C, D, E, and F. The total acreage for the subdivision is 70 acres.
Outlots A (1.163 acres) and D (5.965 acres) are being set aside for storm water conveyance. Outlot B (6.185 acres) is being set aside for “future development.” Outlot C (5.965 acres) is being set aside for storm water detention. Outlot E (5.947 acres) is being set aside for City right-of-way. Outlot F (0.412 acres) and Outlot G (0.1 acres) are proposed to be dedicated to adjacent property owner(s) to expand existing parcels and/or vacate existing right-of-way.

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

review process for all future development.

The preliminary plat contains:

a) Property Lines – Dimensions
b) Date; North Arrow; Scale and Owner
c) Sanitary sewer location
d) Water system location
e) Storm sewer location
f) Easements
g) Size of individual lots
h) Street names
i) Adjoining subdivisions
j) Existing Structures within plat
k) Right of way widths
l) Street Widths
m) Street Light locations
n) Existing and proposed contours

The request would not appear to have a negative impact on the neighborhood as the area is largely made up of commercial and residential uses.

The request would not appear to have an impact on vehicular or pedestrian traffic movements in the area. The area is served by East 4th Street, which is classified as a minor arterial. The following proposed local streets include Heath Street, North Crossing Drive, and Ralston Road,

There are no sidewalks in the area. The Donald Street Trail is located approximately 400 feet to the south of the plat area.

Neighborhood Impact:

Buffering will be required for the rezone area to offer separation between commercial and residential uses.

No portion of the property in question is located in a special flood hazard area as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 and Panel Numbers 0187F & 0189F, dated July 18, 2011.

George Washington Carver Academy is located a half a mile to the southwest of the plat area. There are no other schools within one mile of the plat area.

A Deed of Dedication will need to be submitted and approved before the final plat is approved. A grading permit will also be required as part of the building permit process.

Expenditure Required/Source of Funds:

None

Part of the Southwest Quadrant of Section 12, Township 89 North, Range 13 West of the Fifth Principal Meridian more particularly described as

Legal Descriptions:	follows: Commencing at the East Quarter Corner of said Section 12; Thence South 89° 58' 10" East, 100.01 feet; Thence South 00° 49' 42" East, 33.00 feet to the Point of Beginning, being the intersection of the East Right-of-Way line of US Highway 63 and South Right-of-Way line of Ralston Road; Thence South 89° 58' 10" East, 519.04 feet; Thence South 00° 55' 36" East, 259.74 feet; Thence South 89° 57' 15" East, 680.03 feet; Thence South 00° 56' 11" East, 108.55 feet; Thence North 89° 38' 37" East, 1,098.27 feet; Thence South 65° 43' 46" East, 294.10 feet; Thence South 00° 54' 09" East, 566.47 feet; Thence South 89° 38' 35" West, 529.03 feet; Thence South 00° 53' 47" East, 566.90 feet; Thence South 89° 17' 02" West, 835.00 feet; Thence South 00° 53' 47" East, 174.84 feet; Thence North 89° 55' 10" West, 628.27 feet; Thence North 00° 34' 01" West, 291.07 feet; Thence South 89° 06' 13" West, 117.51 feet; Thence 356.34 feet along a 230.00 foot radius curve concave northeasterly with a long chord bearing North 46° 30' 42 West, 321.76 feet; Thence North 46° 00' 04" West, 14.18 feet; Thence South 89° 09' 42" West, 53.17 feet; Thence North 00° 51' 00" West, 10.00 feet; Thence South 89° 09' 42" West, 163.92 feet; Thence South 00° 49' 42" East, 148.59 feet; Thence South 89° 07' 36" West, 36.00 feet; Thence North 00° 49' 42" West, 68.98 feet; Thence North 14° 16' 28" East, 58.34 feet; Thence North 00° 49' 52" West, 274.51 feet; Thence North 06° 45' 49" East, 25.30 feet; Thence North 00° 21' 10" West, 382.22 feet; Thence North 02° 22' 02" East, 256.50 feet; Thence North 00° 49' 42" West, 362.25 feet to the Point of Beginning; Excepting that portion of land described in Warranty Deed recorded in Book 658, Page 762 in the Black Hawk County, Iowa Recorders Office Containing 71.91 Acres.

STAFF PERSON:	Seth Hyberger
DATE:	February 7, 2022
SUBJECT:	Preliminary Plat – North Crossing 3rd Addition

REQUEST:	Request by the City of Waterloo for the Preliminary Plat of North Crossing 3rd Addition a 20-lot commercial and residential subdivision located 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.
APPLICANT:	City of Waterloo, 715 Mulberry Street, Waterloo, Iowa 50701
GENERAL DESCRIPTION:	The applicant is requesting to plat the property located north of 501 Lakeside Street.



IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request would not appear to have a negative impact on the neighborhood as the area is largely made up of commercial and residential uses.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The request would not appear to have an impact on vehicular or pedestrian traffic movements in the area. The area is served by East 4th Street, which is classified as a minor arterial. The following proposed local streets include Heath Street, North Crossing Drive, and Ralston Road.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	There are no sidewalks in the area. The Donald Street Trail is located approximately 400 feet to the south of the plat area.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The proposed plat area is currently zoned "R-4, R-P" Planned Residence District, "C-2" Commercial District, and "C-P" Planned Commercial District. The area zoned "R-4, R-P" Planned Residence District was rezoned from "R-2" One and Two Family Residence District on August 16, 2021 with the passage of Ordinance 5610. The area zoned "C-2" Commercial District was rezoned from "A-1" Agricultural District on November 25, 1991 with the passage of Ordinance 3836. The area zoned "C-P" Planned Commercial District was rezoned from "R-2" One and Two Family Residence District on June 2, 2007 with the passage of Ordinance 4856. The surrounding uses and zoning: **North** – Vacant land and Residential, zoned "A-1" Agricultural District, "R-1" One and Two Family Residence District, "A-1" Agricultural District, and "R-2" One and Two Family Residence District. **South** – Vacate land and Residential, zoned "A-1" Agricultural District and"R-2" One and Two Family Residence District. **East** – Vacant land and residential, zoned "A-1" Agricultural District and "R-2" One and Two Family District. **West** –Commercial and Residential, zoned "C-2" Commercial District, "C-P" Planned Commercial District, "R-3" Multiple Residence District, and "R-2" One and Two Family Residence District.
DEVELOPMENT HISTORY:	Buildings in the immediate area were developed between 1961 and 2020.
BUFFERS/ SCREENING REQUIRED:	Buffering will be required for the rezone area to offer separation between commercial and residential uses.
DRAINAGE:	A drainage plan will need to be submitted to Engineering during the building review stage, as lots are developed.

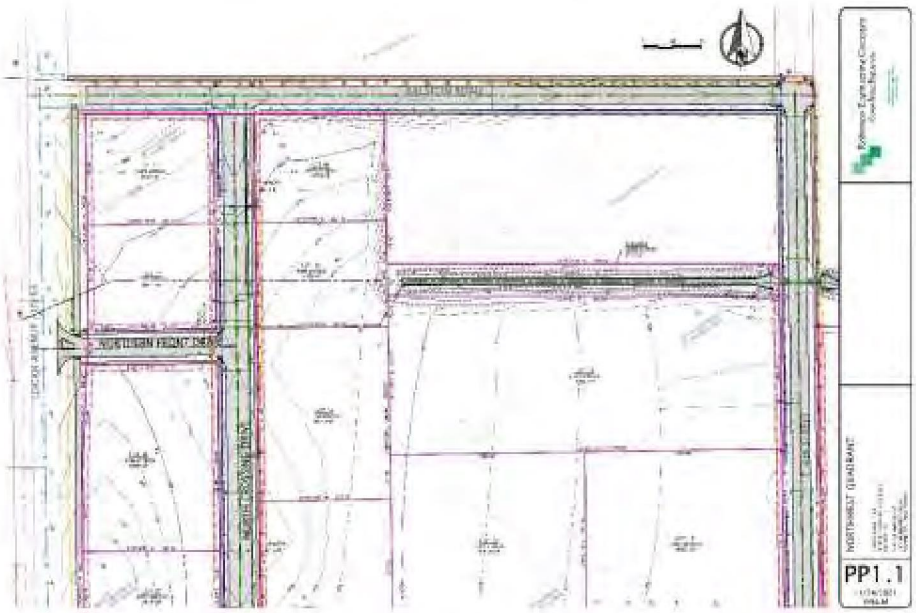
FLOODPLAIN:	No portion of the property in question is located in a special flood hazard area as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 and Panel Numbers 0187F & 0189F, dated July 18, 2011.
PUBLIC /OPEN SPACES/ SCHOOLS:	George Washington Carver Academy is located a half a mile to the southwest of the plat area. There are no other schools within one mile of the plat area.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC:	There is a 10" sanitary sewer line located underneath Ralston Road, 10' sanitary sewer line located underneath Logan Avenue, 12" Sanitary Sewer underneath 4th Avenue, and 12" storm sewer underneath East 4th Avenue.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as *Low Density Residential, Mixed Commercial: Medium to High Density Residential; Professional Offices; Neighborhood Commercial, and Commercial.* The request is consistent with the Comprehensive Plan and Future Land Use Map.
STAFF ANALYSIS – ZONING ORDINANCE:	The applicant is proposing to plat 20 lots along Logan Avenue, E 4th Street, and Ralston Road. The lot sizes range from .807 acres to 10.771 acres. The average lot size is 2.46 acres The plat also contains outlots A, B, C, D, E, and F. The total acreage for the subdivision is 70 acres. Outlots A (1.163 acres) and D (5.965 acres) are being set aside for storm water conveyance. Outlot B (6.185 acres) is being set aside for "future development." Outlot C (5.965 acres) is being set aside for storm water detention. Outlot E (5.947 acres) is being set aside for City right-of-way. Outlot F (0.412 acres) and Outlot G (0.1 acres) are proposed to be dedicated to adjacent property owner(s) to expand existing parcels and/or vacate existing right-of-way. Areas that are currently zoned "C-P" Planed Commercial District will be required to submit a site plan amendment as part of the review process in order to build on those sites. This will also enable the public to be part of the review process for all future development.
STAFF ANALYSIS – SUBDIVISION ORDINANCE:	The preliminary plat contains: a) Property Lines – Dimensions b) Date; North Arrow; Scale and Owner c) Sanitary sewer location d) Water system location e) Storm sewer location f) Easements g) Size of individual lots h) Street names i) Adjoining subdivisions j) Existing Structures within plat k) Right of way widths l) Street Widths m) Street Light locations

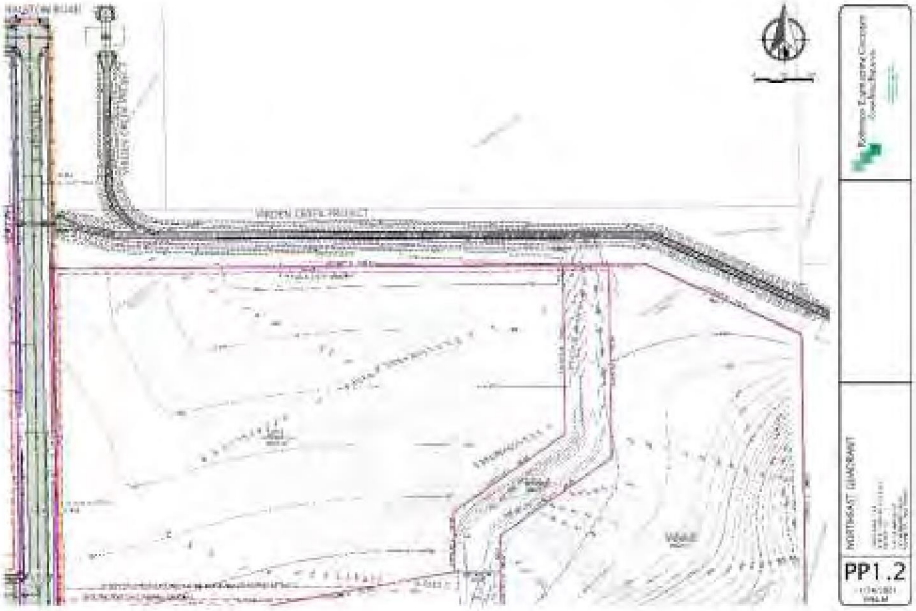
n) Existing and proposed contours

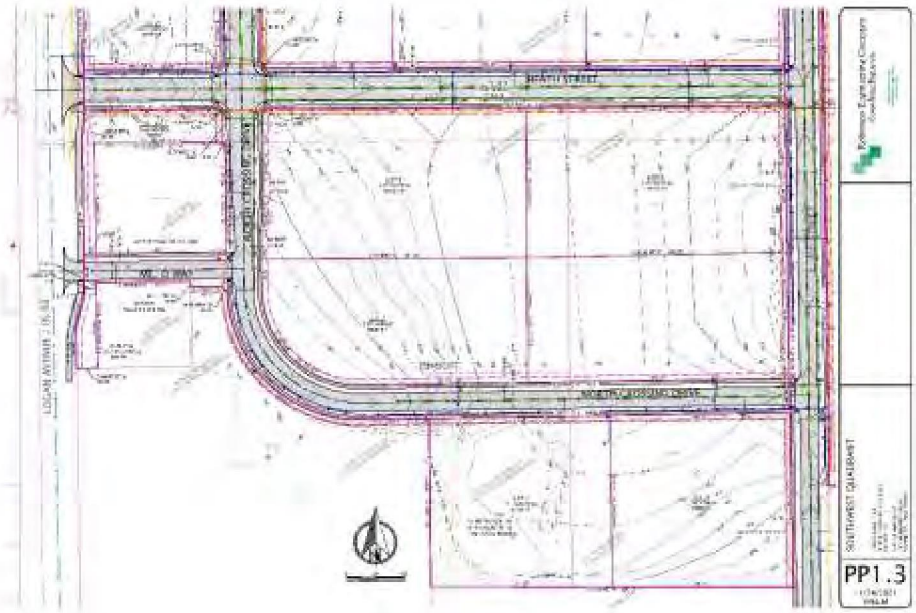
A Deed of Dedication will need to be submitted and approved before the final plat is approved. A grading permit will also be required as part of the building permit process. The Planning and Zoning Commission unanimously approved the request at their regular meeting on December 14, 2021.

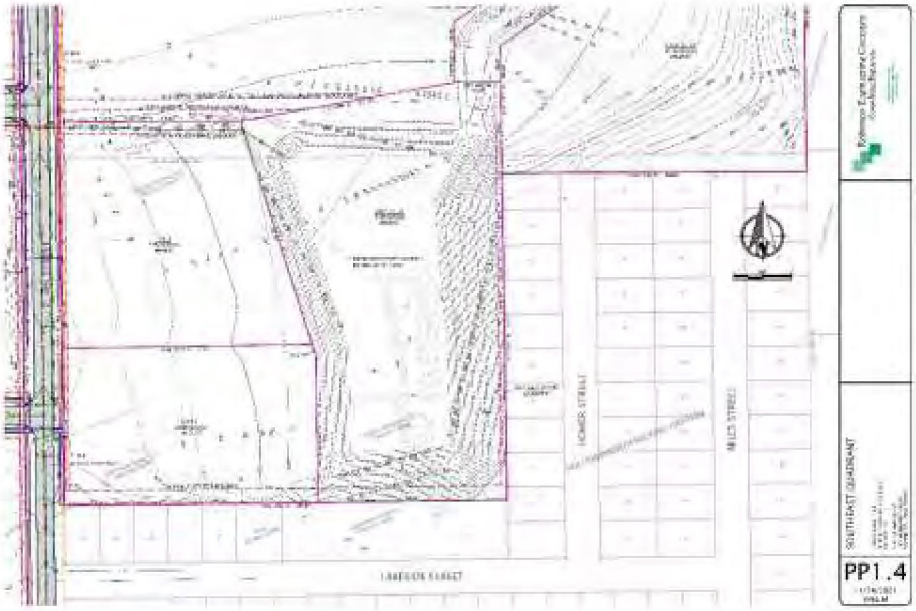





PP1.1


PP1.2


PP1.3


PP1.4



Picture 1: Looking northwest from the new Unity Point Clinic Parking Lot toward the existing McDonalds.



Picture 2: Looking north along area to be platted.



Picture 3: New Burger King located in Northpointe 2nd Addition



Picture 4: Looking north along area to be platted.



Picture 5: Looking north along existing frontage road adjacent to US Highway 63 that may be eliminated with the plat.



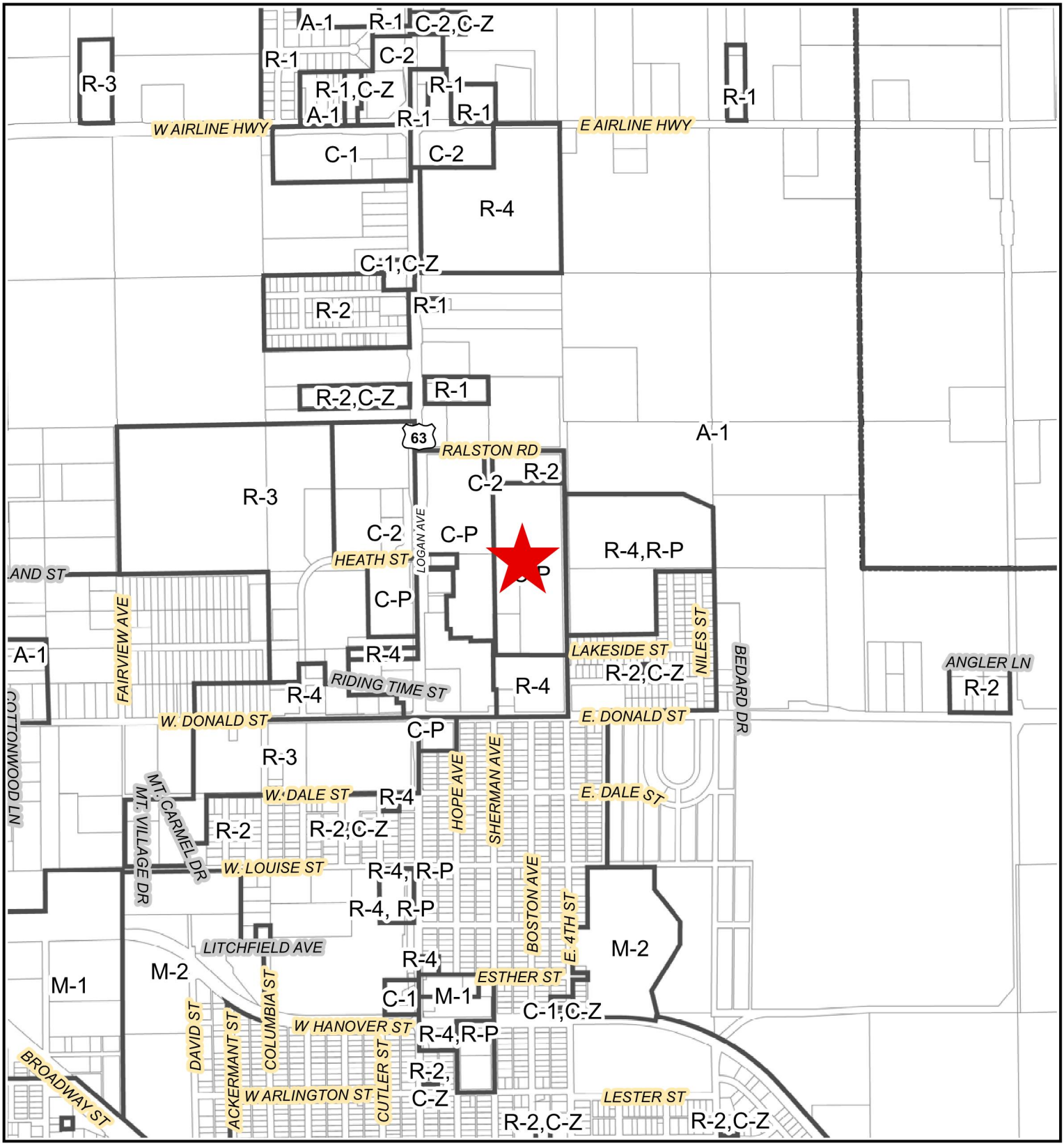
Picture 6: New Unity Point Clinic.

STAFF RECOMMENDATION:

Therefore, staff recommends that the request by the City of Waterloo for the Preliminary Plat of North Crossing 3rd Addition a 20-lot commercial and residential subdivision located 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 approved for the following reasons:

1. The request would not appear to have a negative impact on the surrounding area.
2. The request would not appear to have a negative impact on traffic conditions in the area.
3. The request would create additional developable properties near Grand Crossing.

City of Waterloo Planning, Programming and Zoning Commission
December 14, 2021



N
W E
S

1,000 500 0 1,000 Feet

Waterloo Iowa

North of 501 Lakeside Street
Preliminary Plat
North Crossing 3rd Addition

11

City of Waterloo Planning, Programming and Zoning Commission
December 14, 2021



N
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10050 0 100 Feet

Waterloo Iowa

North of 501 Lakeside Street
Preliminary Plat
North Crossing 3rd Addition

12

Intersection Logan Avenue (U.S. 63) at Heath Street

Summary

This report investigates the intersection of Heath Street and Logan Avenue for traffic flow and safety. Developers are considering the area around east leg of Heath Street for development. A 10,000 sq. ft. strip retail mall with a drive thru restaurant, a coffee place, and a cell phone office is a development that could probably happen very soon.

High volumes and speeds on Logan Avenue (US 63) is of a concern for safe and orderly operations of the intersection. New developments will generate additional traffic. The City would like to examine the intersection to make sure it operates acceptably as the area develops. Highway U.S. 63 has much higher volume than Heath Street. The intersection traffic is a concern at this location. We collected 12 hours of turning movement counts on 8/5/2020 and adjusted the counts for COVID-19 reduction in volumes. Traffic signals can provided for orderly and proper right of way assignment and could address the City's safety and operational concerns. The conditions satisfy MUTCD signal warrant 2, four-hour vehicular volume warrant without adding the traffic generation of expected new developments. An additional benefit of signals is providing for safer crossing of non-motorized traffic across the major roadway.

Existing Conditions

The area under investigation consists of the intersections of Logan Avenue (U.S. 63) at Heath Street. Logan Avenue is a 5-lane state primary road that has a two way left turn lane. Posted speed limit on Logan Avenue is 45 mph. Heath Street is a 2-lane roadway. Logan Avenue is a major route in and out of Waterloo and connects to Rochester Minnesota to the north. Heath Street provides access to local business and to the Allen Hospital College complex. Logan Avenue is oriented north/south and is the major street. Heath Street is oriented east/west and is the minor street. Exhibit 1 shows an aerial view of the location. Heat Street has stop signs. Logan Avenue has no control.

The intersection is adjacent to McDonald's, Hy-Vee, Hy-Vee gas, a hotel, and Subway among others. Allen Hospital, an urgent care office, and many other facilities are located within a half mile radius.

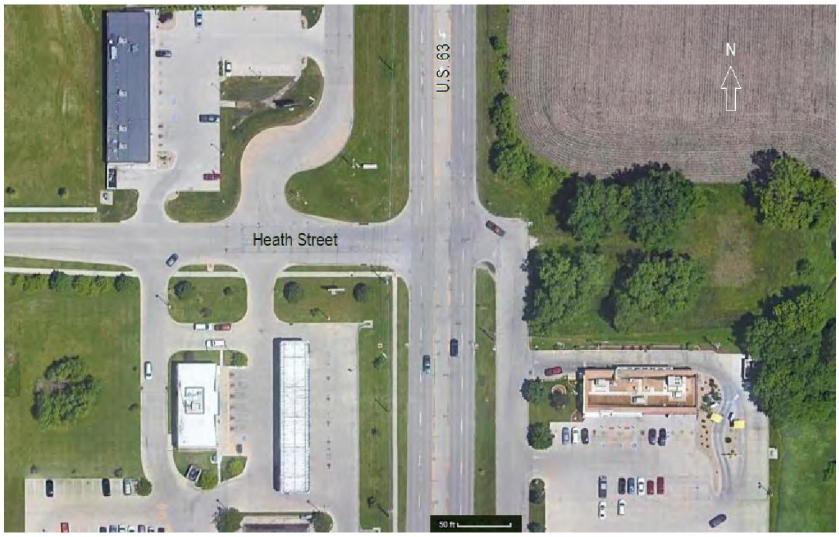


Exhibit 1: Aerial View of the Intersection

Crashes

From 2015 to end of 2019 there were 11 recorded accidents. There were 1 minor injury and 5 possible injuries. All of the crashes were stop sign violations and right angle crashes except for 1 rear end accident. Logan Avenue posted speed limit is 45 mph but travel speeds easily reach 50 mph. Right angle crashes at this high speed have the potential for severe crashes and could cause major injuries and even fatalities. Exhibit 2 shows the collision diagram. Exhibit 3 includes some crash severity data.

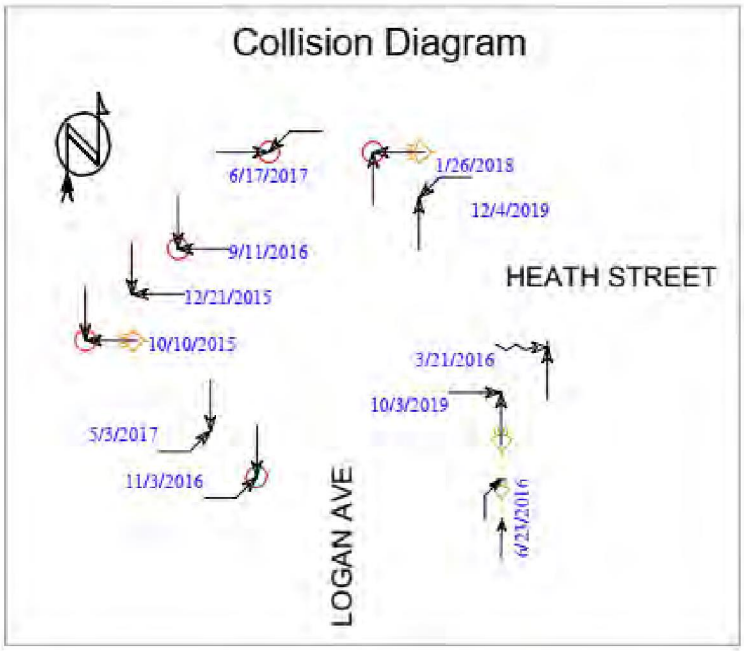


Exhibit 2: Collision Diagram

The planned developments will generate additional traffic. Increased traffic will cause an increase in the number of conflict points raising the probability of crash occurrences. Traffic signals are very effective in reducing right angle crashes between major and minor streets.

Iowa Crash Analysis Tool
Crash Characteristics
2015-2019

Crash Severity	11
Fatal Crash	0
Suspected Serious Injury Crash	0
Suspected Minor Injury Crash	1
Possible/Unknown Injury Crash	4
Property Damage Only	6

Injury Status Summary	6
Fatalities	0
Suspected serious/incapacitating	0
Suspected minor/non-incapacitating	1
Possible (complaint of pain/injury)	5
Unknown	0

Property/Vehicles/Occupants	
Property Damage Total (dollars):	46,500.00
Average (per crash dollars):	4,227.27
Total Vehicles:	22.00
Average (per crash):	2.00
Total Occupants:	34.00
Average (per crash):	3.09

Average Severity	
Fatalities/Fatal Crash:	0.00
Fatalities/Crash:	0.00
Injuries/Crash:	0.55
Major Injuries/Crash:	0.00
Minor Injuries/Crash:	0.09
Possible/Unknown Injuries/Crash:	0.45

Exhibit 3: Crash Severity

Pedestrian and Bicycles

Two sidewalks connect at the Southwest corner of the intersection where there is a pedestrian ramp to cross Logan Avenue (U.S. 63). There is no sidewalk or pedestrian ramp on the other side of U.S. 63 opposite the existing ramp. There is no marked crosswalk. Traffic signals will help pedestrian and bicyclists cross the main highway. As the number of developments increase pedestrian and bicycle traffic could increase. Exhibit 4 is shown the view when looking south from the intersection.

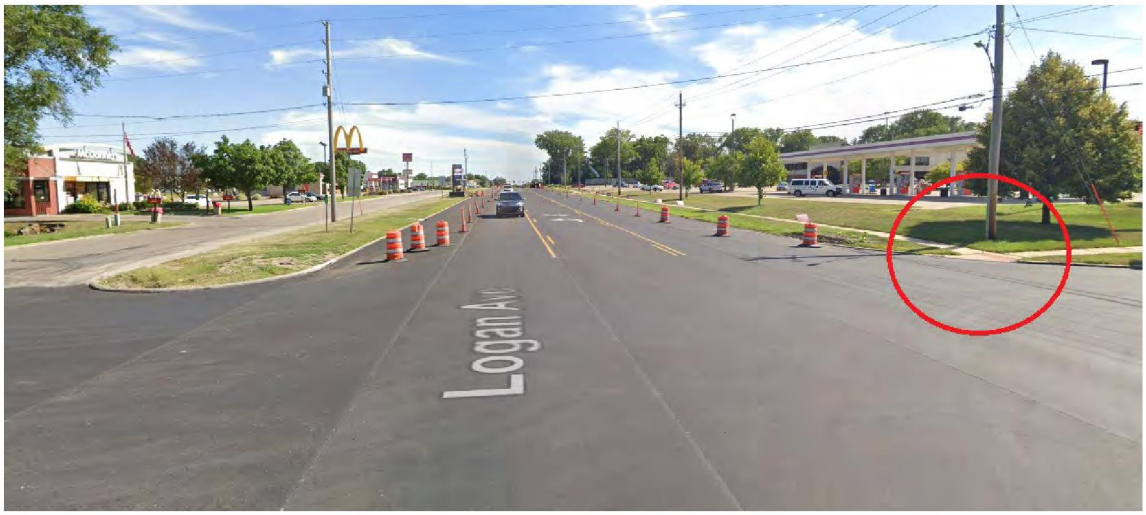


Exhibit 4: Southwest Corner Pedestrian Ramp

Traffic Signal Warrant

The collected traffic volumes were adjusted to account for the decrease in travel due the COVID-19 pandemic. The most recent decrease in road-use tax has been around 15%. Collected volumes were adjusted by 15%. Conservatively the expected increase due to new development traffic generation was not added. Hourly volume flows, total of both approaches on major street and the higher approach on minor street, which were used in signal warrant analysis are shown in Exhibit 5.

HOURLY VOLUMES (CARS + TRUCKS)					
	MAJOR APPROACH			MINO	PLOTTED
Begin Time	SB	NB	TOTAL	R	
13:45	377	355	733	87	Yes
14:00	390	359	749	82	
14:15	413	389	802	82	
14:30	416	423	840	90	
14:45	421	437	858	84	
15:00	392	468	860	81	Yes
15:15	366	453	819	77	
15:30	381	461	842	91	
15:45	367	472	838	97	
16:00	393	454	848	101	Yes
16:15	404	454	858	112	
16:30	404	446	850	94	
16:45	413	466	879	95	
17:00	388	488	875	102	Yes

Exhibit 5: Hourly Volumes Used in Signal Warrant Analysis

Exhibit 6 shows four individual hours of volumes that are plotted on Warrant 2 graph. The plotted points represent the total vehicles per hour on both approaches of Logan Avenue, and the corresponding vehicles per hour on the higher-volume approach of Heath Street. All 4 points fall on or above the corresponding curve in the graph. This means warrant 2 for signals is met.

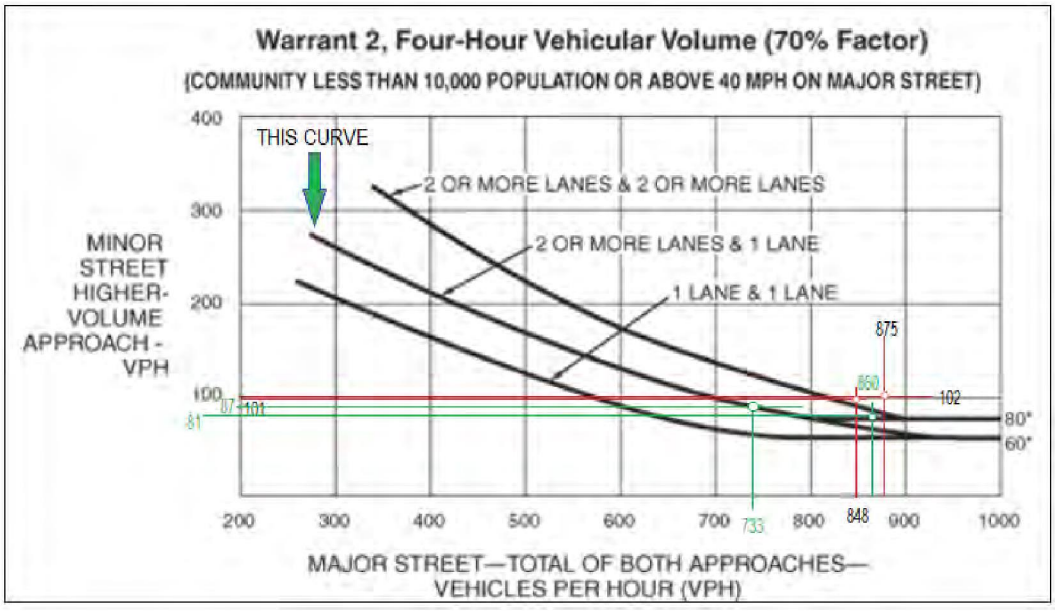


Exhibit 6: Warrant 2 Graph for Speeds of 40 mph or Higher

Recommendation

To address the traffic operations and safety concerns of the intersection now and in the near future when new developments will take place, and to provide for signalized pedestrian and bicycle crossing fully actuated traffic signals are recommended.

ATTACHMENTS

Hourly (Cars + Trucks)	Southbound				Westbound				Northbound				Eastbound				Intersection
Start Time	Right	Through	Left	Total	Right	Through	Left	Total	Right	Through	Left	Total	Right	Through	Left	Total	Total 1 Hour
6:00	16	269	5	290	2	1	3	6	0	185	16	201	7	0	6	13	510
6:15	18	309	8	335	5	1	3	9	1	140	15	156	7	1	6	14	514
6:30	15	334	11	360	9	1	3	13	1	127	16	144	7	1	8	16	533
6:45	17	372	11	400	9	0	4	13	1	139	12	152	6	1	8	15	580
7:00	16	370	8	394	15	3	3	21	1	147	12	160	7	2	8	17	592
7:15	15	334	9	358	14	4	7	25	0	166	13	179	6	1	6	13	575
7:30	21	332	8	361	11	5	6	22	1	157	9	167	7	1	8	16	566
7:45	20	311	10	341	11	6	8	25	1	162	10	173	8	1	9	18	557
8:00	20	272	9	301	8	3	11	22	2	160	12	174	7	0	7	14	511
8:15	20	257	5	282	10	4	8	22	2	167	16	185	11	2	14	27	516
8:30	12	249	6	267	10	5	10	25	1	182	15	198	10	2	12	24	514
8:45	9	246	4	259	10	4	7	21	1	179	16	196	10	2	11	23	499
9:00	5	255	4	264	12	4	8	24	1	201	16	218	11	2	10	23	529
9:15	9	248	5	262	11	3	9	23	1	189	12	202	9	0	6	15	502
9:30	18	240	6	264	14	3	8	25	2	192	20	214	14	2	8	24	527
9:45	22	247	6	275	15	9	9	33	2	199	18	219	18	2	16	36	563
10:00	24	252	13	289	18	11	5	34	3	206	19	228	20	3	19	42	593
10:15	19	253	15	287	22	13	4	39	3	224	17	244	19	6	19	44	614
10:30	10	260	14	284	20	15	5	40	3	239	17	259	15	4	21	40	623
10:45	9	262	20	291	27	10	7	44	3	227	23	253	19	5	17	41	629
11:00	13	260	16	289	24	12	8	44	1	216	33	250	17	6	20	43	626
11:15	16	253	25	294	27	9	9	45	1	209	45	255	28	3	21	52	646
11:30	20	248	27	295	28	6	9	43	0	209	44	253	39	7	24	70	661
11:45	21	249	24	294	24	9	13	46	0	215	46	261	36	10	28	74	675
12:00	22	264	25	311	28	7	13	48	0	231	37	268	44	9	27	80	707
12:15	23	274	18	315	25	8	16	49	0	227	36	263	45	11	27	83	710
12:30	23	278	17	318	27	7	16	50	0	208	34	242	41	10	20	71	681
12:45	27	270	16	313	28	6	10	44	0	237	29	266	43	6	16	65	688
13:00	23	272	19	314	23	4	14	41	0	239	31	270	43	7	19	69	694
13:15	19	286	14	319	20	5	9	34	0	264	30	294	41	6	19	66	713
13:30	19	282	15	316	17	6	10	33	0	274	36	310	39	5	27	71	730
13:45	12	303	13	328	16	7	10	33	0	269	40	309	42	5	29	76	746
14:00	14	314	11	339	18	8	4	30	0	277	35	312	43	4	24	71	752
14:15	18	326	15	359	18	6	6	30	0	308	30	338	37	3	31	71	798
14:30	15	337	10	362	18	7	8	33	1	340	27	368	45	1	32	78	841
14:45	18	336	12	366	16	3	8	27	1	358	21	380	42	2	29	73	846
15:00	16	318	7	341	14	3	10	27	1	379	27	407	34	3	33	70	845
15:15	14	298	6	318	16	5	9	30	1	364	29	394	36	5	26	67	809
15:30	18	306	7	331	17	5	5	27	1	366	34	401	36	8	35	79	838
15:45	15	295	9	319	16	7	6	29	1	372	37	410	34	10	40	84	842
16:00	14	319	9	342	19	11	7	37	3	358	34	395	38	10	40	88	862
16:15	19	325	7	351	20	14	6	40	3	361	31	395	39	14	44	97	883
16:30	18	324	9	351	18	14	10	42	3	364	21	388	36	13	33	82	863
16:45	20	335	4	359	18	13	11	42	4	373	28	405	38	10	35	83	889
17:00	20	310	7	337	17	11	11	39	4	391	29	424	39	8	42	89	889
17:15	11	224	6	241	10	6	11	27	4	296	24	324	30	2	34	66	658
17:30	6	148	3	157	8	4	6	18	3	205	20	228	18	0	25	43	446
17:45	2	66	3	71	6	3	3	12	2	103	8	113	9	0	14	23	219

Location:Waterloo, Iowa
Data:Turning Movement
Date:8/5/2020
S/N Street:Logan Ave.
W/E Street:Heath St.

HOURLY (CARS + TRUCKS)				
BEGIN TIME	MAJOR TOTAL OF BOTH APPROACHES			MINOR HIGHER APPROACH
	SB	NB	TOTAL	
6:00	334	231	565	15
6:15	385	179	565	16
6:30	414	166	580	18
6:45	460	175	635	17
7:00	453	184	637	24
7:15	412	206	618	29
7:30	415	192	607	25
7:45	392	199	591	29
8:00	346	200	546	25
8:15	324	213	537	31
8:30	307	228	535	29
8:45	298	225	523	26
9:00	304	251	554	28
9:15	301	232	534	26
9:30	304	246	550	29
9:45	316	252	568	41
10:00	332	262	595	48
10:15	330	281	611	51
10:30	327	298	624	46
10:45	335	291	626	51
11:00	332	288	620	51
11:15	338	293	631	60
11:30	339	291	630	81
11:45	338	300	638	85
12:00	358	308	666	92
12:15	362	302	665	95
12:30	366	278	644	82
12:45	360	306	666	75
13:00	361	311	672	79
13:15	367	338	705	76
13:30	363	357	720	82
13:45	377	355	733	87
14:00	390	359	749	82
14:15	413	389	802	82
14:30	416	423	840	90
14:45	421	437	858	84
15:00	392	468	860	81
15:15	366	453	819	77
15:30	381	461	842	91
15:45	367	472	838	97
16:00	393	454	848	101
16:15	404	454	858	112
16:30	404	446	850	94
16:45	413	466	879	95
17:00	388	488	875	102

Iowa Crash Analysis Tool
Quick Report
2015-2019

Crash Severity	11
Fatal Crash	0
Suspected Serious Injury Crash	0
Suspected Minor Injury Crash	1
Possible/Unknown Injury Crash	4
Property Damage Only	6

Injury Status Summary	6
Fatalities	0
Suspected serious/incapacitating	0
Suspected minor/non-incapacitating	1
Possible (complaint of pain/injury)	5
Unknown	0

Property/Vehicles/Occupants	
Property Damage Total (dollars):	46,500.00
Average (per crash dollars):	4,227.27
Total Vehicles:	22.00
Average (per crash):	2.00
Total Occupants:	34.00
Average (per crash):	3.09

Average Severity	
Fatalities/Fatal Crash:	0.00
Fatalities/Crash:	0.00
Injuries/Crash:	0.55
Major Injuries/Crash:	0.00
Minor Injuries/Crash:	0.09
Possible/Unknown Injuries/Crash:	0.45



Major Cause			10
Animal	0	Ran traffic signal	0
Ran stop sign	0	Failed to yield to emergency vehicle	0
FTYROW: At uncontrolled intersection	0	FTYROW: Making right turn on red signal	0
FTYROW: From stop sign	6	FTYROW: From yield sign	0
FTYROW: Making left turn	1	FTYROW: From driveway	0
FTYROW: From parked position	0	FTYROW: To pedestrian	0
FTYROW: Other	0	Drove around RR grade crossing gates	0
Disregarded RR Signal	0	Crossed centerline (undivided)	0
Crossed median (divided)	0	Traveling wrong way or on wrong side of road	0
Aggressive driving/road rage	0	Driving too fast for conditions	0
Exceeded authorized speed	0	Improper or erratic lane changing	0
Operating vehicle in an reckless, erratic, ca...	0	Followed too close	1
Passing: On wrong side	0	Passing: Where prohibited by signs/markings	0
Passing: With insufficient distance/inadequa...	0	Passing: Through/around barrier	0
Passing: Other passing	0	Made improper turn	0
Driver Distraction: Manual operation of an e...	0	Driver Distraction: Talking on a hand-held d...	0
Driver Distraction: Talking on a hands free ...	0	Driver Distraction: Adjusting devices (radio...	0
Driver Distraction: Other electronic device ...	0	Driver Distraction: Passenger	0
Driver Distraction: Unrestrained animal	0	Driver Distraction: Reaching for object(s)/f...	0
Driver Distraction: Inattentive/lost in thou...	0	Driver Distraction: Other interior distracti...	2
Driver Distraction: Exterior distraction	0	Ran off road - right	0
Ran off road - straight	0	Ran off road - left	0
Lost control	0	Swerving/Evasive Action	0
Over correcting/over steering	0	Failed to keep in proper lane	0
Failure to signal intentions	0	Traveling on prohibited traffic way	0
Vehicle stopped on railroad tracks	0	Other: Vision obstructed	0
Other: Improper operation	0	Other: Disregarded warning sign	0
Other: Disregarded signs/road markings	0	Other: Illegal off-road driving	0
Downhill runaway	0	Separation of units	0
Towing improperly	0	Cargo/equipment loss or shift	0
Equipment failure	0	Oversized load/vehicle	0
Other: Getting off/out of vehicle	0	Failure to dim lights/have lights on	0
Improper backing	0	Improper starting	0
Illegally parked/unattended	0	Driving less than the posted speed limit	0
Operator inexperience	0	Other	0
Unknown	0	Not reported	0
Other: No improper action	0		

Time of Day/Day of Week

Day of Week	12 AM to 2 AM	2 AM to 4 AM	4 AM to 6 AM	6 AM to 8 AM	8 AM to 10 AM	10 AM to Noon	Noon to 2 PM	2 PM to 4 PM	4 PM to 6 PM	6 PM to 8 PM	8 PM to 10 PM	10 PM to 12 AM	Not reported	Total
Sunday	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Monday	0	0	0	0	0	1	0	0	1	0	0	0	0	2
Tuesday	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Wednesday	0	0	0	0	1	0	1	0	0	0	0	0	0	2
Thursday	0	0	0	0	0	1	0	0	0	1	1	0	0	3
Friday	0	0	0	0	0	0	0	0	0	1	0	0	0	1
Saturday	0	0	0	0	0	0	0	0	1	0	0	1	0	2
Total	0	0	0	0	1	2	2	0	2	2	1	1	0	11

Manner of Crash Collision	11
Non-collision (single vehicle)	0
Head-on (front to front)	0
Rear-end (front to rear)	2
Angle, oncoming left turn	1
Broadside (front to side)	8
Sideswipe, same direction	0
Sideswipe, opposite direction	0
Rear to rear	0
Rear to side	0
Not reported	0
Other	0
Unknown	0

Surface Conditions	11
Dry	10
Wet	1
Ice/frost	0
Snow	0
Slush	0
Mud, dirt	0
Water (standing or moving)	0
Sand	0
Oil	0
Gravel	0
Not reported	0
Other	0
Unknown	0

Fixed Object Struck			22
Bridge overhead structure	0	Bridge pier or support	0
Bridge/bridge rail parapet	0	Curb/island/raised median	0
Ditch	0	Embankment	0
Ground	0	Culvert/pipe opening	0
Guardrail - face	0	Guardrail - end	0
Concrete traffic barrier (median or right sid...	0	Other traffic barrier	0
Cable barrier	0	Impact attenuator/crash cushion	0
Utility pole/light support	0	Traffic sign support	0
Traffic signal support	0	Other post/pole/support	0
Fire hydrant	0	Mailbox	0
Tree	0	Landscape/shrubbery	0
Snow bank	0	Fence	0
Wall	0	Building	0
Other fixed object	0	None (no fixed object struck)	22

Driver Age/Driver Gender					
Driver Age - 5 year Bins	Female	Male	Not reported	Unknown	**Total**
< 14	0	0	0	0	0
= 14	0	0	0	0	0
= 15	0	0	0	0	0
= 16	0	0	0	0	0
= 17	0	0	0	0	0
= 18	0	0	0	0	0
= 19	1	0	0	0	1
= 20	0	0	0	0	0
>= 21 and <= 24	3	0	0	0	3
>= 25 and <= 29	5	4	0	0	9
>= 30 and <= 34	0	1	0	0	1
>= 35 and <= 39	0	1	0	0	1
>= 40 and <= 44	0	0	0	0	0
>= 45 and <= 49	0	0	0	0	0
>= 50 and <= 54	0	0	0	0	0
>= 55 and <= 59	0	1	0	0	1
>= 60 and <= 64	2	0	0	0	2
>= 65 and <= 69	0	1	0	0	1
>= 70 and <= 74	0	0	0	0	0
>= 75 and <= 79	0	0	0	0	0
>= 80 and <= 84	0	1	0	0	1
>= 85 and <= 89	0	0	0	0	0
>= 90 and <= 94	0	1	0	0	1
>= 95	0	0	0	0	0
Not reported	0	0	0	0	0
Unknown	0	0	1	0	1
Total	11	10	1	0	22

Drug/Alcohol Related	**11**
Drug	0
Alcohol (< Statutory)	0
Alcohol (Statutory)	0
Drug/Alcohol (< Statutory)	0
Drug/Alcohol (Statutory)	0
Refused	0
Under Influence of Alcohol/Drugs/Medications	0
None Indicated	11

Alcohol Test Given	**22**
None	21
Blood	0
Urine	0
Breath	0
Vitreous	0
Refused	0
Not reported	1

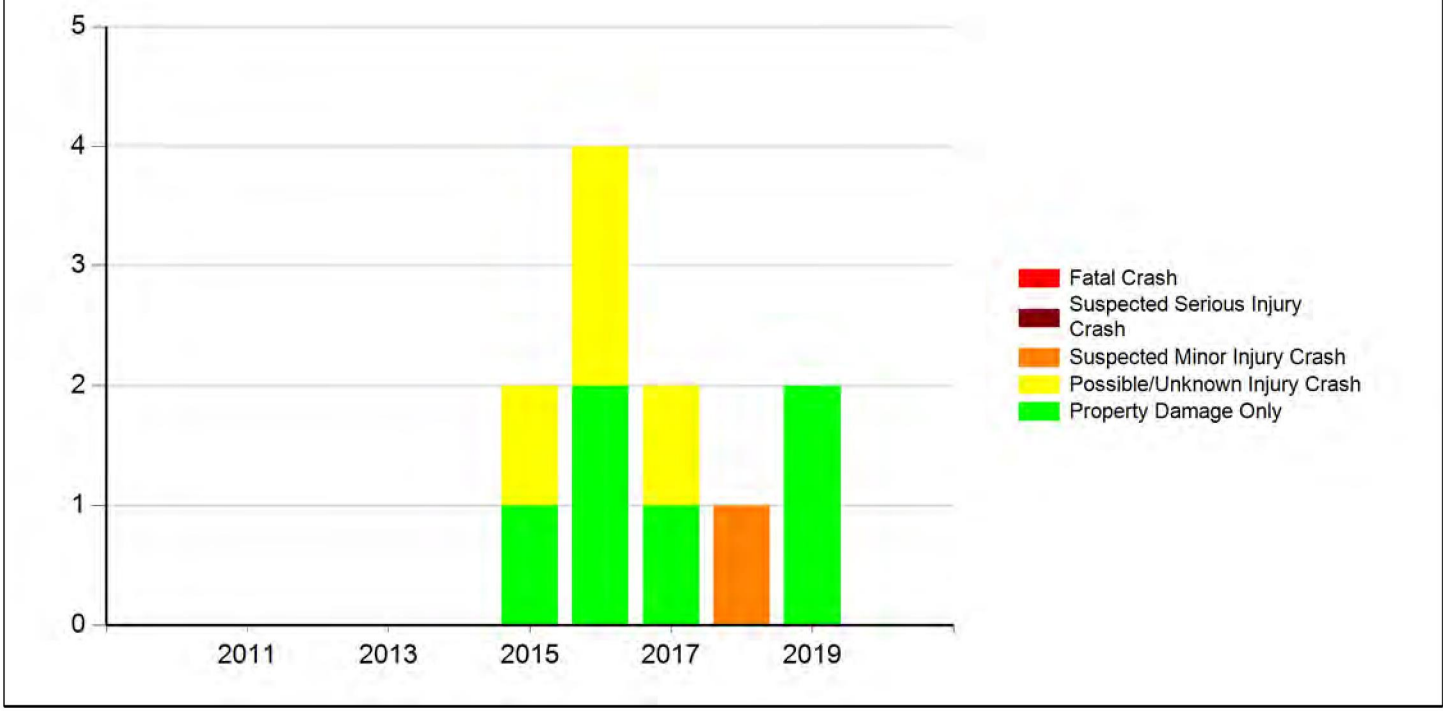
Drug Test Given	**22**
None	21
Blood	0
Urine	0
Breath	0
Vitreous	0
Refused	0
Not reported	1

Drug Test Result	**22**
Negative	0
Cannabis	0
Central Nervous System depressants	0
Central Nervous System stimulants	0
Hallucinogens	0
Inhalants	0
Narcotic Analgesics	0
Dissociative Anesthetic (PCP)	0
Prescription Drug	0
Not reported	22
Other	0

Crash Severity - Annual

Crash Year	Fatal Crash	Suspected Serious Injury Crash	Suspected Minor Injury Crash	Possible/Unknown Injury Crash	Property Damage Only	**Total**
2010	0	0	0	0	0	0
2011	0	0	0	0	0	0
2012	0	0	0	0	0	0
2013	0	0	0	0	0	0
2014	0	0	0	0	0	0
2015	0	0	0	1	1	2
2016	0	0	0	2	2	4
2017	0	0	0	1	1	2
2018	0	0	1	0	0	1
2019	0	0	0	0	2	2
2020	0	0	0	0	0	0
Total	0	0	1	4	6	11

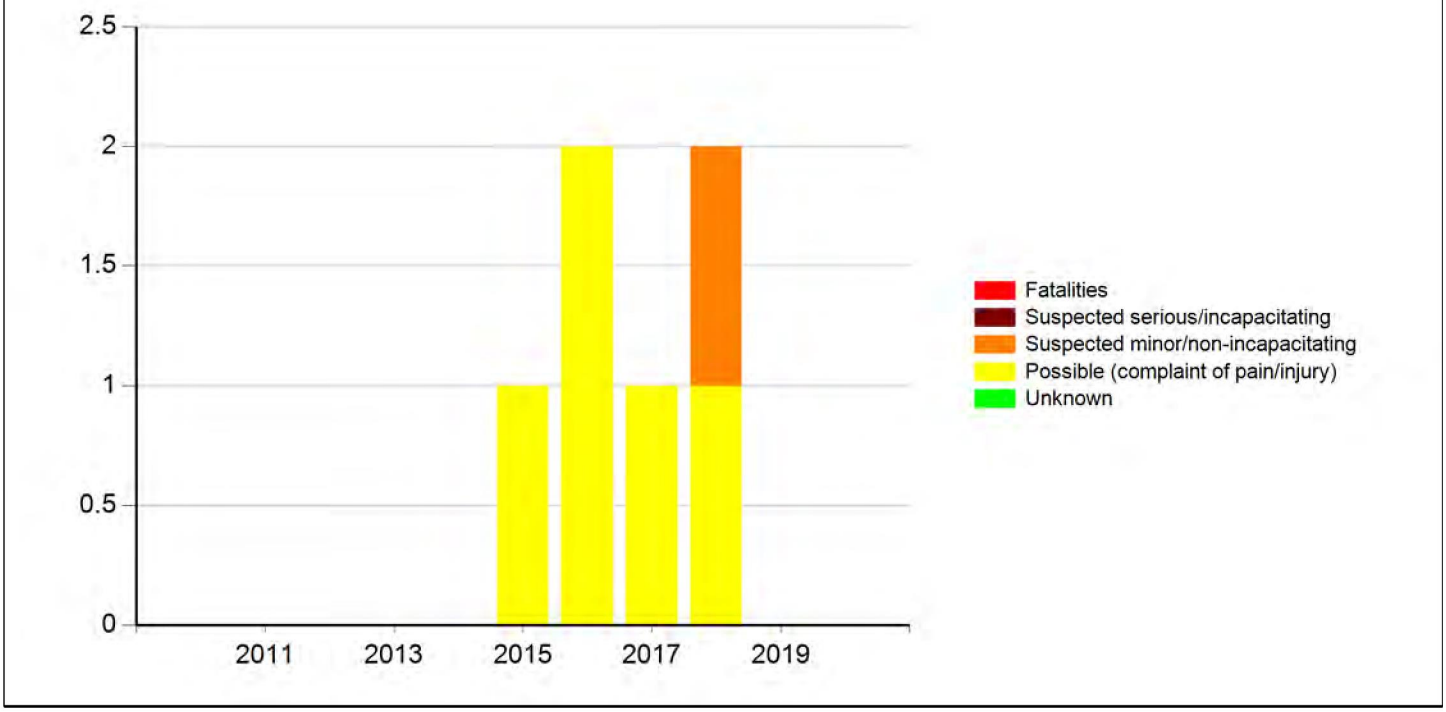
Severity/Year



Injury Status - Annual

Crash Year	Fatalities	Suspected serious/incapacitating	Suspected minor/non-incapacitating	Possible (complaint of pain/injury)	Unknown	Total
2010	0	0	0	0	0	0
2011	0	0	0	0	0	0
2012	0	0	0	0	0	0
2013	0	0	0	0	0	0
2014	0	0	0	0	0	0
2015	0	0	0	1	0	1
2016	0	0	0	2	0	2
2017	0	0	0	1	0	1
2018	0	0	1	1	0	2
2019	0	0	0	0	0	0
2020	0	0	0	0	0	0
Total	0	0	1	5	0	6

Injury Status/Year



Meeting the following criteria

Jurisdiction: Cities (Waterloo)
Year: 2015, 2016, 2017, 2018, 2019
Map Selection: Yes
Filter: None

Analyst Information

PRELIMINARY PLAT

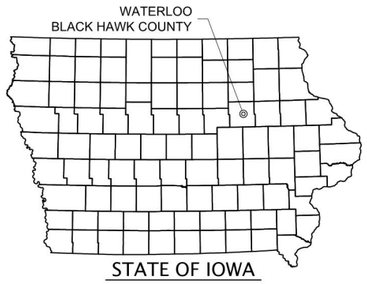
FOR

NORTH CROSSING THIRD ADDITION

TO THE CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA

PN: 4301-21

01/25/2022



SHEET INDEX

SHEET	TITLE
PP0.1	COVER SHEET
PP0.2	SITE MAP
PP1.1	NORTHWEST QUADRANT
PP1.2	NORTHEAST QUADRANT
PP1.3	SOUTHWEST QUADRANT
PP1.4	SOUTHEAST QUADRANT

LEGAL DESCRIPTION

Part of the Southwest Quadrant of Section 12, Township 89 North, Range 13 West of the Fifth Principal Meridian more particularly described as follows:
Commencing at the East Quarter Corner of said Section 12;
Thence South 89° 58' 10" East, 100.01 feet;
Thence South 00° 49' 42" East, 33.00 feet to the Point of Beginning, being the intersection of the East Right-of-Way line of US Highway 63 and South Right-of-Way line of Ralston Road;
Thence South 89° 58' 10" East, 519.04 feet;
Thence South 00° 55' 36" East, 259.74 feet;
Thence South 89° 57' 15" East, 680.03 feet;
Thence South 00° 56' 11" East, 108.55 feet;
Thence North 89° 38' 37" East, 1,098.27 feet;
Thence South 65° 43' 46" East, 294.10 feet;
Thence South 00° 54' 09" East, 566.47 feet;
Thence South 89° 38' 35" West, 529.03 feet;
Thence South 00° 53' 47" East, 566.90 feet;
Thence South 89° 17' 02" West, 835.00 feet;
Thence South 00° 53' 47" East, 174.84 feet;
Thence North 89° 55' 10" West, 628.27 feet;
Thence North 00° 34' 01" West, 291.07 feet;
Thence South 89° 06' 13" West, 117.51 feet;
Thence 356.34 feet along a 230.00 foot radius curve concave northeasterly with a long chord bearing North 46° 30' 42 West, 321.76 feet;
Thence North 46° 00' 04" West, 14.18 feet;
Thence South 89° 09' 42" West, 53.17 feet;
Thence North 00° 51' 00" West, 10.00 feet;
Thence South 89° 09' 42" West, 163.92 feet;
Thence South 00° 49' 42" East, 148.59 feet;
Thence South 89° 07' 36" West, 36.00 feet;
Thence North 00° 49' 42" West, 68.98 feet;
Thence North 14° 16' 28" East, 58.34 feet;
Thence North 00° 49' 52" West, 274.51 feet;
Thence North 06° 45' 49" East, 25.30 feet;
Thence North 00° 21' 10" West, 382.22 feet;
Thence North 02° 22' 02" East, 256.50 feet;
Thence North 00° 49' 42" West, 362.25 feet to the Point of Beginning;

Excepting that portion of land described in Warranty Deed recorded in Book 658, Page 762 in the Black Hawk County, Iowa Recorders Office

Containing 71.91 Acres

CURRENT ZONING

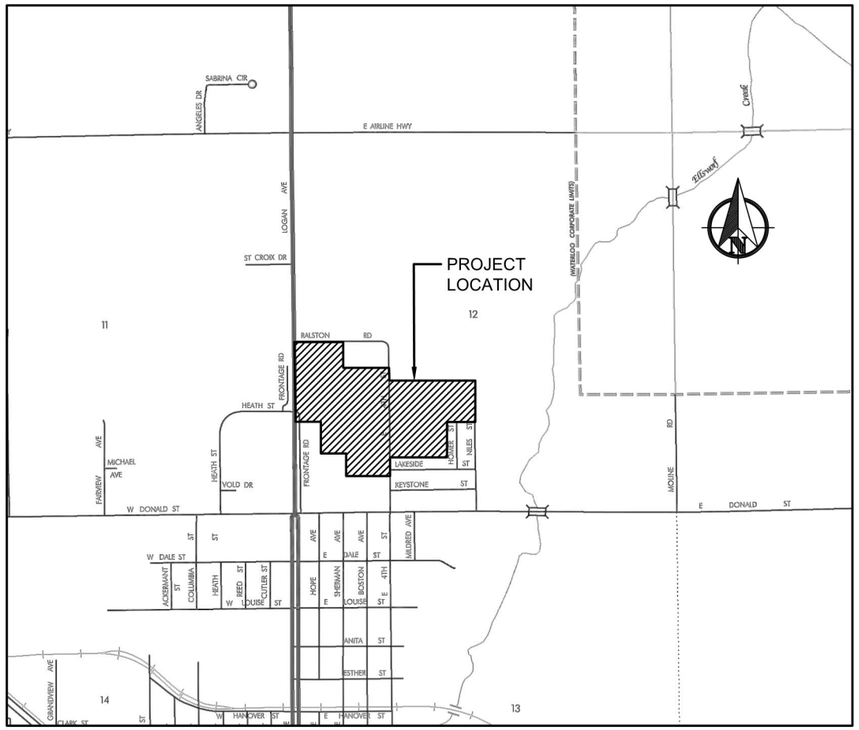
WEST OF E. 4th STREET: C-2 & C-P
EAST OF E. 4th STREET: R4-RP

PROPOSED ZONING

NO CHANGE

AVERAGE LOT SIZE

2.36 ACRES (FIGURE EXCLUDES ALL TRACTS)



LOCATION MAP
WATERLOO, IOWA
NTS

NOTES

1. THIS PRELIMINARY PLAT IS A CONCEPTUAL REPRESENTATION OF THE PROPOSED DEVELOPMENT. ANY FINAL PLAT AND RELATED IMPROVEMENTS REQUIRED BY THE DEVELOPMENT SHALL MEET THE REQUIREMENTS OF THE CITY OF WATERLOO
2. FINAL EASEMENT SIZING SHALL BE REVIEWED AT TIME OF FINAL PLATTING. SIZING SHOWN IS BASED ON ASSUMED DEPTH AND SIZES OF UTILITIES
3. TRACT D SHALL BE DEDICATED TO THE CITY OF WATERLOO FOR STORM WATER CONVEYANCE
4. TRACT B SHALL BE RETAINED FOR FUTURE DEVELOPMENT FOR LAND CONVEYANCE AND IS NOT PROPOSED AS A DEVELOPABLE PARCEL.
5. TRACTS A AND C SHALL BE USED FOR STORM WATER DETENTION/RETENTION AND OVERFLOW ROUTING. FINAL SIZING IS DEPENDENT ON AN APPROVED STORM WATER MANAGEMENT REPORT.
6. TRACT E SHALL BE DEDICATED TO THE CITY OF WATERLOO FOR PUBLIC RIGHT-OF-WAY
7. TRACTS F AND G ARE PROPOSED TO BE DEDICATED TO ADJACENT PROPERTY OWNER(S) TO EXPAND EXISTING PARCELS AND/OR VACATE EXISTING RIGHT-OF-WAY
8. APPROPRIATE BUFFERING SHALL APPLY PER CITY CODE RELATING TO PERMITTED USE OF DIFFERENT ZONING ADJACENT TO EACH OTHER.
9. ALL LOT FRONTAGE (INCLUDING DOUBLE FRONTAGE), SHALL HAVE A 10' PUBLIC UTILITY EASEMENT FROM THE PROPERTY LINE INTO THE LOT UNLESS NOTED AS GREATER ON THIS DOCUMENT.
10. STREET LIGHT LOCATIONS SHOWN ON THE PRELIMINARY PLAT ARE SUBJECT TO DESIGN. FINAL LOCATIONS WILL BE COORDINATED WITH THE CITY OF WATERLOO AND MIDAMERICAN ENERGY FOR THE TYPE OF LUMINARY SELECTED AT THE TIME OF FINAL PLATTING. INTERVALS SHOWN ON PLAT ASSUME AN EFFECTIVE ILLUMINATION OF 300'-400'
11. ALL UTILITY EASEMENT SHOWN ARE SUBJECT TO UTILITY APPROVAL AT TIME OF FINAL PLATTING.
12. CONSTRUCTION OF OLIVIA STREET AND IT'S ASSOCIATED SIDEWALKS, RIGHT-OF-WAY DEDICATIONS, AND STORM INFRASTRUCTURE IS SUBJECT TO APPROVAL OF IOWA DOT AND FURTHER SUBJECT TO THE NEEDS OF END USERS FOR EACH DEVELOPED LOT.

DEVELOPER
NOEL ANDERSON
CITY OF WATERLOO
715 MULBERRY STREET
WATERLOO, IOWA 50703

OWNERS
CITY OF WATERLOO
NORTH CROSSING, LLC

CIVIL ENGINEER
ROBINSON ENGINEERING
819 SECOND STREET NE
INDEPENDENCE, IOWA 50644
319-334-7211
PROJECT CONTACT: ALEX BOWER
ENGINEER: MONICA SMITH

PP0.1

01/25/2022
REVIEW3



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

MONICA M. SMITH LICENSE NO. 15074

Signature Date

My renewal date is December 31, 2023

Pages or sheets covered by this seal: 'C' SHEETS

Robinson Engineering Company
Consulting Engineers

819 Second Street NE
Independence, Iowa 50644
319-334-7211

RALSTON ROAD
PT. NW-SW SEC 12-89-13
PT. NE-SE SEC 11-89-13
LOGAN AVENUE / US 63
OLIVIA STREET
PHILLIP CALDWELL DRIVE
E. 4th STREET
HEATH STREET
BUCKHART STREET
PHILLIP CALDWELL DRIVE
LAKESIDE STREET
HOMER STREET
NILES STREET
HOLLINGSWORTH SECOND ADDITION
VIRDEN CREEK PROJECT
PARCEL 'A', NE-SW 12-89-13
PARCEL 'A', SE-NW 12-89-13
PT. NE-SW SEC 12-89-13
PARCEL 'D' SW SEC 12-89-13
CITY OF WATERLOO PT. SW SEC 12-89-13
CITY OF WATERLOO PARCEL 'G'
NORTH CROSSING, LLC DEED 2021-26598
NORTH CROSSING LLC LOT 1, NORTH CROSSING 2nd
NORTH CROSSING LLC TRACT A NORTH CROSSING ADN
EX PARCEL LOT 3, LOGAN PLAZA FIRST ADDN
BARNES PLAT NO 1
LOGAN ADDN
DEED BK 548, PG 874
EXCEPTION OF DEED DOC# 2021-26598
N1/2 NW-SE SEC 12

LOT 17 0.975 ACRE(S) 42461 SF
LOT 16 0.973 ACRE(S) 42383 SF
LOT 18 0.935 ACRE(S) 40711 SF
LOT 15 0.956 ACRE(S) 41653 SF
TRACT D 0.859 ACRE(S) 37402 SF
LOT 10 4.223 ACRE(S) 183947 SF
LOT 14 1.568 ACRE(S) 68318 SF
LOT 19 1.742 ACRE(S) 75867 SF
LOT 20 0.807 ACRE(S) 35147 SF
LOT 13 1.228 ACRE(S) 53507 SF
LOT 12 2.436 ACRE(S) 106123 SF
LOT 11 2.501 ACRE(S) 108950 SF
TRACT E 5.843 ACRE(S) 254509 SF
TRACT F 0.412 ACRE(S) 17968 SF
TRACT G 0.100 ACRE(S) 4359 SF
LOT 8 2.747 ACRE(S) 119642 SF
LOT 9 2.672 ACRE(S) 116408 SF
LOT 7 2.169 ACRE(S) 94489 SF
LOT 6 2.269 ACRE(S) 98823 SF
LOT 5 2.118 ACRE(S) 92266 SF
LOT 4 2.151 ACRE(S) 93695 SF
LOT 1 10.771 ACRE(S) 469163 SF
TRACT A 1.163 ACRE(S) 50662 SF
TRACT B 6.185 ACRE(S) 269428 SF
TRACT C 5.965 ACRE(S) 259829 SF
LOT 2 3.362 ACRE(S) 146464 SF
LOT 3 2.765 ACRE(S) 120439 SF

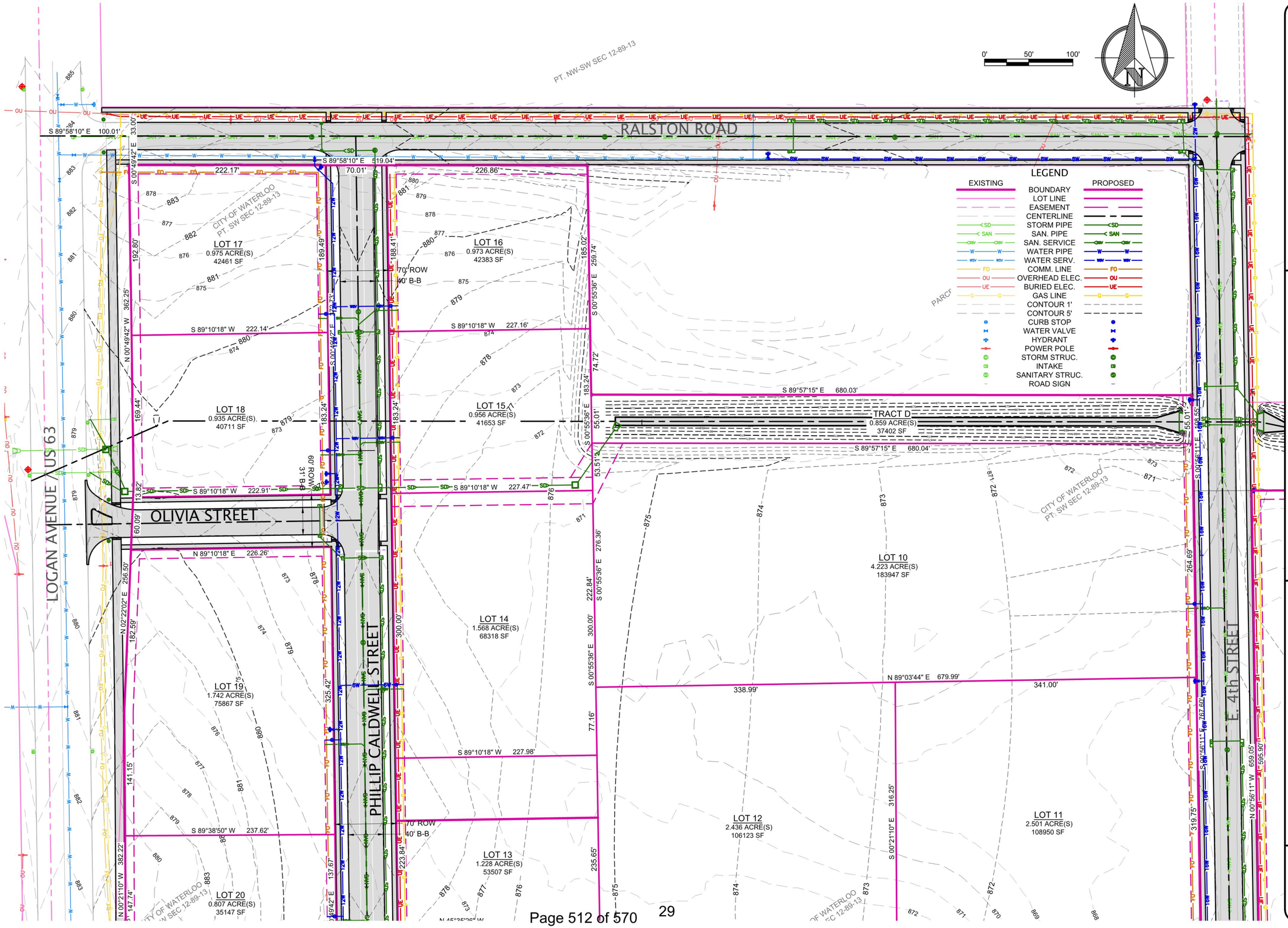
0' 100' 200'

Robinson Engineering Company
Consulting Engineers
819 Second Street NE
Independence, Iowa 50644
319.334.7211

SITE MAP

PRELIMINARY PLAT
NORTH CROSSING THIRD ADDITION
PN: 4301-21
CITY OF WATERLOO
715 MULBERRY STREET
WATERLOO, IOWA 50703

PP0.2
01/25/2022
REVIEW3



Robinson Engineering Company
Consulting Engineers
819 Second Street NE
Independence, Iowa 50644
319.334.7211

NORTHWEST QUADRANT

PRELIMINARY PLAT
NORTH CROSSING THIRD ADDITION
PN: 4301-21

CITY OF WATERLOO
715 MULBERRY STREET
WATERLOO, IOWA 50703

PP1.1

01/25/2022
REVIEW3

RALSTON ROAD

E. 4th STREET

VIRDEN CREEK PROJECT

PARCEL 'A', SE-NW 12-89-13

PT. NE-SW SEC 12-89-13

VIRDEN CREEK PROJECT

PARCEL 'A', NE-SW 12-89-13

N1/2 NW-SE SEC 12-89-13

31' B-B
66' ROW (EXISTING)

66' ROW (EXISTING)
31' B-B

LOT 1
10.771 ACRE(S)
469163 SF

TRACT A
1.163 ACRE(S)
50662 SF

TRACT B
6.185 ACRE(S)
269428 SF

CITY OF WATERLOO
PARCEL 'G'

N 89°38'37" E 1098.27'
885.55'
10' PUBLIC UTILITY EASEMENT

S 65°43'46" E 294.10'

S 00°54'13" E 334.43'

S 00°54'13" E 292.68'

S 55°04'12" W 236.62'

S 00°53'47" E 103.98'

S 89°38'50" W 80.00'

N 00°53'47" W 220.32'

S 00°54'09" E 566.47'

S 79°44'50" W 378.06'

40' INGRESS / EGRESS EASEMENT FOR DETENTION AND DRAINAGE MAINTENANCE

20' STORM SEWER AND DRAINAGE EASEMENT

PT. S1/2 NW-SE SEC 12-89-13

5:1

80.00'

66.72'

62.23'

264.69'

N 00°56'11" E 1855.55'

S 00°56'11" E 767.60'

N 00°56'11" W 659.05'

S 00°56'11" E 595.30'

319.75'

55.01'

70.00'

LEGEND

EXISTING		PROPOSED
	BOUNDARY	
	LOT LINE	
	EASEMENT	
	CENTERLINE	
SD	STORM PIPE	SD
SAN	SAN. PIPE	SAN
SSV	SAN. SERVICE	SSV
W	WATER PIPE	W
WSV	WATER SERV.	WSV
FO	COMM. LINE	FO
OU	OVERHEAD ELEC.	OU
UE	BURIED ELEC.	UE
G	GAS LINE	G
	CONTOUR 1'	
	CONTOUR 5'	
	CURB STOP	
	WATER VALVE	
	HYDRANT	
	POWER POLE	
	STORM STRUC.	
	INTAKE	
	SANITARY STRUC.	
	ROAD SIGN	

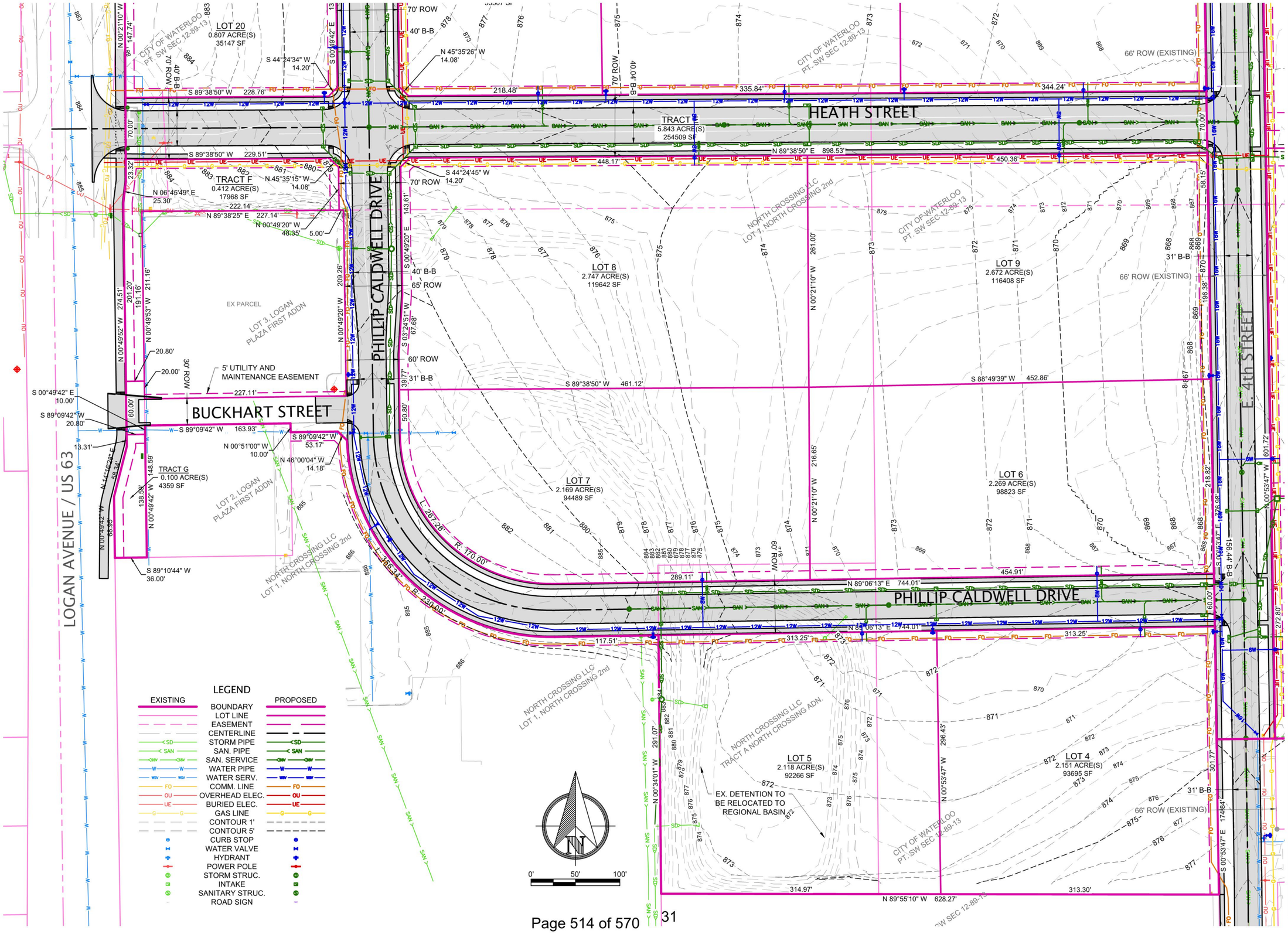
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Robinson Engineering Company
Consulting Engineers
819 Second Street NE
Independence, Iowa 50644
319.334.7211

NORTHEAST QUADRANT

PRELIMINARY PLAT
NORTH CROSSING THIRD ADDITION
PN: 4301-21
CITY OF WATERLOO
715 MULBERRY STREET
WATERLOO, IOWA 50703

PP1.2
01/25/2022
REVIEW3



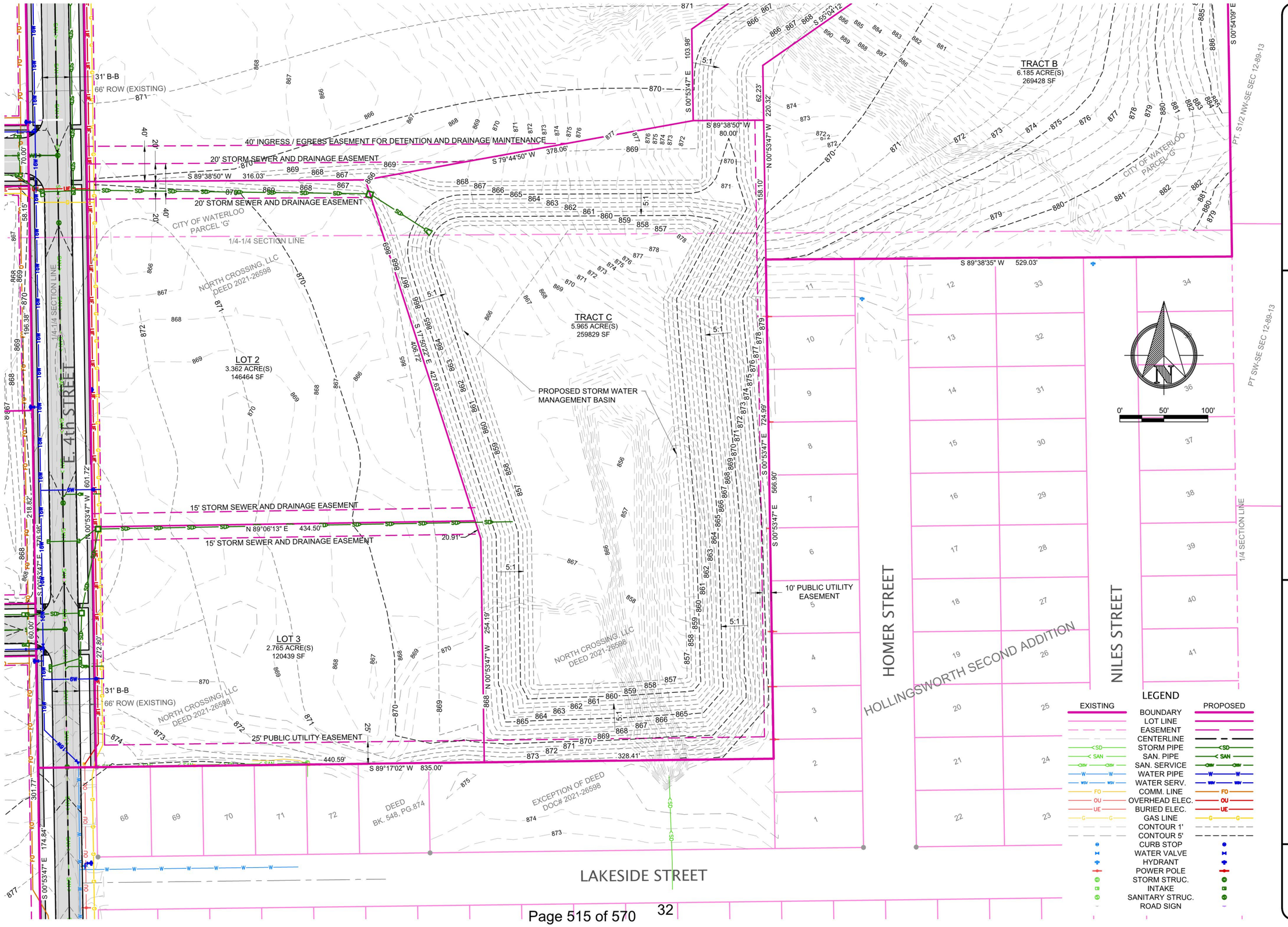
Robinson Engineering Company
Consulting Engineers
819 Second Street NE
Independence, Iowa 50644
319.334.7211

SOUTHWEST QUADRANT

PRELIMINARY PLAT
NORTH CROSSING THIRD ADDITION
PN: 4301.21

CITY OF WATERLOO
715 MULBERRY STREET
WATERLOO, IOWA 50703

PP1.3
01/25/2022
REVIEW3



Robinson Engineering Company
Consulting Engineers
819 Second Street NE
Independence, Iowa 50644
319.334.7211

SOUTHEAST QUADRANT

PRELIMINARY PLAT
NORTH CROSSING THIRD ADDITION
PN: 4301-21

CITY OF WATERLOO
715 MULBERRY STREET
WATERLOO, IOWA 50703

PP1.4

01/25/2022
REVIEW3

CITY OF WATERLOO, IOWA

ENGINEERING DEPARTMENT

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

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

January 26, 2022

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

RE: PRELIMINARY PLAT
NORTH CROSSING THIRD ADDITION

Dear Aric:

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

It is recommended that this preliminary plat be approved.

Sincerely,

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

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

1. APPLICATION INFORMATION:

a. Applicant's Name (please print): City of Waterloo
Address: 715 Mulberry Street Phone: 319.291.4366
City: Waterloo State: Iowa Zip: 50703
Email: noel.anderson@waterloo-ia.org

b. Status of Applicant: (a) Owner (●) (b) Other ( ) (SELECT ONE): If other explain: _____

c. Property Owner's Name if different than above (please print): North Crossing, LLC
Address: 808 Dearborn Avenue Phone: 319-232-3889
City: Waterloo State: Iowa Zip: 50703
Email: ben@alineeds.com

Owner of minority area of land within Pr

2. PREPARER INFORMATION:

a. Preparer's Business Name (please print): Robinson Engineering
Primary Preparer's Name: Alex Bower
Phone: 319.251.8383 E-mail: alex.bower@robinsoneng-ia.com

3. PROPERTY INFORMATION:

a. Name of Plat: North Crossing
b. General Location of Property: Between Logan Avenue and E. 4th Street
c. Area of Proposed Plat: 71.0 Acres
d. Zoning District(s): West of 4th Street: C-P. East of 4th Street: R4-RP

4. OTHER DOCUMENTATION:

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

5. PUBLIC IMPROVEMENTS

a. Costs (estimated) for any public improvements:

	Total Cost Estimate
Storm Sewer	$ 556000
Sanitary Sewer	$ 204000
Paving	$ 2150000
Land Dedicated	$ 1000000
TOTAL	$ 3910000

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

_____ _____
Signature of Applicant Date Signature of Owner Date

CITY OF WATERLOO

Council Communication

Resolution approving an Option Agreement withd CPM Acquisition Corp., for the option to sell 2975 Airline Circle to the City of Waterloo, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 2/7/2022
Prepared: 1/26/2022

ATTACHMENTS:

Description	Type
Option Agreement	Backup Material
Aerial Map	Backup Material
Building Footprint	Backup Material

SUBJECT:	Resolution approving an Option Agreement withd CPM Acquisition Corp., for the option to sell 2975 Airline Circle to the City of Waterloo, 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 between the City of Waterloo and CPM Acquisition Corp. (CPM) to enter into an option agreement for CPM to have the option to sell 2975 Airline Circle to the City of Waterloo. The City and Zydeco Investments, LLC entered into a Development Agreement (DA) on November 15, 2021 concerning the development of land in that DA, in which Zydeco will construct a new facility of no less than 170,000 square feet, and in support of the project CPM is given an option to sell property they own at 2975 Airline Circle to the City. CPM will occupy the new 170,000 square foot building. As noted, CPM shall have the option to sell 2975 Airline Circle to the City for a price equal to its fair market value, as determined by an appraisal by an MAI appraiser acceptable to both parties, plus the costs of the appraisal. CPM shall exercise their option, if at all, by delivery of written notice to the City no later than 5:00 p.m. on the date that is 90 days after CPM has completed transition of all of its assets and equipment being used at 2975 Airline Circle. Within in ten days following delivery of an Option Notice, the parties shall execute a purchase agreement substantially in the form of Exhibit A of the attached option agreement.
Neighborhood Impact:	The new project that will be constructed on Leversee Road will have a positive impact to the City as it will create new tax base and 15 new jobs that are begin moved here from out of state.
Data/Analysis and Strategies:	Strategies 1.3, 1.4, 1.7, 3.1, and 3.8 --- creation of jobs, ways to create an environment to attract population to Waterloo, create new tax base, new investment in CURA area and TIF areas

Implementation, Accountability, and Communication:	The project has gone through several hearings at the Planning Commission and City Council for the zoning approvals and the City Council approved the development agreement that wording in it about this option.
Community Engagement Methods:	The project has gone through several hearings at the Planning Commission and City Council for the zoning approvals and the City Council approved the development agreement that wording in it about this option.
Expenditure Required/Source of Funds:	To be determined by an appraisal, which any purchase of 2975 Airline Circle will have to come back before the City Council.
Alternative:	Not approve

Preparer
Information Christopher S. Wendland, P.O. Box 596, Waterloo, IA 50704 (319) 234-5701
After recording, return to:

OPTION AGREEMENT

This Option Agreement (the "Agreement") is entered into as of _____, by and between City of Waterloo, Iowa ("City") and CPM Acquisition Corp. ("CPM").

RECITALS

A. Zydeco Investments, LLC and City are parties to a certain development agreement dated as of November 15, 2021 (the "DA") concerning the development of land described therein. Pursuant to the DA, Zydeco will construct a facility for use by CPM or an affiliated entity, and in support of the project CPM is given an option to sell to City the property owned by CPM at 2975 Airline Circle, Waterloo, Iowa (the "Property").

B. The parties desire to set forth the terms of said option herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises exchanged herein and for other consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

ARTICLE I
OPTION TO SELL

1.1. Option Price. The price of the option shall be $1.00, which the parties acknowledge and agree is good and sufficient consideration for the option.

1.2. Option and Purchase Price. CPM shall have the option to sell the Property to City for a price equal its fair market value, as determined by an appraisal by an MAI appraiser acceptable to both parties, plus the cost of the appraisal.

1.3. Exercise of Option. CPM shall exercise its option, if at all, by delivery of written notice (the "Option Notice") to City no later than 5:00 p.m. on the date that is ninety (90) days after CPM has completed transition of all of its assets and equipment currently used in the

operations of its business from the Property, as determined by CPM in good faith. Within ten (10) days following delivery of an Option Notice, the parties shall execute a purchase agreement (the "Purchase Agreement") substantially in the form attached hereto as Exhibit "A."

1.4. Closing. Closing shall occur on a date to be agreed upon by the parties following delivery of an Option Notice, as set forth in the Purchase Agreement. Other terms and conditions of the Closing shall be as specified in the Purchase Agreement.

ARTICLE II
GENERAL TERMS

2.1. Environmental Matters. CPM represents and warrants to its knowledge, as of the date of this Agreement, that:

a. No claim, lawsuit, agency proceeding, or other legal, quasi-legal, or administrative challenge has been brought, and no governmental entity has served any notice, concerning the Property, the operation of the Property, or the existence of any hazardous substances thereon during CPM's period of ownership. ("Hazardous substances" are defined as any hazardous, toxic, or dangerous waste, substance (including but not limited to petroleum derivative substances or asbestos in any form that is or could become friable), or material defined as such or for purposes of any federal, state, or local environmental laws, regulations, decrees, or ordinances.)

b. Neither CPM nor its present or former tenants have spilled, discharged, released, deposited, or placed any hazardous substance on the Property.

c. No leak, spill, release, discharge, emission, or disposal of hazardous substances has occurred on the Property.

d. The soil, groundwater, and soil vapor on or under the Property is free of hazardous substances.

Within thirty (30) days after the parties execute the Purchase Agreement, CPM shall confirm to City in writing that the foregoing representations and warranties remain true as of the date of confirmation, or CPM shall disclose to City in writing each fact that makes any representation or warranty materially untrue. CPM shall indemnify and hold City harmless against all liability or expense arising from any environmental condition which existed, whether known or unknown, before conveyance of the Property to City. The duty of indemnification hereunder shall survive the closing under the Purchase Agreement for a period of twelve (12) months.

2.2. Cooperation by CPM. CPM agrees to provide reasonable cooperation and access to City, its agents and contractors, for purposes of evaluation and environmental testing of the

Property. If such access is denied or unduly restricted, City may terminate this Agreement if access is not allowed within thirty (30) days of advance written notice to CPM.

2.3. Remedies. If City fails to perform any of its obligations hereunder within the time for performance herein provided, or if CPM shall fail to perform any of its obligations hereunder after it delivers the Option Notice to City, then the other party shall have the right to commence an action against the party in breach for specific performance, provided that such action is commenced within six (6) months after the Option Notice delivery date. The party prevailing in any court action shall be entitled to an award for its reasonable attorney's fees and costs of enforcement.

2.4. Risk of Loss and Insurance. CPM shall bear the risk of loss or damage to the Property prior to the closing, and CPM agrees to maintain appropriate insurance. In the event of substantial damage or destruction prior to closing, City 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 by delivery of written notice of cancellation to CPM at any time before closing, whereupon this Agreement shall immediately terminate. The Property shall be deemed substantially damaged or destroyed if it cannot be repaired to its present condition on or before the closing date or within a reasonable time thereafter.

2.5. No Partnership or Joint Venture. Nothing in this Agreement shall be interpreted as creating a partnership or joint venture between CPM and City relative to the Property.

2.6. Entire Agreement; Integration. This Agreement and the exhibits hereto constitute the entire agreement between the parties pertaining to the subject matter hereof. All exhibits hereto are hereby incorporated into and made a part of this Agreement. All previous negotiations and understandings between CPM and City, or their respective agents and employees, with respect to the transaction set forth herein are merged in this Agreement which alone fully and completely expresses the parties' rights, duties, and obligations with respect to the subject matter hereof. This Agreement may be amended or modified only in a written document signed by CPM and City.

2.7. Severability. In the event any provision of this Agreement is held invalid, illegal, or unenforceable, whether in whole or in part, such provision shall be deemed stricken but the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

2.8. Binding Effect. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal and legal representatives, successors, and assigns.

2.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which, including original signatures transmitted by facsimile or other electronic means, shall be deemed an original and all of which together shall constitute one and the same instrument.

2.10. Notices. Any notice required herein shall be in writing and shall be deemed effective if it is personally delivered or within three (3) business days after it is deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, to CPM or City at the following addresses:

If to CPM: CPM Acquisition Corp.
2975 Airline Circle
Waterloo, Iowa 50703
Attention: President

If to City: City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703
Attention: Community Planning & Development Director

Either party may designate an additional or another address upon giving notice to the other party pursuant to this Section. Notice given in any manner other than as stated herein shall be deemed effective only upon receipt by the party to whom such notice is given.

2.11. Brokers. Neither party has retained a broker in connection with this Agreement, and each party agrees to indemnify, defend and hold the other harmless from and against any and all claims, fees, commissions and suits of any real estate broker or agent with respect to services claimed to have been rendered at the request of or through or under such party in connection with the execution of this Agreement or the transactions set forth herein.

2.12. Recording. Either party may, at its own expense, record this Agreement or a memorandum hereof in the land records of Black Hawk County, Iowa.

2.13. Time. Time shall be of the essence hereof.

IN WITNESS WHEREOF, the parties have executed this Option Agreement as of the date first written above.

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

CPM ACQUISITION CORP.

By: _____
Doug Ostrich, CFO

EXHIBIT "A"

Form of

REAL ESTATE PURCHASE AGREEMENT

TO: CPM Acquisition Corp. ("Seller")
FROM: City of Waterloo, Iowa ("Buyer")

Buyer hereby offers to buy, and the Seller by its acceptance agrees to sell, real property located at 2975 Airline Circle, Waterloo, Black Hawk County (the "Property"), and legally described as per the abstract of title; together with any easements and appurtenant servient estates, but subject to restrictive covenants, ordinances, and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions:

1. PURCHASE PRICE. The Purchase Price shall be $_____. The entire Purchase Price shall be due and payable in full at closing.

2. POSSESSION AND CLOSING. Possession of the Property shall be delivered to Buyer at closing. Closing shall occur at City Hall, 715 Mulberry Street, Waterloo, within sixty (60) days after approval of this Agreement by the Waterloo City Council, subject to satisfaction of any conditions stated in this Agreement.

3. REAL ESTATE TAXES. Seller shall pay taxes prorated to the closing date in accordance with the provisions of Iowa Code § 427.2, and any unpaid real estate taxes payable in prior years, either paying Buyer, or giving Buyer a credit, for all of such taxes. Buyer shall pay all subsequent real estate taxes.

4. SPECIAL ASSESSMENTS. Seller shall pay at time of closing all installments of special assessments which are a lien on the Property as of closing or which can be verified to be owing as of the closing date but are not yet certified as a lien. Buyer shall pay all other special assessments or installments.

5. RISK OF LOSS AND INSURANCE. Seller agrees to maintain existing insurance to the date of closing and shall bear the risk of loss or damage to the Property to the date of closing. In the event of substantial damage or destruction prior to closing, the Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages or to declare this Agreement null and void. The Property shall be deemed substantially damaged or destroyed if it cannot be repaired to its present condition on or before the closing date or within a reasonable time thereafter.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached. The following items shall not be included: all of Seller' assets and equipment currently used in the operations of its business, including, but not limited to, _____.

7. CONDITION OF PROPERTY. The Property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the Seller in its present condition until closing, ordinary wear and tear excepted.

Within 30 days after the acceptance of this Agreement, Buyer may, at its sole expense, have the property inspected by a person or persons of its choice to determine if there are any environmental or other deficiencies. Seller shall cooperate in providing reasonable access to Buyer's inspectors. Within this same period, the Buyer may notify the Seller in writing of any deficiency. The Seller shall

immediately notify the Buyer in writing of what steps, if any, the Seller will take to correct any deficiencies before closing. The Buyer shall then immediately in writing notify the Seller that (1) such steps are acceptable, in which case this Agreement, as 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.

8. ABSTRACT AND TITLE. Seller shall obtain an abstract of title to the Property continued through a date that is within thirty (30) days of the closing, and shall deliver it to Buyer's attorney for examination. It shall show marketable title in Seller in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The Seller shall make every reasonable effort to promptly perfect the title. If closing is delayed due to Seller's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days' written notice to the other party. The abstract shall become the property of Buyer when the Purchase Price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or its assignees.

9. SURVEY. Buyer may, at Buyer's expense, have the Property surveyed and certified by a registered land surveyor prior to closing if a survey is required by law. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

10. ENVIRONMENTAL MATTERS.

A. Seller warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Seller has done nothing to contaminate the Property with hazardous wastes or substances, and that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Any exceptions to the warranties set forth above are fully described on a separate addendum attached hereto.

B. Seller hereby represents that, to the best of its knowledge and belief, there is no active or abandoned septic tank or septic system on the property, except as described here:

_____

_____

C. Buyer may, at Buyer's expense, have the Property inspected further for the existence of any hazardous materials, substances, or wastes. Seller shall cooperate in providing reasonable access to Buyer's inspectors and engineers. If hazardous materials, substances, or wastes are discovered on the Property, Buyer's obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to Buyer. However, in the event Seller is required to expend any sum in excess of $5,000 to remove any hazardous materials, substances, conditions or wastes, Seller shall have the option to cancel this transaction and refund to Buyer all earnest money paid and declare this Agreement null and void. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by Seller, subject to Seller's right to cancel this transaction as provided above.

11. DEED. Upon payment of the Purchase Price, Seller shall convey the Property to Buyer by warranty deed, free and clear of all liens, restrictions, and encumbrances, except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by Buyer.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. Reserved.

13. JOINDER BY SELLER'S SPOUSE. Reserved.

14. STATEMENT AS TO LIENS. If Buyer intends to assume or take subject to a lien on the Property, Seller shall furnish Buyer with a written statement prior to closing from the holder of such lien, showing the correct balance due.

15. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

16. 1031 EXCHANGE. Reserved.

17. APPROVAL OF COURT. 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 proceed promptly to a hearing for court approval. In that event a court officer's deed shall be used to convey title.

18. REMEDIES OF THE PARTIES. Buyer and Seller are entitled to utilize any and all remedies or actions at law or in equity available to them, and the prevailing party shall also be entitled to obtain judgment for costs and reasonable attorney fees.

19. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

Seller: CPM Acquisition Corp.
2975 Airline Circle
Waterloo, Iowa 50703
Attention: President

Buyer: City of Waterloo
715 Mulberry Street
Waterloo, IA 50703
Attn: Community Planning & Development Director

20. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Seller and Buyer. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this

Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

21. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

22. ADDITIONAL PROVISIONS.

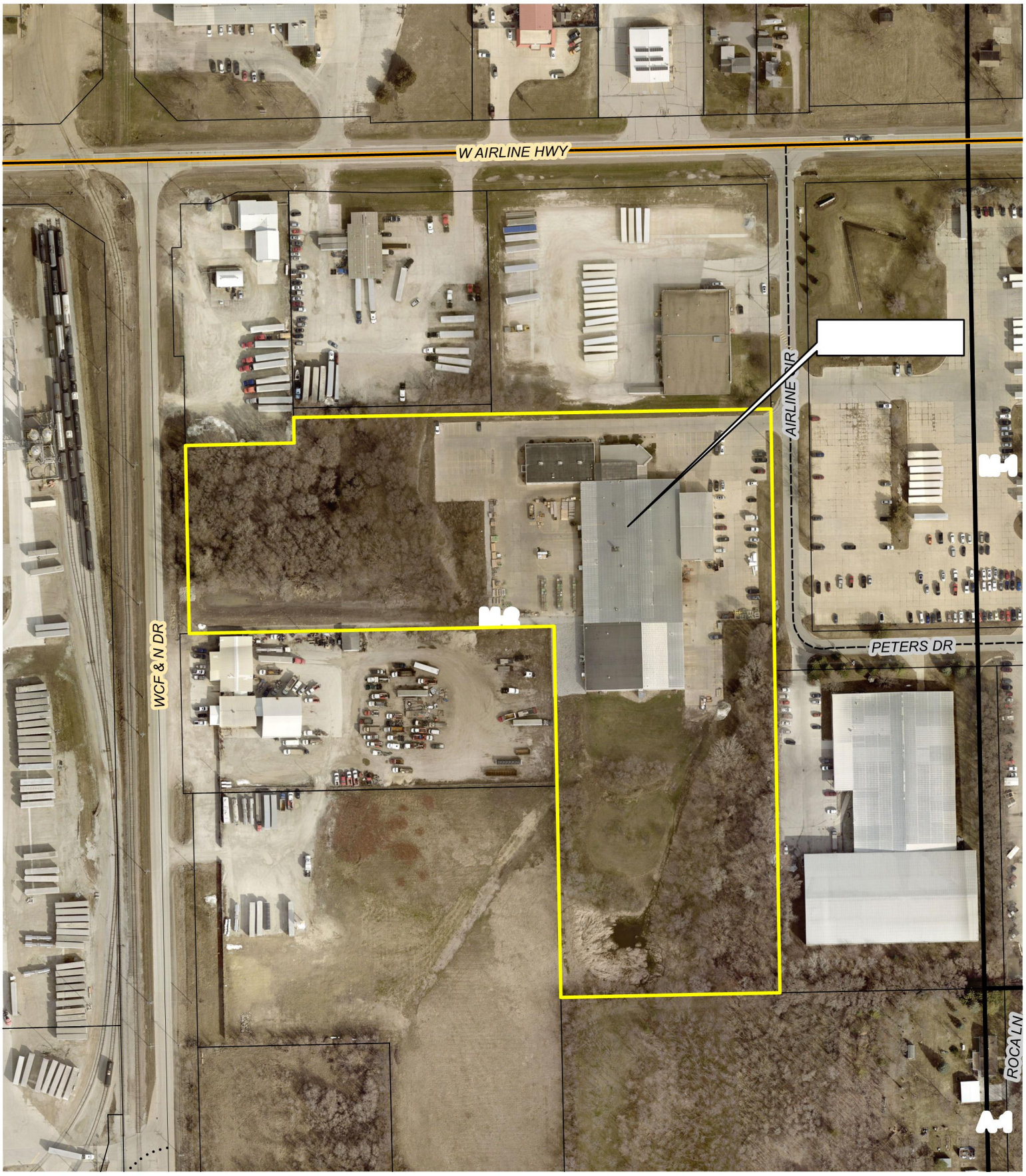
A. The parties acknowledge that Buyer is acquiring the Property for community development purposes. Buyer's rights and duties under this Agreement are assignable to any person or entity that will further the development objectives contemplated by Buyer.

B. Special contingencies to effectiveness of Agreement. Notwithstanding any signatures below by representatives of Buyer, this Agreement is expressly subject to approval by the city council of Buyer.

23. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties, superseding all prior or contemporaneous understandings, negotiations, discussions, or agreements between the parties with respect to the subject matter hereof.

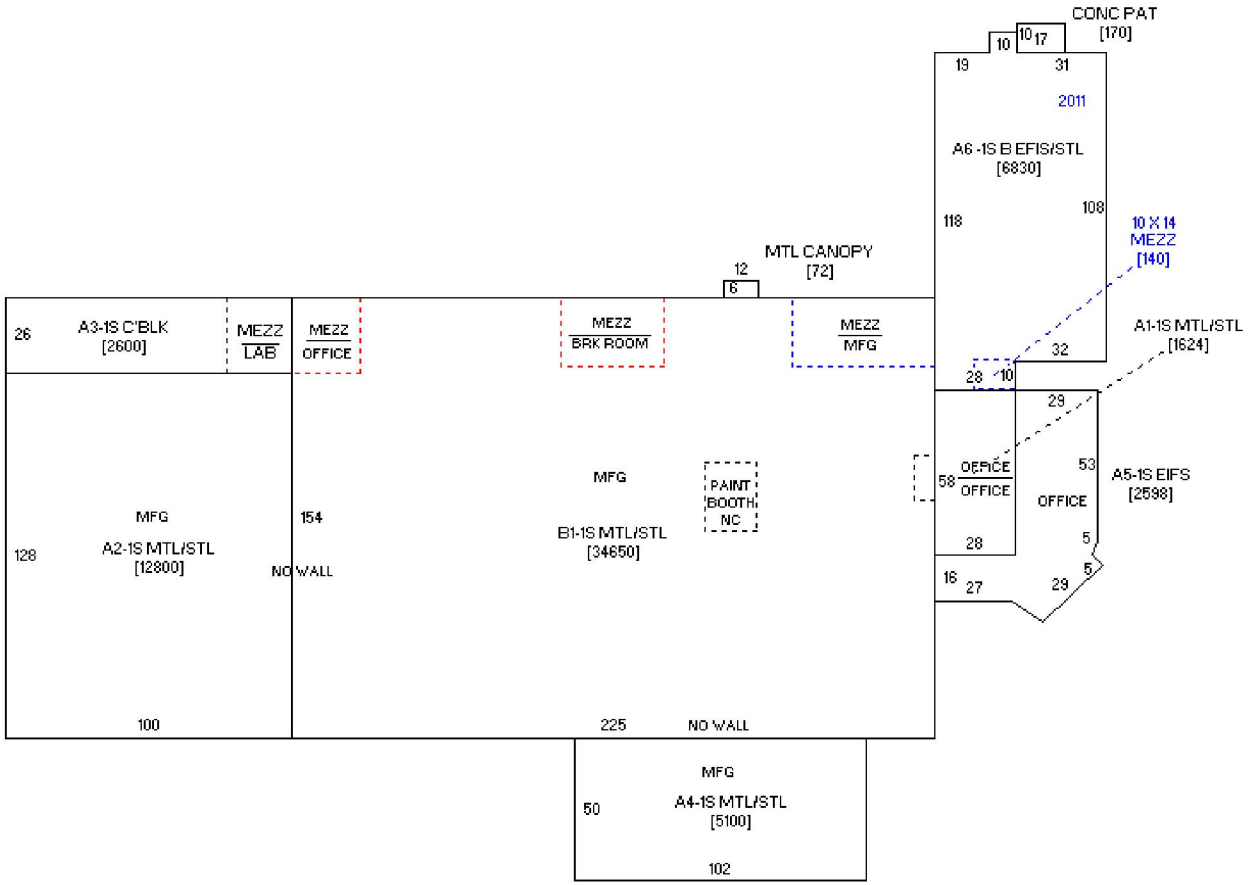
BUYER	SELLER
City of Waterloo, Iowa	CPM Acquisition Corp.
By: _____ Mayor	By: _____ President

Attest: _____
City Clerk



City of Waterloo, Iowa

N
W E
S



Sketch by www.camavision.com

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 2/7/2022
Prepared: 1/26/2022

ATTACHMENTS:

Description	Type
Option Agreement	Backup Material
Aerial Photo	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Transmitted is a request to enter into Option Agreement between the City of Waterloo and 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. The City and Zydeco Investments, LLC entered into a Development Agreement (DA) on November 15, 2021 concerning the development of land (Lot 4, Waterloo Air and Rail Park 2nd Addition) for the construction of a new building as described above. The City shall have the option to repurchase the property for $1,170,000.00, which is what Zydeco Investments, LLC paid the City, which option shall be exercisable only if Zydeco has not commenced construction of required improvements within the period upon the property by June 20, 2022, or expiration of any agreed period of extension, provided that the project is not impacted is stopped due to other circumstances as described in the option agreement. The City shall exercise its option, if at all, by delivery of written notice to Zydeco, no later than 5:00 p.m. on July 15, 2022, or within 15 days after expiration of any additional period after June 30, 2022 attributable to any unavoidable delay. Within ten days following deliver of the option notice, the parties shall execute a purchase agreement substantially in the form attached to the option agreement in Exhibit A.
Neighborhood Impact:	The project has gone through several hearings at the Planning Commission and City Council for the zoning approvals and the City Council approved

	the development agreement that wording in it about this option.
Data/Analysis and Strategies:	Strategies 1.3, 1.4, 1.7, 3.1, and 3.8 --- creation of jobs, ways to create an environment to attract population to Waterloo, create new tax base, new investment in CURA area and TIF areas
Implementation, Accountability, and Communication:	The project has gone through several hearings at the Planning Commission and City Council for the zoning approvals and the City Council approved the development agreement that wording in it about this option.
Community Engagement Methods:	The project has gone through several hearings at the Planning Commission and City Council for the zoning approvals and the City Council approved the development agreement that wording in it about this option.

Expenditure Required/Source of Funds: $1,170,000.00 if option is exercised.

Alternative: Not approve

Legal Descriptions:

Preparer
Information Christopher S. Wendland, P.O. Box 596, Waterloo, IA 50704 (319) 234-5701
After recording, return to:

OPTION AGREEMENT

This Option Agreement (the "Agreement") is entered into as of _____, by and between City of Waterloo, Iowa ("City") and Zydeco Investments, LLC ("Zydeco").

RECITALS

A. Zydeco and City are parties to a certain development agreement dated as of November 15, 2021 (the "DA") concerning the development of land described therein (the "Property").

B. The DA provides that City shall have an option to repurchase the Property, and the parties desire to set forth the terms of said option herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises exchanged herein and for other consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

ARTICLE I
REPURCHASE OPTION

1.1. Option Price. No price shall be paid for City's repurchase option, the DA itself constituting good and sufficient consideration for the option.

1.2. Option and Purchase Price. City shall have the option to repurchase the Property for $1,170,000.00, which option shall be exercisable only if Zydeco has not commenced construction of required improvements within the period upon the Property by June 30, 2022, or by expiration of any agreed period of extension, provided that if commencement of construction is stopped and/or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, supply chain disruption or other cause beyond the reasonable control of Zydeco (each such condition or event being an "Unavoidable Delay"), the right to repurchase the Property shall not accrue until the expiration of the period of time equal to the period of the Unavoidable Delay.

1.3. Exercise of Option. City shall exercise its option, if at all, by delivery of written notice (the "Option Notice") to Zydeco no later than 5:00 p.m. on July 15, 2022, or within fifteen (15) days after expiration of any additional period after June 30, 2022 attributable to Unavoidable Delay. Within ten (10) days following delivery of an Option Notice, the parties shall execute a purchase agreement (the "Purchase Agreement") substantially in the form attached hereto as Exhibit "A."

1.4. Closing. Closing shall occur on a date to be agreed upon by the parties following delivery of an Option Notice, as set forth in the Purchase Agreement. Other terms and conditions of the Closing shall be as specified in the Purchase Agreement.

ARTICLE II
GENERAL TERMS

2.1. Remedies. If Zydeco fails to perform any of its obligations hereunder within the time for performance herein provided, or if City shall fail to perform any of its obligations hereunder after it delivers the Option Notice to Zydeco, then the other party shall have the right to commence an action against the party in breach for specific performance, provided that such action is commenced within six (6) months after the Option Notice delivery date. The party prevailing in any court action shall be entitled to an award for its reasonable attorney's fees and costs of enforcement.

2.2. Risk of Loss and Insurance. Zydeco shall bear the risk of loss or damage to the Property prior to the closing, and Zydeco agrees to maintain appropriate insurance.

2.3. No Partnership or Joint Venture. Nothing in this Agreement shall be interpreted as creating a partnership or joint venture between Zydeco and City relative to the Property.

2.4. Entire Agreement; Integration. This Agreement and the exhibits hereto constitute the entire agreement between the parties pertaining to the subject matter hereof. All exhibits hereto are hereby incorporated into and made a part of this Agreement. All previous negotiations and understandings between Zydeco and City, or their respective agents and employees, with respect to the transaction set forth herein are merged in this Agreement which alone fully and completely expresses the parties' rights, duties, and obligations with respect to the subject matter hereof. This Agreement may be amended or modified only in a written document signed by Zydeco and City.

2.5. Severability. In the event any provision of this Agreement is held invalid, illegal, or unenforceable, whether in whole or in part, such provision shall be deemed stricken but the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

2.6. Binding Effect. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal and legal representatives, successors, and assigns.

2.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which, including original signatures transmitted by facsimile or other electronic means, shall be deemed an original and all of which together shall constitute one and the same instrument.

2.8. Notices. Any notice required herein shall be in writing and shall be deemed effective if it is personally delivered or within three (3) business days after it is deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, to Zydeco or City at the following addresses:

If to Zydeco: Zydeco Investments, LLC
115 3rd St. SE, #806
Cedar Rapids, Iowa 52401
Attention: President

If to City: City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703
Attention: Community Planning & Development Director

Either party may designate an additional or another address upon giving notice to the other party pursuant to this Section. Notice given in any manner other than as stated herein shall be deemed effective only upon receipt by the party to whom such notice is given.

2.9. Brokers. Neither party has retained a broker in connection with this Agreement, and each party agrees to indemnify, defend and hold the other harmless from and against any and all claims, fees, commissions and suits of any real estate broker or agent with respect to services claimed to have been rendered at the request of or through or under such party in connection with the execution of this Agreement or the transactions set forth herein.

2.10. Recording. Either party may, at its own expense, record this Agreement or a memorandum hereof in the land records of Black Hawk County, Iowa.

2.11. Time. Time shall be of the essence hereof.

IN WITNESS WHEREOF, the parties have executed this Option Agreement as of the date first written above.

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

ZYDECO INVESTMENTS, LLC

By: _____

Title: _____

EXHIBIT "A"

Form of

REAL ESTATE PURCHASE AGREEMENT

TO: Zydeco Investments, LLC, or successor in title ("Seller")
FROM: City of Waterloo, Iowa ("Buyer")

Buyer hereby offers to buy, and the Seller by its acceptance agrees to sell, real property (the "Property") in Waterloo, Black Hawk County, described in that certain Development Agreement between Seller and Buyer dated as of November 15, 2021 (the "DA"), and legally described as per the abstract of title; together with any easements and appurtenant servient estates, but subject to restrictive covenants, ordinances, and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions:

1. PURCHASE PRICE. The Purchase Price shall be $1,170,000.00. The entire Purchase Price shall be due and payable in full at closing.

2. POSSESSION AND CLOSING. Possession of the Property shall be delivered to Buyer at closing. Closing shall occur at City Hall, 715 Mulberry Street, Waterloo, within sixty (60) days after approval of this Agreement by the Waterloo City Council, subject to satisfaction of any conditions stated in this Agreement.

3. REAL ESTATE TAXES. Seller shall pay taxes prorated to the closing date in accordance with the provisions of Iowa Code § 427.2, and any unpaid real estate taxes payable in prior years, either paying Buyer, or giving Buyer a credit, for all of such taxes. Buyer shall pay all subsequent real estate taxes.

4. SPECIAL ASSESSMENTS. Seller shall pay at time of closing all installments of special assessments which are a lien on the Property as of closing or which can be verified to be owing as of the closing date but are not yet certified as a lien. Buyer shall pay all other special assessments or installments.

5. RISK OF LOSS AND INSURANCE. Seller agrees to maintain existing insurance to the date of closing and shall bear the risk of loss or damage to the Property to the date of closing. In the event of substantial damage or destruction prior to closing, the Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages or to declare this Agreement null and void.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached. The following items shall not be included: _____

7. CONDITION OF PROPERTY. The Property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the Seller in its present condition until closing, ordinary wear and tear excepted.

Within 30 days after the acceptance of this Agreement, Buyer may, at its sole expense, have the property inspected by a person or persons of its choice to determine if there are any environmental or other deficiencies. Seller shall cooperate in providing reasonable access to Buyer's inspectors. Within this same period, the Buyer may notify the Seller in writing of any deficiency. The Seller shall immediately notify the Buyer in writing of what steps, if any, the Seller will take to correct any deficiencies before closing. The Buyer shall then immediately in writing notify the Seller that (1) such

steps are acceptable, in which case this Agreement, as 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.

8. ABSTRACT AND TITLE. Seller shall obtain an abstract of title to the Property continued through a date that is within thirty (30) days of the closing, and shall deliver it to Buyer's attorney for examination. It shall show marketable title in Seller in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The Seller shall make every reasonable effort to promptly perfect the title. If closing is delayed due to Seller's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days' written notice to the other party. The abstract shall become the property of Buyer when the Purchase Price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or its assignees.

9. SURVEY. Buyer may, at Buyer's expense, have the Property surveyed and certified by a registered land surveyor prior to closing if a survey is required by law. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

10. ENVIRONMENTAL MATTERS.

A. Seller warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Seller has done nothing to contaminate the Property with hazardous wastes or substances. Seller warrants that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Any exceptions to the warranties set forth above are fully described on a separate addendum attached hereto.

B. Seller hereby represents that, to the best of its knowledge and belief, there is no active or abandoned septic tank or septic system on the property, except as described here:

_____

_____

C. Buyer may, at Buyer's expense, have the Property inspected further for the existence of any hazardous materials, substances, or wastes. Seller shall cooperate in providing reasonable access to Buyer's inspectors and engineers. If hazardous materials, substances, or wastes are discovered on the Property, Buyer's obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to Buyer. However, in the event Seller is required to expend any sum in excess of $5,000 to remove any hazardous materials, substances, conditions or wastes, Seller shall have the option to cancel this transaction and refund to Buyer all earnest money paid and declare this Agreement null and void. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by Seller, subject to Seller's right to cancel this transaction as provided above.

11. DEED. Upon payment of the Purchase Price, Seller shall convey the Property to Buyer by special warranty deed, free and clear of all liens, restrictions, and encumbrances arising by, through or under Seller, except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by Buyer.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. Reserved.

13. JOINDER BY SELLER'S SPOUSE. Reserved.

14. STATEMENT AS TO LIENS. If Buyer intends to assume or take subject to a lien on the Property, Seller shall furnish Buyer with a written statement prior to closing from the holder of such lien, showing the correct balance due.

15. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

16. 1031 EXCHANGE. Reserved.

17. APPROVAL OF COURT. 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 proceed promptly to a hearing for court approval. In that event a court officer's deed shall be used to convey title.

18. REMEDIES OF THE PARTIES. Buyer and Seller are entitled to utilize any and all remedies or actions at law or in equity available to them, and the prevailing party shall also be entitled to obtain judgment for costs and reasonable attorney fees.

19. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

Seller: Zydeco Investments, LLC
115 3rd St. SE, #806
Cedar Rapids, Iowa 52401
Attention: President

Buyer: City of Waterloo
715 Mulberry Street
Waterloo, IA 50703
Attn: Community Planning & Development Director

20. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Seller and Buyer. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

21. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

22. ADDITIONAL PROVISIONS.

A. The parties acknowledge that Buyer is acquiring the Property for community development purposes. Buyer's rights and duties under this Agreement are assignable to any person or entity that will further the development objectives contemplated by Buyer.

B. Special contingencies to effectiveness of Agreement. Notwithstanding any signatures below by representatives of Buyer, this Agreement is expressly subject to approval by the city council of Buyer.

C. The terms set forth in Sections 4, 4.1 and 4.2 of the DA are hereby incorporated herein by this reference as though fully set forth herein and shall survive the Closing.

23. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties, superseding all prior or contemporaneous understandings, negotiations, discussions, or agreements between the parties with respect to the subject matter hereof.

BUYER

City of Waterloo, Iowa

By: _____
Mayor

Attest: _____
City Clerk

SELLER

Zydeco Investments, LLC

By: _____

Title: _____


LEVERSEE RD.
LAKE ST.
Lot 4, Waterloo
Air and Rail Park
2nd Addition
Waterloo
Regional Airport

CITY OF WATERLOO

Council Communication

Ordinance amending the 2020 Traffic Code by adding Subsection (157b) Greyhound Drive, both sides of street from West Ridgeway Avenue to Sergeant Road (Hwy 63), to Section 551, Parking Prohibited At All Times On Certain Streets.

City Council Meeting: 2/7/2022
Prepared: 1/26/2022

ATTACHMENTS:

Description	Type
Ordinance	Backup Material

SUBJECT:	Motion to receive, file, consider and pass for the first time, an ordinance amending the 2020 Traffic Code by adding Subsection (157b) Greyhound Drive, both sides of street from West Ridgeway Avenue to Sergeant Road (Hwy 63), to Section 551, Parking Prohibited At All Times On Certain Streets. Motion to suspend the rules. Motion to receive, file, consider and pass for the second and third times and adopt said ordinance.
Submitted by:	Submitted By: Sandie Greco, Traffic Operations Director
Recommended Action:	Adopt Ordinance
Summary Statement:	Concerned citizens, business and property owners have contacted the Traffic Operations Department regarding a safety issue along Greyhound Drive from Ridgeway Avenue to Sergeant Road (Hwy 63) regarding semi parking on both sides of Greyhound Drive day and night. There is a visibility concern for vehicles and truck safely turning onto Greyhound Drive from driveways and intersection streets. With future plans for growth in the Greyhound Drive area, business owners, etc. will be aware of the no parking ordinance. This ordinance change was table by council in October of 2021.
Implementation, Accountability, and Communication:	A letter of the pending ordinance change was sent to businesses and establishments along Greyhound Drive and Titan Trail.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2020 TRAFFIC CODE BY ADDING SUBSECTION (157b) GREYHOUND DRIVE, BOTH SIDES OF STREET FROM WEST RIDGEWAY AVE. TO SERGEANT ROAD (HWY 63), TO SECTION 551, PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS, AS FOLLOWS:

BE IT ORDAINED by the City Council of the City of Waterloo, Iowa:

That Subsection (157b) Greyhound Drive is hereby added to Section 551 Parking Prohibited at All Times on Certain Streets, of the 2020 Traffic Code, as follows:

(157b) Greyhound Drive	Both sides of street from West Ridgeway Ave. to Sergeant Road (Hwy 63).

PASSED AND ADOPTED by the City Council this 20th day of September, 2021, and approved by the Mayor this 20th day of September, 2021.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

Complete Streets minutes of November 2021.

City Council Meeting: 2/7/2022
Prepared: 1/26/2022

ATTACHMENTS:

	Description	Type
	minutes	Backup Material

SUBJECT: Complete Streets minutes of November 2021.

Submitted by: Submitted By:

Minutes of The
City of Waterloo Complete Streets Advisory Committee Meeting
November 30, 2021

Meeting of the City of Waterloo Complete Streets Advisory Committee was called to order at 1:30 pm November 30, 2021, by Chairperson Cass in the Harold E. Getty Council Chambers, City Hall.

Roll Call: Members present: Felicia Cass, Anne Marie Kofta, Pat Morrissey, Paul Huting, Jessica Rucker, Wayne Castle, David Sturch, John Dornoff, Kyle Durant, Aric Schroeder, and Matt Schindel.

Members present electronically: Ray Feuss.

Members absent were: Sandi Greco, Will Frost, and Greg Young.

Other people attending in person: Aldina Dautovic- INRCOG

Other people attending online: Michelle Sweeney - AECOM

It was moved by Morrissey, seconded by Durant to approve the minutes of the October 26, 2021 meeting. Motion carried unanimously.

1. **Adoption of a Waterloo Pedestrian Master Plan.**

- Cass went over the history of the Complete Streets Committee starting with the Complete Streets Policy being passed by the City Council in 2013.
- Administrative rules were updated in 2018.
- There will be a City Council Work Session on December 6th.
- The committee will also go over the new plan with the new council members.
- Last year the council asked the committee to come up with the plan.
- The plan included:
    - Priority Sidewalks
    - Policy Recommendations
    - Scoring Matrix
- Durant went over the priority sidewalk infill areas.
- Identified priority areas
- Need to find a stable and consistent funding source.
- Looking at alternatives.
- What should be promoted with the MET Transit restructuring and expansion?
- Snow removal policy and enforcement practices should be looked at.
- Planning and Zoning Recommendations:
    - Encourage sidewalk connections in site planning for new developments and ensure workers and customers have access.
    - Update zoning and subdivision Ordinances to prioritize street connectivity.
    - Encourage transit oriented development (TOD)
    - Reduce minimum parking requirements where appropriate.
    - Sidewalks in business districts.
- Engineering Recommendations.
    - Maintain routine sidewalk connections.
    - Adapt street design standards to improve safety for all users.
    - Reduce design speeds of arterial and collector roads.
    - Install curb extensions along arterial and collector roads.
    - Support infrastructure for busses and bikes.

  - Improve design of pedestrian accommodations.
  - Provide adequate pedestrian accommodations during construction.
- Traffic Control Recommendations.
  - Phase out pedestrian activated "beg" signals for fixed-timed signals.
  - Same as engineering items #2 and 5.
  - Apply highly visible markings at marked crossings.
  - Ensure consistency of street signing.
- Discussion of parking requirements.
- Look for low hanging fruit.
- It was noted that Castle spent a lot of effort to create a scoring matrix that works.
- Important items in matrix:
  - Safety and health.
  - Equity
  - Pedestrian Attractions
  - Obstacles to installing sidewalks.
  - Construction Cost.
- Can total up to a 140 points.
- The committee went over several streets and how they scored to test the matrix.
- West Donald Street scored high but Flammang to Crossroads did not due to construction issues.

It was moved by Morrissey, seconded by Schindel to adopt the Waterloo Pedestrian Master Plan. Motion carried unanimously.

2. **Upcoming Planning Commission Agenda Review**

- Schroeder went over the agenda.
- No action was considered for any of the items.

3. **Other Project Status Updates**

- Morrissey asked about the Shaulis Road crossing of US Highway 218. Schindel and Castle went over the difficulties and the cost to cross the highway and that there is a search for possible funding sources.
- Preliminary design for La Porte Road is done with a letting for the Shaulis Road to US Highway 20 section coming soon.
- The stakeholders for the $4^{th}/5^{th}/6^{th}$ Street project will meet soon.

4. **Acknowledgement of Completion of Service of Committee Member Pat Morrissey**

- Pat Morrissey was thanked for his service to the committee having got involved before the committee was even formed and before he was on the City Council. It was noted that with his term ending with the City Council it also ends with the committee and that we would look to have another Councilperson appointed to the committee.

5. Election of Chairperson and Vice-Chairperson for the term ending December 31, 2022

- Felecia noted that Anne Marie Kofta had expressed an interest in again serving as the Vice-Chairperson, but asked if any others were interested in serving as Chair noting that she was willing to step down and have a new chair.

It was moved by Huting, seconded by Morrissey to nominate Felecia Cass as Chairperson and Anne Marie Kofta as Vice-Chairperson until December 31st, 2022. Motion carried unanimously.

6. Other Discussion

December meeting has been canceled, will have a January meeting but Cass recommended canceling the February meeting.

It was moved by Schroeder, seconded by Rucker to cancel the February, 2022 meeting. Motion carried unanimously.

Adjournment

Cass adjourned the meeting at 3:11p.m.

Respectfully submitted,

John Dornoff
Planner I

CITY OF WATERLOO

Council Communication

Housing Authority Board minutes of January 18, 2022.

City Council Meeting: 2/7/2022
Prepared: 1/21/2022

ATTACHMENTS:

	Description	Type
	WHA Board Minutes 01-18-2022	Backup Material

SUBJECT: Housing Authority Board minutes of January 18, 2022.

Submitted by: Submitted By: Julie Dawson, Housing Authority Director

WATERLOO HOUSING AUTHORITY, Governing Board Meeting Minutes
Tuesday, January 18, 2022 at 4:45 PM (In-Person/Zoom Meeting)
Harold E. Getty Council Chambers – Waterloo City Hall
Members Present: Boesen, Nichols, Amos, Grieder, Chiles, Wilder, Feuss

The meeting was called to order at 4:54 p.m.by Chairperson Grieder. Motioned by Jonathan Grieder, seconded by Nia Wilder to approve the minutes of the November 15, 2021 meeting as proposed.
Ayes: All Motion: Carried.

New Business

Motioned by Jerome Amos, seconded by Ray Feuss to approve the request for authorization to set the date of public hearing for the FY2022Annual PHA Plan, and the revised 5-Year Public Housing Capital Fund Action Plan.
Ayes: All – Motion Carried

Motioned by Jerome Amos, seconded by Ray Feuss to approve the HAPPY (MRI) Software contract renewal in the amount of $41,144.75.

Dave Boesen asked Director Dawson if she could explain some of what this software does for the Housing Authority, including some of the new modules that were installed during 2021 using CARES Act funds. Julie indicated that the Housing Authority began taking online applications in June of 2021 using this system, have created portals for landlords, applicants and tenants to report changes, look at their payments, list available units, etc. Mobile Inspections has also been installed enabling the Section 8 Inspector to use an iPad in the field for inspections (rather than paper) and upload the results when he returns to the office. In general, the Housing Pro software keeps track of all of the Housing Assistance Payments, calculations for annual and interim reexaminations, and lease documents. The accounting portion of the software tracks rental charges and payments (for Ridgeway Towers) as well as repayment agreements for overpaid assistance. Overall, this software is "everything" that the Waterloo Housing Authority does and documents.
Ayes: All – Motion Carried

Motioned by Jerome Amos, seconded by Ray Feuss to approve and place on file the Housing Authority report including the Leasing, HAP and Administrative Fee Utilization Report.
Ayes: All – Motion Carried

Motioned by Ray Feuss, seconded by Jonathan Grieder to adjourn the meeting at 4:59 p.m.
Ayes: All – Motion Carried

JD

CITY OF WATERLOO

Council Communication

Leisure Services Commission Minutes of December 14, 2021.

City Council Meeting: 2/7/2022
Prepared:

ATTACHMENTS:

	Description	Type
	12/14/2021	Backup Material

SUBJECT: Leisure Services Commission Minutes of December 14, 2021.

Submitted by: Submitted By:

MINUTES
WATERLOO LEISURE SERVICES COMMISSION
TUESDAY, December 14, 2021
300 Jefferson Street

The meeting was held in the Multipurpose Room at the SportsPlex. Brenda Durbahn called the meeting to order at 7:30am.

Present: Sharon Samec, Tom Christensen, Jessica Rucker, Tom Powers, and Bob Bamsey, Paul Huting, Brenda Durbahn, Tim Moses, Todd Derifield, Mark Gallagher, Travis Nichols and JB Bolger, Amie Rivers Absent: Council Liaison Dave Boesen, Chris Dolan

Brenda Durbahn called for motion to approve of the agenda. Sharon Samec made a motion to approve agenda. Second by Tom Powers Ayes: All. Nays: None

Brenda Durbahn called for motion for approval of the November 9, 2021 meeting minutes. Bob Bamsey made a motion to approve minutes, second by Tim Moses Ayes: All Nays: None

Brenda Durbahn called for approval of the bills. Motion by Sharon Samec to approve the November bills, second by Tom Powers Ayes: All Nays: None

New board member Jessica Rucker was introduced.

ELECTION OF VICE CHAIR
Jadyn Spencer has resigned due to moving out of state. She was the Vice chair of this board, a replacement will need to be elected. Bob Bamsey nominated Sharon Samec as Vice Chair. Tom Powers seconded the nomination. No other motions were made. Ayes: All Nays: None

WORK SESSION ON AQUATICS MASTER PLAN/GATES MASTER PLAN
Preliminary work has been done on both the Aquatics Master Plan and the Gates Park Master Plan. Representative of Ballard*King and Ritland Kuiper will present information and recommendations to the Commission and the City Council at the January 18, 2022 Work Session. Questions will be taken from Council members and Commissioners. Commissioners should plan to attend. The meeting will be at approximately 4:00pm on January 18, 2022, but the exact time will be determined by the City Clerk's office and advance notice will be provided.

UPDATE ON EDISON SCHOOL PARK
Leisure Services and Neighborhood Services staff met on December 3rd with representative of the Edison Neighborhood Association of discuss and prioritize potential amenities for the new park. Meetings have also been held with a new developer and planning staff regarding the configuration of a potential new housing development and adjacent park. There may be park boundary adjustment which will be presented to the Commission and City Council for future approval. The board was provided with a draft of potential park features and rough cost estimates. This is informational at this time. Commission and Council Actions to approve legal property description of Edison School Park would be needed after details are worked out with the neighborhood association and developer.

STAFF UPDATES

Young Arena – Chris Dolan
Preparing for the Battle of Waterloo wrestling tournament.

Sports and SportsPlex – Mark Gallagher
Preparing for Gates Park Focus Group Meeting. Program preparation for Winter Sports. Hosting City of Waterloo Employee Night next week. New cardio equipment arriving soon.

Construction – Travis Nichols
The Crew continues to do weekly inspections and general maintenance in parks and at Leisure facilities. We have switched over to the winter garbage route and will only have cans in parking lots and hard surfaced areas. The Young Arena roof project is about complete. They are installing the metal capping and we are scheduling final inspections by roofing manufacturer and our roofing consultant. We hope to get those completed before weather changes.

Park – Todd Derified
Crews are working on street tree removals and trimming. They are also working on clean up at Exchange Park. We have start working on FY2023 budgets and 2023 CIP.

Golf and Downtown Area – JB Bolger
Downtown crew had first snow/ice event. It went fairly well. The ball diamond on Orange Grove, near tennis center, is being used as a lay down yard for a sanitary sewer upgrade project. It will last about 12 months. Many beaver dams (9) have been noticed at South Hills Golf course. We will hire professional trapper to help with that situation. 2022 Season Golf tickets are available for purchase. The bridge reconstructions downtown will affect the amphitheater and bike trails during the reconstruction period of approximately two years.

The next regular Leisure Services Commission Meeting will be held Tuesday, January 11, 2022.

Bob Bamsey will be gone January, February, March and Brenda will be gone in January.

Brenda Durbahn asked for motion to adjourn. Motion by Bob Bamsey, second Sharon Samec. Meeting was adjourned at 8:05am.

SHARON SAMEC Secretary

1/11/2022
Signed this Date

CITY OF WATERLOO

Council Communication

Historic Preservation Commission minutes of November 2021.

City Council Meeting: 2/7/2022
Prepared: 1/26/2022

ATTACHMENTS:

	Description	Type
🗋	minutes	Backup Material

SUBJECT: Historic Preservation Commission minutes of November 2021.

Submitted by: Submitted By: Noel Anderson

WATERLOO HISTORIC PRESERVATION COMMISSION MINUTES
REGULAR MEETING – NOVEMBER 17, 2021– 4:30 P.M.
The meeting was held in the Mollenhoff Conference Room of City Hall

Ottesen called the regular meeting of the City of Waterloo Historic Preservation Commission meeting to order at 4:35 p.m.

Commission Members present were: Ed Ottesen, Terry Stevens (arrived at 4:39), Alice Rohret, Susan Price, and Matthew Gilbert (arrived at 4:39)

Commission Member(s) absent were: Nick Hedrick.

Others present: John Dornoff – Planning Staff; Ed Gallagher – Grout Museum Liaison; Pat Morrissey – City Council Liaison; and 2 citizens.

Approval of Agenda

Motion made by Rohret, seconded by Price to approve the agenda of the November 16, 2021, regular meeting. Motion carried unanimously.

Approval of Minutes

Motion made by Price, seconded by Rohret to approve the minutes of the October 19, 2021 meeting. Motion carried unanimously.

Oral Presentations

Pat Morrissey thank the commission for letting him be a part of the commission activities for the last 8 years. He also stated that the commission needs to have communication with the new council members and get support for the commission including making it a department within Planning and Zoning with its own budget.

Morrissey also noted that there is a new Church Row Alliance working with Habitat and is working on many homes in the area. They are looking at ways to acquire the house at 1325 West 4th Street so it can be restored.

Hearings

1. **Request by Micalea Lorenz and Michael Knapp for a Certificate of Appropriateness for a vinyl fence located at 1141 Independence.**

Dornoff read the staff report.

The applicants stated that the neighbors to the west have a vinyl fence that would match theirs to which Dornoff noted that the neighbor's fence not only did not come to the commission but did not have a building permit.

The applicants also noted that there are two homes across the street that have vinyl fences in the front yard which Dornoff noted that since the fences in the front yard are shorter than 4-feet they

would not need a building permit.

Members discussed the fence.

Motion made by Stevens, seconded by Rohret to approve the Certificate of Appropriateness. Motion carried unanimously.

2. **Nomination to the Iowa Most Endangered List 2022.**

Dornoff went over a list of the buildings that have already been nominated to the list. Commissioners discussed which building to nominate.

Motion made by Price, seconded by Stevens to nominate the Dunsmore House to Iowa's Most Endangered Building List 2002. Motion carried unanimously.

3. **Charles Pearson – Discussion of local designation for neighborhood and personal home.**

Charles Pearson was not present.

Motion made by Price, seconded by Rohret to table the item. Motion carried unanimously.

Building Consultation

None

Reports

1. **Main Street**

Ottesen reported 5 items on agenda with 2 of the items being tabled due to a lack of information. The flowers have been taken down for the year with holiday decorations going up. Main Street is currently purchasing new decorations.

2. **Silos and Smokestacks.**

No Report

3. **Grout Museum**

Gallagher stated that the new planetarium projector is ready to go and the Grout's is one of only 3 in Iowa that is not part of a University.
Exhibit on the Pacific portion of World War II goes through the end of the year.
Stevens noted that the commercial for the planetarium was very good.

4. **Building Update**

No Update

5. Project Update

No Update

6. Highland

No Update

7. Walnut

New homes and home repairs are ongoing in the neighborhood plus there are micro-grants available to fix up homes. There will be a meal served at Harvest Vineyard Church on Monday from 5 pm to 6:30 pm.

There will also be a free brunch on December 4th at the 1st Presbyterian Church hosted by the 415 Walnut Collective.

Discussion Items/Possible Action Items

1. HPC Awards Banquet 2022

Dornoff went over a list of items to be done and the dates they need to be done for next year's banquet.

2. School Project

Stevens stated the commission should get the fliers to the school by the first of the year since it can take up to 3 weeks to get them translated.

3. Main Street Collaboration

Ottesen mentioned again the need for volunteers.

4. Other Collaborations

No Report

5. Demolitions/City-Owned Properties

Dornoff noted that there was no Dilapidated Housing meeting last month due to the Mayor's State of the City Address.

6. Goals and Action Plan

No Report

Other Discussion:

Cancellation of the December 21st, 2021 meeting.

Dornoff stated that he will not be available on December 21st and noted it is extremely hard to get a quorum the week of Christmas so he suggested canceling the meeting.

Motion made by Rohret, seconded by Gilbert to cancel the December 21st, 2021 meeting. Motion carried unanimously.

Election of the Chairperson and Vice-Chairperson for the City of Waterloo Historic Preservation Commission for the year ending December 31, 2022.

Dornoff noted that Ottesen has been serving as the Chairperson since he came to the city and that other people need to set up since technically Ottesen should have only served for only two or three years.

Motion made by Price, seconded by Rohret to nominate Ed Ottesen as the Chairperson and Nick Hedrick as Vice-Chairperson for the period ending on December 31, 2022. Motion carried unanimously.

Adjournment

Ottesen adjourned the meeting at 5:30 p.m.

Respectfully submitted,



John Dornoff
Planner II

CITY OF WATERLOO

Council Communication

Community Development Board meeting minutes November 2021.

City Council Meeting: 2/7/2022
Prepared: 1/26/2022

ATTACHMENTS:

Description	Type
November 2021 Minutes	Backup Material

SUBJECT:	Community Development Board meeting minutes November 2021.
Submitted by:	Submitted By: Rudy D. Jones, Community Development Director
Recommended Action:	approval

Community Development
Meeting Minutes

November 16, 2021

I. Call to order

John Chiles called to order the regular meeting of the Community Development Board via zoom at 4:00 p.m. on Tuesday, November 16, 2021. Chiles asked for an approval of the agenda for November 16, 2021.
It was moved by Leistikow and seconded by Hansen to approve the agenda. Motion carried.

II. Attendance:

Present: Chairperson John Chiles, Cody Leistikow, Zach Hansen, Angela Weekley (late), and Cam Campbell

Members Absent: Felicia Carter and Jenna Northey

Also Present: Rudy D. Jones, Community Development Director; Anita Rousselow, Administrative Secretary; Angie Fordyce, Community Development Coordinator; Felicia Smith Nalls, Neighborhood Services Coordinator; Mindy Smith, Intake Specialist; Matt Chesmore, Senior Rehabilitation Specialist, Tina Hummel, Community Bank and Trust

III. Approval of minutes from last meeting

Chiles asked for an approval of the minutes of the last meeting on October 19, 2021. It was moved by Hansen and seconded by Campbell to approve the minutes of the meeting on October 19, 2021. Motion carried.

IV. Old Business:

a) **Staff Updates**: Staff is busy getting projects done that would be effected by the winter weather. Contracts for FY22 will be drawn up soon and the new FY23 funding cycle has begun.

b) **COVID-19 Funding:** The environmental review for People's has been completed for the Round 2 COVD funding. We are currently on our 15-day comment period, we will submit the RROF and ERR documents after the comment period into Iowagrants.gov. After the submission, IEDA has another 15 days to comment. Staff hopes to have a pre bid meeting around the first of the year. Staff will be requesting the Davis-Bacon Wages and classifications before Thanksgiving.

c) **Monitoring:** Nothing new in regards to this.

V. New Business:

a) **Endorse Contracts October 2021**: Chiles asked for a motion to approve the contracts. Leistikow made a motion to approve contracts for October 2021 and the motion was seconded by Hansen. Motion carried.

b) **Lead Grant Benchmarks:** Chesmore went over the benchmarks for the lead grant from last quarter. We are ahead of benchmarks for assessments but are lagging in some of the other areas. Staff feels that we will manage to catch up on the benchmarks in the near future.

c) **Neighborhood Services:** Smith-Nalls discussed the State of the City Vision 2030 and the involvement that Neighborhood Services would have with #3-Celebr8 and Connect Neighborhoods and #4 Waterloo Works. Nalls also touched on Leisure Services preliminary plans for Gates Park.

d) **New Board Member:** Jones congratulated and thanked John Chiles for his election to City Council and his time and energy spent on the Community Development Board. John will join the Council in January and will relinquish his spot on our Board as Chairperson. We are hoping Leistikow will accept the position of Board Chair and we are looking forward to appointing Tina Hummel as a new board person in January. Tina has worked previously with the CD office with our Homebuyer Assistance program and brings a wealth of knowledge from the banking profession.

e) **Subcommittee:** A subcommittee will be appointed in December for our FY23 Funding Cycle. Mayor will also appoint a council liaison in the near future for our board.

VI. Discussion Items:

a) Public Informational Forum- Jones went over the schedule for our FY23 Funding cycle and pointed out a few important dates over the next few months. Any public thoughts or opinions are welcomed.

b) Contract Code of Conduct Draft- Jones is currently drafting a contractor code of conduct to go along with our contractor evaluation form.

c) Planning and Zoning Board– Leistikow mentioned that Ms. Parrish from Habitat has currently joined the Planning and Zoning Board

d) Staff and board members also moved the December meeting to December 15th at 4:00 so there was no conflict with having the board meeting during the week of Christmas.

VII. VIII. Adjournment

Chiles asked for a motion to adjourn the meeting. A motion was made by Hansen and seconded by Campbell. Motion carried. Meeting Adjourned.

Minutes submitted by: Cody Leistikow Minutes approved by: Board

CITY OF WATERLOO

Council Communication

Planning, Programming, and Zoning minutes of December 28, 2021.

City Council Meeting: 2/7/2022
Prepared: 1/26/2022

ATTACHMENTS:

	Description	Type
	minutes	Backup Material

SUBJECT: Planning, Programming, and Zoning minutes of December 28, 2021.

Submitted by: Submitted By:

MINUTES

CITY OF WATERLOO, IOWA
PLANNING, PROGRAMMING, AND ZONING COMMISSION
REGULAR MEETING - 4:00 P.M. DECEMBER 28, 2021
NOTE: THE MEETING WAS RESCHEDULED FROM DECEMBER 14TH.

The regular meeting of the Waterloo Planning, Programming, and Zoning Commission was called to order by Chairperson Wilber at 4:00 p.m. via zoom, and in-person in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: Cody Leistikow, Steve Trost, and Craig Holdiman.

Members present electronically were: Virginia Wilber, Patrisha Serfling, and Eric Donat.

Members absent were: Ali Parish, Brandon Schoborg, and Sue Flynn.

Others present were: Noel Anderson – Community Planning and Development Director; Aric Schroeder, Seth Hyberger, and John Dornoff – Planning Department; Rob Nichols - Council Person Elect; Patrick Moloney and Chris Fischels – Applicants.

Others present electronically: Jaime Knutson – City Engineer, Felicia Smith-Nails- Neighborhood Services; and Darrin Gray – Gray Transportation

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 November 9, 2021.

It was moved by Leistikow, seconded by Holdiman to approve the minutes of November 9, 2021. Motion carried unanimously.

III. Financial Report October 2021

Anderson reviewed the financial report.

Holdiman questioned what miscellaneous revenue was to which Anderson responded that it could be revenue from selling a comp plan or creating a zoning letter.

It was moved by Trost, seconded by Donat 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 Gray Transportation for a Site Plan Amendment for a new 115’ X 75’ truck maintenance facility in the “M-2, P” Planned Industrial District located at 2459 GT Drive.

It was moved by Donat and seconded by Trost 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 condition that the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, etc.

Donat asked about detention, sprinklers, and fire department access which was mentioned in Tech to which Dornoff responded that those items will be looked at during the building permitting process.

Trost asked for confirmation that this is a site plan amendment to a planned area to which Dornoff confirmed.

Darrin Gray, Gray Transportation stated that they are trying to furnish everything to staff as they get it.

It was moved by Holdiman, seconded by Donat to close the public hearing. Motion carried unanimously. The hearing was closed at 4:14 p.m.

It was moved by Trost, seconded by Leistikow to recommend approval of the request by Gray Transportation for a Site Plan Amendment for a new 115' X 75' truck maintenance facility in the "M-2, P" Planned Industrial District located at 2459 GT Drive with the condition that the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, setbacks, etc. Motion carried unanimously.

2. Request by 3 Stooges LLC (Fischels) for a site plan amendment to the "M-2,P" Planned Industrial District to allow for the construction of three new commercial buildings on their site on Martin Road, just north of 201 West Ridgeway Avenue

It was moved by Holdiman and seconded by Trost to receive and place on file the statement of verification at 4:16 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 condition that the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, setbacks, etc.

Holdiman asked what the parking regulations were to which Dornoff responded the ultimate parking requirements are dependent on the use and noted the applicant was present to answer more detailed questions.

Trost asked what the side yard setbacks would be to which Schroeder responded 5 feet for zoning and 10-feet for Building uses it has firewall protection.

Donat asked if engineering has had a look at the water detention plan to which Dornoff responded that the detention plan is looked at before building permits are issued. Anderson noted that it is not required that the topography work and detention for the site plan review process because the applicants want to insure their project passes the City Council before proceeding with the costly items like developing a detention plan but what is seen is 70-80% done.

Chris Fischels, the applicant stated he is looking to build the first two buildings in the spring and the third one in the fall. Noted he already has a tenant for the first building who is coming from outside the area to move to Waterloo.

Leistikow asked if it is three separate buildings instead of one big building to which Fischels responded that with the amount of land that the city deeded over they requested three buildings be built at the site and having three individual buildings worked out better.

It was moved by Trost, seconded by Leistikow to close the public hearing. Motion carried unanimously. The hearing was closed at 4:26 p.m.

It was moved by Holdiman, seconded by Trost to recommend approval of the request by 3 Stooges LLC (Fischels) for a site plan amendment to the "M-2,P" Planned Industrial District to allow for the

construction of three new commercial buildings on their site on Martin Road, just north of 201 West Ridgeway Avenue with the condition that the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, setbacks, etc. Motion carried unanimously.

B. Special Permits

1. Request by Healing Water Assembly of God for a Special Permit to allow for a religious facility in the "C-2" Commercial District located at 1101 Black Hawk Road.

Hyberger read the staff report recommending approval of the request.

Holdiman asked if the capacity was for the whole building or just the sanctuary portion to which Hyberger responded just the sanctuary.

Trost asked if the building and fire departments are aware of the limitations of the building to which Hyberger stated they were and that the applicants will need to do an architectural review prior to occupancy.

Donat asked if the commission should have more discussion about the items that were brought up to which Trost responded that he does not believe that it is in the commission's jurisdiction to review that and it is up to the fire and building departments to insure their regulations are met before an occupancy permit is issued.

Wilber asked if the project would still be short on parking taking into consideration the limitations of 400 person occupancy to which Hyberger said they would be and will need to have a variance approved through the Board of Adjustment.

Trost noted that the building has been a commercial building which included a gymnastics building and roller skating rink which probably created more traffic than the church will.

It was moved by Trost, seconded by Leistikow to recommend approval of the Special Permit request. Motion carried unanimously.

2. Request by Patrick Moloney for a Special Permit to allow for an impound lot (considered part of a recycling, junk, or salvage yard) in the "M-1" Light Industrial District located northeast of 2721 Lackland Drive.

Dornoff read the staff report recommending approval of the 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, setbacks, etc. except as approved by the Board of Adjustment; 2) That no cars may be stored at the facility for longer than 90-days; 3) Dismantling of cars will be prohibited; and 4) A salvage yard license or permit application will not be accepted or approved for the property unless it meets all of the requirements of the Salvage Yard section of the Zoning Ordinance, and go through another Special Permit process and be approved as a full recycling, junk, or salvage yard.

Trost asked what the protected uses within 600-feet and if there has been any objections to the request to which Dornoff responded that it is a few homes on Texas Street which are located north of several industrial sites from the property requesting the Special Permit and that there has been no objections heard on any item on tonight's agenda.

Trost asked what the neighbors can do if they the applicant does violate the conditions of the approval to which Dornoff responded that they can call code enforcement who will look at the situation and notify staff of the situation.

Patrick Moloney, 1150 Columbus, applicant for the request, noted he was available to answer questions.

Wilber asked if there was a reason for the variance to the fencing requirements to which Moloney stated that he is trying to match the chain link fences of his neighbors including the bus yard.

Trost asked if the neighboring businesses were notified and if there was any objections to which Anderson responded no.

It was moved by Serfling, seconded by Holdiman to recommend approval of the Special Permit 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, setbacks, etc. except as approved by the Board of Adjustment; 2) That no cars may be stored at the facility for longer than 90-days; 3) Dismantling of cars will be prohibited; and 4) A salvage yard license or permit application will not be accepted or approved for the property unless it meets all of the requirements of the Salvage Yard section of the Zoning Ordinance, and go through another Special Permit process and be approved as a full recycling, junk, or salvage yard. Motion carried unanimously.

C. Plats

1. Request by City of Waterloo for the Preliminary Plat of North Crossing 3rd Addition a 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.

Hyberger read the staff report recommending approval of the request with the condition that the plat is updated and additional documents are submitted as required by staff before the request is sent to City Council.

Donat asked what is needed before the items are sent to the City Council and the difference between the preliminary plat and the final plat to which Hyberger responded that the preliminary plat covers a much larger area that includes 20-lots but the final plat only includes the portion east of East 4th Street and is three lots and staff will need the Deed of Dedication and Contract/Waiver.

Anderson noted that preliminary plats usually cover a larger are because they need to look at drainage, utilities, so basically the larger working area while final plats are for projects that are moving ahead in the immediate future.

Leistikow asked about outlot C with the small pond and if things are properly thought out so things stay dry to which Anderson responded that outlot C is designed for storm water detention of the entire plat area and explained some of the other projects that are planned in the area for storm water detention.

It was moved by Holdiman, seconded by Trost to recommend approval of the preliminary plat with the condition that the plat is updated and additional documents are submitted as required by staff before the request is sent to the City Council. Motion carried unanimously.

2. Request by the City of Waterloo for the Final Plat of North Crossing 3rd Addition a 3-lot commercial and residential subdivision in the "R-4, R-P" Planned Residence District located north of 501 Lakeside Street. .

Hyberger read the staff report recommending approval of the final plat request with the condition that the plat is updated and additional documents are submitted as required by staff before the request is sent to the City Council.

Item was discussed under C-1.

It was moved by Trost, seconded by Leistikow to recommend approval of the final plat request with the condition that the plat is updated and additional documents are submitted as required by staff before the request is sent to the City Council. Motion carried unanimously.

D. Street Namings

1. Request by the City of Waterloo to rename Hess Road to La Porte Road between Shaulis Road to Grimm Street.

Dornoff read the staff report recommending approval of the request.

Wilber asked if the section south of East Shaulis Road will remain Hess Road to which Dornoff responded yes because there is several residences addressed of off Hess Road in that section making changing the name more complicated and the name chain is primarily designed to help out of town guest have a easier time being directed to the theme park from the motels along La Porte Road.

Dornoff also noted that the name probably should have been changed when the streets were redesigned back in the 1980's with the construction of US 20 and US 218 grade separations.

It was moved by Leistikow, seconded by Donat to recommend approval of the street naming request. Motion carried unanimously.

2. Request by the City of Waterloo to rename public road "Dublin Drive" to private road "Dublin Drive" located east of 1422 Irish Drive.

Hyberger read the staff report recommending approval of the request.

Holdiman asked for confirmation that all the other streets in the area are private to which Dornoff responded correct.

It was moved by Trost, seconded by Holdiman to recommend approval of the street naming request. Motion carried unanimously.

VI. Election of the Chairperson and Vice-Chairperson for the period ending December 31, 2022.

It was moved by Holdiman, seconded by Serfling to nominate Virginia Wilber as Chairperson. Motion carried unanimously.

It was moved by Serfling, seconded by Holdiman to nominate Steve Trost as Vice-Chairperson. Motion carried unanimously.

VII. Adjournment

It was moved by Trost, seconded by Leistikow, to adjourn the meeting at 5:16 p.m. Motion carried unanimously.

Respectfully submitted,

John Dornoff,
Planner II

CITY OF WATERLOO

Council Communication

Communication from the Waste Management Services Department on the notice of the conclusion of employment for Todd Damro, Plant Maintenance, effective December 30, 2021, with recommendation of approval of payout of $6,292.44 for unused benefits.

City Council Meeting: 2/7/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Payout Sheet	Backup Material

SUBJECT:	Communication from the Waste Management Services Department on the notice of the conclusion of employment for Todd Damro, Plant Maintenance, effective December 30, 2021, with recommendation of approval of payout of $6,292.44 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO, IOWA

CITY HALL · 715 MULBERRY STREET 50703

Today's Date: 1/4/2022
Effective Date: 12/30/2021
Employment Date: 8/2/1988

To: *City Council Members*
Re: *Notice of Severance*

Department *Waste Management Services*
Job Title/Classification *Plant Maintenance*

This is to report that the employment of *Todd Damro*
with the City of Waterloo has been severed by reason of:

- ☑ Retired
  - Disability Related ☑ No ☐ Yes
- ☐ Resigned
- ☐ Termination
- ☐ Other

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Total Payout
Vacation-Accrued	✓ 200	$ 30.41		$ 6,082.00
Vacation-Current				$ -
Usable Sick Leave	✓ 8	$ 30.41	(x) 25%	$ 60.82
Frozen Sick Leave			(x) 60%	$ -
Personal Hours				$ -
Comp Time Pay	✓ 4.92	$ 30.41		$ 149.62
Unscheduled Leave				$ -
Other Pay				$ -
			Total Payment	$ 6,292.44

Comments: *Todd retired as of 12-30-21*

Approved by M. M. Hoff Date 1/5/2022

Human Resources Nicole Fuscher Date 1/5/2022

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)
Clerk's Office will forward copy of approved form to Department and Human Resources

Updated 6/28/11

Council Agenda Date:_____ ☐ Accruals ☐ Status ☐ -9

CITY OF WATERLOO

Council Communication

Communication from the Public Works, Street Department, on the notice of the conclusion of employment for Kent Flege, Mechanic, effective December 31, 2021, with recommendation of approval of payout of $4,257.40 for unused benefits.

City Council Meeting: 2/7/2022
Prepared:

ATTACHMENTS:

Description	Type
SUBJECT:	Communication from the Public Works, Street Department, on the notice of the conclusion of employment for Kent Flege, Mechanic, effective December 31, 2021, with recommendation of approval of payout of $4,257.40 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

Communication from the Waterloo Public Library on the notice of the conclusion of employment for Kimberly SB Mashek, part-time Librarian, effective January 13, 2022, with recommendation of approval of payout of $1,671.64 for unused benefits.

City Council Meeting: 2/7/2022
Prepared:

ATTACHMENTS:

Description	Type

SUBJECT:	Communication from the Waterloo Public Library on the notice of the conclusion of employment for Kimberly SB Mashek, part-time Librarian, effective January 13, 2022, with recommendation of approval of payout of $1,671.64 for unused benefits.
Submitted by:	Submitted By: