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

CITY OF WATERLOO
GOALS

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

GENERAL RULES FOR PUBLIC PARTICIPATION REGULAR SESSION AGENDA

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

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

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

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

RULES FOR PUBLIC COMMENT SECTION OF THE AGENDA

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

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

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

RULES FOR PUBLIC COMMENT DURING PUBLIC HEARINGS

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

RULES FOR PUBLIC COMMENT DURING AGENDA ITEMS

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

Roll Call.

Prayer or Moment of Silence

Pledge of Allegiance

Dave Boesen, At-Large Council Member

Agenda, as proposed or amended.

Minutes of January 3, 2022, Regular Session, as proposed.

Minutes of January 3, 2022, Special Session, as proposed.

Minutes of January 10, 2022, Special Session, as proposed.

Minutes of January 11, 2022, Special Session, as proposed.

Proclamation declaring the National Observance of Dr. Martin Luther King Jr.'s Birthday on Monday, January 17, 2022.

PUBLIC COMMENTS

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

1. Consent Agenda:

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

A. Resolution to approve the following:

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

2. Resolution approving cancellation of a sidewalk assessment for property located at 439 Beech Street, in the amount of $156.48, and authorize the City Clerk to notify Black Hawk County Treasurer of said cancellation.

   Submitted By: Kelley Felchle, City Clerk

3. Resolution setting date of public hearing as February 7, 2022 to authorize the 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 Agreement for the construction of a new maintenance facility, and authorize the City Clerk to publish notice.

   Submitted By: Noel Anderson, Community Planing and Development Director

4. Resolution approving a Temporary Construction Easement Agreement with Hotel President Partners, LP in the amount of $100.00, in conjunction with the reconstruction of the Park Avenue Bridge located at the northwest corner of the Park Avenue Bridge and the Cedar River, and authorizing the Mayor and City Clerk to execute said document.

   Submitted By: Noel Anderson, Community Planning and Development Director

5. Resolution approving award of bid to Lodge Construction, Inc., of Clarksville, Iowa, in an amount not to exceed $1,281,571.05, and approving the contract, bond, and certificate of insurance, in conjunction with FY 2021 Cedar River Marina and Recreational Enhancements, DOT Project No. TAP-U-8155(768)--8I-07, Contract No. 1011, and authorizing the Mayor and City Clerk to execute said document.

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

6. Resolution approving award of bid to Young Plumbing & Heating Company of Waterloo, Iowa, in the amount of $54,900, and approving the contract, bonds and certificate of insurance, in conjunction with the Waterloo Center of the Arts-Youth Pavilion Phase I Boiler Project, and authorizing the Mayor and City Clerk to execute said documents.

   Submitted By: Noel Anderson, Community Planning and Development Director

7. Resolution approving award of bid to Peters Construction of Waterloo, Iowa in the amount of $97,997.00, approving the contract, bonds and certificate of insurance, in conjunction with the FY 2022 Anaerobic Lagoon Blower Building Interim Repairs, Contact No. 1060, and authorizing the Mayor to execute said document.

   Submitted By: Brian Bowman, Treatment Operations Supervisor

8. Motion approving Final Quantity Summary, Change Order No. 2 with KW Electric, Inc., of Cedar Falls, Iowa, for a net decrease of $2,183.80, in conjunction with the Ridgeway Avenue and Greyhound Intersection Signalization Iowa DOT Grant Project No. CS-TSF-8155(762)--85-07, and authorizing the Mayor and City Clerk to execute said document.

   Submitted By: Mohammad Elahi, Traffic Engineer

9. Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by KW Electric, Inc., of Cedar Falls, Iowa, in conjunction with the Ridgeway Avenue and Greyhound Intersection Signalization Iowa DOT Grant Project No. CS-TSF-8155(762)--85-07, for a total contract amount of $331,903.90, and release of retainage in the amount of $9,957.12.

   Submitted By: Mohammad Elahi, Traffic Engineer

10. Motion approving Final Quantity Summary for Aspro, Inc., for a net decrease of $276,466.22, in conjunction with the FY 2021 Street Reconstruction Program, Contract No. 1023, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Dennis Gentz, PE, Assistant City Engineer

11. Resolution approving Completion of Project and Recommendation of Acceptance of Work, for work performed by Aspro, Inc., of Waterloo, Iowa, in the amount of $3,625,159.77, in conjunction with the FY 2021 Street Reconstruction Program, Contract No. 1023, and receive and file a two-year maintenance bond.

    Submitted By: Jamie Knutson, PE, City Engineer

12. Resolution approving Completion of Project and Acceptance of Work for work performed by WRH, Inc., of Amana, Iowa, and release of retainage in the amount of $45,556.39, in conjunction with the FY 2020 Wastewater Treatment Plant Digester No. 3 Cover Modifications, Contract No. 1021, and receive and file a two-year maintenance bond.

    Submitted By: Brian Bowman, Treatment Operations Supervisor

13. Resolution rescinding Resolution No. 1999-59 in its entirety.

    Submitted By: Kelley Felchle, City Clerk

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

    a. **John Hyman,Kevin Kuenstling, Alan Delagardelle - Sewer Maintenance**

    Class/Meeting: 2022 Iowa Water Environment Association Maintenance Conference

    Destination: Ankeny, IA

    Dates: January 25-26, 2022

    Amount not to exceed: $ 1,151.00

    b. **Tom Klein, Brad VanderWerff, Bob Jorgensen - Golf Superintendents**

    Class/Meeting: 2022 Turfgrass Conference

    Destination: Des Moines, IA

    Dates: February 22-24, 2022

    Amount not to exceed: $675.00

    c. **Dennis Gentz, PE, Assistant City Engineer**

    Class/Meeting: ICPA 58th Annual Workshop

    Destination: Des Moines, IA

    Dates: April 2-4, 2022

    Amount not to exceed: $456.40

    d. **Leisure Services Employees**

    Class/Meeting: Staff Communication Training

    Destination: Sportsplex, Waterloo IA

    Dates: January 23, 2002

    Amount not to exceed: $1,500.00

    e. **Major Leibold, Captain Duncan, Lts. Bose, Girsch, Payne, Sgts. Devine, Rasmussen**

    Class/Meeting: FBI Law Enforcement Executive Development Association on line Training (1st Amendment)

    Destination: Waterloo, IA

    Dates: January 24 - February 28, 2022

    Amount not to exceed: $2,450.00

    f. **Investigator Kyle Jurgensen**

Class/Meeting: PEAK Basic Polygraph Examiner School
Destination: Cape Coral, FL
Dates: May 2- July 8, 2022
Amount not to exceed: $19,950.00

2. **LIQUOR LICENSES**

a. **1850 Patio & Grill, 1850 W. Ridgeway Avenue**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 10/31/2022

b. **The Broken Record, 315 W. 4th Street**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 1/20/2023

c. **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: 2/28/2022

d. **Casey's General Store #2867, 2424 Ranchero Road**
Class: B Wine / B Native Wine / C Beer / E Liquor
New Application Includes Sunday
Expiration Date: 6/14/2022

e. **Casey's General Store #2879, 3260 University Avenue *Ownership Update***
Class: B Wine / C Beer / E Liquor
New Application Includes Sunday
Expiration Date: 9/30/2022

f. **Casey's General Store #2880, 1604 LaPorte Road *Ownership Update***
Class: B Wine / C Beer / E Liquor
New Application Includes Sunday
Expiration Date: 9/30/2022

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

h. **Cedar Valley Fish Market, 218 Division Street**
Class: B Native Wine / B Beer
Renewal Application Does not include Sunday
Expiration Date: 1/25/2023

i. **Hy-Vee Gas #2, 2221 Logan Avenue**
Class: C Beer
Renewal Application Includes Sunday
Expiration Date: 1/2/2023

j. **Kwik Star #229, 1717 E. San Marnan Drive**

Class: B Wine / C Beer
Renewal Application Includes Sunday
Expiration Date: 9/24/2022

k. **Liquor & Tobacco Outlet, 2844 University Avenue**
Class: B Wine / C Beer / E Liquor
Renewal Application Includes Sunday
Expiration Date: 1/31/2023

l. **Lucky Nail, 1905 Schukei Road**
Class: C Liquor
New Application Does not include Sunday
Expiration Date: 10/31/2022

m. **Prime Mart, 3535 Marigold Drive**
Class: B Wine / C Beer / E Liquor
Renewal Application Includes Sunday
Expiration Date: 1/19/2023

n. **Screaming Eagle, 228 E. 4th Street**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 1/13/2023

o. **Singlespeed Brewing, 325 Commercial Street**
Class: C Liquor/Special Class A Beer w/Outdoor Service/Catering/BrewPub
Renewal Application Includes Sunday
Expiration Date: 12/31/2022

p. **Spectra Venue Management, 200 W. 4th Street**
Class: C Liquor w/Outdoor Service and Catering
Renewal Application Includes Sunday
Expiration Date: 1/31/2023

q. **West Side Liquor, 919 W. 5th Street**
Class: B Wine / C Beer / E Liquor
Renewal Application Includes Sunday
Expiration Date: 12/21/2022

3. **APPOINTMENTS**

a. **Don Ticknor**
Board/Commission: Memorial Hall Commission
Expiration Date: December 31, 2024
Re-Appointment

b. **Terry Scheffert**
Board/Commission: Memorial Hall Commission
Expiration Date: December 31, 2024
Re-Appointment

c. **Craig Holdiman**
Board/Commission: Board of Adjustment

Expiration Date: December 18, 2022

New Appointment

d. **Cody Leistikow**

Board/Commission: Community Development Board

Expiration Date: January 7, 2025

Re-Appointment

e. **Eric Donat**

Board/Commission: ADA Compliance Commission

Expiration Date: November 2, 2024

Re-Appointment

f. **Kathryn Mahoney**

Board/Commission: Human Rights Commission

Expiration Date: January 18, 2025

New Appointment

g. **Michael Allen**

Board/Commission: Human Rights Commission

Expiration Date: January 18, 2025

New Appointment

h. **Lisa Munoz**

Board/Commission: Human Rights Commission

Expiration Date: January 18, 2025

New Appointment

i. **Samantha Blatt**

Board/Commission: Human Rights Commission

Expiration Date: January 18, 2025

New Appointment

4. Motion to approve Change Order No. 1 with Plumb Tech Inc., of Waterloo, Iowa, for a net decrease of $2,483.00, in conjunction with the Ridgeway Towers Boiler Replacement Project, and authorizing the Mayor, Housing Authority Director, and City Clerk to execute said document.

   Submitted By: Julie Dawson, Housing Authority Director

5. Motion approving Change Order No. 5 from Woodruff Construction of Waterloo, Iowa for a net increase of $55,566.00 in conjunction with the FY 2020 Wastewater Treatment Plant Biosolids Modifications Project, Contract No. 994, and authorizing the Mayor to execute said document.

   Submitted By: Brian Bowman, Treatment Operations Supervisor

6. Motion to approve Change Order No. 27 with Cardinal Construction, Inc., of Waterloo, Iowa, for a net increase of $6,388.00, 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. 28 with Cardinal Construction, Inc., of Waterloo, Iowa, for a net increase of $7,133.00, 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. Recommendation of appointment of Lexi Blank, from the current Civil Service list to the position of Planner I in the Planning and Zoning Department, with a start date of January 19, 2022.

   Submitted By: Noel Anderson, Community Planning & Development Director

9. Fireworks Display at the National Cattle Congress for the Hairball Concert on January 22, 2022 from approximately 8:00 p.m. to 10:00 p.m.

PUBLIC HEARINGS

2. **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.**

   Public Hearing cancelled to be rescheduled at a later date.

   Submitted By: Noel Anderson, Community Planning and Development Director

3. **Sale and conveyance of a portion of a city-owned lot, located northerly of 1217 Sycamore Street, to Lola Montgomery, in the amount of $549.12 plus closing costs.**

   Motion to receive and file proof of publication of notice of public hearing.
   HOLD HEARING - No comments on file.
   Motion to close hearing and receive and file oral and written comments.
   Resolution authorizing the sale and conveyance of a portion of a city-owned property to Lola Montgomery in the amount of $549.12 plus closing costs, for property located northerly of 1217 Sycamore Street, and authorizing the Mayor and City Clerk to execute said document.

   Submitted By: Noel Anderson, Community Planing and Development Director

RESOLUTIONS

4. Resolution approving Amendment No. 6 to the Development Agreement with Central Property Holdings, LLC, originally executed August 17, 2017, to raise the minimum assessed value from $2.5 million to $4.0 million, and eliminate the mortgage on the property, for the All-In Grocers Project, and authorizing the Mayor and City Clerk to execute said documents.

   Submitted By: Noel Anderson, Community Planing and Development Director

5. Resolution approving two-year Re-Opened Collective Bargaining Agreement with AFSCME Local 1195 Planners and Engineers; AFSCME Local 1195 Police Lieutenants & Code Enforcement Officers; Teamsters Local 238; Municipal Employees Local Union No.177; Communication Workers of America; Waterloo Police Protective Association and International Association of Fire Fighters Local No. 66, and authorize the Mayor and Human Resources Director to execute said documents.

   Submitted By: Lance Dunn, Human Resources Director

6. Resolution approving the Bond and Disclosure Counsel Engagement Agreement with Ahlers & Cooney, P.C. in connection with the issuance of bonds and ongoing continuing disclosure requirements.

   Submitted By: Michelle Weidner, Chief Financial Officer

7. Resolution approving a Professional Services Agreement with Amy Wienands Real Estate of Waterloo, Iowa, in conjunction with the sale of 235 Newell Street, in an amount not to exceed $10,000.00, and authorizing the Mayor to execute said document.

   Submitted By: Noel Anderson, Community Planning and Development Director

8. Resolution approving Supplemental Agreement No. 2 to a Professional Services Agreement with AECOM Technical Services, Inc. of Waterloo, Iowa, originally executed May 20, 2019, in an amount not to exceed $175,000.00, for construction related services in conjunction with the FY2021 Cedar River Marina and Recreational Enhancements, Contract No. 1011, DOT Project No. TAP-U-8155(768)--8I-07, and authorizing the Mayor to execute said document.

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

9. Resolution approving an incentive payment to Grow Cedar Valley in the amount of $10,000.00 for work towards economic development for FY 2022.

   Submitted By: Noel Anderson, Community Planning & Development Director

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

MEETINGS

4:00 p.m. Council Work Session, Harold E. Getty Council Chambers

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

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

PUBLIC INFORMATION

1. Communication from the Waterloo Police Department on the notice of the conclusion of employment for Marcus Harrington, Police Officer, effective November 15, 2021 with recommendation of approval of payout of $8,084.15 for unused benefits.

2. Communication from the Waterloo Police Department on the notice of the conclusion of employment for Kristie Sommer, Police Officer, effective November 14, 2021 with recommendation of approval of payout of $12,380.01 for unused benefits.

3. Communication from the Waterloo Police Department on the notice of the conclusion of employment for Kyle Janikowski, Police Officer, effective October 21, 2021 with recommendation of approval of payout of $9,443.70 for unused benefits.

4. Communication from the Waterloo Police Department on the notice of the conclusion of employment for John-Paul Sager Police Officer, effective October 21, 2021 with recommendation of approval of payout of $2,245.56 for unused benefits.

5. Communication from the Animal Control/Traffic Department on the notice of the conclusion of employment for Sonya Snapp, Animal Control Officer, effective November 18, 2021 with recommendation of approval of payout of $5,678.20 for unused benefits.

6. Communication from the Waterloo Center of the Arts on the notice of the conclusion of employment for Craig Laue, Development/Marketing Manager, effective November 1, 2021 with recommendation of approval of payout of $3,063.16 for unused benefits.

7. Communication from the Waste Management Services Department on the notice of the conclusion of employment for Steven Isenhower, Instrument Control Technician, effective December 31, 2021 with recommendation of approval of payout of $8,825.59 for unused

benefits.

8. Certified List for the position of Waste Water Operator for the City of Waterloo, Iowa Waste Management Services -Public Works Department, as certified by the Civil Service Commission on December 17, 2021.

9. Certified List for the position of Bookkeeper/Administrative Assistant for the City of Waterloo, Iowa Housing Authority, as certified by the Civil Service Commission on November 19, 2021.

10. Certified List for the position of Police Captain for the City of Waterloo, Iowa Police Department, as certified by the Civil Service Commission on November 5, 2021.

11. Certified List for the position of Fitness Specialist for the City of Waterloo, Iowa Leisure Services Department, as certified by the Civil Service Commission on November 5, 2021.

12. Certified List for the position of Police Lieutenant for the City of Waterloo, Iowa Police Department, as certified by the Civil Service Commission on November 19, 2021.

13. Planning, Programming and Zoning minutes of November 9, 2021.

CITY OF WATERLOO

Council Communication

Minutes of January 3, 2022, Regular Session, as proposed.

City Council Meeting: 1/18/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Minutes of January 3, 2022 Regular Session	Backup Material

Submitted by: Submitted By:

January 3, 2022

The Council of the City of Waterloo, Iowa, met in Regular Session at Harold E. Getty Council Chambers, Waterloo, Iowa, at 5:30 p.m., on Monday, January 3, 2022. Mayor Quentin Hart in the Chair. Roll Call: Boesen, Nichols, Amos, Chiles, Grieder, Wilder and Feuss, joined the meeting via Zoom.

Prayer or Moment of Silence.

Pledge of Allegiance: Jerome Amos, Ward 4 Council Member

160832 - Feuss/Amos

that the Agenda, as proposed, for the Regular Session on Monday, January 3, 2022, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

160833 - Feuss/Amos

that the Minutes, as proposed, for the Regular Session on Monday, December 20, 2021, at 5:30 p.m., and the Work Session of December 20, 2021, at 4:00 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

Council members Nichols, Chiles and Wilder each expressed their gratitude and they look forward to working together as a council to serve the community for the next four years.

PUBLIC COMMENTS

David Dryer, 3145 W. 4th Street, shared that he submitted a letter to the editor about a homeless shelter and he noticed that at the end of the meeting the council has an executive session on purchasing additional property. He questioned why the city does not find grants or city funds to help the homeless.

Alan Green, 1205 Lois Lane, Recently moved back to Waterloo. Wanted to share that he is impressed with the changes that have occurred within the community since he has moved back.

Mr. Feuss requested an update on downtown snow removal efforts.

Randy Bennett, Public Works Division Manager, provided an update on modifications he and his crews have made to removing snow from downtown.

Mr. Boesen commented that he has received questions about the meeting not streaming on YouTube.

Chris Youngblut, IT Director, shared that there usually is a delay when the meeting airs live on YouTube but this appears to be a significant delay. He said the meeting is being recorded and will be uploaded as soon as it is available.

160834 - Feuss/Amos

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

CONSENT AGENDA

160835 - Feuss/Grieder

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

a. Resolutions to approve the following:

1. Resolution approving Finance Committee Invoice Summary Report, dated January 3, 2022, in the amount of $4,088,238.23, a copy of which is on file in the City Clerk's office, together with recommendation of approval of the Finance Committee.

   Resolution adopted and upon approval by Mayor assigned No. 2022-001.

2. Resolution approving the request of Emily Thompson, for tax exemptions on the construction of a new single family home valued at $406,621 for property located at 1443 Audubon Drive, and located in the City Limits Urban Revitalization Area (CLURA).

   Resolution adopted and upon approval by Mayor assigned No. 2022-002.

3. Resolution approving the request of Jason and Emily Dougherty, for tax exemptions on the construction of a new single family home valued at $370,000 for property located at 1620 Blue Wing Drive, and located in the City Limits Urban Revitalization Area (CLURA).

   Resolution adopted and upon approval by Mayor assigned No. 2022-003.

4. Resolution approving the request of Choyo Wilson-Daniel, for tax exemptions on the construction of a new single family home valued at $407,631 for property located at 1461 Audubon Drive, and located in the City Limits Urban Revitalization Area (CLURA).

   Resolution adopted and upon approval by Mayor assigned No. 2022-004.

5. Resolution approving the request of Nenud Dostunic, for tax exemptions on the construction of a new single family home valued at $323,756 for property located at 3350 Lincolnshire Road, and located in the City Limits Urban Revitalization Area (CLURA).

   Resolution adopted and upon approval by Mayor assigned No. 2022-005.

6. Resolution approving the request by the City of Waterloo to rename Hess Road to La Porte Road, between Shaulis Road and Grimm Street.

   Resolution adopted and upon approval by Mayor assigned No. 2022-006.

7. Resolution approving a request by the City of Waterloo to rename public street Dublin Drive to private street Dublin Drive, located east of 1422 Irish Drive.

   Resolution adopted and upon approval by Mayor assigned No. 2022-007.

8. Resolution setting date of public hearing as January 18, 2022 to authorize the sale and conveyance of a portion of a city-owned lot, located northerly of 1217 Sycamore Street, to Lola Montgomery, in the amount of $549.12, plus closing costs, and authorize the City Clerk to publish notice.

   Resolution adopted and upon approval by Mayor assigned No. 2022-008.

9. Resolution setting date of public hearing as January 18, 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, and instruct the City Clerk to publish notice.

   Resolution adopted and upon approval by Mayor assigned No. 2022-009.

10. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as February 3, 2022, and date of public hearing as February 7, 2022, in conjunction with the Five Sullivan Brothers Convention Center Plaza Renovation Project, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-010.

b. Motion to approve the following:

1.

Travel Requests				
Name & Title of Personnel	Class/Meeting	Destination	Date(s)	Amount not to Exceed
a. Lieutenants Charles Donohue and Jonathan Kieler and Firefighter Jonathan Eastman	Smoke Diver hosted by the Mississippi State Fire Academy	Jacksonville, MS	February 20-25, 2022	$2,713.00
b. Tim Andera, Economic Development Specialist	Heartland Economic Development Course	Blue Springs, MO	April 26-29, 2022	$1,745.00

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

Appointee	Board/Commission	Expiration Date	New or Re-Appointment
Mary Potter	Water Works Board	January 12, 2028	Re-Appointment
Tina Hummel	Community Development Board	August 14, 2023	New
Zach Hansen	Main Street Waterloo Redevelopment Authority	December 31, 2022	Re-Appointment
Samantha Meier	Main Street Waterloo Redevelopment Authority	December 31, 2024	New
Nicholas Hedrick	Main Street Waterloo Redevelopment Authority	December 31, 2024	New
Purvis Williams	Main Street Waterloo Redevelopment Authority	December 31, 2024	New
Brandon Alvarado	Main Street Waterloo Redevelopment Authority	December 31, 2022	New
Michael Huisman	Main Street Waterloo Redevelopment Authority	December 31, 2022	New
Brendon Wagner	Main Street Waterloo Redevelopment Board	December 31, 2022	New

Roll call vote-Ayes: Seven. Motion carried.

PUBLIC HEARINGS

160836 - Amos/Grieder

that proof of publication of notice of public hearing on a request by 3 Stooges, LLC, for a site plan amendment to the "M-2,P" Planned Industrial District to allow for the construction of three (3) new commercial buildings on their site on Martin Road, located north of 2010 West Ridgeway Avenue, as published in the Waterloo Courier on December 23, 2021, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

160837 - Amos/Grieder

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

160838 - Amos/Grieder

that "an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a site plan amendment to the "M-2,P" Planned Industrial District to allow for the construction of three (3) new commercial buildings on their site on Martin Road, located north of 2010 West Ridgeway Avenue", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

160839 - Amos/Grieder

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

160840 - Amos/Grieder

that "an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a site plan amendment to the "M-2,P" Planned Industrial District to allow for the construction of three (3) new commercial buildings on their site on Martin Road, located north of 2010 West Ridgeway Avenue", be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Seven. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5630.

RESOLUTIONS

160841 - Feuss/Amos

that "Resolution approving the Experience Waterloo Board recommendation for funding in the Partner and Event Hotel/Motel Tax Grant funds for third and fourth quarters of FY 2022, in the amount of $38,000", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Mr. Boesen questioned if we often fund through our Hotel/Motel events in Cedar Falls and if we have done it in the past.

Tavis Hall, Experience Waterloo Director, shared that in the past they will fund some events that occur in Cedar Falls at a lower amount because it also fills a number of Waterloo hotels.

Mr. Boesen questioned how the economic impact to Waterloo is determined.

Tavis Hall explained that the system does not calculate dollars spent separately between the two cities, so unfortunately it is a combined figure.

Resolution adopted and upon approval by Mayor assigned No. 2022-011.

160842 - Feuss/Amos

that "Resolution approving a Grant Agreement with Black Hawk Gaming, in the amount of $400,000, for the Cedar River Lighting Project, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-012.

160843 - Feuss/Amos

that "Resolution approving a Temporary Construction Easement Agreement with Sandra L. Utsler, Angela C. Lund and Danielle Utsler-Stone, in the amount of $394.94, in conjunction with reconstruction of the 11th Street Bridge located at 181 West 11th Street, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-013.

160844 - Boesen/Feuss

that "Resolution approving a Temporary Construction Easement Agreement with C and S Properties, LC, in the amount of $198.63, in conjunction with reconstruction of the 11th Street Bridge located at 185-189 West 11th Street, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-014.

160845 - Boesen/Feuss

that "Resolution approving a Temporary Construction Easement Agreement with Howard Allen Investments, Inc., in the amount of $1,808.61, in conjunction with reconstruction of the Park Avenue Bridge located at the northwest corner the Park Avenue Bride and the Cedar River, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-015.

160846 - Boesen/Feuss

that "Resolution approving a Temporary Construction Easement Agreement with U.S. Bank National Association, in the amount of $1,268.47, in conjunction with reconstruction of the Park Avenue Bridge located at the northwest corner the Park Avenue Bridge and the Cedar River, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-016.

160847 - Nichols/Feuss

that "Resolution approving an Acquisition Contract with Burk A. Miehe and Julianne D. Miehe, to acquire 0.81 acres of right-of-way and approving a temporary easement agreement for 0.36 acres, in the amount of $11,178, and up to $1,000 in closing costs, located north of 6216 Hammond Avenue, in conjunction with the Hammond Avenue Sink Creek Bridge Construction Project, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Mr. Boesen questioned what has caused the delay in the project and if there is a timetable on moving it forward faster.

Jamie Knutson, City Engineer, shared that much of the progress on the project has been delayed through property acquisition and permitting through DNR and FEMA. Best case is going to bid in the spring and worst case is going to bid in the fall of this year.

Resolution adopted and upon approval by Mayor assigned No. 2022-017.

160848 - Nichols/Feuss

that "Resolution approving a Professional Services Agreement with Strand Associates of Madison, Wisconsin, in an amount not to exceed $20,000, in conjunction with engineering services for the Wastewater Treatment Plant and Collection Systems Operations Project, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-018.

160849 - Nichols/Feuss

that "Resolution approving a request by the City of Waterloo for the Final Plat of Borwig Addition, a 6-lot residential subdivision located south of 203 Fairfield Street", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-019.

160850 - Amos/Feuss

that "Resolution approving construction plans for the Schoitz Addition Private Sanitary Sewer Extension Project, as submitted by Crawford Engineering & Surveying, Inc., of Independence, Iowa, and a Sewage Treatment Agreement, DNR Form 29 (Nov 00) with the Department of Natural Resources, and final acceptance of construction plans, subject to the review and acceptance by the Department of Natural Resources, and authorizing the Mayor to execute said documents", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-020.

160851 - Amos/Feuss

that "Resolution approving Amendment No. 6 to the Development Agreement with Central Property Holdings, LLC, originally executed August 17, 2017, to raise the minimum assessed value from $2.5 million to $4.0 million, and eliminate the mortgage on the property, for the All-In Grocers Project, and authorizing the Mayor and City Clerk to execute said documents", be adopted.

Noel Anderson, Community Planning and Development Director, provided an overview of the original development agreement and the changes that have been made through amendments. He explained how the increase in value was determined and noted that the development agreement includes reversionary language and rights that would protect the city.

Forest Dillavou, 1725 Huntington Road, commented that the city has already given $2 million dollars to the developer and if the mortgage is released then the property could be sold by the developer. He shared that the city has been paying interest on this project for five years. He stated that he is disappointed with the agreement especially when a city employee is getting some of the benefit.

Mayor Hart questioned the city's obligation and what happens if it cannot be built.

Noel Anderson provided an explanation of the city's reversionary rights.

David Dryer, 3145 W. 4th Street, shared that as a member of the American Legion Post #285 in Parkersburg; he shared how they carried out fundraising with the community and stayed on track and on time. Lack of progress with this project creates skepticism with the public. He added that he wants to see the building built but does not think the city should continue to extend and amend the agreement.

Mr. Boesen questioned the specifics of the reversionary language, the performance bond requirements and why are we only including $400,000 of the mortgage and not the $500,000 grant portion given to this project.

Noel Anderson provided clarity of the reversionary language.

Mr. Boesen commented on the requirements outlined in the development agreement and questioned if the city has received a performance bond in an amount not less than two million dollars.

Noel Anderson commented that is not sure off-hand and would have to check.

Mr. Boesen questioned if the financing for the project is contingent upon releasing our portion of the mortgage because he was of the understanding the financing had closed in the middle of December.

Noel Anderson explained there has been one closing and another set of documents are being finalized, and it is his understanding that the release of the mortgage was required for that second action.

Mr. Boesen questioned why the mortgage release did not come up to council previously when they were trying to secure financing in December.

Noel Anderson commented that he is uncertain why this information did not come forward earlier as he was just made aware.

Michelle Weidner, Chief Financial Officer, commented that the city has paid out $300,000 of the $500,000 grant and that they have invoices that have been paid to date.

Mr. Boesen explained that he is hesitate to vote on this without the information requested. He questioned if the city's investment includes the ten-year tax abatement s at eighty-percent.

Noel Anderson commented that he believes that it includes the rebate that was estimated.

160852 - Boesen/Feuss

To postpone to January 18 to get further information on the performance bond. Roll call vote-Ayes: Five. Nays: Two (Amos and Wilder). Motion carried.

160853 - Grieder/Feuss

that "Resolution appointing UMB Bank. N.A. of Kansas City, Missouri, to serve as Paying Agent, Bond Registrar, and Transfer Agent and approving the Paying Agent, Bond Registrar and Transfer Agent Agreement in conjunction with the $14,075,000 Taxable General Obligation Bonds, Series 2022A, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-021.

160854 - Grieder/Feuss

that "Resolution authorizing and providing for the issuance and levying a tax to pay the Bonds and Approval of the Continuing Disclosure Certificate, in conjunction with the $14,075,000 General Obligation Bonds, Taxable Series 2022A, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-022.

160855 - Feuss/Boesen

that the council adjourn to Executive Session at 6:26 p.m. Roll call vote-Ayes: Seven. Motion carried.

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

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

160856 - Feuss/Grieder

that the council adjourn Executive Session at 7:25 p.m. Voice vote-Ayes: Seven. Motion carried.

ADJOURNMENT

160857 - Feuss/Boesen

that the Council adjourn at 7:25 p.m. Voice vote-Ayes: Seven. Motion carried.

_____
Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Minutes of January 3, 2022, Special Session, as proposed.

City Council Meeting: 1/18/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Minutes of January 3, 2022 Special Session	Backup Material

Submitted by: Submitted By:

January 3, 2022

The Council of the City of Waterloo, Iowa, met in Special Session at City Hall Council Chambers, Waterloo, Iowa, at 5:25 p.m., on Monday, January 3, 2022. Mayor Quentin Hart in the Chair. Roll Call: Boesen, Nichols, Amos, Chiles, Grieder, Wilder, and Feuss, joined the meeting via Zoom.

Pledge of Allegiance: Jerome Amos, Ward 4 Council Member

City Clerk, Kelley Felchle, administered the Oath of Office to Mayor-Elect Quentin Hart.

160824 - Feuss/Boesen

that the Agenda, as proposed, for the Special Session on Monday, January 3, 2022, at 5:25 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

City Clerk, Kelley Felchle, administered the Oath of Office to Mayor-Elect Quentin Hart.

Mayor Hart administered the Oath of Office to re-elected 5th Ward Councilmember Ray Feuss.

Mayor Hart administered the Oath of Office to newly-elected At-Large Councilmember Rob Nichols.

Mayor Hart administered the Oath of Office to newly elected 3rd Ward Councilmember Nia Wilder.

Mayor Hart administered the Oath of Office to newly elected 1st Ward Councilmember John Chiles.

160825 - Amos/Feuss

that the Oaths of Office of the Mayor and City Council Members be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

160826 - Boesen/Amos

that Mayor Hart's recommendation of appointment of Ray Feuss, as Mayor Pro Tem, be received, placed on file and approved. Voice vote-Ayes: Seven. Motion carried.

160827 - Boesen/Amos

that Mayor Hart's recommendation of appointment of Pat Treloar as Chief of Fire Services, be received, placed on file and approved. Voice vote-Ayes: Seven. Motion carried.

160828 - Boesen/Amos

that Council Members' recommendation to appoint Kelley Felchle as City Clerk, be received, placed on file and approved. Voice vote-Ayes: Seven. Motion carried.

160829 - Boesen/Amos

that City Clerk, Kelley Felchle's, recommendation to appoint LeAnn Even as Deputy City Clerk, be received, placed on file and approved. Voice vote-Ayes: Seven. Motion carried.

160830 - Amos/Boesen

that Mayor Hart's recommendation of appointment of the following Council Standing Committees for 2022 - 2023 be received, placed on file and approved. Voice vote-Ayes: Seven. Motion carried.

Finance Committee
Chair: Ray Feuss
Vice Chair: Jerome Amos, Jr.
Member: Jonathan Grieder

ADJOURNMENT

160831 - Feuss/Amos

that the Council adjourn at 5:37 p.m. Voice vote-Ayes: Five. Motion carried.

Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Minutes of January 10, 2022, Special Session, as proposed.

City Council Meeting: 1/18/2022
Prepared:

ATTACHMENTS:

	Description	Type
🗋	Special Session Minutes of January 10, 2022	Backup Material

Submitted by: Submitted By:

January 10, 2022

The Council of the City of Waterloo, Iowa, met in Special Session at City Hall Council Chambers, Waterloo, Iowa, at 5:00 p.m., on Monday, January 10, 2022. Mayor Quentin Hart in the Chair. Roll Call: Boesen, Nichols, Amos, Chiles, Grieder, Wilder, and Feuss, joined the meeting via Zoom.

160858 - Feuss/Chiles

that the Agenda, as proposed, for the Special Session on Monday, January 10, 2022, at 5:00 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

160859 - Amos/Grieder

that "Resolution approving Amendment No. 6 to a Development Agreement and Minimum Assessment Agreement with Central Property Holdings, LLC, raising the minimum assessed value from $2.5 million to $4.0 million, for the All-In Grocers Project, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Noel Anderson, Community Planning and Development Director, explained that the minimum assessed value has requested to be raised, since a laundromat and public space have been added to the project, taking it from 18,000 square feet to 26,000 square feet.

Jeff Jacobi, 1207 Williston Avenue, commented that the reason he is speaking is because he has some concerns about the length of this project. He stated that he is concerned that this is the 6th amendment to the development agreement and questioned why a special session of the council was called shortly before the item was to appear on the agenda again. He shared that he understands supply chain problems as he deals with that at work however he expressed concern the project has taken so long to get going.

Forest Dillavou, 1725 Huntington Road, stated that he has concern with how long it has taken to get the project going. He stated that the public was told in 2017 that the project needed to hurry up to get the House of Hope moved. Now we're getting told that these items need to hurry up and get approved. He stated that doing this at a special session is also difficult for a lot of business people to make it to.

Todd Obadal, 124 Amity Drive, shared that this is being done as a special session at a special time that it is inconvenient for people who work. Only three people were able to attend in person from the public and those three people have all spoke. He questioned how much money has the city spent on this project and how much money will the city take in city taxes on a four million dollar project. He stated that he believes that the city will only get a few hundred thousand dollars on the project. He stated this is a requirement from the state code and it needs to be followed. He shared that Mr. Anderson got the property for $1.00 so all he would have to give back is $1.00. He further questioned when the property was put up to the public for a bid. He further does not understand why this is being done in a special session.

Noel Anderson, Community Planning and Development Director, shared that the city is meeting all of the provisions of the state code.

Mr. Amos commented that the reason he requested the special session is because there were questions about the city getting rid of the mortgage on the property. Having talked to Mr. Anderson, the city would be the subordinate mortgage holder and that was not made clear at the prior council meeting. He is concerned that if the project keeps getting pushed back, it will go away. People in the neighborhood want and need the grocery store. He stated that for him, living in Ward 4 and knowing the needs of Ward 4, it is important to hold this meeting to get this project started. He further shared that the rules were followed when calling the special session.

Michelle Weidner, Chief Financial Officer, clarified that a mortgage was placed on the property as a lien so that it could not be disposed of without building the building. The city did not pay anything off or release anything. Council elected to postpone that and the action tonight is to raise the minimum assessment of the project. The taxes should be about $144,000 per year based on a four million dollar minimum assessment.

Mr. Grieder questioned if the city assesses the project at $4 million dollars, would the city get more tax dollars than where it was originally assessed.

Michelle Weidner confirmed.

Mr. Grieder questioned what happens to the property as far as the city's financial responsibility if the project does not go through.

Noel Anderson shared that reversionary language in the development agreement allows the city to recoup the property and past grants.

Mr. Grieder questioned if any money is being exchanged at this meeting or if the developer is agreeing to pay more taxes.

Rodney Anderson, commented that he is agreeing to pay more taxes on the property that will be built and no exchange of monies here.

Mr. Grieder questioned if any council member is allowed to call a special session.

Kelley Felchle, City Clerk, explained that the rules of procedure require that four council members request a special session; otherwise the mayor is also able to request a special session. She stated that she had a conversation with Mr. Amos and the Mayor, and that Mr. Chiles, Mr. Nichols and Ms. Wilder all desired to have this special session as well.

Mr. Grieder clarified that Monday meetings do typically involve city business around the five o'clock hour, such as the Finance Committee meeting. He questioned if the city met the necessary time requirements to publish the meeting.

Kelley Felchle confirmed and noted that special sessions have been held about this time in the past. She confirmed that all state requirements were met for the timely notice of the special meeting.

Mr. Boesen questioned why this action could not wait until the January 18th regular session meeting and if there is another reason that this action is so urgent that it needs to be completed tonight.

Rodney Anderson commented that the size of the building went up 28 percent of square footage and that the minimum assessment needs to be increased.

Mr. Chiles commented that he has had numerous phone calls from the public questioning what exactly will be happening at this meeting. He said that once he had the opportunity to explain the purpose of the meeting, each of the callers were satisfied because they want to see this building built. He added that he appreciates that the revisionary language has been cleared up, there is no exchange of monies and that we are still protected.

Mr. Rodney Anderson commented that a week might not make a difference when the building is built, but with securing financing, it will make a difference.

Mr. Nichols commented that the reason why he voted no is that there was a misunderstanding that the city would be releasing the mortgage and that it would not have security.

Resolution adopted and upon approval by Mayor assigned No. 2022-023.

ADJOURNMENT

160860 - Grieder/Amos

that the Council adjourn at 5:29 p.m. Voice vote-Ayes: Seven. Motion carried.

_____

Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Minutes of January 11, 2022, Special Session, as proposed.

City Council Meeting: 1/18/2022
Prepared:

ATTACHMENTS:

	Description	Type
	1.11.2022 Special council minutes.docx	Backup Material

Submitted by: Submitted By:

January 11, 2022

The Council of the City of Waterloo, Iowa, met in Special Session at City Hall Council Chambers, Waterloo, Iowa, at 4:45 p.m., on Tuesday, January 11, 2022. Mayor Pro Tem Ray Feuss in the Chair. Roll Call: Boesen, Nichols, Amos, Chiles, Grieder, and Feuss, joined the meeting via Zoom. Absent: Wilder.

160861 - Feuss/Grieder

that the Agenda, as proposed, for the Special Session on Tuesday, January 11, 2022, at 4:45 p.m., be accepted and approved. Voice vote-Ayes: Six. Motion carried.

OTHER BUSINESS

106862 - Chiles/Grieder

that motion approving a new six-month Class C Liquor License for Absalom Lounge, 320 E. 4th Street, expiring on June 1, 2022 and does not include Sunday sales. Voice vote-Ayes: Six. Motion carried.

Mr. Boesen commented that this liquor license is currently on the draft January 18, 2022 agenda and questioned the reason why there is a rush to approve the application.

Mr. Amos commented that he had requested the special session originally when he requested the special session for January 11 but that the license was not included on the agenda. He explained that the reason he believes the application should be expedited is because the applicant is not able to sell at the establishment until the application is approved.

Mr. Boesen questioned if the application had expired.

Kelley Felchle, City Clerk, explained that the applicant had a six month license, which expired in November. The applicant did not file for a new license with the state until December and the license was submitted to Local Authority for review on the afternoon of December 30th. Due to the holiday, staff vacations, and timing, city staff would not be able to sign off on the application before the January 3rd meeting. The next available meeting to approve the license was January 18th.

Mr. Boesen questioned how long it normally takes an application to go through the city approval process. He also asked if this license has received the necessary approvals from city staff.

Kelley Felchle shared that if everything is in order and no issues are found during inspections, an application could get through city staff approval within one to three days.

ADJOURNMENT

106863 - Boesen/Grieder

that the Council adjourn at 4:56 p.m. Voice vote-Ayes: Seven. Motion carried.

_____

Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Proclamation declaring the National Observance of Dr. Martin Luther King Jr.'s Birthday on Monday, January 17, 2022.

City Council Meeting: 1/18/2022
Prepared:

ATTACHMENTS:

	Description	Type
	MLK Proclamation	Backup Material

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS, Dr. Martin Luther King, Jr., changed our Nation forever through his leadership, service, and clarity of vision. On the Martin Luther King, Jr. Federal Holiday, we honor the lasting legacy of this great American, remember the ideals for which he fought, and recommit ourselves to ensuring that our country's promise extends to all Americans across this great land; and

WHEREAS, Dr. King devoted his life to strengthening the content of the American character and called on our Nation to live up to its founding principles of life, liberty, and the pursuit of happiness for all its citizens; and

WHEREAS, Dr. King's faith gave him the courage to confront discrimination and segregation, and he preached that all the powers of evil are ultimately no match for even one individual armed with eternal truths. Through his determination, spirit, and resolve, Dr. King helped lift souls and lead one of the greatest movements in history for equality and freedom; and

WHEREAS, Our Nation has made progress toward realizing Dr. King's dream, yet the work to achieve liberty and justice for all is never-ending. We must continue to protect the rights won through the sacrifice of Dr. King and other civil rights leaders. Our Nation must never rest until equality is real, opportunity is universal and all citizens are empowered to realize their dreams; and

WHEREAS, As we observe Dr. King's birthday, I encourage all to celebrate his memory by performing acts of kindness through service to others. Let us live out Dr. King's teaching as we continue to work for the day when the dignity and humanity of every person is respected.

NOW, THEREFORE, I, Quentin Hart, Mayor of the City of Waterloo, do hereby call upon all citizens of Waterloo to join in the national observance of Dr. Martin Luther King, Jr.'s birthday on Monday, January 17, 2022, and encourage all to observe the day with appropriate civic, community and service programs and activities in honor of his life and legacy.

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

ATTEST:

CITY OF WATERLOO IOWA

Kelley Felchle
City Clerk

Quentin Hart
Mayor

CITY OF WATERLOO

Council Communication

Resolution approving cancellation of a sidewalk assessment for property located at 439 Beech Street, in the amount of $156.48, and authorize the City Clerk to notify Black Hawk County Treasurer of said cancellation.

City Council Meeting: 1/18/2022
Prepared:

ATTACHMENTS:

Description	Type
payment receipt - 11.4.2020	Backup Material

SUBJECT:	Resolution approving cancellation of a sidewalk assessment for property located at 439 Beech Street, in the amount of $156.48, and authorize the City Clerk to notify Black Hawk County Treasurer of said cancellation.
Submitted by:	Submitted By: Kelley Felchle, City Clerk
Summary Statement:	This property was assessed in error as payment had been made on 11/4/2020.

PAYMENT DATE
11/04/2020

COLLECTION STATION
BACK OFFICE 2

RECEIVED FROM
Randolph Creighton Jr

DESCRIPTION
35-0015574 439 Beech St

City of Waterloo
715 Mulberry St
Waterloo, IA 50703
(319) 291-4323

BATCH NO.
2021-05000460

RECEIPT NO.
2021-00004103

CASHIER
Ryan Stuber

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
PL43	(311)SIDEWALK ASSESSMENT 3443 010-07-7650 3443 Sidewalk Repair Fee $156.48	$156.48

Total Cash	**$0.00**
Total Check	**$0.00**
Total Charge	**$156.48**
Total Wire	**$0.00**
Total Other	**$0.00**
Total Remitted	**$160.78**
Change	**$0.00**
Total Received	**$156.48**

Total Amount: **$156.48**

Customer Copy

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as February 7, 2022 to authorize the 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 Agreement for the construction of a new maintenance facility, and authorize the City Clerk to publish notice.

City Council Meeting: 1/18/2022
Prepared: 1/5/2022

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:	Resolution setting date of public hearing as February 7, 2022 to authorize the 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 Agreement for the construction of a new maintenance facility, and authorize the City Clerk to publish notice.
Submitted by:	Submitted By: Noel Anderson, Community Planing and Development Director
Recommended Action:	Set date of hearing

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 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.

Summary Statement:	East – industrial buildings (Ryder, Deere), zoned “M-2,P” Planned Industrial District. West – industrial buildings (Gray), zoned "M-2,P" Planned Industrial District The proposed building is 116’ by 80’ in dimensions. It shows office areas, 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

Northeast Industrial Park Plat No. 1, Lot No. 8

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.

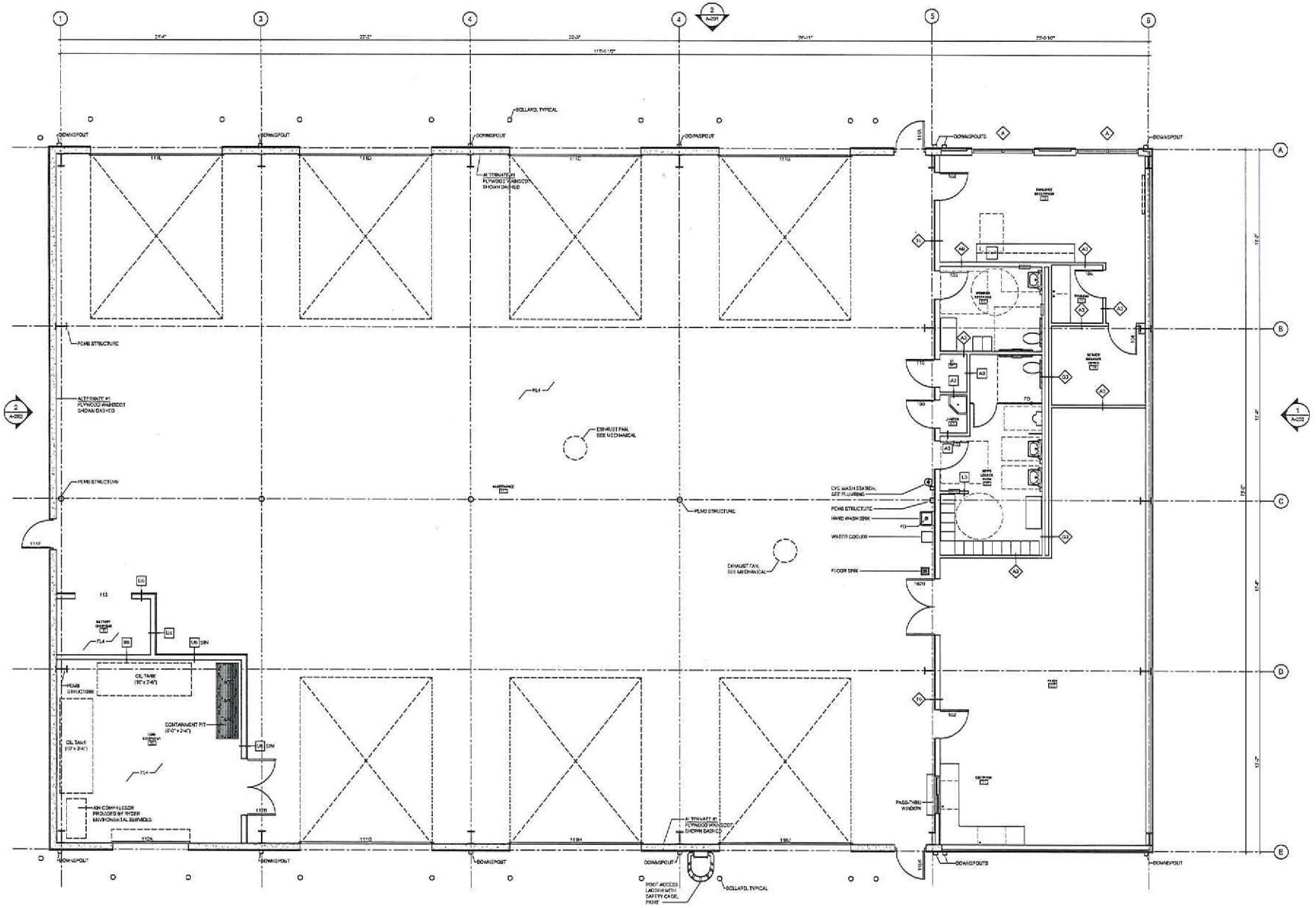
_____
Assessor for Black Hawk County, Iowa

_____
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

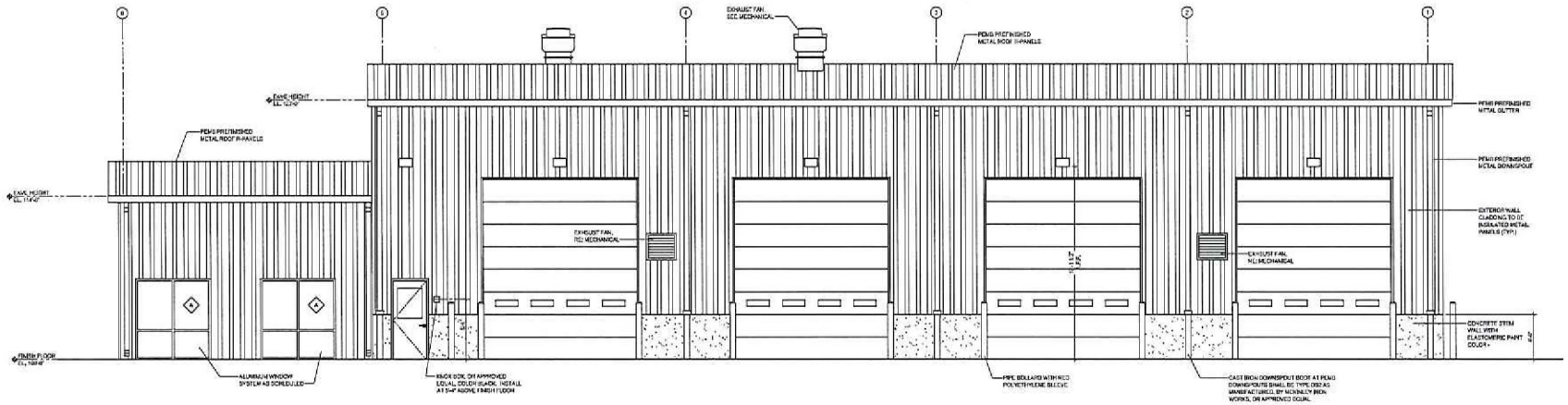
21120.00

0 4'-0" 8'-0"

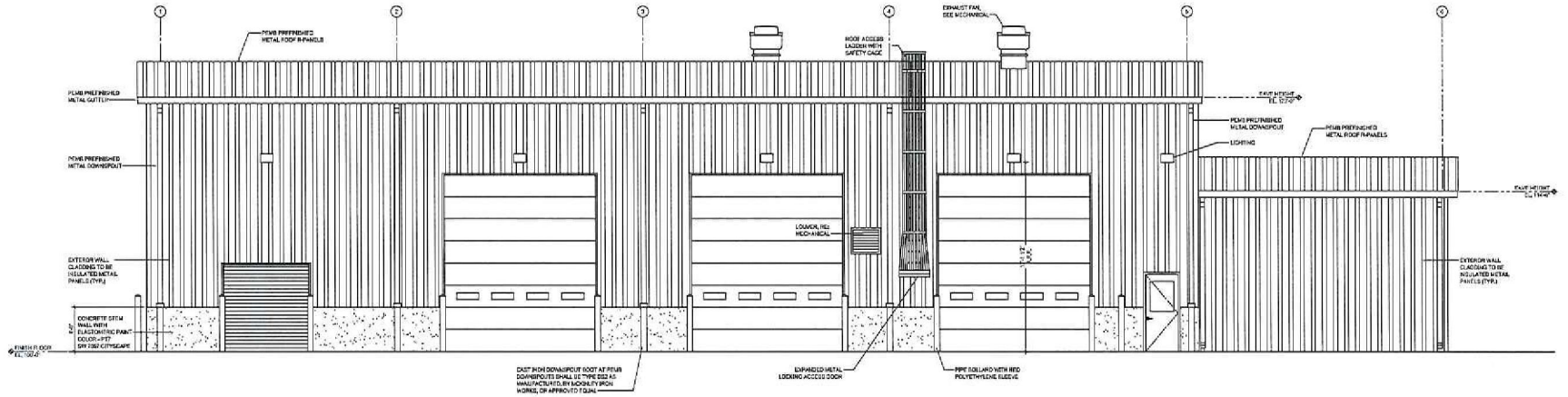
Floor Plan

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"

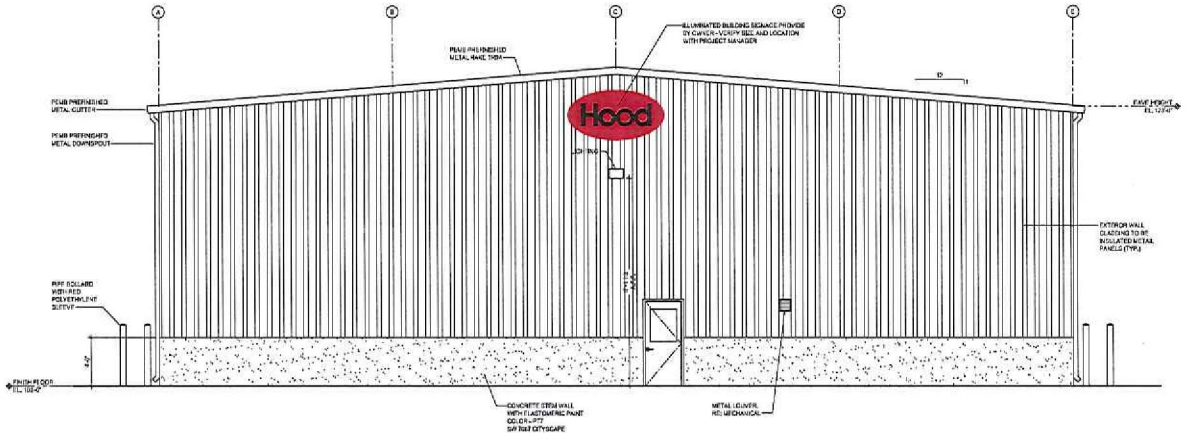
These documents may not be used for regulatory approval, permit or construction.

21120.00

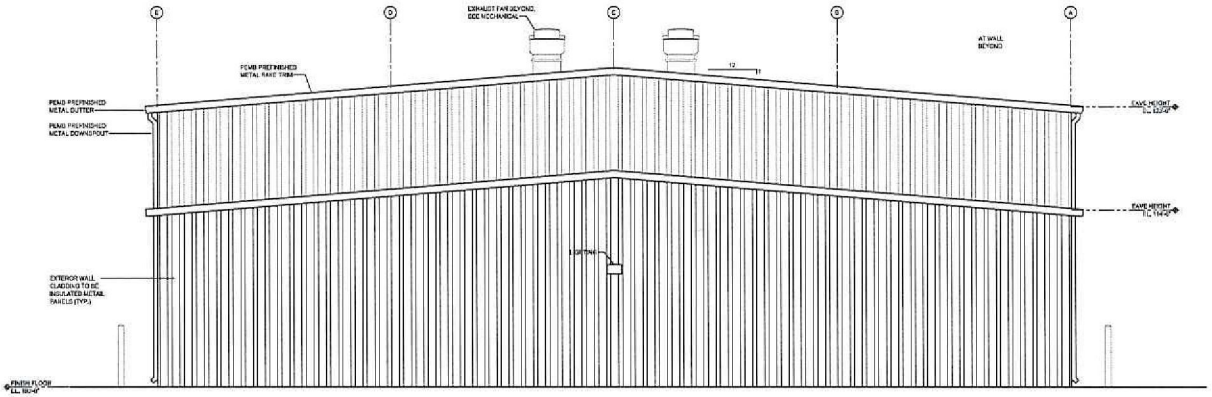
Exterior Elevations

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

BENNETT • BENNER PARTNERS
ARCHITECTURE • INTERIORS • PLANNING



2 WEST ELEVATION



1 EAST ELEVATION

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

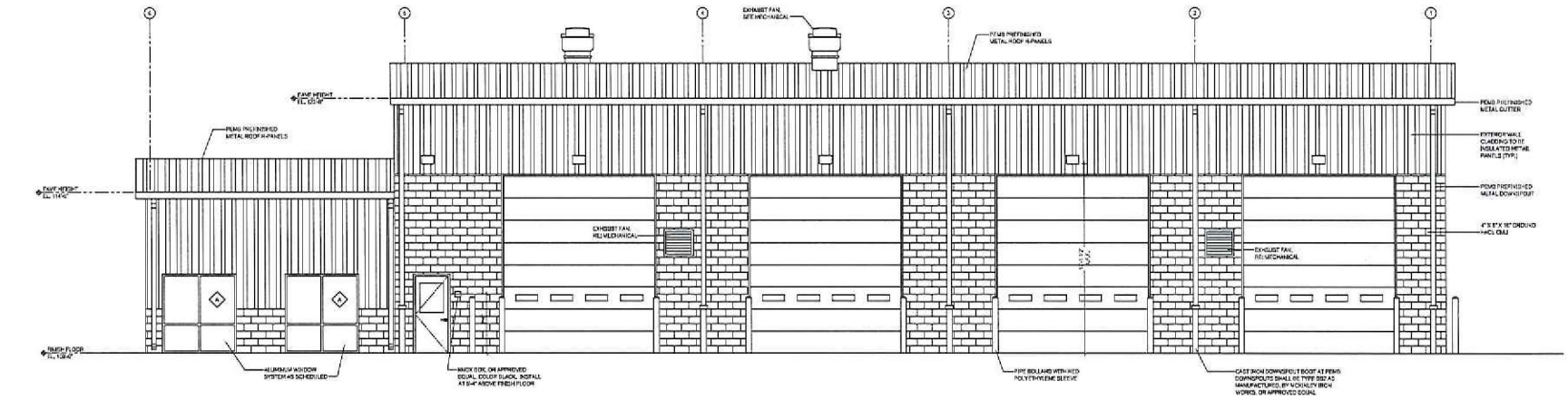
23 April 2021 3

21120.00

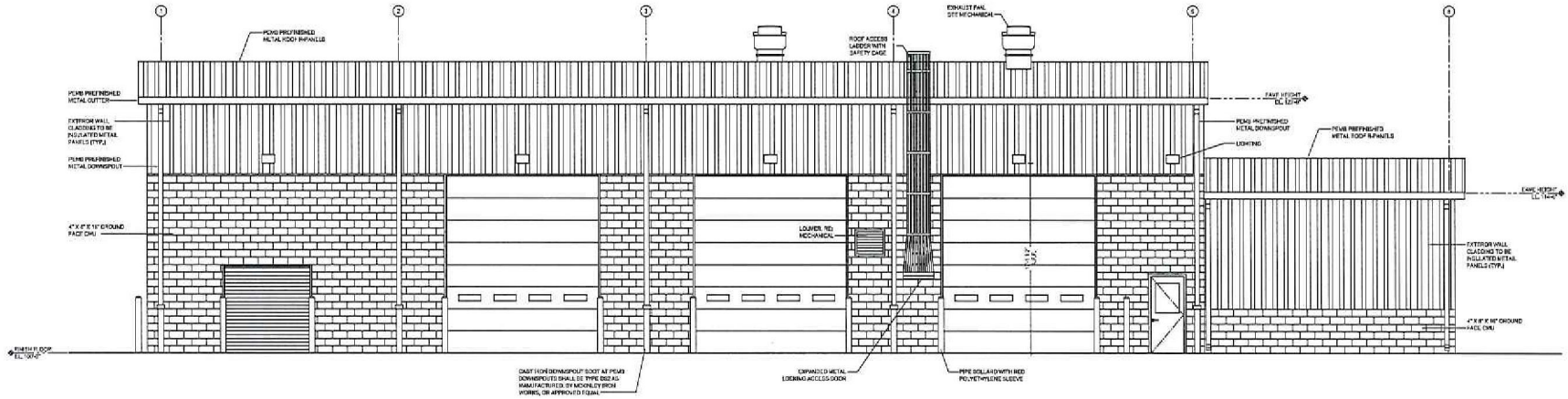
Exterior Elevations

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

BENNETT • BENNER PARTNERS
ARCHITECTURE • INTERIORS • PLANNING



2 NORTH ELEVATION
A201 0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"



1 SOUTH ELEVATION
A201 0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"

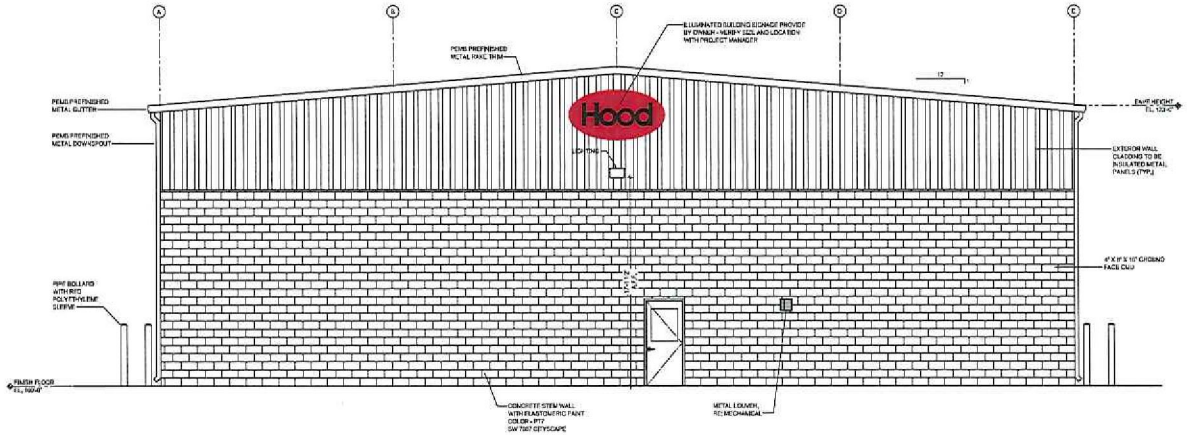
These documents may not be used for regulatory approval, permit or construction.

21120.00

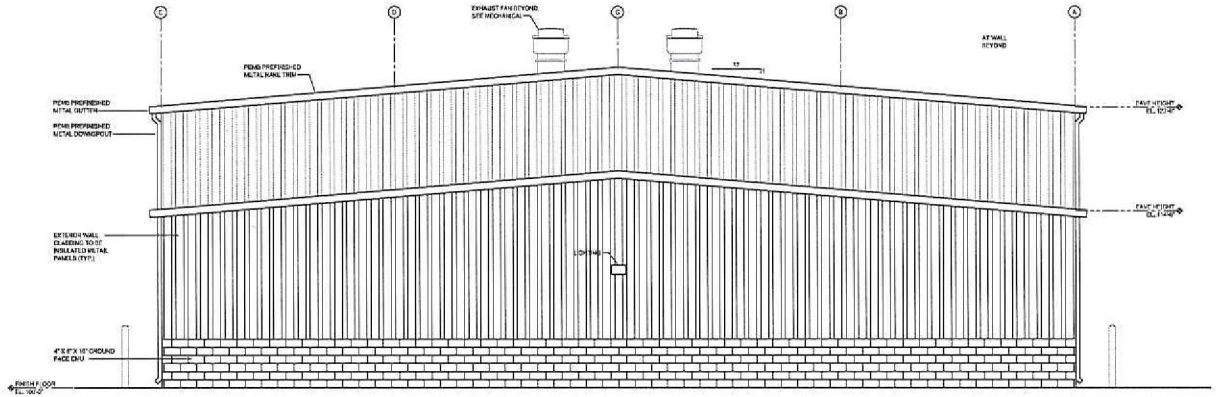
Exterior Elevations

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

BENNETT • BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING



2 WEST ELEVATION



1 EAST ELEVATION

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

23 April 2021 5

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

Resolution approving a Temporary Construction Easement Agreement with Hotel President Partners, LP in the amount of $100.00, in conjunction with the reconstruction of the Park Avenue Bridge located at the northwest corner of the Park Avenue Bridge and the Cedar River, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 1/18/2022
Prepared: 1/5/2022

ATTACHMENTS:

	Description	Type
🗋	Temporary Easement Agreement	Backup Material
🗋	Easement Plat	Backup Material

SUBJECT:	Resolution approving a Temporary Construction Easement Agreement with Hotel President Partners, LP in the amount of $100.00, in conjunction with the reconstruction of the Park Avenue Bridge located at the northwest corner of the Park Avenue Bridge and the Cedar River, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Transmitted is a request to enter into a temporary construction easement agreement with Hotel President Partners, LP in the amount of $100.00, in conjunction with reconstruction of the Park Avenue Bridge located at the northwest corner the Park Avenue Bride and the Cedar River. Attached is a map showing the area of the temporary construction easement and its dimensions. Replacement of the over 80 year old bridge will continue the ongoing efforts to continue to enhance Downtown Waterloo adding to all the other successes that have occurred over the years.
Neighborhood Impact:	Replacement of the Park Avenue Bridge will have a great impact on Downtown Waterloo and the current bridge is in need of many repairs.

Data/Analysis and Strategies:

Expenditure Required/Source of $100.00. Federal Bridge Grant, RISE, GO Bonds and Local Option Funds:

Prepared by Tim Andera, City of Waterloo, Waterloo, IA 50703. Phone (319) 291-4366

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (the "Agreement") is entered into as of _____, 2022 by and between Hotel President Partners, LP ("Grantor"), and the City of Waterloo, Iowa ("Grantee").

1. **Grant of Temporary Easement.** In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration in the amount of **$100.00** the receipt and sufficiency of which is hereby acknowledged Grantor does hereby grant and convey unto Grantee, and Grantee does hereby accept, a temporary easement for purposes relating to construction of the Improvements (the "**Temporary Easement**") in, to, upon, over, across, and beneath the real estate (the "**Temporary Premises**") as set forth on Exhibit "A" attached hereto and by this reference made a part hereof. The Temporary Easement shall expire upon conclusion of all construction, cleanup, and demobilization activities upon the Premises. The Premises and the Temporary Premises are collectively referred to as the "**Easement Premises**."

2. **Purpose.** The Premises is intended for use by Grantee, its employees, contractors and agents, to reconstruct the Park Avenue Bridge and utility improvements (the "**Improvements**"). It is the intention of the parties that Grantee shall assume all responsibility for the construction of the Improvements adjacent to the Premises, and that Grantor shall have no liability relating to the Easement or the Improvements except as may arise from the Grantor's own negligent acts or omissions or willful misconduct.

3. **Grantor Duties and Privileges.** Grantor shall deliver possession of the Easement Premises to Grantee, "as is, where is", without any representation or warranty as to the condition of same. Grantor shall have no duty to prepare the Easement Premises in any way for Grantee's use. Following transfer of possession of the Easement Premises, Grantor shall have no further duty or obligation with respect to the Easement Premises, except as set forth herein. Grantor may mow grasses and vegetation growing in the Premises, but may not conduct other activities upon the Premises without the prior written consent of Grantee.

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

HOTEL PRESIDENT PARTNERS, LP

By: _____

Title: Its Authorized Member

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

STATE OF CALIFORNIA)
) ss.
LOS ANGELES COUNTY)

Acknowledged before me on Dec 20, 2021, by Matthew Segerdal as Authorized Member of Hotel President Partners, LP

_____
Notary Public

BRYAN CORRADO
Notary Public -- California
Los Angeles County
Commission # 2229090
My Comm. Expires Feb 17, 2022

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on _____, 2022, by Quentin M. Hart and Kelley Felchle as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____
Notary Public

INDEX LEGEND

SURVEYOR & RETURN TO:
SETH A. WHITACRE, P.L.S.
MARTIN & WHITACRE
SURVEYORS & ENGINEERS, INC.
1508 BIDWELL ROAD
MUSCATINE, IOWA 52761
PHONE: 563-263-7691

SERVICE PROVIDED FOR:
CITY OF WATERLOO
316 EAST 5TH STREET
WATERLOO, IOWA 50703

SURVEY REQUESTED BY:
CITY OF WATERLOO

SURVEY LOCATED: PART OF LOT 10 OF P.J. MARTIN'S REPLAT AND LOT 3 BLOCK 4, ORIGINAL TOWN EAST SIDE OF CEDAR RIVER

PROPERTY OWNER:
HOTEL PRESIDENT PARTNERS, LP

SITE ADDRESS:
500 SYCAMORE ST
WATERLOO, IOWA 50703

DATE OF SURVEY:
02-12-21

BASIS OF BEARING:
IOWA STATE PLANE COORDINATE SYSTEM - NORTH ZONE (NAD83)

Exhibit "A"

ACQUISITION PLAT

OF TEMPORARY EASEMENT BEING CONVEYED TO THE CITY OF WATERLOO, IOWA

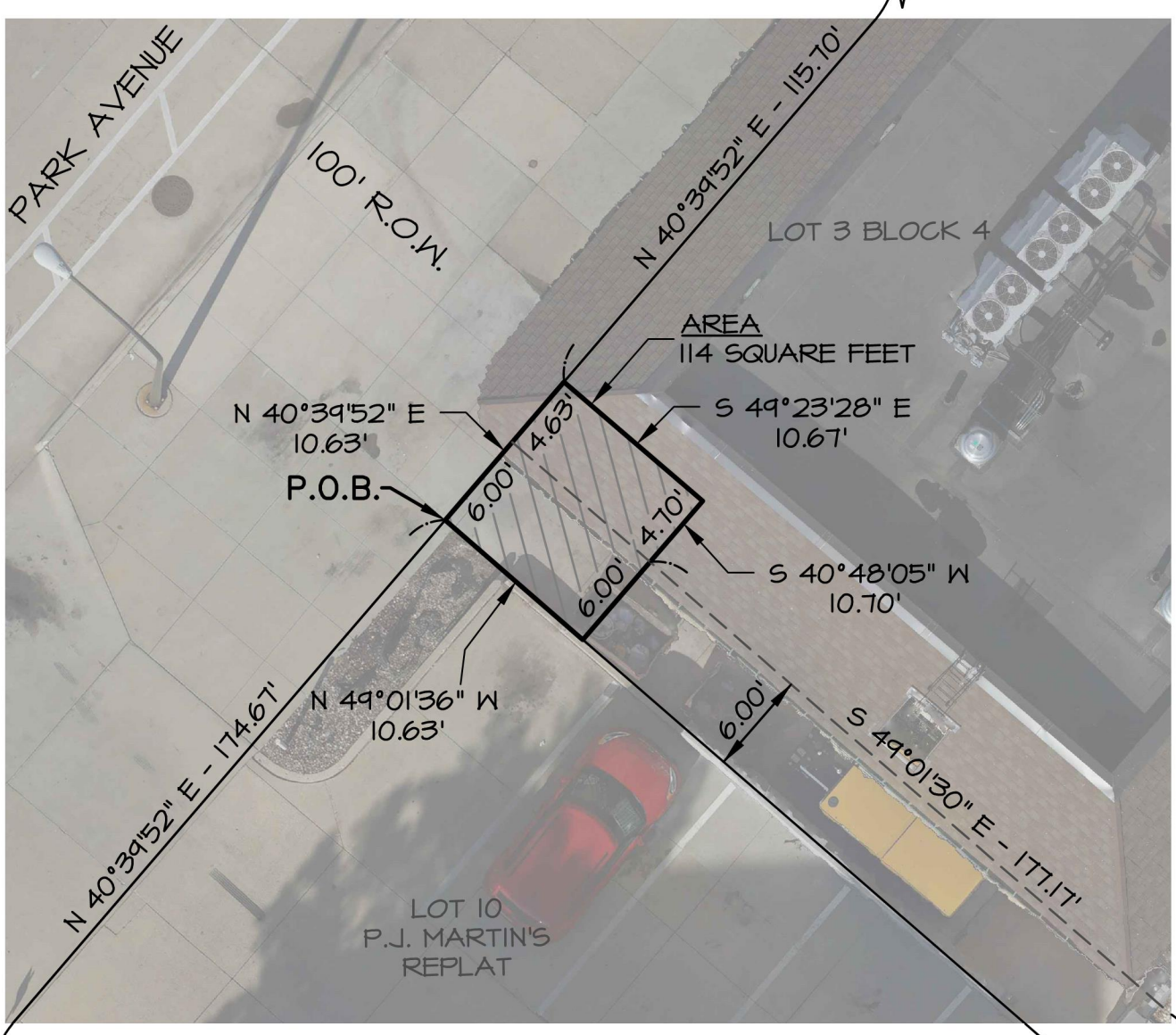
PARK AVENUE BRIDGE REPLACEMENT

LEGEND

- FOUND, AS NOTED
- TEMPORARY EASEMENT
- PROPERTY/ROW LINE
- ORIGINAL LOT LINE

north

10 0 10



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Seth A. Whitacre

Date 03/26/21 Reg. No. 18379

My license renewal date is December 31, 2022

Pages or sheets covered by this seal: 2

PROFESSIONAL LAND SURVEYOR
SETH A. WHITACRE
18379
IOWA

SURVEY COMPANY / RETURN TO:
Martin & Whitacre
Surveyors & Engineers, Inc.
1508 BIDWELL ROAD, MUSCATINE, IOWA 52761
INFO@MARTIN-WHITACRE.COM (563)263-7691

SURVEYOR: SETH A. WHITACRE

PROPRIETOR(S): HOTEL PRESIDENT PARTNERS, LP

REQUESTOR: CITY OF WATERLOO

LOCATION: LOT 10 P.J. MARTIN' S REPLAT AND LOT 3 BLOCK 4 ORIGINAL TOWN EAST SIDE OF CEDAR RIVER

SURVEY TYPE: TEMPORARY EASEMENT

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
8380	8380	1"=10'	MS	SAW	03/26/21	8590.20

REV. 0 | HOTEL PRESIDENT EASEMENT.DWG | SHEET 1 OF 2

Exhibit "A" Cont.

ACQUISITION PLAT

OF TEMPORARY EASEMENT BEING CONVEYED TO THE CITY OF WATERLOO, IOWA

PARK AVENUE BRIDGE REPLACEMENT

DESCRIPTION – TEMPORARY EASEMENT

THE EASEMENT GRANTED FOR CONSTRUCTION PURPOSES IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 3 OF BLOCK 4 AND PART OF LOT 10 OF P.J. MARTIN'S RE-PLAT OF LOTS 6, 7 AND 10 OF BLOCK 4 ALL IN THE ORIGINAL PLAT ON THE EAST SIDE OF THE CEDAR RIVER, IN THE CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 6 FEET SOUTHWESTERLY OF THE WESTERLY CORNER OF SAID LOT 3; THENCE NORTH 40°39'52" EAST 10.63 FEET; THENCE SOUTH 49°23'28" EAST 10.67 FEET; THENCE SOUTH 40°48'05" WEST 10.70 FEET; THENCE NORTH 49°01'36" WEST 10.637 FEET TO THE POINT OF BEGINNING; CONTAINING 114 SQUARE FEET, MORE OR LESS.

SURVEY COMPANY / RETURN TO:

Martin & Whitacre Surveyors & Engineers, Inc.

1508 BIDWELL ROAD, MUSCATINE, IOWA 52761

INFO@MARTIN-WHITACRE.COM (563)263-7691

SURVEYOR: SETH A. WHITACRE

PROPRIETOR(S): HOTEL PRESIDENT PARTNERS, LP

REQUESTOR: CITY OF WATERLOO

LOCATION: LOT 10 P.J. MARTIN' S REPLAT AND LOT 3 BLOCK 4 ORIGINAL TOWN EAST SIDE OF CEDAR RIVER

SURVEY TYPE: TEMPORARY EASEMENT

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
8380	8380	1"=10'	MS	SAW	03/26/21	8590.20

REV.		SHEET	OF
0	HOTEL PRESIDENT EASEMENT.DWG	2	2

CITY OF WATERLOO

Council Communication

Resolution approving award of bid to Lodge Construction, Inc., of Clarksville, Iowa, in an amount not to exceed $1,281,571.05, and approving the contract, bond, and certificate of insurance, in conjunction with FY 2021 Cedar River Marina and Recreational Enhancements, DOT Project No. TAP-U-8155(768)--8I-07, Contract No. 1011, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 1/18/2022
Prepared: 1/5/2022

SUBJECT:	Resolution approving award of bid to Lodge Construction, Inc., of Clarksville, Iowa, in an amount not to exceed $1,281,571.05, and approving the contract, bond, and certificate of insurance, in conjunction with FY 2021 Cedar River Marina and Recreational Enhancements, DOT Project No. TAP-U-8155(768)--8I-07, Contract No. 1011, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Wayne Castle, PLS, PE, Associate Engineer
Summary Statement:	IDOT opened the bids on December 21, 2021 Engineer's Estimate: $1,209,428.93 Six bids received from: Lodge Construction Inc. Clarksville, IA $1,281,571.05 Peterson Contractors Inc. Reinbeck, IA $1,281,955.58 Owen Contracting, Inc. Cedar Falls, IA $1,438,019.60 Vieth Construction Corp. Cedar Falls, IA $1,472,149.62 Midwest Concrete, Inc. Peosta, IA $1,542,902.15 Boulder Contracting, LLC. Grundy Center, IA $1,568,320.10 Average bid: $1,430,386.35
Implementation, Accountability, and Communication:	

CITY OF WATERLOO

Council Communication

Resolution approving award of bid to Young Plumbing & Heating Company of Waterloo, Iowa, in the amount of $54,900, and approving the contract, bonds and certificate of insurance, in conjunction with the Waterloo Center of the Arts-Youth Pavilion Phase I Boiler Project, and authorizing the Mayor and City Clerk to execute said documents.

City Council Meeting: 1/18/2022
Prepared: 1/5/2022

ATTACHMENTS:

	Description	Type
🗋	Agreement-WCA Yth Pavilion Boiler	Backup Material

SUBJECT:	Resolution approving award of bid to Young Plumbing & Heating Company of Waterloo, Iowa, in the amount of $54,900, and approving the contract, bonds and certificate of insurance, in conjunction with the Waterloo Center of the Arts-Youth Pavilion Phase I Boiler Project, and authorizing the Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Third day of January in the year Two Thousand Twenty-Two
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Waterloo
715 Mulberry Street, Waterloo, IA 50703
Telephone Number: 319-291-4323

and the Contractor:
(Name, legal status, address and other information)

Young Plumbing & Heating Co.
750 S Hackett Rd., PO Box 1077, Waterloo, IA 50701
Telephone Number: 319-234-4411

for the following Project:
(Name, location and detailed description)

Waterloo Center of the Arts Youth Pavilion Phase 1 Boiler Replacement
225 Commercial St, Waterloo, IA 50701
Replacing existing boiler with new boiler.

The Architect:
(Name, legal status, address and other information)

MODUS Engineering
214 East 4th Street, Waterloo, IA 50703
Telephone Number: 319-235-0650

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:43:49 ET on 01/04/2022 under Order No.0594029435 which expires on 01/07/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (3B9ADA41)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init. / AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:43:49 ET on 01/04/2022 under Order No.0594029435 which expires on 01/07/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (3B9ADA41)

(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: March 1, 2022.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Fifty-Four Thousand Nine Hundred Dollars and Zero Cents ($ 54900.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
General Allowance	$5,000

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:43:49 ET on 01/04/2022 under Order No.0594029435 which expires on 01/07/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (3B9ADA41)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

Init.
/

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:43:49 ET on 01/04/2022 under Order No.0594029435 which expires on 01/07/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (3B9ADA41)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:43:49 ET on 01/04/2022 under Order No.0594029435 which expires on 01/07/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (3B9ADA41)

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Greg Ahlhelm
715 Mulberry Street, Waterloo, IA 50703
Telephone Number: 319-291-4323

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Travis Young
750 S Hackett Rd., PO Box 1077, Waterloo, IA 50701
Telephone Number: 319-234-4411

Init.
/

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:43:49 ET on 01/04/2022 under Order No.0594029435 which expires on 01/07/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (3B9ADA41)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
See attached document		

.6 Specifications

Section	Title	Date	Pages
See attached document			

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	12/16/2021	1 Page

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:43:49 ET on 01/04/2022 under Order No.0594029435 which expires on 01/07/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (3B9ADA41)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Quentin M. Hart, City of Waterloo - Mayor	Travis Young, Owner
(Printed name and title)	*(Printed name and title)*

Init.
/

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:43:49 ET on 01/04/2022 under Order No.0594029435 which expires on 01/07/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (3B9ADA41)

CITY OF WATERLOO

Council Communication

Resolution approving award of bid to Peters Construction of Waterloo, Iowa in the amount of $97,997.00, approving the contract, bonds and certificate of insurance, in conjunction with the FY 2022 Anaerobic Lagoon Blower Building Interim Repairs, Contact No. 1060, and authorizing the Mayor to execute said document.

City Council Meeting: 1/18/2022
Prepared: 1/5/2022

ATTACHMENTS:

Description	Type
Operations Supervisor Memo	Backup Material
Bid tab	Backup Material
Recomendation Letter	Backup Material
Peters Construction	Backup Material
Contract 1060	Backup Material

SUBJECT:	Resolution approving award of bid to Peters Construction of Waterloo, Iowa in the amount of $97,997.00, approving the contract, bonds and certificate of insurance, in conjunction with the FY 2022 Anaerobic Lagoon Blower Building Interim Repairs, Contact No. 1060, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Brian Bowman, Treatment Operations Supervisor
Recommended Action:	Approve award of bid

Expenditure Required/Source of Funds: $97,997.00/ sewer funds

CITY OF WATERLOO, IOWA

WASTE MANAGEMENT SERVICES DEPARTMENT

3505 Easton Ave. ▪ Waterloo, IA 50702 ▪ (319) 291-4553

Brian Bowman, Operations Supervisor

January 6, 2022

Memo to Waterloo Mayor and City Council:

RE: F.Y. 2022 Anaerobic Lagoon Blower Building Interim Repairs-City Contract 1060

Background Discussion: The Anaerobic Lagoon was constructed in the 1990s, and aging infrastructure in the Blower Building is in need of replacement. The tasks laid out in this City Contract involves replacement of doors, windows, seals, HVAC- Ventilation Systems, masonry work, electrical work and includes a new methane monitoring system to integrate with the current SCADA system. A total of four (4) bids were received for this project, with Peters Construction the apparent low bidder.

Recommended Action: It is recommended that City Council approve and award City Contract 1060 to low bidder, Peters Construction Corporation, in the amount of $97,997.00

FY 2022 ANAEROBIC LAGOON BLOWER BUILDING INTERIM REPAIRS

City of Waterloo Project No.: 1060
AECOM Project No.: 60669448

				Peters Construction		WRH, Inc.		Failor Hurley		Woodruff Construction	
Item No.	Item	Unit	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Door Installation	EA	2.0	$ 4,850.00	$ 9,700.00	$ 4,000.00	$ 8,000.00	$ 4,000.00	$ 8,000.00	$ 5,215.00	$ 10,430.00
2	Window Installation	EA	2.0	$ 720.00	$ 1,440.00	$ 1,000.00	$ 2,000.00	$ 1,400.00	$ 2,800.00	$ 655.00	$ 1,310.00
3	Concrete Masonry	LS	1.0	$ 2,760.00	$ 2,760.00	$ 1,500.00	$ 1,500.00	$ 1,800.00	$ 1,800.00	$ 1,990.00	$ 1,990.00
4	Surface Epoxy	LS	1.0	$ 8,800.00	$ 8,800.00	$ 8,000.00	$ 8,000.00	$ 7,600.00	$ 7,600.00	$ 10,560.00	$ 10,560.00
5	Perimeter Ceiling Joint Repair	LS	1.0	$ 1,000.00	$ 1,000.00	$ 6,000.00	$ 6,000.00	$ 1,100.00	$ 1,100.00	$ 1,850.00	$ 1,850.00
6	Air Conditioning Installation	LS	1.0	$ 23,100.00	$ 23,100.00	$ 32,000.00	$ 32,000.00	$ 57,200.00	$ 57,200.00	$ 26,680.00	$ 26,680.00
7	Fan Installation	LS	1.0	$ 22,100.00	$ 22,100.00	$ 24,000.00	$ 24,000.00	$ 31,900.00	$ 31,900.00	$ 22,300.00	$ 22,300.00
8	Electrical Conduits & Wiring	LS	1.0	$ 14,000.00	$ 14,000.00	$ 17,000.00	$ 17,000.00	$ 14,700.00	$ 14,700.00	$ 34,320.00	$ 34,320.00
9	Mobilization	LS	1.0	$ 15,097.00	$ 15,097.00	$ 10,000.00	$ 10,000.00	$ 6,500.00	$ 6,500.00	$ 29,180.00	$ 29,180.00
			Total Bid		**$ 97,997.00**		**$ 108,500.00**		**$ 131,600.00**		**$ 138,620.00**
			Completion Date	**September 29, 2022**		**July 31, 2022**		**November 15, 2022**		**September 31, 2022**	
										October 1, 2022	

AECOM
501 Sycamore Street
Suite 222
Waterloo, Iowa 50703
www.aecom.com

319-232-6531 tel
319-232-0271 fax

January 5, 2022

Mr. Brian Bowman
Waste Management Services Department
3505 Easton Avenue
Waterloo, Iowa 50702

Subject: **FY 2022 Anaerobic Lagoon Blower Building Interim Repairs Project**
Bid Opening
City Project No. 1060
AECOM #60669448

Dear Mr. Bowman:

On Wednesday, January 5, 2022, at 9:30 a.m., bids were received and opened for the FY 2022 ANAEROBIC LAGOON BLOWER BUILDING INTERIM REPAIRS PROJECT. A total of four (4) bids were received, with Peters Construction Corporation the apparent low bidder:

	Base Bid	Completion Date
Peters Construction Corporation	$97,997.00	September 2, 2022
WRH, Inc.	$108,500.00	July 31, 2022
Failor Hurley	$131,600.00	November 15, 2022
Woodruff Construction	$138,620.00	October 1, 2022

The Engineer's Estimate for this project was $97,200.00. Peters Construction Corporation of Waterloo, Iowa, submitted the low bid in the amount of $97,997.00, with a completion date of September 2, 2022.

We recommend acceptance of the lowest bid from Peters Construction Corporation in the amount of $97,997.00 since the completion date is prior to the anticipated cold weather and a little over a month after the earliest completion date submitted by WRH, Inc.

If you have any questions, please feel free to contact me.

Yours sincerely,

Michelle Sweeney

Michelle Sweeney, PE, PTOE
Project Engineer

L:\DCS\Projects\TRN\60669448_Anaerobic_Lagoon_Repair\600_Construction_Support\615_BID SUBMITTALS ON LAGOON REPAIR\2021-01-05 Recommendation Letter.docx

Revised per Addendum #4

FORM OF BID OR PROPOSAL
F.Y. 2022 ANAEROBIC LAGOON BLOWER BUILDING INTERIM REPAIRS
CITY OF WATERLOO, IOWA
CITY CONTRACT NO. 1060

Honorable Mayor and City Council
Waterloo, Iowa

1. The undersigned, being a Corporation existing under the laws of the State of Iowa, a Partnership consisting of the following partners: Bradley F Best - President of S Corp, having familiarized (himself) (themselves) (itself) with the existing conditions on the project area affecting the cost of the work, and with the General Specifications and Project Specifications, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment, and services, including utility and transportation services required to construct and complete this **F.Y. 2022 ANAEROBIC LAGOON BLOWER BUILDING INTERIM REPAIRS Contract No. 1060**, all in accordance with the General Specifications and Project Specifications and for the unit prices for work in place for the following items:

BID ITEM	DESCRIPTION	UNIT	EST QTY	UNIT BID PRICE	TOTAL BID PRICE
1	Door Installation	EA	2.0	$ 4850.00	$ 9,700.00
2	Window Installation	EA	2.0	$ 720.00	$ 1,440.00
3	Concrete Masonry	LS	1.0	$ 2,760.00	$ 2,760.00
4	Surface Epoxy	LS	1.0	$ 8,800.00	$ 8,800.00
5	Perimeter Ceiling Joint Repair	LS	1.0	$ 1,000.00	$ 1,000.00
6	Air Conditioning Installation	LS	1.0	$ 23,100.00	$ 23,100.00
7	Fan Installation	LS	1.0	$ 22,100.00	$ 22,100.00
8	Electrical Conduits & Wiring	LS	1.0	$ 14,000.00	$ 14,000.00
9	Mobilization	LS	1.0	$ 15,097.00	$ 15,097.00

TOTAL BID AMOUNT $ 97,997.00

ESTIMATED COMPLETION DATE 9/2/2022

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

3. In submitting this bid, the bidder understands that the right is reserved by the City of Waterloo, Iowa, to reject any or all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond and certificate of the insurance within ten (10) days after the agreement is presented to him for signature, and start work within ten (10) days after "Notice to Proceed" is issued.

4. ~~Security in the sum of _____ Dollars ($_____) in the form of _____, is submitted herewith in accordance with the INSTRUCTIONS TO BIDDERS.~~

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

6. Attached hereto is a Bidders Status Form.

7. The bidder is prepared to submit a financial and experience statement upon request.

Revised per
Addendum #4

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

Addendum No.	1	Date	12/23/2021
Addendum No.	2	Date	12/28/2021
Addendum No.	3	Date	12/30/2021
Addendum No.	4	Date	1/4/2022

9. The bidder shall list the MBE/WBE subcontractor(s), amount of subcontracts and bid items on the City of Waterloo Minority and/or Women Business Pre-bid Contact Information Form submitted with this Form of Bid or Proposal. The apparent low Bidder shall submit a list of all other Subcontractor(s) to be used on this Project to the City of Waterloo by 5:00 p.m. the business day following the day Bids on this Project are due along with the Non-Collusion Affidavits of All Subcontractor(s).

   The Contractor shall submit information on subcontractors on "SUBCONTRACTOR REQUEST AND APPROVAL" Form to be provided by City prior to approval of contract.

   The subcontractors listed on this proposal and/or submitted to the Contract Compliance Officer cannot be changed except for the following reasons:

   1) The City of Waterloo does not approve the subcontractors.

   2) The subcontractors submit in writing that they cannot fulfill their subcontracts.

10. The bidder has filled in all blanks on this proposal. Those blanks not applicable are marked "none" or "NA".

11. The bidder has attached all applicable forms.

12. The Owner reserves the right to select alternates, delete line items, and/or to reduce quantities prior to the award of a contract due to budgetary limitations.

SUBMITTED BY: **Peters Construction Corporation**
(Bidder)

901 Black Hawk Rd Waterloo, IA
(Address)

SIGNED BY: Bradley F. Best - President

President **1/5/2022**
(Title) (Date)

ACCEPTED BY CITY OF WATERLOO:

SIGNED BY: _____

_____
(Title) (Date) (Date)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Iowa)
)ss
County of Black Hawk)

Bradley F Best, being first duly sworn, deposes and says that:

1. He is (Owner, Partner, Officer, Representative, or Agent), of Peters Construction Corporation, the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in the Proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Bradley F. Best - President

President
Title

Subscribed and sworn to before me this 5th day of January, 2022

Rachael Brenden - Notary
Title

My commission expires 10.25.22.

RACHAEL BRENDEN
COMMISSION NO.765262
MY COMMISSION EXPIRES
10.25.22

EQUAL OPPORTUNITY CLAUSE

(As provided in Executive Order No. 11246)

All contractors, subcontractors, vendors and suppliers of goods and services doing business with the City and value of said business equals or exceeds ten thousand dollars ($10,000.00) annually agree as follows:

1. The contractors, subcontractor, vendor and supplier of goods and services will not discriminate against any employee or applicant for employment because of race, color, creed, sex, national origin, economic status, age, mental or physical handicap, political opinions or affiliations. The contractor, subcontractor, vendor and supplier will develop an Affirmative Action program to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin, religion, economic status, age, mental or physical disability, political opinions or affiliations. Such actions shall include but not be limited to the following:

    a. Employment
    b. Upgrading
    c. Demotion or Transfer
    d. Recruitment and Advertising
    e. Layoff or Termination
    f. Rates of Pay or Other Forms of Compensation
    g. Selection for Training Including Apprenticeship

2. The contractor, subcontractor, vendor and supplier of goods and services will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, religion, economic status, age, mental or physical disabilities, political opinion or affiliations.

3. The contractor, subcontractor, vendor and supplier or his/her collective bargaining representative will send to each labor union or representative of workers which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of the contractor's commitment under this section.

4. The contractor, subcontractor, vendor and supplier of goods and services will comply with all published rules, regulations, directives, and order of the City of Waterloo Affirmative Action Program Contract Compliance Provisions.

5. The contractor, subcontractor, vendor and supplier of goods and services will furnish and file compliance reports within such time and upon such forms as provided by the Affirmative Action Officer. Said forms will elicit information as to the policies, procedures, patterns, and practices of each subcontractor as well as the contractor himself/herself and said contractor, subcontractor, vendor and supplier will permit access to his/her employment books, records and accounts to the City's Affirmative Action Officer, for the purpose of investigation to ascertain compliance with this contract and with rules and regulations of the City's Affirmative Action Program—Contract Compliance Provisions relative to Resolution No. 24664.

6. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations and orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized by the City Council.

7. The contractor, subcontractor, vendor and supplier of goods and services will include, or incorporate by reference, the provisions of the non-discrimination clause in every contract,

subcontract or purchase order unless exempted by the rules, regulations or orders of the City's Affirmative Action Program, and will provide in every subcontract, or purchase order that said provisions will be binding upon each contractor, subcontractor, or supplier.

8. We, the undersigned, recognize that we are morally and legally committed to non-discrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, creed, color, sex, national origin, economic status, age, mental or physical disabilities.

(Signed) Bradley F. Best President
(Appropriate Official)

President
(Title)

1/5/2022
(Date)

TITLE VI CIVIL RIGHTS

During the performance of this contract, the contractor (for itself), its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall allow access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Contracting Authority, the Iowa DOT, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Contracting Authority, the Iowa DOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Contracting Authority, the Iowa DOT, or the FHWA shall impose such contract sanctions as they may determine to be appropriate, including, but not limited to:

    a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
    b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Contracting Authority, the Iowa DOT, or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event of a contractor becomes involved in, or it threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Contracting Authority or the Iowa DOT to enter into such litigation to protect the interests of the Contracting Authority or the Iowa DOT; and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

THIS PAGE LEFT BLANK INTENTIONALLY

Bidder Status Form

To be completed by all bidders — Part A

Please answer "Yes" or "No" for each of the following:

- [X] Yes [ ] No — My company is authorized to transact business in Iowa. *(To help you determine if your company is authorized, please review the worksheet on the next page).*
- [X] Yes [ ] No — My company has an office to transact business in Iowa.
- [X] Yes [ ] No — My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- [X] Yes [ ] No — My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- [X] Yes [ ] No — My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders — Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 01 / 01 / 1994 to 01 / 05 / 2022 Address: 901 Black Hawk Road

City, State, Zip: Waterloo, Iowa 50701

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____

City, State, Zip: _____

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders — Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

_____

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? [ ] Yes [ ] No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

_____

_____

You may attach additional sheet(s) if needed.

To be completed by all bidders — Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Peters Construction Corporation

Signature: Bradley F. Best – President Date: 01/05/2022

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

☒ Yes ☐ No	My business is currently registered as a contractor with the Iowa Division of Labor.
☐ Yes ☒ No	My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
☐ Yes ☒ No	My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
☒ Yes ☐ No	My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
☐ Yes ☒ No	My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
☐ Yes ☒ No	My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
☐ Yes ☒ No	My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
☐ Yes ☒ No	My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
☐ Yes ☒ No	My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
☐ Yes ☒ No	My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
☐ Yes ☒ No	My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

Revised February 2003

CONTRACTOR'S OR SUBCONTRACTOR'S AFFIRMATIVE ACTION PROGRAM

Check box that applies to party completing program:

(X) General Contractor
( ) Subcontractor

I. Section A to be completed by **GENERAL CONTRACTORS** only:

A.

Name of Company Peters Construction Corporation

Address of Company 901 Black Hawk Rd Waterloo, IA Zip 50701

Telephone Number (319) 236-2003

Federal ID Number (if no Federal ID Number, Owner/President's Social Security Number)

Name of Project F.Y. 2022 Anaerobic Lagoon Blower Building Interim Repairs

Project Contract Number #1060

Estimated Construction Work Dates _____/_____
Start Finish

Section B to be completed by **SUBCONTRACTORS** only:

B.

Name of General or Prime Contractor _____

Name of Subcontractor _____

Subcontractor's Address _____ Zip _____

Subcontractor's Telephone Number (____) _____

Subcontractor's Federal ID Number (if no Federal ID Number Owner/President's Social Security Number) _____

Name of Equal Employment Officer _____

C. Remainder of program to be completed by party completing program, either Prime or Subcontractor.

1. The Owners and/or Principals of your company:

Name	Address	Position	Sex	Ethnic Origin
Bradley F Best	901 Black Hawk Rd	President	Male	White

19 other employee owners are part of the S Corp

2. Other Areas of Interest:

If your company has branches or subsidiaries, or if your company is a branch or subsidiary of a parent organization, give the following information:

Name	Address	Affiliation	Type of Degree
	NA		

II. EMPLOYER'S POLICY (Please read carefully.)

A. We, the undersigned, recognize that we are morally and legally committed to nondiscrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, color, creed, sex, national origin, economic status, age, mental or physical handicap.

B. The employment policies and practices of the undersigned are to recruit and hire employees without discrimination, and to treat them equally with respect to compensation and opportunities for advancement, including training, upgrading, promotion, and transfer. However, we realize the inequities associated with employment training, upgrading, contracting and subcontracting for minorities and women and we will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our SUBCONTRACTORS and suppliers.

C. We submit this program to assure compliance with Executive Order 11246, as amended, and other subsequent orders that may pertain to equal employment opportunity and merit employment policies, fully realizing that our qualification and/or merit system should be evaluated and revised, if necessary.

D. We agree to put forth the maximum effort to achieve full employment and utilization of capabilities and productivity of all our citizens without regard to race, creed, color, sex, national origin, economic status, age, and mental or physical handicap.

E. Peters Construction Corporation will give training
(Name of Company)
and employment opportunities to local residents of Waterloo, Iowa, to the greatest extent feasible.

III. AFFIRMATIVE ACTION

A. Peters Construction Corporation recognizes that the
(Name of Company)

effective application of a policy of merit employment involves more than just a policy statement, and **Peters Construction Corporation**
(Name of Company)
will, therefore, re-evaluate our Affirmative Action Program to ensure that equal employment opportunities are available on the basis of individual merit, and to actively encourage minorities, women and local residents to seek employment with our company on this basis.

B. **Peters Construction Corporation** will undertake the
(Name of Company)
following six (6) steps to improve our Affirmative Action Program:

1. Minority Recruitment and Employment;
2. Local Recruitment and Employment;
3. Disabled Veteran and Vietnam Era Veteran Recruitment and Employment;
4. Handicapped Recruitment and Employment;
5. Female Recruitment and Employment; and
6. Training, Upgrading and Promotional Opportunities.

C. **Peters Construction Corporation** will take
(Name of Company)
whatever steps are necessary to ensure that our total work force has adequate minority, female, and local representation. We will utilize the following methods in our recruitment attempts:

1. Local advertising media (newspapers, radio, TV);
2. Community organizations (churches, clubs, schools);
3. Public and private institutions in the area (UNI, Hawkeye Community College);
4. Job Service of Iowa; and
5. Other.

D. **Peters Construction Corporation** will seek qualified minority,
(Name of Company)
female, and local group applicants for all job categories and will make asserted efforts to increase minority, female and group representation in occupations at the higher levels or skill and responsibility.

E. All sources of employment used shall be aware that we are an Equal Employment Opportunity Employer. Labor organizations representing our employees will be notified of our Equal Employment Opportunity Policy and Affirmative Action Program.

F. Training, upgrading, promotion and transfer activities at all levels will be monitored to ensure that full consideration has been given to qualified minority, female, and local group employees.

G. **Peters Construction Corporation** will encourage other
(Name of Company)
companies with whom we are associated and/or do business, to do the same and we will assist them in their efforts.

H. **Peters Construction Corporation** has taken the following
(Name of Company)
Affirmative Action to ensure that minority, female, local contractors and/or suppliers were provided opportunities to negotiate and/or bid on this project: (if none, write "NONE")

1. **Sent Bid Invitations through iSqFt**

2. **Sent Bid Invitations if Listed as a Planholder**

I. As a result of the above efforts, we have involved minority, female, and local contractors and/or suppliers in the following areas of subcontracting: (if none, write "NONE")

1. **Concrete Equipment Pad (Daniels Home Improvement)**

2. _____

J. **Peters Construction Corporation** will require approved
(Name of Company)
Affirmative Action Programs from all nonexempt contractors who propose to work on this project and will take whatever steps are necessary to ensure that non-minority contractors have adequate representation of minority, female and local persons in their total work force.

K. In further accordance with rules and guidelines issued pursuant to Executive Order 11246 as amended, we establish the goals for our company, based on parity percentages supplied by the City, and we realize these goals will be reviewed on an annual basis.

L. **Peters Construction Corporation** will keep records of
(Name of Company)
specific actions relative to recruitment, employment, training, upgrading and promotion and will provide the City of Waterloo with any information relative to same, including activities of our SUBCONTRACTORS and suppliers as necessary or when requested.

M. Parity figures for companies located in Waterloo are as follows:

Minority Parity = .08 (8%)

N. **Peters Construction Corporation** Affirmative Action
(Name of Company)
Employment Goals:

The definition of Affirmative Action Goals is as follows: "Goals may not be rigid and inflexible quotas which must be met, but must be targets, reasonably attainable by means of applying every good faith effort to make all aspects of the entire Affirmative Action Program work."

For the year 20 **22**, please submit percentage targets for employing minorities and women. If you already have reached your target for hiring minorities and women, please submit that percentage.

*Goals for Minorities: **10** %
Goals for Women: **7.5** %

*Your affirmative action goals should be between 1% and 10% or more for minorities and 1% and 5% or more for women.

Please be advised that the goals or targets are purely your estimation of how many women and minorities your company can reasonably expect to hire in 20**22**. Note, that none of the goals are rigid or inflexible. They are targets that your company calculates as reasonably attainable. This will help the City in its monitoring procedures as required by City of Waterloo Resolution No. 1984-142(4).

F.Y. 2022 Anaerobic Lagoon Blower Building Interim Repairs
City of Waterloo, Iowa

City Contract No. 1060

AECOM #60669448

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

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

December 2021

F.Y. 2022 Anaerobic Lagoon Blower Building Interim Repairs
City of Waterloo, Iowa

City Contract No. 1060

Prepared For:
City of Waterloo, Iowa

Prepared By:
AECOM

December 2021

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.

Michelle M. Sweeney 12-21-2021

MICHELLE M. SWEENEY, PE Date

License No. 20830

My license renewal date is December 31, 2021.

Pages or sheets covered by this seal:
All Pages

GENERAL SPECIFICATIONS
For
F.Y. 2022 ANAEROBIC LAGOON BLOWER BUILDING INTERIM REPAIRS
WATERLOO, IOWA
CITY CONTRACT NO. 1060

RECEIVING OF BIDS

Sealed Proposals will be received by the Clerk of the City of Waterloo, Iowa, at her office in City Hall of the said City on January 5th, 2022, until 9:00 a.m. All sealed Proposals shall be clearly marked with the title of the project and the name of the bidder on the outside of the envelope.

OPENING OF BIDS

All Proposals received will be opened in a public meeting to be held in the Engineer's Office in City Hall on January 5th, 2022, at 9:05 a.m.

ACCEPTANCE OF BIDS

The City reserves the right to reject any or all bids and to waive informalities in the bids submitted that might be in the best interest of the City. The project will be awarded to the lowest and/or most responsive responsible bidder. Award will be made based on lowest total bid and contractor's estimated completion date for the project. It is anticipated that acceptance of the Form of Bid or Proposal will be on or before January 18th, 2022. Once the City Council has approved the contract on January 18th, the Notice to Proceed will be issued. The City would like the project completed as early as possible in 2022 due to exposure of the facility to inclement weather.

BEGINNING AND COMPLETION DATES

The work under the proposed contract shall be commenced within ten (10) working days after receipt of "Notice to Proceed." The completion date will be administered based on the completion date submitted in the FORM OF BID OR PROPOSAL. Submittal of estimated delivery dates of materials will be submitted to the Engineer at the Preconstruction Meeting matching the estimated completion date submitted.

BOND

The successful bidder shall furnish a surety bond after forms are presented to him and before beginning work on the project in an amount equal to one hundred percent (100%) of the total project bid price. Said bond to be issued by a responsible surety with Power of Attorney attached. The bond shall guarantee the faithful performance of the project and for the prompt payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment or service of any nature, including utility and transportation services, employed or used by him in performing the work.

PERFORMANCE AND PAYMENT BONDS

The Contractor shall, at the time of execution and delivery of this contract and before the taking effect of same, furnish and deliver to the City written bonds of indemnity to the amount required by law in form and substance, and with surety thereon satisfactory and acceptable to the City, to ensure the faithful performance and payment by the Contractor of all the covenants and agreements on the part of the Contractor contained in this contract. These bonds shall remain in force and effect for the full amount of the Contract.

MAINTENANCE BOND

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

INSURANCE

Workmen employed by the contractor or his subcontractors shall be covered by Workmen's Compensation insurance as provided for by the Code of Iowa. Before beginning work on the project, the successful bidder shall furnish Certificate of Insurance for public liability and motor vehicle liability covering all operations performed by the contractor and any subcontractor. The Certificate shall be effective during the life of the project or for a period of at least ten (10) days following the filing of written notice of cancellation and shall protect the public and any person from injuries or damages sustained by reason of carrying on the work involved in the project.

The minimum limits of liability shall be as follows:

Comprehensive General Liability Insurance	
General Aggregate Limit	$ 5,000,000.00
Product -- Completed Operations Aggregate Limit	$ 5,000,000.00
Each Occurrence Limit	$ 5,000,000.00
Comprehensive Automobile Liability Insurance	$ 1,000,000.00

The contractor shall have the City of Waterloo, Iowa, and AECOM Technical Services, Inc., named as an "Additional Named Insured".

CLAUSES AND AFFIDAVITS

The successful bidder and any subcontractors will be required to execute and return a Non-Segregated Facilities Clause, a Non-Collusion Affidavit, and an Equal Opportunity Clause before beginning work on the project. The forms will be furnished.

AFFIRMATIVE ACTION PROGRAM

The successful bidder and any subcontractors will be required to execute and have approved an Affirmative Action Program or Update before beginning work on the project, if they have been awarded an aggregate of $10,000.00 in City projects during the current calendar year.

CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature, character, and location of the work, the character, quality, and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, all other matters which can, in any way, affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligation herein contained.

METHOD OF PAYMENT

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

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

SALES TAX EXEMPTION CERTIFICATES

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

LIQUIDATED DAMAGES

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

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

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

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

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

PROJECT SPECIFICATIONS
For
F.Y. 2022 ANAEROBIC LAGOON BLOWER BUILDING INTERIM REPAIRS
WATERLOO, IOWA
CITY CONTRACT NO. 1060

SCOPE OF WORK

The existing control and compressor room building sustained damages and requires repairs. The project involves repair of doors, windows, seals, HVAC and ventilation system, electrical and masonry work.

SUPERINTENDENCE BY CONTRACTOR

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

CARE OF WORK

The Contractor shall be responsible for all damages to person or property that occur as a result of negligence in connection with the execution of work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the City.

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

The Contractor shall avoid damage to existing building, driveway, electrical systems, except those, which are to be replaced or removed. Any damage caused by the Contractor's operation shall be completely repaired at no expense to the Owner.

The Contractor shall leave the work site in a neat and clean condition after completion of work.

INSPECTION

The Engineering Department and AECOM staff will inspect all work performed by the Contractor.

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder shall, upon request of the Engineer, submit on the form furnished, a statement of the Bidder's Qualification, experience record in constructing the type of improvements proposed, and equipment available for the work contemplated and, when requested, a detailed financial statement. The Engineer shall have the right to take such steps, as it deems necessary to determine the ability of the Bidder to perform obligations under this Contract; and the Bidder shall furnish the Engineer all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Engineer that the Bidder is qualified to carry out properly the terms of the Contract.

BASIS OF PAYMENT & METHOD OF MEASUREMENT

The price bid for each bid item shall be full compensation for all labor, materials and equipment necessary for performing the work of each bid item per SUDAS.

Door Installation – Payment will be made at the unit price per each door installed. Installation price includes, but is not limited to, removal of existing door, furnishing, installing, framing, primer, epoxy, louvers, labor and hardware.

Window Installation – Payment will be made at the unit price per each window installed. Installation price includes, but is not limited to, removals, furnishing, installing, framing, primer, epoxy, labor and hardware necessary to complete the window installation.

Concrete Masonry - Payment will be made at the percent complete for the lump sum price. Installation price includes, but is not limited to, removals, furnishing, installing, labor and hardware necessary to complete the wall modifications. Masonry block and grout to match existing masonry and material samples and color shall be approved by Engineer.

Surface Epoxy – Payment will be made at the percent complete for the lump sum price. Installation price includes, but is not limited to, removals, surface preparation of wall and ceilings, furnishing primer and epoxy, installing, labor and hardware necessary to complete the surface epoxy. Epoxy paint system will be for interior masonry wall application to be approved by Engineer.

Perimeter Ceiling Joint Repair – Payment will be made at the percent of work complete for the lump sum price. Installation includes removal of old joint, cleaning, preparation of joint, and installation of foam and sealant as required by sealant manufacturer. Preapproved sealants for joints in walls include Backerseal by Emseal (a Sika Company) and Sikaflex – 15 LM.

Air Conditioning Installation – Payment will be made at the percent complete for the lump sum price. Installation price will include, but not limited to, removals, furnishing, installing, thermostat, ductwork, weatherproof system, concrete pad, labor, hardware, and electrical work necessary to successfully install the air conditioning unit.

Fan Installation – Payment will be made at the percent complete for the lump sum price. Installation price will include, but not limited to, removals, furnishing, installing, labor, sealing of building opening, hardware, ductwork, weatherproof system, brace support, and electrical work necessary to successfully install the fan and connection to sensor in compressor room. Coordination with gas detection monitor and SCADA system in the compressor room will be incidental.

Electrical Conduits & Wiring – Payment will be made at the percent complete for the lump sum price. Installation price will include, but not limited to, furnishing, installing, labor, hardware, conduits, wiring and electrical work necessary to successfully install 60A breaker subpanel with 20A 3-pole breaker, fans, and air conditioning unit.

STANDARD SPECIFICATIONS/SUDAS

The Standard Specifications of the City of Waterloo and SUDAS are to be adhered to, along with the Project Specifications described herein and shall be considered as part of the Project Documents.

PERMITS AND CODES

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

FORM OF BID OR PROPOSAL
F.Y. 2022 ANAEROBIC LAGOON BLOWER BUILDING INTERIM REPAIRS
CITY OF WATERLOO, IOWA
CITY CONTRACT NO. 1060

Honorable Mayor and City Council
Waterloo, Iowa

1. The undersigned, being a Corporation existing under the laws of the State of _____, a Partnership consisting of the following partners: _____, having familiarized (himself) (themselves) (itself) with the existing conditions on the project area affecting the cost of the work, and with the General Specifications and Project Specifications, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment, and services, including utility and transportation services required to construct and complete this **F.Y. 2022 ANAEROBIC LAGOON BLOWER BUILDING INTERIM REPAIRS Contract No. 1060**, all in accordance with the General Specifications and Project Specifications and for the unit prices for work in place for the following items:

BID ITEM	DESCRIPTION	UNIT	EST QTY	UNIT BID PRICE	TOTAL BID PRICE
1	Door Installation	EA	2.0	$	$
2	Window Installation	EA	2.0	$	$
3	Concrete Masonry	LS	1.0	$	$
4	Surface Epoxy	LS	1.0	$	$
5	Perimeter Ceiling Joint Repair	LS	1.0	$	$
6	Air Conditioning Installation	LS	1.0	$	$
7	Fan Installation	LS	1.0	$	$
8	Electrical Conduits & Wiring	LS	1.0	$	$

TOTAL BID AMOUNT $_____

ESTIMATED COMPLETION DATE _____

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

3. In submitting this bid, the bidder understands that the right is reserved by the City of Waterloo, Iowa, to reject any or all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond and certificate of the insurance within ten (10) days after the agreement is presented to him for signature, and start work within ten (10) days after "Notice to Proceed" is issued.

4. Security in the sum of _____ Dollars ($_____) in the form of _____, is submitted herewith in accordance with the INSTRUCTIONS TO BIDDERS.

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

6. Attached hereto is a Bidders Status Form.

7. The bidder is prepared to submit a financial and experience statement upon request.

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

   Addendum No. _____ Date _____

9. The bidder shall list the MBE/WBE subcontractor(s), amount of subcontracts and bid items on the City of Waterloo Minority and/or Women Business Pre-bid Contact Information Form submitted with this Form of Bid or Proposal. The apparent low Bidder shall submit a list of all other Subcontractor(s) to be used on this Project to the City of Waterloo by 5:00 p.m. the business day following the day Bids on this Project are due along with the Non-Collusion Affidavits of All Subcontractor(s).

   The Contractor shall submit information on subcontractors on “SUBCONTRACTOR REQUEST AND APPROVAL” Form to be provided by City prior to approval of contract.

   The subcontractors listed on this proposal and/or submitted to the Contract Compliance Officer cannot be changed except for the following reasons:

   1) The City of Waterloo does not approve the subcontractors.

   2) The subcontractors submit in writing that they cannot fulfill their subcontracts.

10. The bidder has filled in all blanks on this proposal. Those blanks not applicable are marked "none" or "NA".

11. The bidder has attached all applicable forms.

12. The Owner reserves the right to select alternates, delete line items, and/or to reduce quantities prior to the award of a contract due to budgetary limitations.

SUBMITTED BY: _____
(Bidder)

_____
(Address)

SIGNED BY: _____

_____
(Title) (Date)

ACCEPTED BY CITY OF WATERLOO:

SIGNED BY: _____

_____
(Title) (Date) (Date)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal, and _____

as Surety are held and firmly bound unto the ____CITY OF WATERLOO____, Iowa, hereinafter called

"OWNER." In the penal sum _____

Dollars ($_____) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated the _____ day of _____ _____, 20____, for _____ _____.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Owner in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, A.D. 20__.

_____(Seal)
Principal

By _____
(Title)

_____ _____(Seal)
Witness Surety

_____ By _____
Witness Attorney-in-fact

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
)ss
County of _____)

_____, being first duly sworn, deposes and says that:

1. He is _____(Owner, Partner, Officer, Representative, or Agent)__, of _____ _____, the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in the Proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____
Title

Subscribed and sworn to before me this _____ day of _____, 20__.

_____
Title

My commission expires _____.

EQUAL OPPORTUNITY CLAUSE

(As provided in Executive Order No. 11246)

All contractors, subcontractors, vendors and suppliers of goods and services doing business with the City and value of said business equals or exceeds ten thousand dollars ($10,000.00) annually agree as follows:

1. The contractors, subcontractor, vendor and supplier of goods and services will not discriminate against any employee or applicant for employment because of race, color, creed, sex, national origin, economic status, age, mental or physical handicap, political opinions or affiliations. The contractor, subcontractor, vendor and supplier will develop an Affirmative Action program to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin, religion, economic status, age, mental or physical disability, political opinions or affiliations. Such actions shall include but not be limited to the following:

    a. Employment
    b. Upgrading
    c. Demotion or Transfer
    d. Recruitment and Advertising
    e. Layoff or Termination
    f. Rates of Pay or Other Forms of Compensation
    g. Selection for Training Including Apprenticeship

2. The contractor, subcontractor, vendor and supplier of goods and services will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, religion, economic status, age, mental or physical disabilities, political opinion or affiliations.

3. The contractor, subcontractor, vendor and supplier or his/her collective bargaining representative will send to each labor union or representative of workers which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of the contractor's commitment under this section.

4. The contractor, subcontractor, vendor and supplier of goods and services will comply with all published rules, regulations, directives, and order of the City of Waterloo Affirmative Action Program Contract Compliance Provisions.

5. The contractor, subcontractor, vendor and supplier of goods and services will furnish and file compliance reports within such time and upon such forms as provided by the Affirmative Action Officer. Said forms will elicit information as to the policies, procedures, patterns, and practices of each subcontractor as well as the contractor himself/herself and said contractor, subcontractor, vendor and supplier will permit access to his/her employment books, records and accounts to the City's Affirmative Action Officer, for the purpose of investigation to ascertain compliance with this contract and with rules and regulations of the City's Affirmative Action Program—Contract Compliance Provisions relative to Resolution No. 24664.

6. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations and orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized by the City Council.

7. The contractor, subcontractor, vendor and supplier of goods and services will include, or incorporate by reference, the provisions of the non-discrimination clause in every contract,

subcontract or purchase order unless exempted by the rules, regulations or orders of the City's Affirmative Action Program, and will provide in every subcontract, or purchase order that said provisions will be binding upon each contractor, subcontractor, or supplier.

8. We, the undersigned, recognize that we are morally and legally committed to non-discrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, creed, color, sex, national origin, economic status, age, mental or physical disabilities.

(Signed) _____
(Appropriate Official)

_____
(Title)

_____
(Date)

TITLE VI CIVIL RIGHTS

During the performance of this contract, the contractor (for itself), its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall allow access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Contracting Authority, the Iowa DOT, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Contracting Authority, the Iowa DOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Contracting Authority, the Iowa DOT, or the FHWA shall impose such contract sanctions as they may determine to be appropriate, including, but not limited to:

    a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
    b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Contracting Authority, the Iowa DOT, or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event of a contractor becomes involved in, or it threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Contracting Authority or the Iowa DOT to enter into such litigation to protect the interests of the Contracting Authority or the Iowa DOT; and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

THIS PAGE LEFT BLANK INTENTIONALLY

Bidder Status Form

To be completed by all bidders — Part A

Please answer "Yes" or "No" for each of the following:

☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No My company has an office to transact business in Iowa.

☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders — Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ /_____ /_____ to _____ /_____ /_____ Address: _____

City, State, Zip: _____

Dates: _____ /_____ /_____ to _____ /_____ /_____ Address: _____

City, State, Zip: _____

Dates: _____ /_____ /_____ to _____ /_____ /_____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders — Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

_____

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

_____

_____

You may attach additional sheet(s) if needed.

To be completed by all bidders — Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.

☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.

☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.

☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.

☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.

☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.

☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.

☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.

☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.

☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.

☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

Revised February 2003

CONTRACTOR'S OR SUBCONTRACTOR'S AFFIRMATIVE ACTION PROGRAM

Check box that applies to party completing program:

( ) General Contractor
( ) Subcontractor

I. Section A to be completed by **GENERAL CONTRACTORS** only:

A.

Name of Company _____

Address of Company _____ Zip _____

Telephone Number (_____)_____

Federal ID Number (if no Federal ID Number, Owner/President's Social Security Number)
_____

Name of Project _____

Project Contract Number _____

Estimated Construction Work Dates _____/_____
Start Finish

Section B to be completed by **SUBCONTRACTORS** only:

B.

Name of General or Prime Contractor _____

Name of Subcontractor _____

Subcontractor's Address _____ Zip _____

Subcontractor's Telephone Number (_____)_____

Subcontractor's Federal ID Number (if no Federal ID Number Owner/President's Social Security Number) _____

Name of Equal Employment Officer _____

C. Remainder of program to be completed by party completing program, either Prime or Subcontractor.

1. The Owners and/or Principals of your company:

Name	Address	Position	Sex	Ethnic Origin

2. Other Areas of Interest:

If your company has branches or subsidiaries, or if your company is a branch or subsidiary of a parent organization, give the following information:

Name	Address	Affiliation	Type of Degree

II. EMPLOYER'S POLICY (Please read carefully.)

A. We, the undersigned, recognize that we are morally and legally committed to nondiscrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, color, creed, sex, national origin, economic status, age, mental or physical handicap.

B. The employment policies and practices of the undersigned are to recruit and hire employees without discrimination, and to treat them equally with respect to compensation and opportunities for advancement, including training, upgrading, promotion, and transfer. However, we realize the inequities associated with employment training, upgrading, contracting and subcontracting for minorities and women and we will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our SUBCONTRACTORS and suppliers.

C. We submit this program to assure compliance with Executive Order 11246, as amended, and other subsequent orders that may pertain to equal employment opportunity and merit employment policies, fully realizing that our qualification and/or merit system should be evaluated and revised, if necessary.

D. We agree to put forth the maximum effort to achieve full employment and utilization of capabilities and productivity of all our citizens without regard to race, creed, color, sex, national origin, economic status, age, and mental or physical handicap.

E. _____ will give training
(Name of Company)
and employment opportunities to local residents of Waterloo, Iowa, to the greatest extent feasible.

III. AFFIRMATIVE ACTION

A. _____ recognizes that the
(Name of Company)

effective application of a policy of merit employment involves more than just a policy statement, and _____
(Name of Company)
will, therefore, re-evaluate our Affirmative Action Program to ensure that equal employment opportunities are available on the basis of individual merit, and to actively encourage minorities, women and local residents to seek employment with our company on this basis.

B. _____ will undertake the
(Name of Company)
following six (6) steps to improve our Affirmative Action Program:

1. Minority Recruitment and Employment;
2. Local Recruitment and Employment;
3. Disabled Veteran and Vietnam Era Veteran Recruitment and Employment;
4. Handicapped Recruitment and Employment;
5. Female Recruitment and Employment; and
6. Training, Upgrading and Promotional Opportunities.

C. _____ will take
(Name of Company)
whatever steps are necessary to ensure that our total work force has adequate minority, female, and local representation. We will utilize the following methods in our recruitment attempts:

1. Local advertising media (newspapers, radio, TV);
2. Community organizations (churches, clubs, schools);
3. Public and private institutions in the area (UNI, Hawkeye Community College);
4. Job Service of Iowa; and
5. Other.

D. _____ will seek qualified minority,
(Name of Company)
female, and local group applicants for all job categories and will make asserted efforts to increase minority, female and group representation in occupations at the higher levels or skill and responsibility.

E. All sources of employment used shall be aware that we are an Equal Employment Opportunity Employer. Labor organizations representing our employees will be notified of our Equal Employment Opportunity Policy and Affirmative Action Program.

F. Training, upgrading, promotion and transfer activities at all levels will be monitored to ensure that full consideration has been given to qualified minority, female, and local group employees.

G. _____ will encourage other
(Name of Company)
companies with whom we are associated and/or do business, to do the same and we will assist them in their efforts.

H. _____ has taken the following
(Name of Company)
Affirmative Action to ensure that minority, female, local contractors and/or suppliers were provided opportunities to negotiate and/or bid on this project: (if none, write "NONE")

1. _____

2. _____

I. As a result of the above efforts, we have involved minority, female, and local contractors and/or suppliers in the following areas of subcontracting: (if none, write "NONE")

1. _____

2. _____

J. _____ will require approved
(Name of Company)
Affirmative Action Programs from all nonexempt contractors who propose to work on this project and will take whatever steps are necessary to ensure that non-minority contractors have adequate representation of minority, female and local persons in their total work force.

K. In further accordance with rules and guidelines issued pursuant to Executive Order 11246 as amended, we establish the goals for our company, based on parity percentages supplied by the City, and we realize these goals will be reviewed on an annual basis.

L. _____ will keep records of
(Name of Company)
specific actions relative to recruitment, employment, training, upgrading and promotion and will provide the City of Waterloo with any information relative to same, including activities of our SUBCONTRACTORS and suppliers as necessary or when requested.

M. Parity figures for companies located in Waterloo are as follows:

Minority Parity = .08 (8%)

N. _____ Affirmative Action
(Name of Company)
Employment Goals:

The definition of Affirmative Action Goals is as follows: "Goals may not be rigid and inflexible quotas which must be met, but must be targets, reasonably attainable by means of applying every good faith effort to make all aspects of the entire Affirmative Action Program work."

For the year 201__, please submit percentage targets for employing minorities and women. If you already have reached your target for hiring minorities and women, please submit that percentage.

*Goals for Minorities: _____%
Goals for Women: _____%

*Your affirmative action goals should be between 1% and 10% or more for minorities and 1% and 5% or more for women.

Please be advised that the goals or targets are purely your estimation of how many women and minorities your company can reasonably expect to hire in 201_. Note, that none of the goals are rigid or inflexible. They are targets that your company calculates as reasonably attainable. This will help the City in its monitoring procedures as required by City of Waterloo Resolution No. 1984-142(4).

CONTRACTOR'S TOTAL WORK FORCE
(WATERLOO)

NAME AND ADDRESS	JOB CATEGORY	RACE	SEX	HOURLY WAGE

INDICATE: DISABLED VETERAN: DV
VIETNAM ERA VETERAN: VV
HANDICAPPED: H

We hereby certify that we are in compliance with all City and Federal Affirmative Action Regulations and agree to accept all liability for failure to comply.

Respectfully submitted,

By: _____
Company Executive

_____
Date

By: _____

Equal Employment
Opportunity Officer

_____
Date

City of Waterloo Affirmative Action Officer

_____ Approved

_____ Disapproved Reason: _____

_____

By: _____

Date: _____

DESCRIPTION OF JOB CATEGORIES

1. **Officials/Manager**: Occupations in which employees set broad policies, exercise overall responsibility for execution of all policies, or direct individual departments or special phases of the agency's operations or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy directors, controllers, examiners, wardens, superintendents, unit supervisors, sheriffs, police and fire chiefs and inspectors and kindred workers.

2. **Professionals**: Occupations which require specialized and theoretical knowledge which is usually required through college training or thorough work experience and other training which provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, system analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, police and fire captains and lieutenants and kindred workers.

3. **Technicians**: Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education and through equivalent on-the-job training. Includes: computer programmers and operations, draftsmen, surveyors, licensed practical nurses, photographs, radio operators, technical illustrators, police and fire sergeants and kindred workers.

4. **Office/Clerical**: Workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paper work required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearing reporters, statistical clerks, dispatchers, license distributors, payroll clerks and kindred workers.

5. **Skilled Craft Workers**: Workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training programs. Includes: Mechanics and repairman, electricians, heavy equipment operators, stationary engineers, skilled machine occupations, carpenters, compositors and typesetters and kindred workers.

6. **Sales Workers**: Occupations engaging wholly and primarily in direct selling. Includes: advertising agents and salesman, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks, grocery clerks and cashier checkers, and kindred workers.

7. **Operatives (semi-skilled)**: Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics), plumbers, building trades, metal working trades, bricklayers, carpenters, electricians, machinists, mechanics, printing trades, etc., operatives, attendants (auto service and parking), plasterers, chauffeurs, deliverymen and furnacemen, heaters (metal), laundry and dry cleaning operatives, milliners, mine operatives and laborers, motormen, oilers and greasers, (except auto painters), (except construction and maintenance), photographic process workers, stationary fireman, truck and tractor drivers, weavers, (textile), welders and flame cutters and kindred workers.

8. **Laborers (unskilled)**: Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen, and stevedores, lumbermen,

craftsmen and woodchoppers, laborers performing lifting, digging, mixing, loading and pulling operations and kindred workers.

9. **Apprentices**: Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally an apprenticeship, regardless of whether the program is registered with a Federal or State agency.

10. **Trainees (on-the-job)**: Production. . . persons in formal training for craftsmen when not trained under apprentice programs--operative laborer, and service occupations.

White Collar. . . persons engaged in formal training for clerical, managerial, professional, technical, sales, office and clerical occupations.

SECTION 09 96 10
COATINGS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Coated surfaces to include:

a. Surfaces described in Room Finish Schedule and notes on Drawings.
b. Interior and exterior piping, regardless of type of factory-applied finish, where color coding required.
c. Color coded equipment and piping above suspended ceilings.
d. Existing surfaces described in Room Finish Schedule and notes on Drawings. f. Exposed interior and exterior structural steel surfaces.
g. Exterior and interior equipment, motors, and appurtenances.
h. Galvanized ductwork exposed in areas scheduled for finishing.
i. Existing piping

2. Do not coat unless specifically noted otherwise:

a. Factory-finished electrical motor control panels (MCC) and main instrument panels (MIP), flow indicators, and related equipment.
b. Underground equipment and piping.
c. Surfaces above suspended ceiling systems (unless color coded).
d. Existing surfaces not listed above as requiring coating.
e. Factory finished trim unless noted otherwise
f. Stainless steel.
g. Plastic coated pipe insulation.
h. PVC or reinforced plastic piping
i. Aluminum ductwork or aluminum faced duct insulation.
j. Galvanized surfaces.
k. Aluminum louvers or trim.
l. Concrete tanks.

3. Labeling and directional arrows on piping, equipment with valves or electrical connections, valves, and ducts whether coated or not.

4. Do not coat over any code-required labels such as UL and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

B. Equipment manufacturer is responsible for surface preparation and coatings of equipment, motors, and appurtenances. Equipment to be coated and coating system are identified in equipment Specification section(s).

C. Existing finishes to be removed to accept new finishes shall be disposed of per State of Minnesota and City of St. Louis.

1.02 DEFINITIONS

A. Definitions as used in Room Schedule and Standard Coating Schedule.

1. Coatings: Heavy duty finishes for use on any surfaces, especially surfaces subject to submerged, high moisture, splash or chemical environment.
2. Ambient Conditions:

    a. Chemical: Surface subject to corrosive chemical splash or fumes.
    b. Moist: Surface subject to wet areas such as shower rooms and rooms with open tanks.
    c. Normal: Surface subject to normal temperatures and humidity such as found in offices and corridors.

3. Splash: Surface subject to frequent washing and chemical splash.
4. Submerged P: Surface submerged in potable water plus 1 ft 0 in. above high liquid level.
5. Submerged NP: Surface submerged in nonpotable liquid such as sewage and sludge plus 1 ft 0 in. above high liquid level.

B. First Coat: Field prime, factory prime, or shop prime. When only one coat is required, first coat is finish coat.

C. Second or Third Coats: Successive finish coats applied over first coat.

1.03 SUBMITTALS

A. Product Data:

1. Submit manufacturer's literature stating application recommendations and generic makeup of each type of coating scheduled.
2. Substitutions: For coatings not specified, provide substitute manufacturer's literature with specified coating literature for ENGINEER to make proper evaluation.

C. Miscellaneous:

1. Letter of Certification/Shop Painting:

    a. CONTRACTOR has option of shop coating materials and equipment partially or totally.
    b. If CONTRACTOR applies coatings in factory submit following:

        1) Coatings used.
        2) Manufacturer's written certificate factory applied coating system is identical to, or exceeds, specified requirements.
        3) Requirements for touch-up or coating.
        4) History of coating performance in same environment.

    c. Submit following for factory-applied first coat.

        1) First coat used.
        2) CONTRACTOR'S certification factory applied first coat is compatible with field applied finish coats.

2. Certification:

    a. Certification that products supplied comply with volatile organic compounds (VOCs) requirements specified herein or local regulations if more restrictive.

3. Schedules:

    a. Submit schedule of proposed coating systems within 60 calendar days of Award of Contract.

b. Schedule of proposed coating systems shall identify same information as shown in coating schedule.

D. Submit in accordance with Section 01 33 10.

1.04 QUALITY ASSURANCE

A. Applicator Qualifications:

1. Engage an experienced applicator who has successfully completed coating system applications similar in material and extent to those indicated for Project.

B. Single-Source Responsibility:

1. Provide coating material produced by same manufacturer for each system. Use only thinners recommended by manufacturer and only within recommended limits.

C. Manufacturer shall supply products that comply with OTC/LADCO controlling use of volatile organic compounds (VOC's) or local regulations if more restrictive..

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver material in original, sealed, unopened packages and containers bearing manufacturer's name. Each container shall have manufacturer's printed label stating type of coating, color of coating, instructions for reducing, and spreading rate.

B. Protect storage location and maintain temperature ranges recommended by coating manufacturer for most sensitive coating, but not less than 55°F.

C. Keep storage area neat and clean and replace or repair damage thereto or to its surroundings.

D. Avoid danger of fire. Deposit cleaning rags and waste materials in metal containers having tight covers or remove from building each night. Provide fire extinguishers of type recommended by coating manufacturer in areas of storage and where finishing is occurring. Allow no smoking or open containers of solvents. Store solvents in approved safety cans. Give special attention to possible hazards in areas of existing buildings.

E. Empty containers shall have labels canceled and be clearly marked as to use.

F. Upon Substantial Completion, remaining material will become property of OWNER. Seal material as required for storage, marked as to contents and shelf life, and store where required by **OWNER**.

1.06 PROJECT/SITE CONDITIONS

A. Environmental Requirements:

1. Do not apply exterior coating in cold, foggy, damp or rainy weather.
2. Apply no finish in rooms where dust is being generated.
3. Do not apply exterior coating when temperature is lower than 50°F or as required by manufacturer.
4. Maintain interior temperature and relative humidity of space, as recommended by coating manufacturer, 24 hrs before applying and until coating is cured.

B. Protection:

1. Cover materials and surfaces, including floors, adjoining or below Work with clean drop cloths or canvas.
2. Remove hardware, accessories, plates, lighting fixtures, and similar items or provide protection by masking. Upon completion, replace above items or remove protection and clean.

3. Maintain manufacturer's environmental requirements while coating dries.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Coatings:

1. Sherwin-Williams
3. AMERON Protective Coatings Division.
4. Or equal.

2.02 MATERIALS

A. Coatings:

1. Color shall be formed of pigments free of lead, lead compounds or other materials which might be affected by presence of hydrogen sulfide or other gases likely to be present at Project.
2. Coatings shall meet surface burning characteristics as required by code and established by ASTM E84.

2.03 COLORS

A. Colors shall be selected and approved by ENGINEER.

B. Prior to beginning work, ENGINEER will provide color coordinating schedule. System color coding shall comply with Section 40 05 05.

D. In areas scheduled for finishing, coat exposed piping, conduit, and ducts to match adjacent or near surfaces, except for color coding.

F. Rooms and spaces may have certain walls coated different color than other walls in same room and ceilings and trim may be different color or colors than walls.

G. Equipment Colors:

1. Equipment includes equipment, motors, and structural supports, fasteners, and attached portions of electrical conduit.
2. Coat equipment same color as piping equipment serves.

2.04 MIXING AND TINTING

A. Each coat shall be slightly darker than preceding coat, unless otherwise approved.

B. Tint undercoats similar to finish coats.

PART 3 EXECUTION

3.01 EXAMINATION

A. If surfaces to be finished cannot be put into proper condition for finishing by customary cleaning, sanding, and puttying operations or if surfaces were improperly primed by others, report defects to CONTRACTOR

and ENGINEER, in writing, or assume responsibility and correct unsatisfactory finish resulting from improper surfaces. Commencement of Work indicates acceptance of surfaces.

B. Materials removed and replaced to correct defects due to Work placed on unsuitable surfaces shall be at CONTRACTOR'S expense.

C. Where surface dryness is questioned, test with dampness indicating instrument. Do not apply coatings over surfaces where moisture content exceeds that permitted in manufacturer's printed instructions.

D. Provide coats compatible with the surface and prior coats.

3.02 SURFACE PREPARATION AND TOUCH-UP

A. General:

1. Surfaces, including floors shall be clean, dry, and free of loose dirt, dust, and foreign matter before applying coating.
2. Comply with coating manufacturer's recommendations for surface preparation.

D. Ungalvanized Ferrous Metal:

1. General:

a. Round or chamfer sharp edges and grind smooth burrs, jagged edges, and surface defects.
b. Prepare welds and adjacent areas to remove undercutting or reverse ridges on weld bead, weld spatter on or adjacent to weld or area to be coated, and sharp peaks or ridges along weld bead. Grind embedded pieces of electrode or wire flush with adjacent surface of weld bead.
c. Coat surfaces same day prepared. Reprepare surfaces starting to rust before coating.

2. Cleaning Methods:

a. Workmanship for metal surface preparation as specified shall conform with SSPC specifications as follows:

1) SP-1: Solvent Cleaning
2) SP-2: Hand Tool Cleaning
3) SP-3: Power Tool Cleaning
4) SP-5: White Metal Blast Cleaning
5) SP-6: Commercial Blast Cleaning
6) SP-7: Brush-off Blast Cleaning
7) SP-8: Pickling
8) SP-10: Near-White Blast Cleaning
9) SP-11: Power Tool Cleaning to Bare Metal
10) SP-12:Cleaning of Metals by Waterjetting Prior to Recoating

b. Wherever "solvent cleaning," "hand tool cleaning," "wire brushing," or "blast cleaning," or similar words of equal intent used in Specifications or coating manufacturer's specifications, they shall be understood to refer to applicable SSPC specifications listed above.
c. Use hand tools to clean areas that cannot be cleaned by power tools.

3. Shop Preparation: Equipment, structural steel, metal doors and frames, metal louvers, and similar items may be shop-prepared and first coat applied at CONTRACTOR'S option. Centrifugal wheel blast cleaning is acceptable alternate to shop blast cleaning. Clean and prime in accordance with this section.

4. Field Touch-Up: Sandblast items and equipment as specified to restore damaged surfaces previously shop or field blasted and first coat applied. Materials, equipment, procedures, and safety equipment for personnel shall conform to SSPC.

E. Galvanized Metal:

1. Touch-up damaged areas with zinc-rich primer.

2. Prepare galvanized metal surfaces to be coated as required for system being applied.

F. Masonry:

1. Remove loose grit and mortar.
2. Remove grease, oil, dirt, salts or other chemicals, loose materials or other foreign matter by solvent, detergent or other suitable cleaning methods.

G. Cast-in-Place Concrete/Precast Concrete:

1. Do not begin surface preparation until 30 days after concrete has been placed.
2. Remove grease, oil, dirt, salts or other chemicals, loose materials or other foreign matter by solvent, detergent or other suitable cleaning methods.
3. Brush-blast all surfaces to be coated to create surface profile similar to medium (60-80) grit sandpaper. Care should be taken not to open up bug holes and voids in concrete by overblasting substrate. All large bug holes and voids created by blasting objective shall be filled with appropriate filler prior to painting surface. Surface must be clean, dry and free of oil, grease and other contaminants. If brush-off blasting is impractical, acid etch with muriatic acid solution and wash with water or neutralizing agent as required by coating manufacturer. Surface blasting may be done at precast plant or on-site before units are installed.

4. Cleaning Methods: Workmanship shall conform with SSPC specifications as follows:

    1) SP-13: Surface Preparation of Concrete
    2) ICRI03732, CSP 1-3

H. Plastic:

1. Solvent clean pipe in accordance with manufacturer's recommendations.
2. Hand sand with medium grit sandpaper to provide tooth for coating system.
3. Large areas may be power sanded or brush-off blasted, provided sufficient controls employed so surface roughened without removing excessive material.

3.03 APPLICATION

A. General Requirements:

1. Spread evenly and flow on smoothly without runs, lumps or sags.
2. Make edges of coating adjoining other materials or colors sharp and clean without overlapping.
3. Number of coats and film thickness required is same regardless of application method. Do not apply succeeding coats until previous coat has cured as required by manufacturer. Where sanding is required, according to manufacturer's direction, sand between applications to produce smooth, even surface.
4. Finish edges of doors as specified for faces. Apply one coat finish on tops and bottoms of doors after fitting.

5. Term “exposed surfaces” includes areas visible when permanent or built-in fixtures, convector covers, covers for finned tube radiation, grilles, and similar components are in place. Extend coatings in these areas, as required, to maintain system’s integrity and provide desired protection.

    a. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces.
    b. Coat back sides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
    c. Omit first coat on metal surfaces that have been shop-primed and touch-up painted.

6. Manufacturer Applied Coating Systems:

    a. Repair abraded areas on factory-finished items in accordance with manufacturer’s directions.
    b. Blend repaired areas into original finish.

7. Existing Surfaces:

    a. If finish coat will not produce uniform coverage, provide first coat base over existing Work.
    b. Where ceilings or walls scheduled for patching or remodeling, coat entire ceiling or wall in that area.
    c. At altered rooms, wherever new Work adjoins existing Work, finish new Work to match existing.

8. Application Procedures:

    a. Apply coatings by brush, roller, spray, or other applicators according to manufacturer’s instructions.

B. Priming and Sealing:

1. Refer to Coating Schedule for specific coating material.
2. Shop:

    a. Shop first coat for ferrous metal shall comply with SSPC guidelines, and as specified in Coating Schedules of this Specification.
    b. Hand or power sand chipped, peeled or abraded first coat and feather edges. Spot coat areas with specified first coat.
    c. Prior to application of finish coats, clean shop first coat surfaces free of dirt, oil, and grease.
    d. Prepare and prime holdback areas as required for specified coating system.

3.04 FIELD QUALITY CONTROL

A. Sampling of Materials:

1. ENGINEER reserves right to select unopened containers of materials furnished for project and have materials tested at an independent testing laboratory. OWNER will pay for first tests.
2. Retests of rejected materials and tests of replacement materials shall be paid for by CONTRACTOR.
3. Remainder of contents of containers not required for testing will be returned to CONTRACTOR.

B. Coverage:

1. Before beginning Work, finish one complete room, space surface, or item of each color scheme required, showing selected colors, finished texture, material, and workmanship. After approval, sample rooms or items shall serve as standard for similar Work throughout building.
2. If coverage is not acceptable to ENGINEER, ENGINEER reserves right to require extra application of paint at no extra cost to OWNER.
3. Work at site where coat of material is applied will be inspected by ENGINEER before application of succeeding specified coat, otherwise no credit for coat applied will be given and CONTRACTOR

automatically assumes responsibility to recoat Work in question. Furnish ENGINEER report of particular coat applied and when completed for inspection to comply with above.

3.05 COATINGS SCHEDULE

A. General:

1. Unless otherwise noted, Sherwin-Williams, products are identified in this schedule to establish quality and type desired.
2. Scheduled thickness or coverage rate is as recommended by Sherwin-Williams If other manufacturers are proposed and accepted, manufacturer's requirements shall be followed, but in no case may thickness or coverage rate be less.
3. DFT = dry film thickness (mils/coat). DFT shown is for spray application. Additional coats may be required if brushed and rolled.
4. sfpg = sq ft/gal (per coat).
5. Examples of surfaces to be coated are not all inclusive.

B. Standard Coating Schedule:

Example Surfaces	**Surface Preparation**	**Sherwin-Williams Meets OTC/LADCO**
Interior - Walls	Masonry, Clean and dry.	S-W Cement-Plex 875 to fill bug holes and voids First Coat - 166 sq ft/gal sprayed and backrolled. S-W Macropoxy 646 Second Coat - 5.0 to 10.0 DFT/ S-W Macropoxy 646 Third Coat – 5.0 to 10.0 DFT/ S-W Macropoxy 646
Interior - Equipment, Pipes, Structural Members, Pipe Hangers	SP6	First Coat - 4.0 – 6.0 DFT/ S-W Macropoxy 646. Second Coat - 4.0 to 6.0 DFT/ S-W Macropoxy 646 Third Coat – 4.0 to 6.0 DFT/ S-W Macropoxy 646
Exterior - Equipment, Pipe, Structural Members	SP6	First Coat – 4.0 – 6.0 DFT/ S-W Macropoxy 646 Second Coat – 4.0 – 6.0 DFT/ S-W Macropoxy 646 Third - Coat – 3.0 to 4.0 DFT/ S-W Hi-Solids Polyurethane S/G
Factory Primed Frames, Miscellaneous Metals and Equipment, and Factory Primed Fiberglass Doors & Frames. Factory FINAL finished Equipment where noted.	Sand to abrade surface followed by SSPC-SP1 with non-hydrocarbon solvent	First Coat – 3.0 – 5.0 mils DFT / S-W Macropoxy 646 . Second Coat (Interior) - 3.0 – 5.0 mils DFT/ S-W Macropoxy 646 epoxy. Second Coat (Exterior) - 3.0 – 4.0 DFT/ S-W Hi-Solids Polyurethane S/G
Dissimilar Material Protection	As required by material	First Coat - 4.0 – 6.0 DFT / S-W Macropoxy 646

3.07 FINAL TOUCH-UP

A. Prior to Substantial Completion, examine coated surfaces and retouch or refinish to leave surfaces in condition acceptable to ENGINEER.

B. After doors have been fitted and hung, refinish edges, tops, and bottoms.

3.08 CLEANING

A. Before Substantial Completion, remove masking, coating, and other material from floors, glass, and other surfaces and remove rubbish and accumulated materials of whatever nature not caused by other trades from premises and leave in clean, orderly condition, with floors broom clean.

* * * END OF SECTION * * *

SECTION 26 05 02
BASIC MATERIALS AND METHODS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Raceway Systems
2. Wire, Cables and Connectors
3. Wiring Devices
4. Motor and Circuit Disconnects
5. Fuses

1.02 SUBMITTALS

A. Approval of equipment supplied in this section is contingent upon CONTRACTOR verification of available fault current from power source internal to plant.

1. Notify ENGINEER if available fault current is higher than specified equipment.

B. Product Data:

1. Submit for disconnects and motor starters
2. Product data sheets with printed installation instructions.

C. Shop Drawings:

1. Submit for motor starters.
2. Show enclosure dimensions, nameplate nomenclature, electrical ratings, and thermal unit schedule.
3. Wiring diagrams and schematics.

D. Operation and Maintenance (O&M) Data:

1. Maintenance data for materials and products for inclusion in Operating and Maintenance Manual.

E. Submit in accordance with Section 01 33 10.

1.03 QUALITY ASSURANCE

A. Items provided under this section shall be listed or labeled by UL or other Nationally Recognized Testing Laboratory (NRTL).

1. Term “NRTL” shall be as defined in OSHA Regulation 1910.7.
2. Terms “listed” and “labeled” shall be as defined in National Electrical Code (NEC), Article 100.

B. Regulatory Requirements:

1. National Electrical Code (NEC): Components and installation shall comply with National Fire Protection Association (NFPA) 70.

PART 2 PRODUCTS

2.01 METAL CONDUIT AND TUBING

A. Galvanized Rigid Steel Conduit: NEMA C80.1.

B. Plastic-Coated Steel Conduit and Fittings: NEMA RN 1.

C. Electrical Metallic Tubing and Fittings: NEMA C80.3 with compression-type fittings.

D. Flexible Metal Conduit: Zinc-coated steel.

E. Liquid tight Flexible Metal Conduit: Flexible steel conduit with PVC jacket.

2.02 NONMETALLIC CONDUIT

A. Rigid Nonmetallic Polyvinyl Chloride (PVC) Conduit: NEMA TC 2, Schedule 40 or 80 PVC.

2.03 FITTINGS

A. Fittings for steel conduits:

1. Steel or malleable iron, zinc galvanized or cadmium plated.
2. Do not use set screw or indentor type fittings.
3. Do not use aluminum or die cast fittings.
4. EMT and GRS Connectors and Couplings:

    a. Threaded.
    b. Insulated throat.
    c. Gland compression type.
    d. Rain and concrete type.

5. Comply with ANSI C80.4.
6. Comply with NEMA FB 1, compatible with conduit materials.

B. Conduit bodies:

1. Malleable iron with galvanized finish.

C. Fittings for flexible metal conduit.

1. Insulated throat type.
2. Threaded.
3. Grounding type.
4. Liquidtight: 1 piece sealing “O” rings with connectors when entering boxes or enclosures.

D. PVC Conduit Fittings:

1. NEMA TC 3; match to conduit type and material.

E. Expansion Joints:

1. Conduit expansion fittings complete with copper bonding jumper, Cooper Crouse-Hinds Type XJ.
2. Conduit expansion/deflection fittings with copper bonding jumper, Cooper Crouse-Hinds Type XD.

F. Seals:

1. Wall entrance, OZ/Gedney Type FSK or FSC.

G. Drain Fittings:

1. Automatic Drain Breather:

a. Explosionproof.

1) Safe for Class I, Groups C and D.

b. Capable of passing minimum 25 cc water/min and minimum 0.05 cu ft air/min at atmospheric pressure.

2. Condensate Drain:

a. Conduit outlet body, Type T.
b. Threaded, galvanized plug with 3/16 in. drilled holed through plug.

2.04 BOXES

A. Of indicated types, sizes and NEMA enclosure classes. Where not indicated, provide units of types, sizes, and classes appropriate for use and location. Provide items complete with covers and accessories required for intended use. Provide gaskets for units in damp or wet locations.

B. Fasteners:

1. General Use: Corrosion resistant screws and hardware including cadmium and zinc plated items.
2. Damp or Wet Locations: Stainless steel screws and hardware.

C. Outlet Boxes:

1. Boxes shall be of type, shape, size, and depth to suit each location and application.
2. Steel Boxes: Sheet steel with stamped knockouts, threaded screw holes and accessories suitable for each location including mounting brackets and straps, cable clamps, exterior rings and fixture studs..
3. Cast Boxes: Iron alloy, waterproof, with threaded raceway entries and features and accessories suitable for each location, including mounting ears, threaded screw holes for devices and closure plugs.

D. Pull and Junction Boxes:

1. Boxes shall have screwed or bolted on covers of material same as box and shall be of size and shape to suit application.
2. Galvanized Steel Boxes: Flat rolled, code gauge, sheet steel with welded seams. Hot-dip galvanized after fabrication. Cover shall be gasketed.
3. Stainless-Steel Boxes: Fabricate of stainless steel conforming to Type 304 of ASTM A167. Cover shall be gasketed.
4. Galvanized Cast-Iron Boxes: Molded of cast iron alloy with gasketed cover and integral threaded conduit entrances.
5. Boxes Approved for Classified Locations: Cast metal or cast nonmetallic boxes conforming to UL 886 listed and labeled for use in specific location classification, and with specific hazardous material encountered. Conduit entrances shall be integral threaded type.

2.05 WIRES, CABLES, AND CONNECTORS

A. Building wires and cables with insulation type, cable construction, and rating as required to meet application and NEC requirements.

B. Manufacturers:

1. Wire and Cable:

a. Southwire.
b. Houston Wire and Cable.
c. Belden.
d. American Insulated Wire Corp.
e. Republic Wire.
f. Superior Essex.

2. Connectors:

a. FCI-Burndy.
b. Thomas and Betts.
c. Blackburn, Thomas and Betts.

C. Copper wire only.

D. 600v insulation (ASTM standard compounds) and color code conductors for low voltage (secondary feeders and branch circuits) as required by NEC.

1. Type THWN Stranded: Single conductor No. 12 AWG minimum for branch circuit and feeder conductors size No. 8 AWG and smaller.
2. Type XHHW Stranded: Single conductor for branch circuits, feeders, and service conductors larger than No. 8 AWG.
3. Provide grounding conductor when run with circuit conductors with same insulation as circuit conductors.
4. Type USE Stranded: Single conductor for under-ground direct burial.
5. Type THWN Stranded: Single conductor No. 12 AWG minimum for 120v control wiring and No. 14 AWG minimum for graphic indication, nonshielded instrumentation and other control wiring operating at less than 120v unless otherwise noted on Drawings.

a. Provide high density polyethylene jacketed multi-wire cable assemblies in underground conduit or duct.

6. Vinyl insulated, tinned copper, solid, twisted pair, cabled conductors and silver gray vinyl jacket for telephone inter-communications.

a. Up to 4 conductors/cable, 22 AWG solid wire.
b. Over 4 conductors/cable, 24 AWG solid wire.
c. Provide high density polyethylene jacketed multi-wire cable assemblies in underground conduit or duct.

E. Joints, Taps, and Splices:

1. Joints, Taps, and Splices in Conductors No. 10 AWG and Smaller: UL listed preinsulated compression spring-type solderless connectors.
2. Joints, Taps, and Splices in Conductors No. 8 AWG and Larger: Solderless 2 or 4 -bolt compression type connectors of type that will not loosen under vibration or normal strains.

F. Terminations:

1. Power Conductors: Compression crimp type lugs.
2. Control and Instrumentation Conductors: Compression crimp type fork tongue, insulated support type lugs on terminal strips. Do not splice.

2.06 WIRING DEVICES

A. Manufacturers:

1. Hubbell Wiring Device Division.
2. Pass and Seymour/Legrand
3. Appleton Electric Company.
4. Cooper Crouse-Hinds Company.

B. Color: Ivory unless otherwise indicated or required by NEC.

C. Switches:

1. General Use Lighting Switches: 20 amp toggle, equal to Hubbell No. 1221-I series.
2. Switches controlling equipment, operation of which is not evident from switch position, shall include flush neon pilot light in conjunction with proper switch. Each switch shall be complete with engraved plate to identify equipment being controlled (white letters on black, 1/8 in. high minimum).

D. Receptacles:

1. General use duplex receptacles: NEMA 5-20R, grounding type, 20 amp Hubbell No. 5362 Specification Grade.
2. Special purpose receptacles as shown on Drawings and schedules.

E. Ground-Fault Circuit Interrupter Receptacles (GFCI).

1. Ratings: 120 vac., 20 amp.
2. Tripping Requirement: UL Class A.
3. Construction:

   a. Shallow depth.
   b. Line and load terminal screws.
   c. Noise suppression.
   d. Feed through.
   e. Standard duplex wall plates shall fit.
   f. NEMA 5-20R configuration.

4. Meet requirements of UL 943 ground-fault circuit interrupters.

F. Wiring Device Plates and Covers:

1. Wall plates for wiring devices with ganging and cut-outs as indicated, provided with metal screws for securing plates to devices, screw heads colored to match finish of plate.
2. Plates for Flush Mounted Devices:

   a. Hubbell 302/304 stainless steel.
3. Telephone outlet configuration to match telephone outlet jack or cable.
4. Device plates for surface mounted Type FS or FD boxes to be Type FSK galvanized steel.
5. Device plates for surface mounted, 4 in. sq boxes to be 1/2 in. raised galvanized steel covers.

6. Weatherproof plates and covers for exterior devices or devices in damp locations to be galvanized gray cast malleable with gasketed, lift cover plate.
7. Weatherproof plates and covers suitable for wet locations while in use.

    a. Hinged and gasketed cover/enclosure to maintain weather tight seal while the equipment is plugged into it. TayMac or equal.

2.07 MOTOR AND CIRCUIT DISCONNECTS

A. Manufacturers:

1. Eaton Electrical.
2. Square D, Schneider Electric.

B. Enclosed Circuit Breaker Construction:

1. Dual cover interlock.
2. External trip indication.
3. Provisions for control circuit interlock.
4. Padlock provisions for padlock in Off position.
5. Handle attached to box, not cover.
6. Handle position indicates On, Off or Tripped.
7. Provisions for insulated or groundable neutral.

C. Permanent Trip Circuit Breakers:

1. Thermal and magnetic protection.
2. Magnetic protection only in combination with motor starters and motor circuit protectors (MCP).
3. Single magnetic trip adjustment.
4. Single-handle common trip, 2 and 3 poles (handle ties not acceptable).
5. Push-to-trip test button.
6. Bolt-on type.
7. Quick make and break toggle action.
8. Handle trip indication.
9. Handle position indication, On, Off, and Tripped centered.
10. UL listed for type of wire specified.
11. UL listed short circuit rating (integrated equipment rating).

    a. Up to 240v: 10,000 RMS symmetrical amp minimum.
    b. Up to 480v: 14,000 RMS symmetrical amp minimum.

D. Safety Switches:

1. NEMA heavy duty Type HD.
2. Dual cover interlock.
3. Visible blades.
4. Provisions for control circuit interlock.
5. Pin type hinges.
6. Tin plated current carrying parts.
7. Quick make and break operator mechanism.
8. Handle attached to box, not cover.
9. Handle position indication, On in up position and Off in down position.
10. Padlock provisions for up to 3 padlocks in Off position.
11. UL listed lugs for type and size of wire specified.
12. Spring reinforced fuse clips for Class R fuses.
13. Provisions for insulated or groundable neutral.

14. UL listed short circuit rating 200,000 RMS amp with Class R fuses.

E. Enclosures:

1. NEMA 1 in electrical equipment rooms
2. NEMA 12 in other indoor locations.
3. NEMA 4X stainless steel with watertight hubs for outdoor and wet locations.
4. NEMA 7 in hazardous classified locations.
5. As otherwise indicated and as required by NEC.

2.08 FUSES

A. Manufacturers:

1. Cooper Bussmann.
2. Ferraz Shawmut.
3. Littelfuse.

B. 250v Fuses:

1. Class RK 1, 1-end rejection or to fit mountings specified, 1/10 to 600 amps, 200,000 amp interrupting rating.

   a. Bussmann Low-Peak. LPN-R, dual element, time delay with short circuit protection for motor, transformer, welder, feeder, and main service protection.

C. 600v Fuses:

1. Class RK 1, 1-end rejection or to fit mountings specified, 1/10 to 600 amps, 200,000 amp interrupting rating.

   a. Bussmann Low-Peak. LPS-R, dual element, time delay with short circuit protection for motor, transformer, welder, feeder and main service protection.

2. Class L, bolt-in, 601 to 6,000 amps, 200,000 amp interrupting rating.

   a. Bussmann HI-CAP. KRP-C, time delay for overload and short circuit protection for motor, transformer, feeder, and main service protection.

3. Class CC, fast acting, single element, 1/10 to 30 amps, 200,000 amp interrupting rating.

   a. Bussmann Limitron. KTK-R, UL listed for motor control circuits, lighting ballasts, control transformers, and street lighting fixtures.

D. Spare Fuses:

1. 10%, minimum of 3, of each type and rating of installed fuses.

E. Spare Fuse Cabinet:

1. Cabinet: Wall-mounted, 18 ga minimum steel unit with full-length, recessed piano-hinged door with key coded cam lock and pull.
2. Size: Provide for orderly storage of spare fuses of this project plus 15% spare capacity, minimum.
3. Finish: Gray baked enamel.
4. Cabinet Door: Bear legend in stenciled 1-1/2 in. high letters, “Spare Fuses.”
5. Fuse Pullers: For each size fuse.

PART 3 EXECUTION

3.01 RACEWAY SYSTEMS

A. Outdoors, Damp or Wet Locations: Use following wiring methods unless otherwise noted on Drawings:

1. Exposed: Galvanized rigid steel.
2. Concealed: Electrical metallic tubing.
3. Underground Power: PVC-coated steel conduit.
4. Connection to Vibrating Equipment (including transformers and hydraulic, pneumatic, or electric solenoid or motor-driven equipment): Liquidtight flexible metal conduit.

B. Indoor Dry Locations: Use following wiring methods unless otherwise noted on Drawings.

1. Connection to Vibrating Equipment (including transformers and hydraulic, pneumatic, or electric solenoid or motor-driven equipment): Flexible metal conduit.
2. Exposed: Galvanized rigid steel conduit.
3. Concealed: Electrical metallic tubing.

C. Use 3/4 in. minimum trade size conduit unless otherwise noted except conduit runs to room light switches may be 1/2 in.

D. Raceways Embedded in Slabs: Comply with Section 03 30 10 and the following:

1. Use galvanized rigid steel conduit.
2. Secure raceways to reinforcing rods to prevent sagging or shifting during concrete placement.
3. Space raceways laterally to prevent voids in concrete.
4. Install in middle third of slab thickness where practical, and leave at least 1 in. (25 mm) concrete cover.
5. Run conduit larger than 1 in. trade size parallel to or at right angles to main reinforcement and spaced on center of at least 3 times conduit trade diameter with minimum 2 in. concrete covering. Conduits over 1 in. may not be installed in slab without approval of ENGINEER.
6. When at right angles to reinforcement, place conduit close to slab support.
7. Conduits embedded in concrete frame shall comply with applicable provisions of ACI 318/318R.

E. Examine surfaces to receive raceways, wireways, and fittings for compliance with installation tolerances and other conditions affecting performance of raceway system.

F. Coordinate layout and installation of raceway and boxes with other construction elements to ensure adequate headroom, working clearance, and access.

G. Complete conduit installation prior to installing cables.

H. Raceway systems shall be continuous from outlet to outlet and from outlets to cabinets, junction or pull boxes.

I. Enter and secure to boxes ensuring electrical continuity from point of service to outlets.

J. Conduit shall be run concealed except exposed surface conduit may be installed where noted on Drawings or where concealment found to be impractical or impossible, and only with approval of ENGINEER.

K. Provide watertight conduit system where installed in wet places, underground or where buried in masonry or concrete.

1. Use threaded hubs when entering top of enclosures.
2. Use sealing type locknuts when entering sides or bottom of enclosures.

L. Conduit runs extending through areas of different temperature or atmospheric conditions or partly indoors and partly outdoors shall be sealed, drained, and installed in manner preventing drainage of condensed or entrapped moisture into cabinets, motors or equipment enclosures.

M. Route conduit runs above suspended acoustical ceilings not interfering with tile panel removals.

N. Cap conduits after installation to prevent entry of debris.

O. Connections to motors and equipment subject to vibration shall be maximum of 3 ft long. Locate where least subject to physical abuse.

P. Install conduit expansion fittings complete with bonding jumper in following locations.

1. Conduit runs crossing structural expansion joint.
2. Conduit runs attached to 2 separate structures.
3. Conduit runs where movement perpendicular to axis of conduit may be encountered.

Q. Keep raceways at least 6 in. away from parallel runs of flues and steam or hot water pipes. Install horizontal raceway runs above water and steam piping.

R. Install separate ground conductor inside flexible conduit connections.

S. PVC Coated Galvanized Rigid Steel Conduit: Use only fittings approved for use with that material. Patch nicks and scrapes in PVC coating after installing conduit.

T. Install 4 ft 0 in. to 6 ft 0 in. flexible steel conduit drops from independent junction box mounted above ceiling and accessible from below ceiling to recessed ceiling mounted equipment. Allow for positioning of equipment to tile increments.

3.02 BOXES

A. Cap unused knockout holes where blanks have been removed and plug unused conduit hubs.

B. Do not burn holes, use knockout punches or saw.

C. Provide outlet box accessories as required for each installation such as mounting brackets, fixture studs, cable clamps, and metal straps for supporting outlet boxes compatible with outlet boxes being used and meeting requirements of individual wiring situations.

D. Sizes shall be adequate to meet NEC volume requirements, but in no case smaller than sizes indicated.

E. Location of outlets and equipment shown on Drawings is approximate. Verify exact location.

F. Flush outlets shall have edges or plaster flush with finished wall or ceiling surfaces so plates can be drawn tightly to wall or ceiling surfaces.

G. Minor modification in location of outlets and equipment is considered incidental up to distance of 10 ft with no additional compensation, provided notification of modification is given prior to roughing in of outlet.

H. Outlet Boxes and Fittings: Install outlet and device boxes and associated covers and fittings of materials and NEMA types for each location in conformance with following requirements unless otherwise noted on Drawings:

1. Interior Dry Locations: Sheet steel, NEMA type 1 for flush mounting and feraloy Type FS or FD cast boxes with threaded conduit hubs for surface mounting.
2. Locations Exposed to Weather or Dampness: Galvanized, cast metal, NEMA Type 3R.
3. Wet Locations: Stainless Steel, NEMA type 4X enclosures.
4. Corrosive Locations: Stainless Steel, NEMA type 4X enclosures.
5. Metal Door Jambs: Narrow partition boxes with internal ears.

I. Pull and Junction Boxes: Install pull and junction boxes of materials and NEMA types suitable for each location.

J. Mounting height as follows unless otherwise shown on Drawings:

1. Switches: 48 in. above floor.
2. ac Receptacles and Telephone Outlets: 15 in. above floor or 6 in. above counters, counter back-splashes, and baseboard radiators in finished areas; 48 in. above floor in unfinished areas.
3. Wall Bracket Lighting Fixtures: 8 in. above mirrors or 6 ft 6 in. above floor.
4. Pushbuttons: 48 in. above floor.
5. Motor Starters and Disconnect Switches: 60 in. above floor.
6. Thermostats: 60 in. above floor.
7. Bells and Horns: 8 ft 0 in. above floor.
8. Clocks: 8 ft 0 in. above floor.

K. Do not install boxes back to back or through wall. Offset outlet boxes on opposite sides of wall, minimum 12 in.

L. Lighting Fixture Outlet Boxes:

1. Securely mount with approved type bar hangers spanning structural members to support weight of fixture.
2. Do not support from conduit.
3. Equip with 3/8 in. fixture stud and tapped fixture ears.

M. Floor boxes.

1. Adjust box to align with finish floor.
2. Install in accordance with manufacturer's recommendations.

N. Fire rated through floor fittings.

1. Spacing and location as noted on Drawing.
2. Install in accordance with manufacturer's instructions.

3.03 WIRE AND CABLE

A. Install wires and cables as indicated, according to manufacturer's written instructions and NECA "Standard of Installation".

B. Run wire and cable in conduit unless otherwise indicated on Drawings.

C. On branch circuits, use standard colors.

D. Run ground wire with power circuits; conduit shall not be grounding path.

E. Provide separate conduit systems for following.

1. Line voltage control.
2. Low voltage control.
3. Shielded instrumentation.
4. Telephone system.
5. Utility telephone cables.
6. Exit lights.
7. As required by NEC.

F. Run instrumentation cable into control cabinets or MCC only if terminated therein.

G. Terminate control, instrumentation, and communication cables on terminal strips in separate terminal cabinets located near conduit entrances of buildings or as shown on Drawings.

H. Color Coding: Conductors for lighting and power wiring as indicated below.

Phase	208/120v	480/277v
A	Black	Brown
B	Red	Orange
C	Blue	Yellow
Travelers	Pink	Purple
Neutral	White	White with non-green stripe
Ground	Green	Green

I. Color coding for intrinsically safe systems shall be light blue.

3.04 JOINTS, TAPS, AND SPLICES

A. Where preinsulated spring connectors are used for motor and equipment connections, tape connector to wire to prevent loosening under vibration.

B. Each tap, joint or splice in conductors No. 8 AWG and larger shall be taped with 2 half-lap layers of vinyl plastic electrical tape and finish wrap of color coding tape where required by code.

C. Cable splices shall be made only in wireways, distribution boxes, and junction boxes.

3.05 WIRING DEVICES

A. Do not install devices until wiring is complete.

B. Do not use terminals on wiring devices (hot or neutral) for feed-through connections, looped or otherwise. Make circuit connections by using wire connectors and pigtails.

C. Install gasket plates for devices or system components having light emitting features such as switch with pilot light and dome lights. Where installed on rough textured surfaces, seal with black self-adhesive polyfoam.

D. Ground receptacles with insulated green ground wire from device ground screw to bolted outlet box connection or as shown on Drawings.

E. Install GFCI receptacles as required by NEC.

3.06 MOTOR AND CIRCUIT DISCONNECTS

A. Locate disconnect switches as shown on Drawings and required by NEC.

B. Provide control circuit interlock as required by NEC.

C. Overcurrent protective devices.

1. Install fuses just prior to energizing equipment.
2. Locate circuit breakers as shown on Drawings.

D. Install on equipment rack or anchor firmly to wall or structural surface.

E. Support and fasten in accordance with Section 26 05 29.

3.07 PANELBOARDS

A. Surface mount as specified on Drawings and schedules.

B. Support panel cabinets independently to structure with no weight bearing on conduits.

C. Install recessed panelboards to allow cover to be drawn tight against wall to provide neat appearance.

D. Install panelboards so top breaker is not higher than 6 ft 0 in. above floor.

E. Adjacent panel cabinets shall be same size and mounted in horizontal alignment.

F. Install typewritten directory in each panelboard, accurately indicating rooms or equipment being served after final circuit changes have been made to balance circuit loads.

G. Install filler plates in unused spaces.

3.08 TRANSFORMER

A. Install wall mounted transformers on prefabricated brackets designed for that purpose.

B. Install floor mounted transformers on 4 in. high concrete housekeeping pads.

C. Tighten bus connections and mechanical fasteners.

D. Adjust voltage taps for required system voltage and check grounding requirements.

3.09 FIELD QUALITY CONTROL

A. Control Circuits, Branch Circuits, Feeders, Motor Circuits, and Transformers:

1. Megger check of phase-to-phase and phase-to-ground insulation levels.

a. Do not megger check solid state equipment.

2. Continuity.
3. Short circuit.
4. Operational check.

B. Wiring Devices:

1. Test receptacles with Hubbell 5200, Woodhead 1750 or equal tester for correct polarity, proper ground connection, and wiring faults.

3.10 ADJUSTMENT AND CLEANING

A. Motor Starters and Disconnects:

1. Adjust covers and operating mechanisms for free mechanical movement.
2. Tighten wire and cable connections.
3. Verify over-current protection thermal unit size with motor nameplate to provide proper operation and compliance with NEC.
4. Clean interior of enclosures.
5. Touch up scratched or marred surfaces to match original finish.

B. Circuit Breakers:

1. Adjustable settings shall be set to provide selective coordination, proper operation, and compliance with NEC.

* * * END OF SECTION * * *

SECTION 26 05 26
GROUNDING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Grounding of electrical systems and equipment and basic requirements for grounding for protection of life, equipment, circuits, and systems.
2. Grounding requirements specified in this Section may be supplemented in other Sections of these Specifications.

1.02 SUBMITTALS

A. Certificates for field testing agency, signed by CONTRACTOR, certifying that agency complies with requirements specified in “Quality Assurance” Article below.

B. Report of Field Tests and Observations: Certified by CONTRACTOR.

C. Test Results:

1. Certified field tests and observation reports indicating and interpreting test reports for compliance with performance requirements.

D. Submit in accordance with Section 01 33 10.

1.03 QUALITY ASSURANCE

A. Comply with UL 467.

B. Items provided under this section shall be listed or labeled by UL or other Nationally Recognized Testing Laboratory (NRTL).

1. Term “NRTL” shall be as defined in OSHA Regulation 1910.7.
2. Terms “listed” and “labeled” shall be as defined in National Electrical Code, Article 100.

C Regulatory Requirements:

1. National Electrical Code (NEC): Components and installation shall comply with National Fire Protection Association NFPA 70.

PART 2 PRODUCTS

2.01 GROUNDING AND BONDING PRODUCTS

A. Governing Requirements: Where types, sizes, ratings, and quantities indicated are in excess of NEC requirements, more stringent requirements and greater size, rating, and quantity indications govern.

2.02 WIRE AND CABLE GROUNDING CONDUCTORS

A. Conform to NEC, Table 8, except as otherwise indicated, for conductor properties, including stranding.

1. Material: Copper.

B. Equipment Grounding Conductors: Insulated with green color insulation.

C. Grounding-Electrode Conductors: Stranded cable.

D. Underground Conductors: Bare, tinned, stranded, except as otherwise indicated.

E. Bare Copper Conductors:

1. Solid Conductors: ASTM B3.
2. Assembly of Stranded Conductors: ASTM B8.
3. Tinned Conductors: ASTM B33.

2.03 MISCELLANEOUS CONDUCTORS

A. Grounding Bus: Bare, annealed-copper bars of rectangular cross section.

B. Braided Bonding Jumpers: Copper tape, braided No. 30 AWG bare copper wire, terminated with copper ferrules.

C. Bonding Straps: Soft copper, 0.05 in. (1 mm) thick and 2 in. (50 mm) wide, except as indicated.

2.04 CONNECTOR PRODUCTS

A. Pressure Connectors: High-conductivity-plated units.

B. Bolted Clamps: Heavy-duty type.

C. Exothermic-Welded Connections: Provided in kit form and selected per manufacturer's written instructions for specific types, sizes, and combinations of conductors and connected items.

2.05 GROUNDING ELECTRODES

A. Grounding Rods: Copper-clad steel.

1. Size: 3/4 in. by 120 in. (19 by 3000 mm).

PART 3 EXECUTION

3.01 APPLICATION

A. Equipment Grounding Conductors: Comply with NEC, Article 250 for types, sizes, and quantities of equipment grounding conductors, except where specific types, larger sizes, or more conductors than required by NEC are indicated.

1. Install equipment grounding conductor with circuit conductors for items below in addition to those required by Code:

a. Feeders and branch circuits.
b. Lighting circuits.
c. Receptacle circuits.
d. Single-phase motor or appliance branch circuits.
e. Three-phase motor or appliance branch circuits.
f. Flexible raceway runs.
g. Armored and metal-clad cable runs.

2. Computer Outlet Circuits: Install separate equipment grounding conductor in branch circuit runs from computer area power panels or power-distribution units.
3. Nonmetallic Raceways: Install equipment grounding conductor in nonmetallic raceways unless they are designated for telephone or data cables.
4. Air-Duct Equipment Circuits: Install equipment grounding conductor to duct-mounted electrical devices operating at 120 V and above, including air cleaners and heaters. Bond conductor to each unit and to air duct.
5. Water Heater, Heat-Tracing, and Antifrost Heater Circuits: Install separate equipment grounding conductor to each electric water heater, heat-tracing assembly, and antifrost heating cable. Bond conductor to heater units, piping, connected equipment, and components.

3.02 INSTALLATION

A. Ground electrical systems and equipment according to NEC requirements, except where Drawings or Specifications exceed NEC requirements.

B. Grounding Rods: Locate minimum of 1 rod length from each other and at least same distance from any other grounding electrode.

1. Drive until tops are 2 in. (50 mm) below finished floor or final grade, except as otherwise indicated.
2. Interconnect with grounding-electrode conductors. Use exothermic welds, except at test wells and as otherwise indicated. Make these connections without damaging copper coating or exposing steel.

C. Grounding Conductors: Route along shortest and straightest paths possible, except as otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

D. Underground Grounding Conductors: Use bare copper wire. Bury at least 24 in. (600 mm) below grade.

3.03 CONNECTIONS

A. Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.

1. Use electroplated or hot-tin-coated materials to assure high conductivity and to make contact points closer in order of galvanic series.
2. Make connections with clean, bare metal at points of contact.
3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
4. Make aluminum-to-galvanized steel connections with tin-plated copper jumpers and mechanical clamps.
5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

B. Exothermic-Welded Connections: Use for connections to structural steel and for underground connections, except those at test wells. Comply with manufacturer's written instructions. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.

C. Equipment Grounding-Wire Terminations: For No. 8 AWG and larger, use pressure-type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure-type connectors.

D. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values. Where these requirements are not available, use those specified in UL 486A-486B.

E. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by manufacturer of connectors. Provide embossing die code or other standard method to make visible indication that connector has been adequately compressed on grounding conductor.

F. Moisture Protection: Where insulated grounding conductors are connected to grounding rods or grounding buses, insulate entire area of connection and seal against moisture penetration of insulation and cable.

3.04 FIELD QUALITY CONTROL

A. Testing:

1. Subject completed grounding system to megger test at each location where maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at ground test wells.
2. Measure ground resistance not less than 2 full days after last trace of precipitation, and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
3. Perform tests by 2 point method according to Section 9.03 of IEEE 81.

B. Maximum grounding to resistance values are as follows:

1. Equipment Rated 500 kVA and Less: 10 ohms.
2. Equipment Rated 500 to 1000 kVA: 5 ohms.
3. Equipment Rated More than 1000 kVA: 3 ohms.
4. Unfenced Substations and Pad-Mounted Equipment: 5 ohms.
5. Manhole Grounds: 10 ohms.

C. Excessive Ground Resistance: Where resistance to ground exceeds specified values, notify ENGINEER promptly and include recommendations to reduce ground resistance and to accomplish recommended work.

D. Report: Prepare certified test reports, of ground resistance at each test location. Include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

* * * END OF SECTION * * *

SECTION 26 05 53
ELECTRICAL IDENTIFICATION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Identification of electrical materials, equipment, and installations.

1.02 SUBMITTALS

A. Product Data:

1. Submit for each type of product specified.

B. Miscellaneous:

1. Schedule of identification nomenclature to be used for identification signs and labels.

C. Submit in accordance with Section 01 33 10.

1.03 QUALITY ASSURANCE

A. Regulatory Requirements:

1. National Electrical Code: Components and installation shall comply with NFPA 70.

PART 2 PRODUCTS

2.01 RACEWAY AND CABLE LABELS

A. Manufacturer's Standard Products: Where more than one type is listed for specified application, selection is Installer's option, but provide single type for each application category. Use colors prescribed by ASME A13.1, NFPA 70, or as specified elsewhere.

B. Conform to ASME A13.1, Table 3, for minimum size of letters for legend and minimum length of color field for each raceway or cable size.

1. Color: Black legend on orange field.
2. Legend: Indicates voltage.

C. Adhesive Labels: Preprinted, flexible, self adhesive vinyl. Legend is over-laminated with clear, wear and chemical resistant coating.

D. Pre-tensioned, Wraparound Plastic Sleeves: Flexible, preprinted, color coded, acrylic bands sized to suit diameter of line it identifies and arranged to stay in place by pre-tensioned gripping action when placed in position.

E. Colored Adhesive Tape: Self adhesive vinyl tape not less than 3 mils thick by 1 to 2 in. wide (0.08 mm thick by 25 to 51 mm wide).

F. Underground Line Warning Tape: Permanent, bright colored, continuous printed, vinyl tape with following features:

1. Size: Not less than 6 in. wide by 4 mils thick (152 mm wide by 0.102 mm thick).
2. Compounded for permanent direct burial service.
3. Embedded continuous metallic strip or core.
4. Printed Legend: Indicates type of underground line.

G. Tape Markers: Vinyl or vinyl cloth, self adhesive, wraparound type with preprinted numbers and letters.

2.02 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Cable Ties: Fungus-inert, self extinguishing, 1 piece, self locking, Type 6/6 nylon cable ties with following features:

1. Minimum Width: 3/16 in. (5 mm).
2. Tensile Strength: 50 lb (22.3 kg) minimum.
3. Temperature Range: Minus 40 to 185°F (-4 to 85°C).

PART 3 EXECUTION

3.01 INSTALLATION

A. Install identification devices according to manufacturer's written instructions.

B. Install labels where indicated and at locations for best convenience of viewing without interference with operation and maintenance of equipment.

C. Lettering, Colors, and Graphics: Coordinate names, abbreviations, colors, and or designations used for electrical identification with corresponding designations used in Contract Documents or required by codes and standards. Use consistent designations throughout Project.

D. Sequence of Work: Where identification is to be applied to surfaces that require finish, install identification after completion of finish work.

E. Self Adhesive Identification Products: Clean surfaces of dust, loose material, and oily films before applying.

F. Identify Paths of Underground Electrical Lines: During trench backfilling, for exterior underground power, control, signal, and communications lines, install continuous underground plastic line marker located directly above line at 6 to 8 in. (150 to 200 mm) below finished grade. Where multiple lines installed in common trench or concrete envelope do not exceed an overall width of 16 in. (400 mm), use single line marker.

1. Install line marker for underground wiring, both direct buried and in raceway.

G. Color Code Conductors: Secondary service, feeder, and branch circuit conductors throughout secondary electrical system.

1. Field applied, color coding methods may be used in lieu of factory coded wire for sizes larger than No. 10 AWG.

    a. Colored, pressure sensitive plastic tape in half lapped turns for distance of 6 in. (150 mm) from terminal points and in boxes where splices or taps are made. Apply last 2 turns of tape with no tension to prevent possible unwinding. Use 1 in. (25 mm) wide tape in colors as specified. Adjust tape bands to avoid obscuring cable identification markings.
    b. Colored cable ties applied in groups of 3 ties of specified color to each wire at each terminal or splice point starting 3 in. (76 mm) from terminal and spaced 3 in. (76 mm) apart. Apply with special tool or pliers, tighten to snug fit, and cut off excess length.

2. 480/277 - System: As follows:

    a. Phase A: Brown.
    b. Phase B: Orange.
    c. Phase C: Yellow.
    d. Neutral: White.
    e. Ground: Green.

H. Apply identification to conductors as follows:

1. Conductors to Be Extended in Future: Indicate source and circuit numbers.
2. Multiple Power or Lighting Circuits in Same Enclosure: Identify each conductor with source, voltage, circuit number, and phase. Use color coding for voltage and phase indication of secondary circuit.
3. Multiple Control and Communications Circuits in Same Enclosure: Identify each conductor by its system and circuit designation. Use consistent system of tags, color coding, or cable marking tape.

* * * END OF SECTION * * *

SECTION 26 24 16
PANELBOARDS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Lighting and power panelboards and associated auxiliary equipment rated 600 V and less.

1.02 SUBMITTALS

A. Product Data: For each type of panelboard, accessory item, and component specified.

B. Shop Drawings: For panelboards. Include dimensioned plans, sections, and elevations. Show tabulations of installed devices, major features, and voltage rating. Include following:

1. Enclosure type with details for types other than NEMA 250, Type 1.
2. Bus configuration and current ratings.
3. Short-circuit current rating of panelboard.
4. Features, characteristics, ratings, and factory settings of individual protective devices and auxiliary components.

C. Test Results:

1. Indicate and interpret field test results for compliance with performance requirements.

D. Submit in accordance with Section 01 33 10.

1.03 QUALITY ASSURANCE

A. Items provided under this section shall be listed or labeled by UL or other Nationally Recognized Testing Laboratory (NRTL).

1. Term “NRTL” shall be as defined in OSHA Regulation 1910.7.
2. Terms “listed” and “labeled” shall be as defined in National Electrical Code, Article 100.

B. Regulatory Requirements:

1. National Electrical Code (NEC): Components and installation shall comply with National Fire Protection Association (NFPA) 70.

C. Comply with NEMA PB 1.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Cutler-Hammer Products/Westinghouse.

B. Square D Co.

2.02 PANELBOARD FABRICATION

A. Enclosures: Flush- or surface-mounted cabinets as indicated. NEMA PB 1, Type 1, unless otherwise indicated to meet environmental conditions at installed location.

B. Front: Secured to box with concealed trim clamps, unless otherwise indicated. Front for surface-mounted panelboards shall be same dimensions as box. Fronts for flush panelboards shall overlap box, unless otherwise indicated.

C. Directory Frame: Metal, mounted inside each panelboard door.

D. Bus: Hard drawn copper of 98% conductivity.

E. Main and Neutral Lugs: Compression type.

F. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment ground conductors. Bonded to box.

G. Service Equipment Approval: Listed for use as service equipment for panelboards with main service disconnect.

H. Future Devices: Equip with mounting brackets, bus connections, and necessary appurtenances, for over-current protective device ampere ratings indicated for future installation of devices.

I. Special Features: Include following features for panelboards as indicated:

1. Isolated Equipment Ground Bus: Adequate for branch-circuit equipment ground conductors; insulated from box.

J. Extra Gutter Space: Dimensions and arrangement as indicated.

2.03 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Branch Over-current Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.

B. Doors: In panelboard front, with concealed hinges. Secure with flush catch and tumbler lock, keyed alike.

2.04 DISTRIBUTION PANELBOARDS

A. Branch-Circuit Breakers: Where overcurrent protective devices are indicated to be circuit breakers, use bolt-on circuit breakers, except circuit breakers 225-A frame size and greater may be plug-in type where individual positive-locking device requires mechanical release for removal.

2.05 OVERCURRENT PROTECTIVE DEVICES

A. Molded-Case Circuit Breaker: NEMA AB 1, handle lockable.

1. Characteristics: Frame size, trip rating, number of poles, and auxiliary devices as indicated and interrupting capacity rating to meet available fault current.
2. Application Listing: Appropriate for application, including Type SWD for switching fluorescent lighting loads, Type HACR for heating, air-conditioning, and refrigerating equipment and Class B GFCI for pipeline and vessel fixed electrical heating equipment unless otherwise indicated.
3. Circuit Breakers, 200 A and Larger: Trip units interchangeable within frame size.
4. Circuit Breakers, 400 A and Larger: Field-adjustable short-time and continuous current settings.

5. Current-Limiting Trips: Where indicated, let-through ratings less than NEMA FU 1, Class RK-5.
6. Current Limiters: Where indicated, integral fuse listed for circuit breaker.
7. Lugs: Mechanical lugs and power-distribution connectors for number, size, and material of conductors indicated.
8. Shunt Trip: Where indicated.

2.06 TRANSIENT VOLTAGE SURGE SUPPRESSORS

A. Description: IEEE C62.41.1 and IEEE C62.41.2, selected to meet requirements for category indicated.

1. Exposure: low.

B. Impulse sparkover voltage coordinated with system circuit voltage.

C. Factory mounted with UL-recognized mounting device.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install panelboards and accessory items according to NEMA PB 1.1.

B. Mounting Heights: Top of trim 74 in. (1880 mm) above finished floor, unless otherwise indicated.

C. Mounting: Plumb and rigid without distortion of box. Mount flush panelboards uniformly flush with wall finish.

D. Circuit Directory: Type directory to indicate installed circuit loads after balancing panelboard loads. Obtain approval before installing.

E. Install filler plates in unused spaces.

F. Provision for Future Circuits at Flush Panelboards: Stub four 1 in. (27 mm) empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in future. Stub four 1 in. (27 mm) empty conduits into raised floor space or below slab not on grade.

G. Wiring in Panelboard Gutters: Arrange conductors into groups, and bundle and wrap with wire ties after completing load balancing.

3.02 IDENTIFICATION

A. Identify field-installed wiring and components and provide warning signs as specified in Section 26 05 53.

B. Panelboard Nameplates: Label each panelboard with engraved laminated-plastic or metal nameplates mounted with corrosion-resistant screws.

3.03 GROUNDING

A. Make equipment grounding connections for panelboards.

B. Provide ground continuity to main electrical ground bus.

3.04 CONNECTIONS

A. Tighten electrical connectors and terminals, including grounding connections, according to manufacturer's published torque-tightening values. Where manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

3.05 FIELD QUALITY CONTROL

A. Make insulation-resistance tests of each panelboard bus, component, and connecting supply, feeder, and control circuits.

B. Make continuity tests of each circuit.

C. Visual and Mechanical Inspection.

1. Check circuit breaker for proper mounting and compare nameplate data to drawings and specifications.
2. Operate circuit breaker to ensure smooth operations.
3. Inspect case for cracks or other defects.

D. Balancing Loads: After Substantial Completion, conduct load-balancing measurements and make circuit changes as follows:

1. Perform measurements during period of normal working load as advised by OWNER.
2. Perform load-balancing circuit changes outside normal occupancy/working schedule of facility. Make special arrangements with OWNER to avoid disrupting critical 24 hr services such as fax machines and on-line data processing, computing, transmitting, and receiving equipment.
3. Recheck loads after circuit changes during normal load period. Record all load readings before and after changes and submit test records.
4. Tolerance: Difference exceeding 20% between phase loads, within panelboard, is not acceptable. Rebalance and recheck as required to meet this minimum requirement.

3.06 ADJUSTING

A. Set field-adjustable pick-up and time-sensitivity ranges as indicated.

3.07 CLEANING

A. On completion of installation, inspect interior and exterior of panelboards. Remove paint splatters and other spots, dirt, and debris. Touch up scratches and mars of finish to match original finish.

* * * END OF SECTION * * *

CITY OF WATERLOO

Council Communication

Motion approving Final Quantity Summary, Change Order No. 2 with KW Electric, Inc., of Cedar Falls, Iowa, for a net decrease of $2,183.80, in conjunction with the Ridgeway Avenue and Greyhound Intersection Signalization Iowa DOT Grant Project No. CS-TSF-8155(762)--85-07, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 1/18/2022
Prepared: 12/28/2021

ATTACHMENTS:

	Description	Type
🗋	Change Order No. 2	Backup Material

SUBJECT:	Motion approving Final Quantity Summary, Change Order No. 2 with KW Electric, Inc., of Cedar Falls, Iowa, for a net decrease of $2,183.80, in conjunction with the Ridgeway Avenue and Greyhound Intersection Signalization Iowa DOT Grant Project No. CS-TSF-8155(762)--85-07, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Mohammad Elahi, Traffic Engineer
Recommended Action:	Approve resolution.
Summary Statement:	The project has been completed and signals operating. 2 change orders reduced the contract amount by $38,036.80.
Expenditure Required/Source of Funds:	$8,488.82 GO Bond Funds. (Based on the final pay estimate.) (DOT Grant: $310,000, Contract Amount: $369,940.70, Final cost $331,903.90)

[redacted]

CHANGE ORDER

Change Order No.: 2

No.: Two

Non-Substantial: ☒

Substantial: ☐

Contract Work Type: [redacted]

Project Number: CS-TSF-8155(762)--85-07

Local Public Agency: City of Waterloo

Contractor: K&W Electric, Inc.

Date Prepared: [redacted]

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

A - Description of change to be made:

1. Add 21 SY of Standard or Slip Form Portland Cement Concrete Pavement, Class C, Class 2 Durability, 9 In.
2. Add 10 SY of Removal of Concrete
3. Add 47 LF of Subdrain, Plastic Pipe, 6 In.
4. Delete 181 LF of Silt Fence
5. Delete 37 LF of Silt Fence for Ditch Checks
6. Delete 218 LF of Removal of Silt Fence or Silt Fence for Ditch Checks
7. Delete 218 LF of Maintenance of Silt Fence or Silt Fence for Ditch Checks
8. Delete 22 LF of Removal of Perimeter and Slope Sediment Control Device
9. Delete 3 EACH of Mobilizations, Erosion Control
10. Delete 1 EACH of Mobilizations, Emergency Erosion Control

B - Reason for change:

1. Additional 9-inch, Class C, PCC Pavement was required to complete Project, including a small section of adjacent concrete that was damaged during construction and was required to be replaced.
2. Additional Removal of Concrete was required to complete Project, including a small section of adjacent concrete that was damaged during construction and was required to be replaced.
3. Additional Subdrain, Plastic Pipe, 6 In was required to complete Project.
4. Less Silt Fence was required to complete Project.
5. Less Silt Fence for Ditch Checks was required to complete Project.
6. Less Removal of Silt Fence or Silt Fence for Ditch Checks was required to complete Project.
7. Less Maintenance of Silt Fence or Silt Fence for Ditch Checks was required to complete Project.
8. Less Removal of Perimeter and Slope Sediment Control Device was required to complete Project.
9. Fewer Mobilizations, Erosion Control were required to complete Project.
10. Fewer Mobilizations, Emergency Erosion Control were required to complete Project.

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

1. Add 21 SY of Standard or Slip Form Portland Cement Concrete Pavement, Class C, Class 2 Durability, 9 In.: Add $1223.25.
2. Add 10 SY of Removal of Concrete: Add $135.00.
3. Add 47 LF of Subdrain, Plastic Pipe, 6 In.: Add $596.90.
4. Delete 181 LF of Silt Fence: Deduct $570.15.
5. Delete 37 LF of Silt Fence for Ditch Checks: Deduct $196.10.
6. Delete 218 LF of Removal of Silt Fence or Silt Fence for Ditch Checks: Deduct $403.30.
7. Delete 218 LF of Maintenance of Silt Fence or Silt Fence for Ditch Checks: Deduct $228.90.
8. Delete 22 LF of Removal of Perimeter and Slope Sediment Control Device: Deduct $115.50.
9. Delete 3 EACH of Mobilizations, Erosion Control: Deduct $1575.00.
10. Delete 1 EACH of Mobilizations, Emergency Erosion Control: Deduct $1,050.00.

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

1 - 10: Contract unit price.

Form 831240 (12-20)

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

Justification for selection:

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

Change Order No.: 2

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	5	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 2 DURABILITY, 9 IN.	$58.25	21.000	$1,223.25
	x	10	REMOVAL OF CONCRETE	$13.50	10.000	$135.00
	x	16	SUBDRAIN, PLASTIC PIPE, 6 IN.	$12.70	47.000	$596.90
	x	26	SILT FENCE	$3.15	-181.000	-$570.15
	x	27	SILT FENCE FOR DITCH CHECKS	$5.30	-37.000	-$196.10
	x	28	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	$1.85	-218.000	-$403.30
	x	29	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	$1.05	-218.000	-$228.90
	x	31	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	$5.25	-22.000	-$115.50
	x	32	MOBILIZATIONS, EROSION CONTROL	$525.00	-3.000	-$1,575.00
	x	33	MOBILIZATIONS, EMERGENCY EROSION CONTROL	$1,050.00	-1.000	-$1,050.00
					TOTAL	-$2,183.80

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
						TOTAL	

[redacted] *Mohammad Elahi* [redacted]

CITY OF WATERLOO

Council Communication

Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by KW Electric, Inc., of Cedar Falls, Iowa, in conjunction with the Ridgeway Avenue and Greyhound Intersection Signalization Iowa DOT Grant Project No. CS-TSF-8155(762)--85-07, for a total contract amount of $331,903.90, and release of retainage in the amount of $9,957.12.

City Council Meeting: 1/18/2022
Prepared:

SUBJECT:	Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by KW Electric, Inc., of Cedar Falls, Iowa, in conjunction with the Ridgeway Avenue and Greyhound Intersection Signalization Iowa DOT Grant Project No. CS-TSF-8155(762)--85-07, for a total contract amount of $331,903.90, and release of retainage in the amount of $9,957.12.
Submitted by:	Submitted By: Mohammad Elahi, Traffic Engineer
Recommended Action:	Approve.

CITY OF WATERLOO

Council Communication

Motion approving Final Quantity Summary for Aspro, Inc., for a net decrease of $276,466.22, in conjunction with the FY 2021 Street Reconstruction Program, Contract No. 1023, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 1/18/2022
Prepared: 1/5/2022

SUBJECT:	Motion approving Final Quantity Summary for Aspro, Inc., for a net decrease of $276,466.22, in conjunction with the FY 2021 Street Reconstruction Program, Contract No. 1023, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Dennis Gentz, PE, Assistant City Engineer
Summary Statement:	This is the accumulated amount of adjustments from original to final quantities that were determined necessary during the construction of the project, which results in a net decrease to the total project cost.

CITY OF WATERLOO

Council Communication

Resolution approving Completion of Project and Recommendation of Acceptance of Work, for work performed by Aspro, Inc., of Waterloo, Iowa, in the amount of $3,625,159.77, in conjunction with the FY 2021 Street Reconstruction Program, Contract No. 1023, and receive and file a two-year maintenance bond.

City Council Meeting: 1/18/2022
Prepared: 1/5/2022

SUBJECT:	Resolution approving Completion of Project and Recommendation of Acceptance of Work, for work performed by Aspro, Inc., of Waterloo, Iowa, in the amount of $3,625,159.77, in conjunction with the FY 2021 Street Reconstruction Program, Contract No. 1023, and receive and file a two-year maintenance bond.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
	Aspro, Inc. has completed the above referenced project in accordance with the plans and specifications.
Summary Statement:	Transmitted also to the Clerk's Office is the Maintenance Bond that guarantees to remedy any defects in workmanship or materials that may develop in said work within a period of two (2) years from the date of the acceptance of the work under said contract.
Implementation, Accountability, and Communication:	

CITY OF WATERLOO

Council Communication

Resolution approving Completion of Project and Acceptance of Work for work performed by WRH, Inc., of Amana, Iowa, and release of retainage in the amount of $45,556.39, in conjunction with the FY 2020 Wastewater Treatment Plant Digester No. 3 Cover Modifications, Contract No. 1021, and receive and file a two-year maintenance bond.

City Council Meeting: 1/18/2022
Prepared: 1/5/2022

ATTACHMENTS:

	Description	Type
🗋	Completion of Contract 1021	Backup Material

SUBJECT:	Resolution approving Completion of Project and Acceptance of Work for work performed by WRH, Inc., of Amana, Iowa, and release of retainage in the amount of $45,556.39, in conjunction with the FY 2020 Wastewater Treatment Plant Digester No. 3 Cover Modifications, Contract No. 1021, and receive and file a two-year maintenance bond.
Submitted by:	Submitted By: Brian Bowman, Treatment Operations Supervisor
Recommended Action:	Approval of Completion of Project and payment of retainage
Expenditure Required/Source of Funds:	$45,556.39/Sewer Fund

STRAND ASSOCIATES®

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

December 29, 2021

Mr. Brian Bowman
City of Waterloo
3505 Easton Avenue
Waterloo, IA 50703

Mr. Mitchell Vargason
WRH, Inc.
P.O. Box 256
Amana, IA 52203

Re: F.Y. 2020 Wastewater Treatment Plant Digester No. 3 Cover Modifications
Contract No. 1021
City of Waterloo, Iowa

Dear Brian and Mitch,

This letter is a Final Certificate of Substantial Completion for the above-referenced project. The above-referenced project was inspected on September 27, 2021.

A punch List of Items to be Completed or Corrected, which were noted during this inspection, is enclosed.

Based on this inspection, the Substantial Completion date shall be established as September 27, 2021.

Paragraph 19 of the Form of Contract indicates that before the Contractor is entitled to receive final payment, it shall execute and file a "Maintenance Bond" in the sum of not less than 100 percent of the total amount of the contract. A copy of this maintenance bond is enclosed. Additionally, an executed copy of the Consent of Surety to Final Payment is enclosed.

Sincerely,

STRAND ASSOCIATES, INC.®

Samuel K. Hocevar

Enclosures

c: Jerome Hutzler, Strand Associates, Inc.®
Matt Yentz, Strand Associates, Inc.®

List of Items to be Completed or Corrected
Wastewater Treatment Plant Digester No. 3 Cover Modifications
City Contract 1021
City of Waterloo, Iowa

Original List Date: September 27, 2021 Updated List Date: December 29, 2021

A. Site

~~1. Complete cleanup of debris and Exterior Insulation Finishing System material around Structure 310 southeast end.~~

B. Structure 310

Digester No. 3 Cover

~~1. Prepare and paint testing connections installed on access way.~~
2. Touch up coating damages on cover hold downs.
~~3. Reinstall rope between cover sign and cover center lug.~~

Control Room 102

~~1. Remove cement, mortar, and debris from tops of south door and closers.~~
~~2. Clean all duct, pipe, and devices south of a line 3 feet north of columns continuing south down AD-3 wall.~~
~~3. Paint two plumbing vent through roof (VTR) piping and sleeves to match existing.~~
~~4. Remove wires, hangers, and any other temporary supports from construction and relocations.~~
~~5. Anchor conduit strap to the ceiling above conduit body on Digester No. 3 wall associated with the valve FV-11-2-3.~~
~~6. Fasten conduit strap around conduit located between valve control station and valve actuator.~~
~~7. Provide conduit support members to be supported from structures. Provide a support member from the ceiling down to the conduit unstrut grouping FV-11-2-3 conduits at valve actuator.~~
~~8. Grout control station conduit and mixer motor power conduit routed through ceiling inside control room.~~
~~9. Securely fasten conduits to the building structure at intervals not exceeding 8 feet. Provide additional conduit support for the control station conduit and mixer motor conduit at the ceiling beam bend nearest roof penetration such that there is less than 8 feet between conduit supports.~~

Control Room Roof

~~1. Paint two plumbing VTR piping and sleeves to match existing.~~
~~2. Grind control station mounting stand edges smooth.~~

c: Jerry Hutzler, Strand Associates, Inc.®
Matt Yentz, Strand Associates, Inc.®

MAINTENANCE BOND

Bond No. IAC590565

KNOW ALL MEN BY THESE PRESENTS:

That, WRH, Inc of AMANA, Iowa as Principal, and the Merchants Bonding Company (Mutual) as Surety, are held and firmly bound unto City of Waterloo, Iowa in the penal sum of Nine Hundred Twelve Thousand Eight Hundred Seventy-six And 50/100 ($ $912,876.50) Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal entered into a certain contract, with City of Waterloo, Iowa To furnish all the material and labor necessary for the construction of F.Y. 2020 Wastewater Treatment Plant Digester No. 3 Cover Modifications, City Contract No. 1021, City of Waterloo, Iowa in Waterloo, Iowa In conformity with certain specifications; and

Whereas, a further condition of said contract is that the said Principal should furnish a bond in indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of Two (2) years from the date of acceptance of the work under said contract; and

Whereas, the said Merchants Bonding Company (Mutual) for a valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said City of Waterloo, Iowa

Now, therefore, the condition of this obligation is such, that if the said Principal shall, at his own cost and expense, remedy any and all defects that may develop in said work within the period of Two (2) years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

In Witness whereof, we have hereunto set our hands and seals this 20th day of September, 2021.

WRH, Inc

Principal

By:

Merchants Bonding Company (Mutual)

Surety

By:

Dione R. Young Attorney-in-Fact

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Dione R. Young

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March , 2020 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 5th day of March , 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this **20th** day of **September** , **2021** .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

Bond No. IAC590565

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER:
(Name and address)

City of Waterloo, Iowa
715 Mulberry Street
Waterloo, IA 50703

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: General Construction

CONTRACT DATED: June 15, 2020

PROJECT:
(Name and address)

F.Y. 2020 Wastewater Treatment Plant Digester No. 3 Cover Modifications, City Contract No. 1021, City of Waterloo, Iowa

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498

, SURETY,

on bond of
(Insert name and address of Contractor)

WRH, Inc
PO BOX 256
AMANA, IA 52203

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Waterloo, Iowa
715 Mulberry Street
Waterloo, IA 50703

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 20, 2021
(Insert in writing the month followed by the numeric date and year.)

Merchants Bonding Company (Mutual)
(Surety)

(Signature of authorized representative)

Attest:
(Seal):
Stacy Venn, Witness as to Surety

Dione R. Young, Attorney-in-Fact
(Printed name and title)

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Dione R. Young

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March , 2020 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 5th day of March , 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this **20th** day of **September** , **2021** .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

WRH, Inc.

FY 2020 Wastewater Treatment Plant Digester No. 3 Cover Modification
Notification of Completion – City of Waterloo, Iowa Contract Number 1021
1/3/2022

WRH, Inc is providing written notice of completion of construction Contract Number 1021 to the City of Waterloo, Iowa. Effective 1/3/2022, WRH acknowledges the completion of the scope of work issued to WRH, Inc. for the Digester No. 3 Cover Modifications in compliance with the bid documents provided.

WRH requests in writing acknowledgement we have complete our obligation to the contract achieving "Substantial Completion". WRH acknowledges that the completion of touch up paint is required when the weather is permitting under a warranty on Contract Number 1021.

Mitch Vargason
Project Manager
Mvargason@wendlerinc.com

Brian M. Bauman
Authorized Representative
City of Waterloo
Waste Management Services

CITY OF WATERLOO

Council Communication

Resolution rescinding Resolution No. 1999-59 in its entirety.

City Council Meeting: 1/18/2022
Prepared: 1/6/2022

SUBJECT:	Resolution rescinding Resolution No. 1999-59 in its entirety.
Submitted by:	Submitted By: Kelley Felchle, City Clerk
Recommended Action:	Rescind resolution.
Summary Statement:	On February 8, 1999, Resolution No. 1999-59 was passed "Dedicating Property for Street right-of-way purposes and approving street name as Dublin Drive. On January 3, 2022 Resolution No. 2022-006 the existing public street, Dublin Drive, was named as private street, Dublin Drive. Resolution No. 1999-59 should have been rescinded at that time, as the City of Waterloo cannot dedicate property that it does not own for street right-of-way, and this resolution accomplishes that task.

CITY OF WATERLOO

Council Communication

Motion to approve Change Order No. 1 with Plumb Tech Inc., of Waterloo, Iowa, for a net decrease of $2,483.00, in conjunction with the Ridgeway Towers Boiler Replacement Project, and authorizing the Mayor, Housing Authority Director, and City Clerk to execute said document.

City Council Meeting: 1/18/2022
Prepared: 12/30/2021

ATTACHMENTS:

	Description	Type
	RT Boiler Replacement Change Order	Backup Material

SUBJECT:	Motion to approve Change Order No. 1 with Plumb Tech Inc., of Waterloo, Iowa, for a net decrease of $2,483.00, in conjunction with the Ridgeway Towers Boiler Replacement Project, and authorizing the Mayor, Housing Authority Director, and City Clerk to execute said document.
Submitted by:	Submitted By: Julie Dawson, Housing Authority Director
Summary Statement:	An allowance of $5,000.00 was built into the contract for additional costs. A total of $2,517.00 of this allowance was used, resulting in a net decrease of $2,483.00

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Ridgeway Tower Boiler Replacement	Contract For: General Construction Date: 11/22/2021	Change Order Number: 001 Date: 11/22/2021
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
Waterloo Housing Authority 620 Mulberry Street, Suite 102 Waterloo, IA 50703	MODUS Engineering 214 East 4th Street Waterloo, IA 50703	Plumb Tech Inc. 3261 West Airline Hwy Waterloo, IA 50703

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.)
Removal of the remaining unused allowance ($5,000) that was included in the bid.

The original Contract Sum was	$	105,968.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	105,968.00
The Contract Sum will be decreased by this Change Order in the amount of	$	2,483.00
The new Contract Sum including this Change Order will be	$	103,485.00

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

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
MODUS ARCHITECT *(Firm name)*	Plumb Tech Inc. CONTRACTOR *(Firm name)*	City of Waterloo Waterloo Housing Authority OWNER *(Firm name)*
Jacob Connor SIGNATURE	Zach Behrends SIGNATURE	SIGNATURE
Jacob Connor, PE, Director PRINTED NAME AND TITLE	ZACH BEHRENDS PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
12/6/2022 DATE	12-21-21 DATE	DATE
		SIGNATURE
		PRINTED NAME AND TITLE
		DATE
		SIGNATURE
		PRINTED NAME AND TITLE
		DATE

AIA Document G701™ – 2017. Copyright © 1979, 1987, 2000, 2001 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:55:08 ET on 11/29/2021 under Order No.0594029435 which expires on 01/07/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (3B9ADA53)

CITY OF WATERLOO

Council Communication

Motion approving Change Order No. 5 from Woodruff Construction of Waterloo, Iowa for a net increase of $55,566.00 in conjunction with the FY 2020 Wastewater Treatment Plant Biosolids Modifications Project, Contract No. 994, and authorizing the Mayor to execute said document.

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

ATTACHMENTS:

	Description	Type
	Change Order No. 5	Backup Material

SUBJECT:	Motion approving Change Order No. 5 from Woodruff Construction of Waterloo, Iowa for a net increase of $55,566.00 in conjunction with the FY 2020 Wastewater Treatment Plant Biosolids Modifications Project, Contract No. 994, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Brian Bowman, Treatment Operations Supervisor
Recommended Action:	Approve Change Order
Expenditure Required/Source of Funds:	$55,566.00 /Sewer Funds

75 of years
EXCELLENCE IN ENGINEERING

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

December 31, 2021

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

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

Dear Brian,

Change Order No. 5 for the Contract with Woodruff Construction related to the above-referenced project is enclosed. This change order captures several modifications to the original Contract resulting in an addition of $55,566.00 to the Contract price. In addition, this change order also results in a change to the completion date of the project because of impacts to the supply chain from COVID-19 in early 2021, resulting in a delay to the procurement of equipment and construction materials.

As of Woodruff Construction's most recent pay request for the period ending on November 30, 2021, this project is 88.1 percent complete with 84 percent of the Contract time elapsed. The total value of changes to the original Contract price are summarized in the following table.

Change Order	Amount	
Nos. 1, 2, 3 and 4	ADD	$78,735.10
No. 5	ADD	$55,566.00
Total	**ADD**	**$134,301.10**

The current change in the Contract price is 0.8 percent of the original Contract value.

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

Sincerely,

STRAND ASSOCIATES, INC.®

Samuel K. Hocevar

Enclosure

SKH:tll\S:\MAD\4400--4499\4463\009\Construction\Change Orders\005\CO 5 Cover Letter.docx

75 of years
EXCELLENCE IN ENGINEERING

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

December 20, 2021

CHANGE ORDER NO. 5

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

Description of Change

5a	Provide galvanized plate lintels at the four overhead door openings in Structure 330 in accordance with the enclosed cost proposal dated July 26, 2021.	ADD	$6,804.00
5b	Provide gate valve in new 4-inch W2 line in Structure 170 and gate valve in new 4-inch W2 line in Structure 190 in accordance with the enclosed Cost Proposal Request (CPR) 013 dated August 17, 2021.	ADD	$7,855.00
5c	Provide bearing plate for the insulated metal panel at the far southwest end of Structure 330 in accordance with the enclosed cost proposal dated October 1, 2021.	ADD	$3,239.00
5d	Provide identification for process interconnections piping and equipment in accordance with the enclosed CPR 014 dated August 26, 2021.	ADD	$21,036.00
5e	Provide modifications to storm piping near Structure 350 in accordance with the enclosed cost proposal dated September 27, 2021.	ADD	$6,961.00
5f	Provide partial demolition of abandoned tank walls northwest of Structure 190 in accordance with the enclosed CPR 016 dated September 7, 2021.	ADD	$9,671.00
5g	Amend Contract Substantial Completion date and Contract Final Completion date for time lost for construction material procurement as a result of COVID-19 impacts on manufacturing and supply chains.	ADD	$0.00
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	$55,566.00

Contract Price Adjustment

Original Contract Price	$16,587,300.00
Previous Change Order Adjustments	$78,735.10
Adjustment in Contract Price this Change Order	$55,566.00
Current Contract Price including this Change Order	$16,721,601.10

SKH:tll\S:\MAD\4400--4499\4463\009\Construction\Change Orders\005\CO 5.docx

Contract Substantial Completion Date Adjustment

Original Contract Substantial Completion Date	January 2, 2022
Contract Substantial Completion Date Adjustments due to previous Change Orders	47 Days
Contract Substantial Completion Date Adjustments due to this Change Order	37 Days
Current Substantial Contract Completion Dates including all Change Orders	March 27, 2022

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	March 3, 2022
Contract Final Completion Date Adjustments due to previous Change Orders	47 Days
Contract Final Completion Date Adjustments due to this Change Order	37 Days
Current Final Contract Completion Dates including all Change Orders	May 26, 2022

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

LICENSED PROFESSIONAL ENGINEER
RANDALL A. WIRTZ
16137
IOWA

RECOMMENDED

ENGINEER–Strand Associates, Inc.® — Date: 1/3/2021

APPROVED

CONTRACTOR–Woodruff Construction, LLC — Date: 12/21/21

APPROVED

OWNER–City of Waterloo, Iowa — Date:

CITY OF WATERLOO

Council Communication

Motion to approve Change Order No. 27 with Cardinal Construction, Inc., of Waterloo, Iowa, for a net increase of $6,388.00, in conjunction with the Five Sullivan Brothers Convention Center Addition and Renovation Project, and authorizing the Mayor to execute said document.

City Council Meeting: 1/18/2022
Prepared: 1/3/2022

ATTACHMENTS:

	Description	Type
	Change Order #27 - 5 Bros Add Reno	Backup Material

SUBJECT:	Motion to approve Change Order No. 27 with Cardinal Construction, Inc., of Waterloo, Iowa, for a net increase of $6,388.00, 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 15: Per RFI #21: cost to add (6) duct detectors for AHU 1, 2 and 5.

AIA® Document G701™ – 2017

Change Order

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

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

CHANGE ORDER INFORMATION:
Change Order Number: 027

Date: December 26, 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 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 15: Per RFI #21; cost to add (6) duct detectors for AHU 1, 2 and 5.....**Add $6,388.00**

TOTAL AMOUNT OF THIS CHANE ORDER, ADD TO CONTRACT SUM $6,388.00.

The original Contract Sum was	$	5,516,300.00
The net change by previously authorized Change Orders	$	426,163.30
The Contract Sum prior to this Change Order was	$	5,942,463.30
The Contract Sum will be increased by this Change Order in the amount of	$	6,388.00
The new Contract Sum including this Change Order will be	$	5,948,851.30

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**
December 26, 2021	December 29, 2021	
DATE	**DATE**	**DATE**

AIA Document G701™ – 2017. Copyright © 1979, 1987, 2000 , 2001 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:46:41 CT on 12/27/2021 under Order No.9281462824 which expires on 07/12/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

CITY OF WATERLOO

Council Communication

Motion to approve Change Order No. 28 with Cardinal Construction, Inc., of Waterloo, Iowa, for a net increase of $7,133.00, in conjunction with the Five Sullivan Brothers Convention Center Addition and Renovation Project, and authorizing the Mayor to execute said document.

City Council Meeting: 1/18/2022
Prepared: 1/5/2022

ATTACHMENTS:

Description	Type
Change Order #28 - 5 Bros Addition-Reno	Backup Material

SUBJECT:	Motion to approve Change Order No. 28 with Cardinal Construction, Inc., of Waterloo, Iowa, for a net increase of $7,133.00, 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 20: Cost to install metal wall panels where the plan details currently show roof membrane rolling up the wall between where the metal wall panels terminate and the existing building, on the north and south sides of the elevator shaft.

AIA® Document G701™ – 2017

Change Order

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

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

CHANGE ORDER INFORMATION:
Change Order Number: 028

Date: January 5, 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 20: Cost to install metal wall panels where the plan details currently show roof membrane rolling up the wall between where the metal wall panels terminate and the existing building, on the north and south sides of the elevator shaft.....**Add $7,133.00**

TOTAL AMOUNT OF THIS CHANGE ORDER, ADD TO CONTRACT SUM $7,133.00.

The original Contract Sum was	$	5,516,300.00
The net change by previously authorized Change Orders	$	432,551.30
The Contract Sum prior to this Change Order was	$	5,948,851.30
The Contract Sum will be increased by this Change Order in the amount of	$	7,133.00
The new Contract Sum including this Change Order will be	$	5,955,984.30

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 5, 2022	January 5, 2022	
DATE	**DATE**	**DATE**

AIA Document G701™ – 2017. Copyright © 1979, 1987, 2000 , 2001 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:02:01 CT on 01/05/2022 under Order No.9281462824 which expires on 07/12/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents© Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

CITY OF WATERLOO

Council Communication

Recommendation of appointment of Lexi Blank, from the current Civil Service list to the position of Planner I in the Planning and Zoning Department, with a start date of January 19, 2022.

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

ATTACHMENTS:

Description	Type
PRF	Backup Material
job description	Backup Material
Personnel Request Questions	Backup Material

SUBJECT:	Recommendation of appointment of Lexi Blank, from the current Civil Service list to the position of Planner I in the Planning and Zoning Department, with a start date of January 19, 2022.
Submitted by:	Submitted By: Noel Anderson, Community Planning & Development Director
Recommended Action:	Approve the appointment of Lexi Blank to the position of Planner I with a start date of January 19, 2022.
Summary Statement:	This appointment is being made from the Certified Civil Service List.

Expenditure Required/Source of Funds: Planner I salary and benefits

PERSONNEL REQUISITION FORM

RECEIVED AUG 0 5 2021

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

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

****

Position Title: Planner I Department: Planning and Zoning

Reports To: Community Planning & Dev Dir Work Location: City Hall

Employment Status:
☒ 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: ☒ Yes ☐ No
Bargaining Position: ☒ Yes ☐ No
Bargaining Group: AFSCME
Non-bargaining Position: ☐ Yes ☒ No

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

****

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

☐ New Position or ☒ Replacement Position for: Chris Western, Planner II / Brownfield Coordinator
(Specify name and title of former incumbent)

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

Date incumbent terminated employment: 7/14/2021 Date of final payout: 8/13/2021

Anticipated start date: ASAP No. of hours/week: 40 Work schedule: 8 a.m. – 5:00 p.m. with one hour unpaid lunch

Justification of need for position: *This position is essential for the continued operation and workload of the Community Planning & Development Department*

What are the likely consequences if the position is not filled? *If not filled, existing staff will be overloaded with monthly and weekly agenda items, to the detriment of proactive economic development, land use property management initiatives.*

APPROVALS

Annual salary requirements: $59,373.74 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 — Date: 8.04.21

Mayor — Date

Chief Financial Officer — Date: 8-23-21

Human Resources Director — Date: 8/23/21

Human Resources Committee Chairperson — Date

Created 6/30/2017

CIVIL SERVICE NOTICE

CITY OF WATERLOO, IOWA

OPEN EXAMINATION

PLANNER I

COMMUNITY PLANNING & DEVELOPMENT

SALARY	**:**	
FLSA	**:**	**NON-EXEMPT**
CIVIL SERVICE	**:**	**INCLUDED**
BARGAINING UNIT	**:**	**AFSCME Local 1195**

GENERAL STATEMENT OF DUTIES

Performs a wide range of assignments relating to housing, neighborhood revitalization, economic development, zoning, subdivision of land, the physical development of the City including capital improvements programming and various sections of the master plan, county zoning and agricultural preservation. The work is performed under the general direction of the City Planner or the Community Development Director, but considerable leeway is granted for the exercise of independent judgment and initiative. May supervise temporary employees or interns.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

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

In addition to daily operational responsibilities, each Planner I will be assigned to work any of the following:

Planning & Zoning

1. Reviews subdivision plans for conformity with principles of good planning and land use practices in adjacent developments for compliance with subdivision and zoning regulations.
2. Conducts field surveys to determine land use.
3. Develops zoning and planning studies.
4. Advises members of the public who are seeking information concerning planning and zoning questions.
5. Researches, writes and submits reports dealing with major planning and zoning issues.
6. Works with a vast array of Federal and State projects, agencies and grants including but not limited to Certified Local Government, National Register of Historic Places, Brownfields funding, transportation funding, State Transportation Improvements Plan, census data, Iowa Department of Economic Development, EPA and State Historic Preservation Office.
7. Provides assistance to the Planning, Programming & Zoning Commission, the Waterloo Board of Adjustment, the Highway 218 Design Review Board, the Complete Streets Advisory Committee, Main Street Board, Main Street Councils and the Historic Preservation Commission.
8. Provides assistance to the Black Hawk County Planning & Zoning Commission and the Black Hawk County Board of Adjustment.
9. Coordinates and monitors issues and responds to inquiries involving salvage yards.
10. Assists with Administration of all aspects of the Brownfields grant and redevelopment program.
11. Assists with economic development activities and projects, including RISE or other grants, residential, commercial and industrial programs for City (TIF, CURA, CLURA, WHIP, Infill, etc.), State (WHP, HQJC, etc.,) and Federal (New Market, Opportunity Zones) and other economic development programs.
12. Coordinates and administers the Bus Bench Program.
13. Coordinates and administers the Planning Department approval of alcohol licensing.

Community Development & Housing

1. Tracks and reports on Federal programs and develops housing planning studies.
2. Advises members of the public who are seeking information concerning neighborhood revitalization.

3. Researches, writes and submits reports dealing with major State and Federal assistance programs.

4. Provides assistance to the Community Development Board and the Waterloo Housing Authority.

Both Areas

1. Locates, selects and compiles basic data and prepares planning reports.

2. Prepares necessary maps, including utilization of Geographic Information System (GIS) software, line drawing charts, designs and layouts for City projects.

3. Assists in the collection, assembly, implementation and analysis of marketing data, strategies and plans.

4. Assists giving presentations on community planning projects.

5. Prepares grants for various outside funding entities.

6. Assists in the development and implementation of neighborhood planning initiatives.

7. Compiles reports, performs data entry and completes forms on personal computer using the applicable software, including Word, Excel and ArcGIS.

8. Works independently and with others with minimum supervision.

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

10. Performs all work duties and activities in accordance with City policies, procedures and City, OSHA and Community, Planning & Development safety rules and regulations.

11. Performs all other related duties as assigned.

REQUIRED KNOWLEDGE & ABILITIES

1. Knowledge of the principles and practices of planning and zoning, affordable housing and neighborhood revitalization including basic techniques of statistics and design.

2. Ability to plan, assist and occasionally supervise the work of others as it relates to planning principles and practices.

3. Ability to plan projects and prepare related designs, plans, maps and cost estimates.

4. Ability to present materials and information in good report form, complete forms and perform required record keeping.

5. Skilled in use of personal computer, cartographic and drafting instruments and equipment, microfilm and general office equipment.

6. Ability to function with independent judgement and skills to plan, organize and implement activities of the Community Planning & Development Department.

7. Ability to communicate orally and in writing and to read, analyze, record and interpret complex technical data, review materials on a variety of projects, present facts and findings clearly and concisely, give advice and recommendations and respond to questions from the public, public officials and coworkers.

8. Ability to communicate effectively and maintain working relationships with other City employees, supervisors, public officials, other governmental subdivisions and agencies and the public.

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

ACCEPTABLE EXPERIENCE & TRAINING

1. Graduate of an accredited college or university with a Bachelor's Degree in Urban Planning, Geography, or related field (will accept candidates who have not yet completed their degree, but degree must be completed prior to hire); prefer minimum one year of experience in planning, housing, landscape architecture or related field.

OR

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

2. If operating a City vehicle must have an Iowa Driver's License and good driving record based on the City of Waterloo driver performance criteria. A candidate with any of the following will be eliminated from operating a City vehicle: loss of license for any reason during the period of candidacy for employment, if the candidate remains without a valid, current license for the position when the City issues an offer of employment; loss of license, plea of guilty, plea of no contest or its equivalent or conviction for OWI, reckless driving or other major moving violation within the previous five years; four or more citations

for moving violations within the previous three-year period, excluding speeding violations of 10 mph or less over the posted speed limit; three or more citations for moving violations within the previous one-year period. After appointment to the position, disciplinary action or loss of driving privileges with a City vehicle may be reviewed for the following: four or more moving violations within the previous three years, three or more moving violations within the previous one year or loss of license or conviction for OWI, reckless driving or other major moving violation within the previous five years; two or more at-fault accidents within a three-year period while driving on City business; a combination of three or more at-fault accidents within a three year period. Applicant's driving record will be reviewed prior to an offer of employment.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation:

1. Sufficient speech and hearing that permits the employee to respond to questions from the public, public officials and coworkers in person or on the telephone, and make oral presentations.

2. Sufficient personal mobility that permits the employee to safely operate a passenger vehicle, travel inside and outside in all weather, review development sites for rezoning or rehabilitation and attend meetings.

3. Sufficient vision and manual dexterity that permits the employee to operate a personal computer, use cartographic and drafting instruments, review plans and development or rehabilitation sites, handle files and perform other administrative and technical duties.

MISCELLANEOUS

1. The City of Waterloo reserves the right to require a physical examination, including a drug test, by a physician of the City's choice to determine if an applicant is capable of performing the essential functions of the job classification.

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

3. Must submit to and pass Civil Service examination procedures including an oral interview.

WORK SCHEDULE

Generally 8:00 a.m. to 5:00 p.m. Monday through Friday with a one hour unpaid lunch although schedule may need to be adjusted based on meeting schedule. Must also be available for department or City activities or meetings that require the attendance of the Planner I. May be significant number of evening meetings. Limited overtime.

EXAMINATION INFORMATION

All qualified applicants 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 score on the interview, will be the individuals placed on the certified lists. 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 passing a background investigation on any applicant being considered for this position.

INTERVIEW DATE

Qualified candidates who apply by the deadline date will be notified of the time, place and date of the interview.

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

PLANNER I DESCRIPTION 23 July 2021

PERSONNEL REQUISITION

The following questions are provided as guidelines to assist you in developing your rational for the position of **Associate Planner** in the **Planning 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?
This position will work to review and sign off on permits for City and County work per the Zoning and Subdivision Ordinance Guidelines. The staff will accept, prepare, review, and investigate necessary information for staff reports to the Planning Commission, Board of Adjustment, Historic Preservation Commission, Highway 218 Design Review Board, and any other necessary boards or commissions.

(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 load, office coverage, and applications and agenda items requires this position as other staff has additional duties for the department.

(3) How is the work of this position being accomplished now?
The duties of this position have been assigned to other staff. Other staff will continue to make sure the minimal amounts of all necessary actions are completed to keep us updated for applications to Planning Commission, variances to Board of Adjustment, etc. are met on a monthly basis. But the stretching of so many duties will slow us down from proactive economic development projects and activities, as well as necessary updates to TIF Districts, the Comprehensive Plan, Ordinances, etc. We will also need to update indexing of items for searches, Minutes, Resolutions, later after the position is filled. As these are record-keeping items that are necessary, but can wait if no other options.

(4) Are the filled positions in your department currently being utilized to their maximum potential?
Yes. Staff is at high levels for the amount of agenda items going through the Planning Commission, Board of Adjustment, Design Review Boards, staff to Main Street (# committees), Historic Preservation, as well as contracting for the Black Hawk County duties. The division of Economic Development oriented staff and Planning staff has also helped to achieve record highs in permits values, averaging $147.99 million over the last 3 years.

(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)?

The filling of this position will allow us to continue to proactively work with businesses for expansion, new expansion attraction, and meet the needs of the requests, applications, permits, and planning for the City of Waterloo to achieve its goal of growth, development, and redevelopment.

(6) What cost savings or revenues, if any, would your department or the City realize if this position is filled?
This position allows us to continue to receive revenue from BH County for staffing their Board and Commissions, and performing permits for them, as well as continuing to see high levels of permit fees and construction due to increased levels (averaging $147.99 million last 3 years).

(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?
We are not paying overtime. Comp time is awarded to Planner I's now, and they have been gaining it due to longer night meetings, etc. that can disrupt our normal staff flow due to larger amounts of absences.

(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.
As previously noted, our division of duties has risen the level of permit activity from the goal of $100 million to reaching an average of $147.99 million the last 3 years. The City continues to make great strides in shovel-ready and business and industrial park creation, which increases our buildability for the community. Many of these projects also take actions for rezoning, platting, site plan amendments, etc. so a majority of staff actions are required as these numbers stay high.

(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.
As we are required by State Code on many zoning actions, and have normal monthly meetings on several agendas with turn-in times and deadlines, and do property acquisitions for sewer, road, etc. projects, we must continue to prioritize those types of requests on a monthly basis. The ability to get back to developers for potential projects, economic development, and long range and master planning partnerships with private developers would suffer the most, as well as the potential for other needed programs (property acquisitions) to go slower and slow down other departments projects.

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

We work with staff to plan their vacation times to avoid specific deadline turn-in times for the month, etc. If necessary, we have other staff cover certain responsibilities (agenda preparation, staff reports, required mailings, etc.) for short periods of time. But if a staff person is responsible for the specific Commission, we work to avoid them being gone when the agendas and mailings have to go out, when the Commission meeting is held, etc.

(11) Is it possible that the City could outsource this position to an outside agency? If so, what savings, if any, would the City realize as a result of this change?
No. Not only would it be inefficient, but it would be a concern for confidentiality of work being performed at times for economic development.

(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 position high. The performance of this position on the daily tasks and smaller request continue to allow more experienced staff to perform higher duties that lead to the betterment of the community through tax base growth, job creation, construction activity, etc.

(13) How does this position impact the Goals and Objectives for the City adopted by the City Council?
This position helps with goals 1, 2, 3, and 9 immediately through permits for new housing, helping with projects through the Planning Commission for economic development, working on potential trail or open space project approvals for quality of place actions, as well as Downtown development.

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

PERSONNEL REQUISITION

The following questions are provided as guidelines to assist you in developing your rational for the position of **Planner II** in the **Planning 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?
This position will work to review and sign off on permits for City and County work per the Zoning and Subdivision Ordinance Guidelines. The staff will accept, prepare, review, and investigate necessary information for staff reports to the Planning Commission, Board of Adjustment, Historic Preservation Commission, Highway 218 Design Review Board, and any other necessary boards or commissions.

(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 load, office coverage, and applications and agenda items requires this position as other staff has additional duties for the department.

(3) How is the work of this position being accomplished now?
The duties of this position have been assigned to other staff. Other staff will continue to make sure the minimal amounts of all necessary actions are completed to keep us updated for applications to Planning Commission, variances to Board of Adjustment, etc. are met on a monthly basis. But the stretching of so many duties will slow us down from proactive economic development projects and activities, as well as necessary updates to TIF Districts, the Comprehensive Plan, Ordinances, etc. We will also need to update indexing of items for searches, Minutes, Resolutions, later after the position is filled. As these are record-keeping items that are necessary, but can wait if no other options.

(4) Are the filled positions in your department currently being utilized to their maximum potential?
Yes. Staff is at high levels for the amount of agenda items going through the Planning Commission, Board of Adjustment, Design Review Boards, staff to Main Street (# committees), Historic Preservation, as well as contracting for the Black Hawk County duties. The division of Economic Development oriented staff and Planning staff has also helped to achieve record highs in permits values, averaging $147.99 million over the last 3 years.

(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)?

The filling of this position will allow us to continue to proactively work with businesses for expansion, new expansion attraction, and meet the needs of the requests, applications, permits, and planning for the City of Waterloo to achieve its goal of growth, development, and redevelopment.

(6) What cost savings or revenues, if any, would your department or the City realize if this position is filled?
This position allows us to continue to receive revenue from BH County for staffing their Board and Commissions, and performing permits for them, as well as continuing to see high levels of permit fees and construction due to increased levels (averaging $147.99 million last 3 years).

(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?
We are not paying overtime. Comp time is awarded to Planner I's now, and they have been gaining it due to longer night meetings, etc. that can disrupt our normal staff flow due to larger amounts of absences.

(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.
As previously noted, our division of duties has risen the level of permit activity from the goal of $100 million to reaching an average of $147.99 million the last 3 years. The City continues to make great strides in shovel-ready and business and industrial park creation, which increases our buildability for the community. Many of these projects also take actions for rezoning, platting, site plan amendments, etc. so a majority of staff actions are required as these numbers stay high.

(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.
As we are required by State Code on many zoning actions, and have normal monthly meetings on several agendas with turn-in times and deadlines, and do property acquisitions for sewer, road, etc. projects, we must continue to prioritize those types of requests on a monthly basis. The ability to get back to developers for potential projects, economic development, and long range and master planning partnerships with private developers would suffer the most, as well as the potential for other needed programs (property acquisitions) to go slower and slow down other departments projects.

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

We work with staff to plan their vacation times to avoid specific deadline turn-in times for the month, etc. If necessary, we have other staff cover certain responsibilities (agenda preparation, staff reports, required mailings, etc.) for short periods of time. But if a staff person is responsible for the specific Commission, we work to avoid them being gone when the agendas and mailings have to go out, when the Commission meeting is held, etc.

(11) Is it possible that the City could outsource this position to an outside agency? If so, what savings, if any, would the City realize as a result of this change?
No. Not only would it be inefficient, but it would be a concern for confidentiality of work being performed at times for economic development.

(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 position high. The performance of this position on the daily tasks and smaller request continue to allow more experienced staff to perform higher duties that lead to the betterment of the community through tax base growth, job creation, construction activity, etc.

(13) How does this position impact the Goals and Objectives for the City adopted by the City Council?
This position helps with goals 1, 2, 3, and 9 immediately through permits for new housing, helping with projects through the Planning Commission for economic development, working on potential trail or open space project approvals for quality of place actions, as well as Downtown development.

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

CITY OF WATERLOO

Council Communication

Fireworks Display at the National Cattle Congress for the Hairball Concert on January 22, 2022 from approximately 8:00 p.m. to 10:00 p.m.

City Council Meeting: 1/18/2022
Prepared:

SUBJECT:	Fireworks Display at the National Cattle Congress for the Hairball Concert on January 22, 2022 from approximately 8:00 p.m. to 10:00 p.m.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 1/18/2022
Prepared: 12/21/2021

ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT: Public Hearing cancelled to be rescheduled at a later date.

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' in dimensions. It shows office areas, restrooms, break room, locker rooms, and mechanical rooms for the operation of the truck maintenance facility. The east elevation shows 3 large and one smaller overhead doors, while the west elevation has 4 large overhead doors. The exterior of the building is a mix of metal clad siding and ground face finish concrete block, with the first 4' a concrete stem wall. The building will sit over 80' back from Northeast Drive, and approximately 30' back from GT Drive. There are parking stalls for staff and customer parking along the southern and eastern sides of the building, with other areas for trucking turning, storage, and parking. The rear yard is also over 160' in setback. The site plan shows two curb cuts onto Northeast Drive for entrance and exiting of the site.
The proposed development is expanding a partnership with Ryder and Gray

	Transportation for expansion in this area. The lot is City-owned and will be conveyed by a Development Agreement as a part of the process for construction. Therefore, staff recommends that the request for site plan amendment in the "M-2,P" Planned Manufacturing District, be approved for the following reasons: 1. The request is in conformance with the Comprehensive Plan and Future Land Use Map for this area. 2. The request would not appear to have a negative impact on traffic conditions in the area. 3. The request would not appear to have a negative impact upon the surrounding area.
Neighborhood Impact:	The request to construct the truck maintenance facility would appear to have a positive impact upon the surrounding area as it would appear to be compatible with other industrial development in the area.
Data/Analysis and Strategies:	Economic Development and Land Use.
Community Engagement Methods:	The Planning, Programming, and Zoning Commission held a public hearing on December 28th, 2021. Notice letters were sent to property owners.
Expenditure Required/Source of Funds:	None

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

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

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

RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:

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

STAFF ANALYSIS – ZONING ORDINANCE:

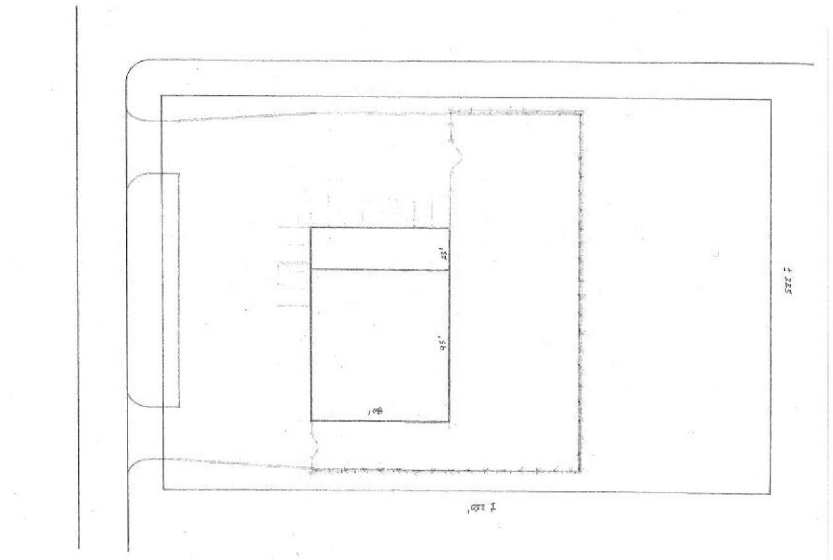
The applicant is requesting to construct up to an 9,280 square foot building with truck turnaround, storage, and parking areas. The development would work as an expansion of the Gray Transportation site to the west.

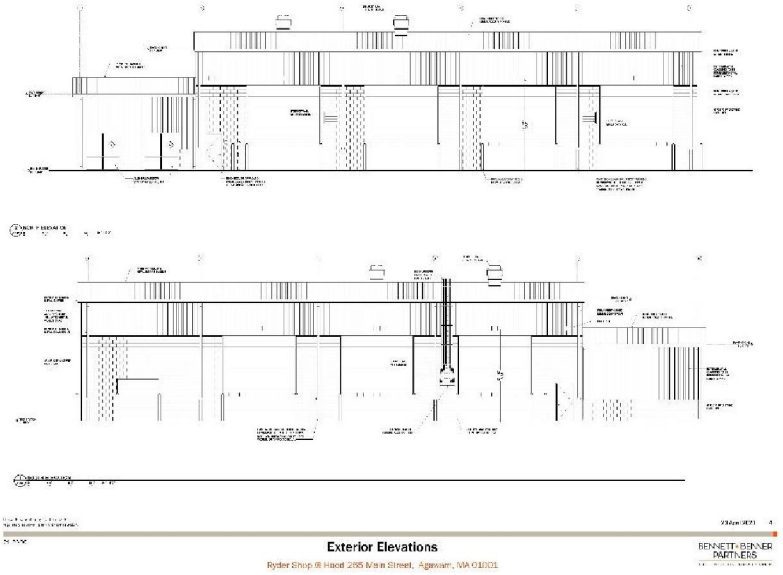
The area in question is zoned “M-2,P” Planned Industrial District, and this zoning is designed to permit the establishment of industrial parks and to provide for the orderly planned growth of industries on large tracts of land, and allowing greater flexibility and diversification of land uses and building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

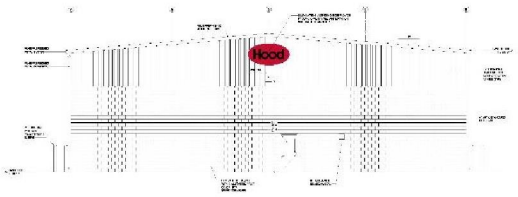
The proposed building is 116’ by 80’ in dimensions. It shows office areas, restrooms, break room, locker rooms, and mechanical rooms for the operation of the truck maintenance facility. The east elevation shows 3 large and one smaller overhead doors, while the west elevation has 4 large overhead doors.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

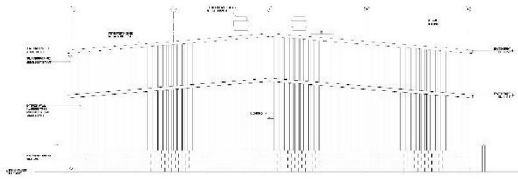
The building will sit over 80’ back from Northeast Drive, and approximately 30’ back from GT Drive. There are parking stalls for staff and customer parking along the southern and eastern sides of the building, with other areas for trucking turning, storage, and parking. The rear yard is also over 160’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

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

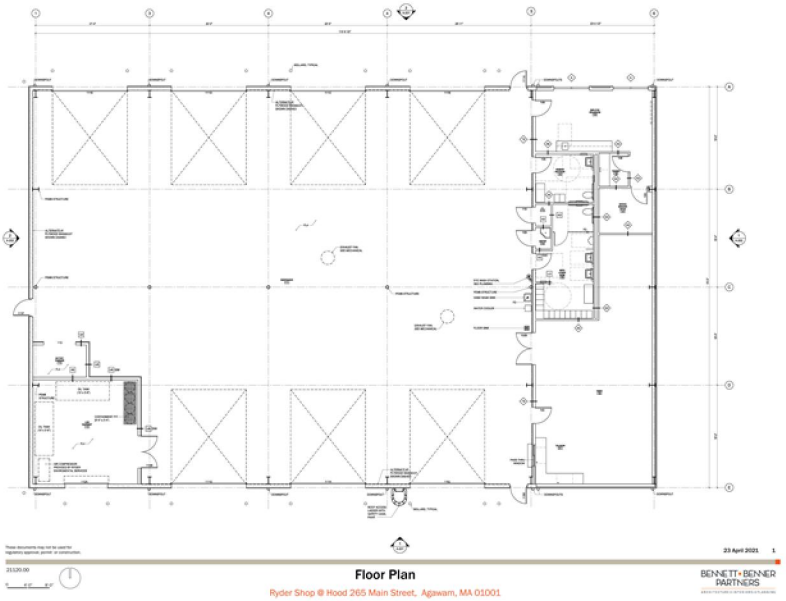



Exterior Elevations
Ryder Shop @ Hood 285 Main Street, Agawam, MA 01001
BENNETT+BENNER PARTNERS


Hood



Exterior Elevations
Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001
BENNETT+BENNER PARTNERS


Floor Plan
Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001
BENNETT+BENNER PARTNERS

Picture 1: Looking at south side of existing building.

Picture 2: North side of existing building.

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

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

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

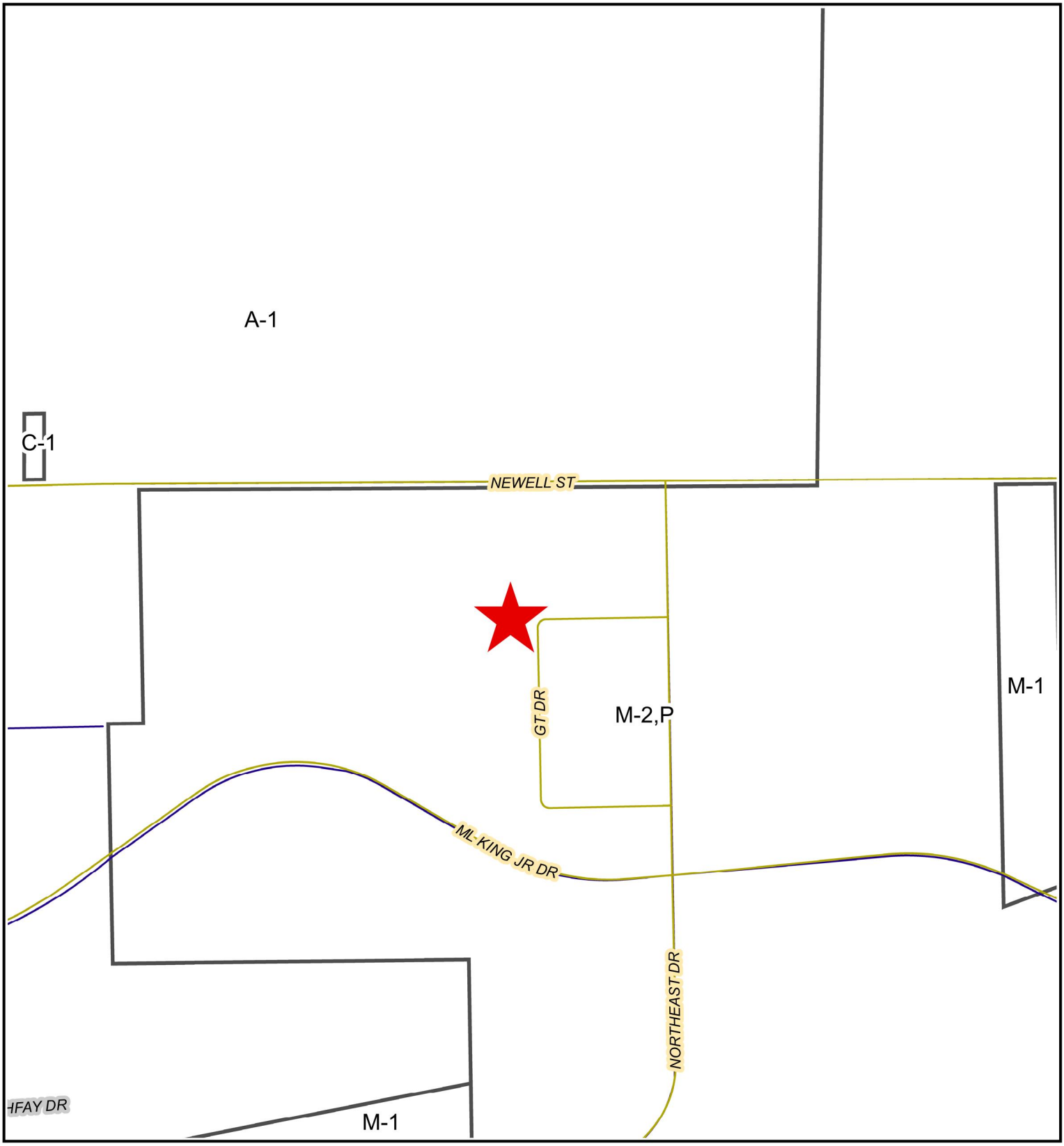
STAFF ANALYSIS – SUBDIVISION ORDINANCE:	There is no additional platting needed for the request, as the area for the project has been previously platted.
TECHNICAL REVIEW COMMITTEE	TBD
STAFF RECOMMENDATION:	Therefore, staff recommends that the request for site plan amendment in the “M-2,P” Planned Manufacturing District, be approved for the following reasons:

1. The request is in conformance with the Comprehensive Plan and Future Land Use Map for this area.
2. The request would not appear to have a negative impact on traffic conditions in the area.
3. The request would not appear to have a negative impact upon the surrounding area.

And with the following conditions(s):

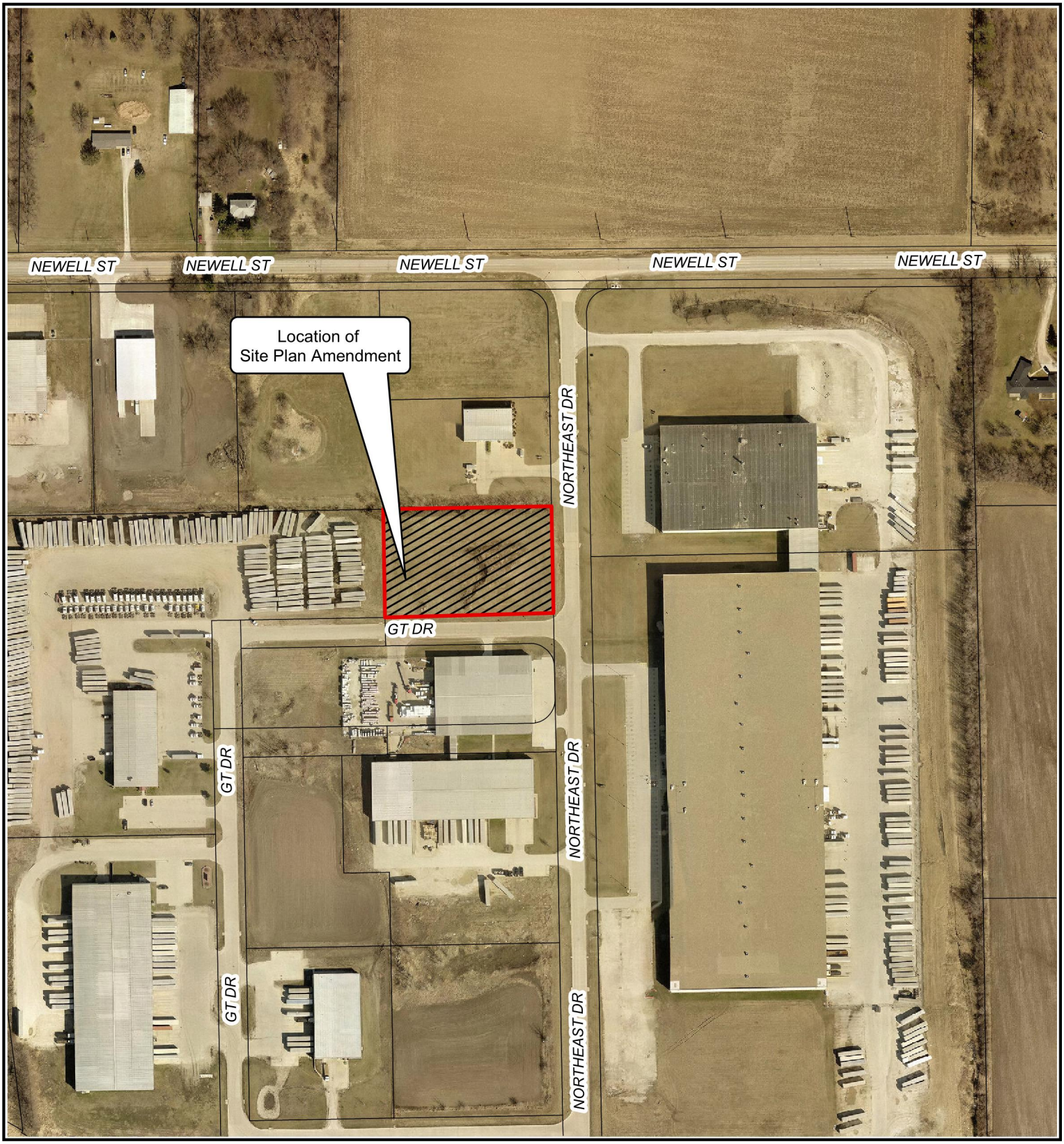
1. That a adequate site plan be submitted for being forwarded to City Council.
2. That the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, setbacks, etc.

City of Waterloo Planning, Programming and Zoning Commission
December 14, 2021



2459 GT Drive
Site Plan Amendment
Darrin Gray

City of Waterloo Planning, Programming and Zoning Commission
December 14, 2021



2459 GT Drive
Site Plan Amendment
Darrin Gray

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

NORTH

0 20' 40'

218144

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

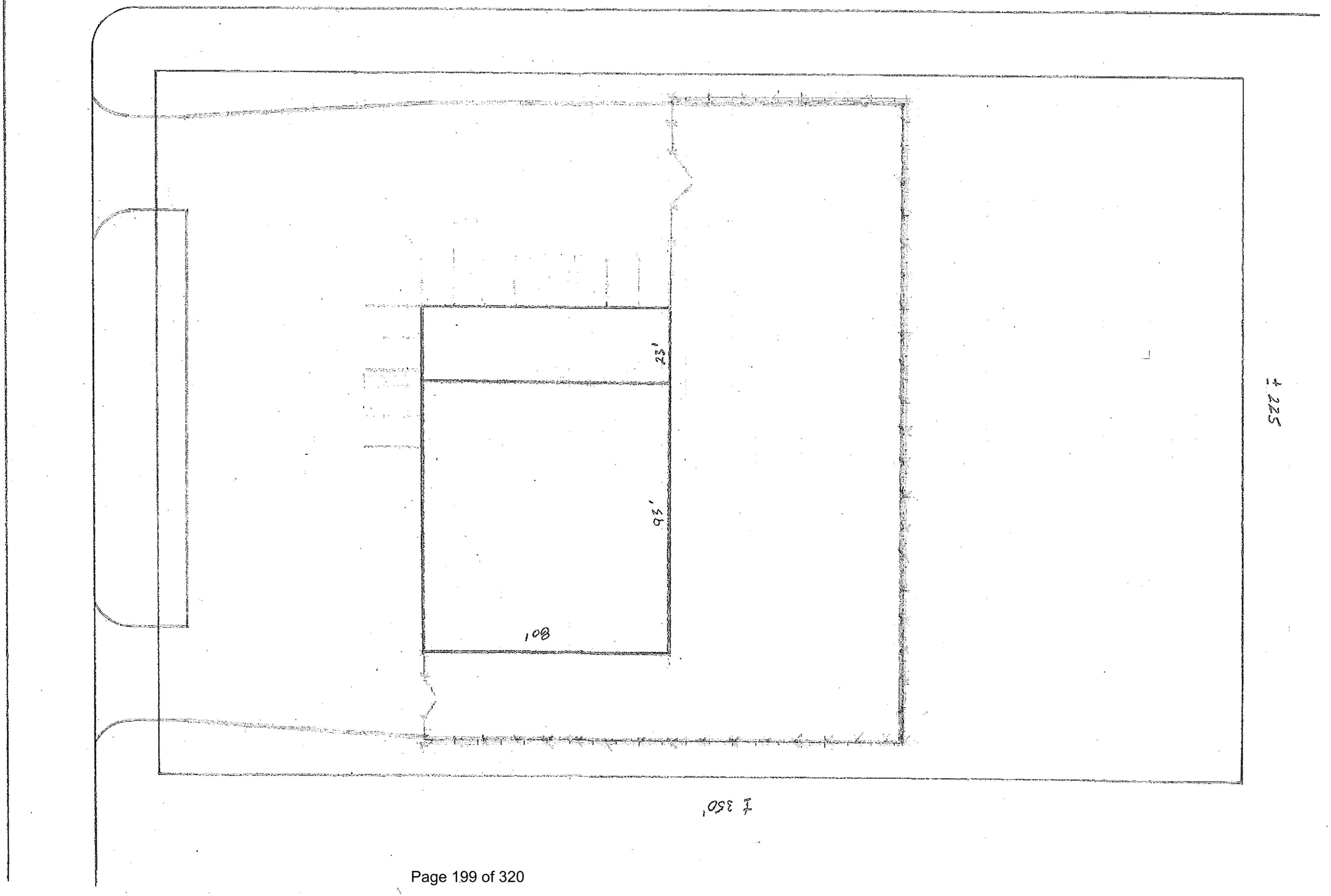
GRAY TRANSPORTATION BUILDING
2459 GT DRIVE
WATERLOO, IOWA

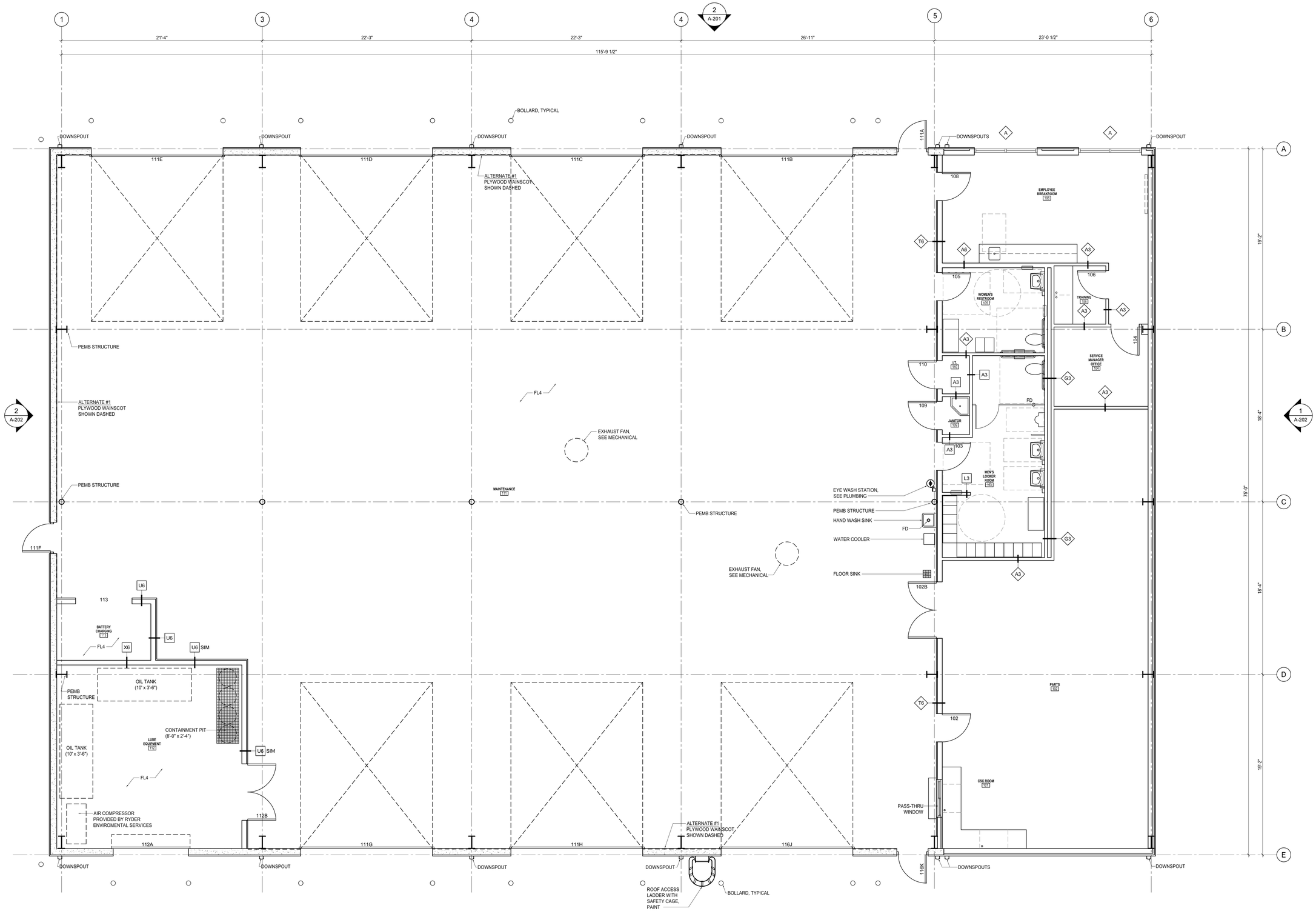
CIVIL SITE PLAN

5 OF 7

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

218144


23'
135'
108'
+ 225'
+ 350'



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

23 April 2021 1

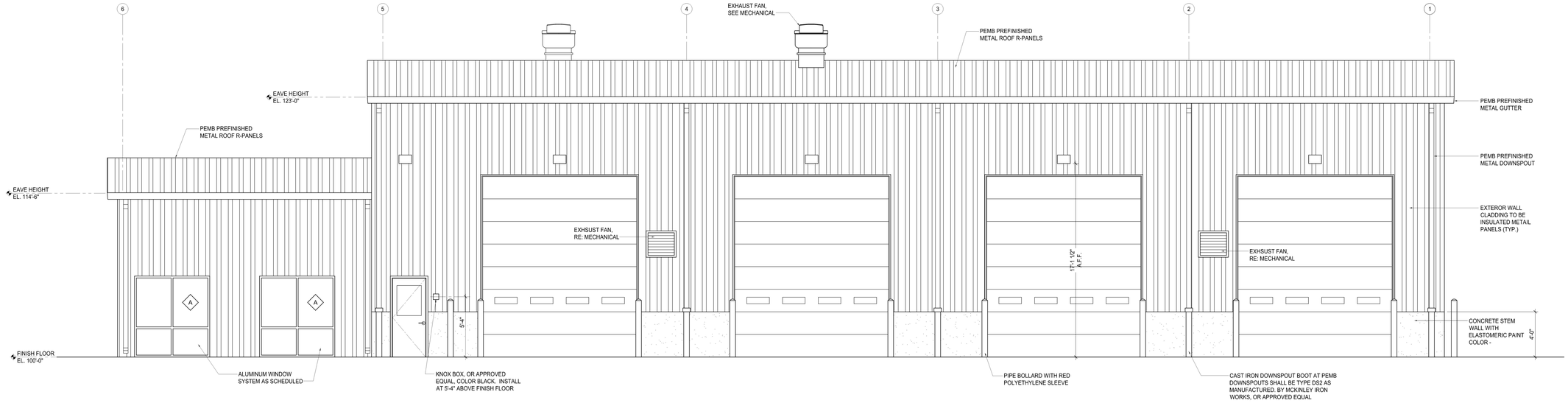
21120.00

0 4'-0" 8'-0"

Floor Plan

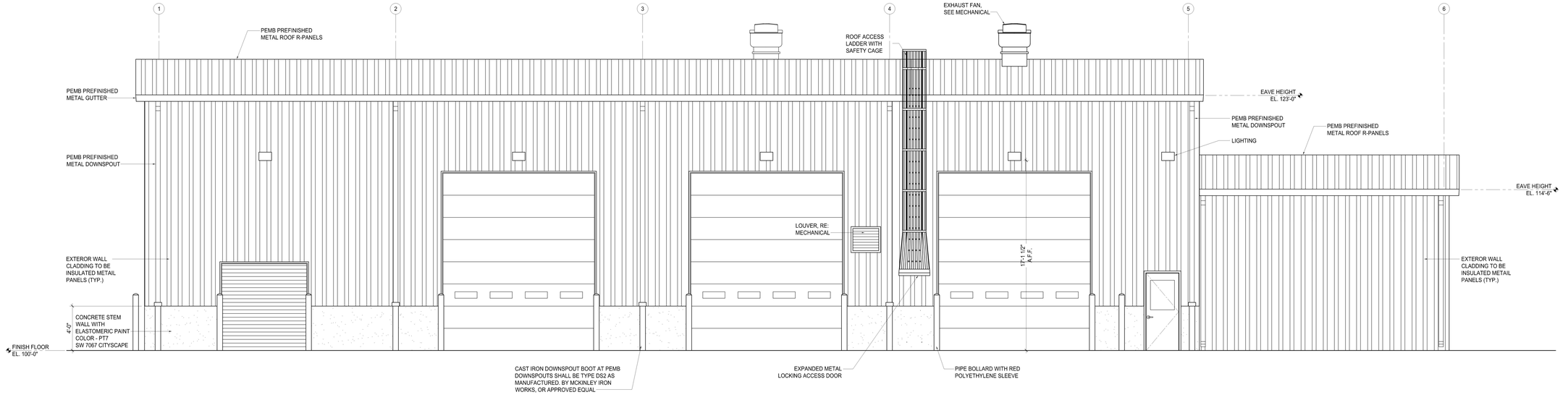
Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING



2 A-201 NORTH ELEVATION

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



1 A-201 SOUTH ELEVATION

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

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

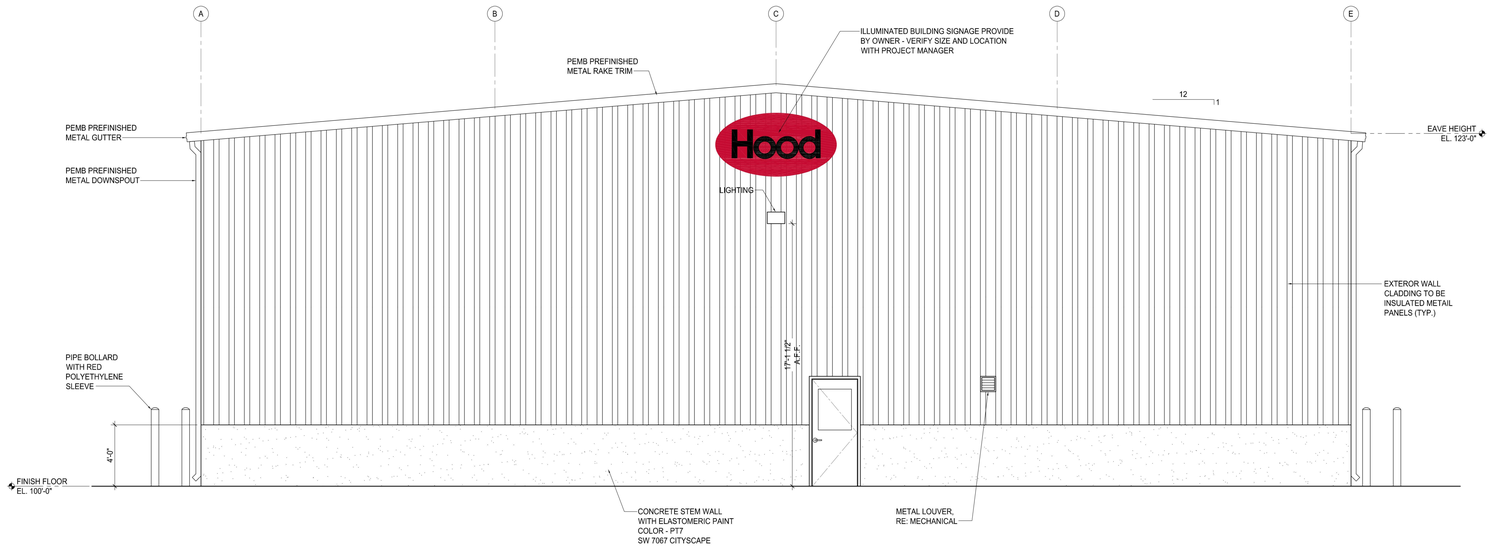
23 April 2021 2

21120.00

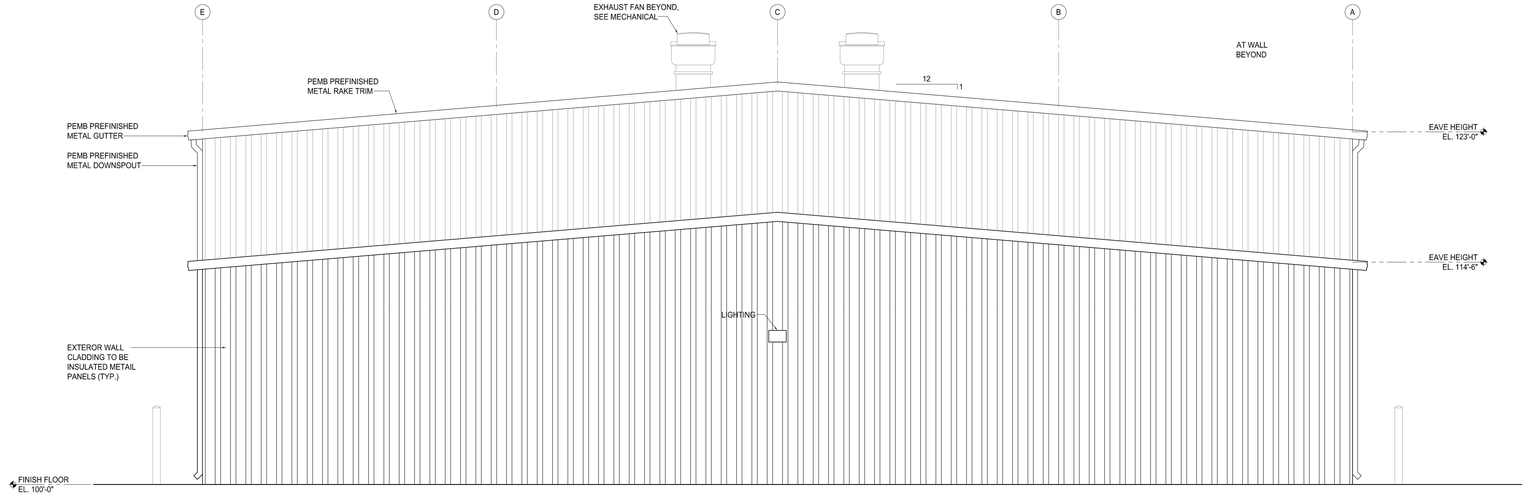
Exterior Elevations

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"

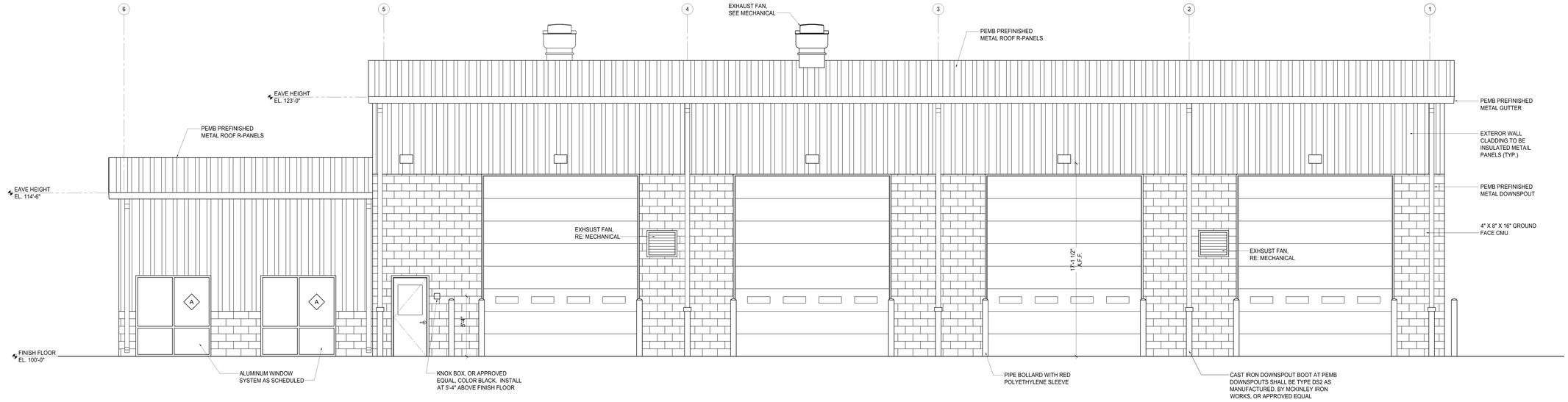
These documents may not be used for regulatory approval, permit or construction.

21120.00

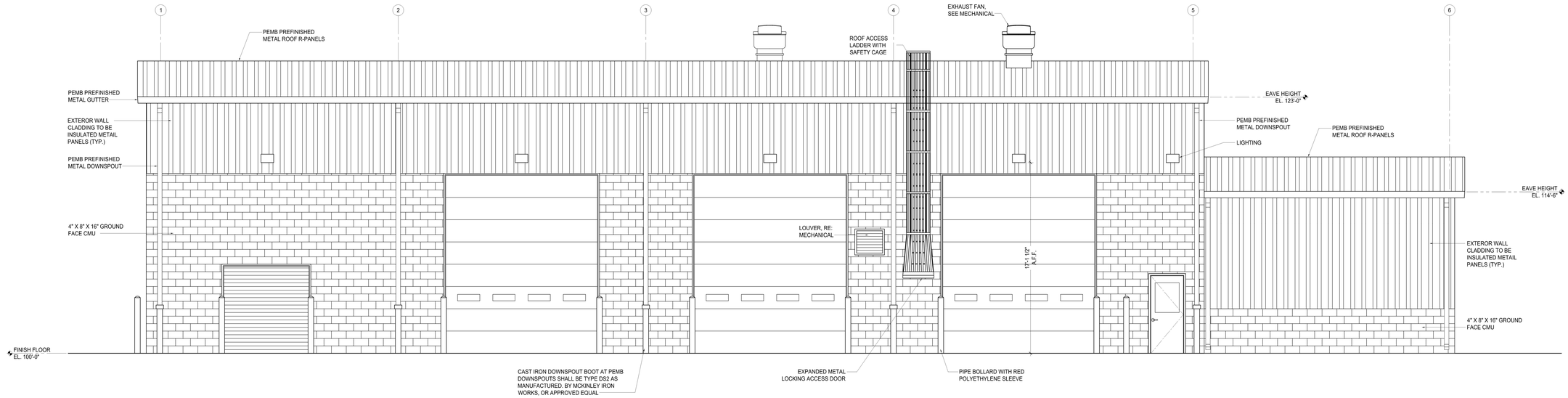
Exterior Elevations

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"

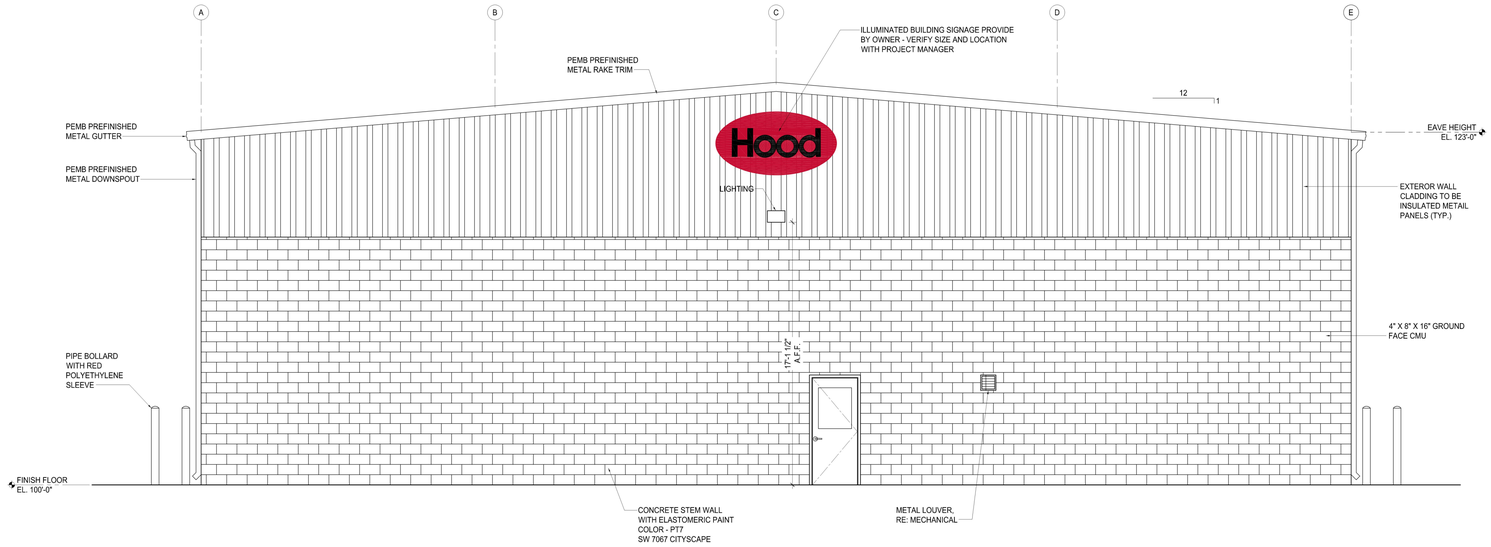
These documents may not be used for regulatory approval, permit or construction.

21120.00

Exterior Elevations

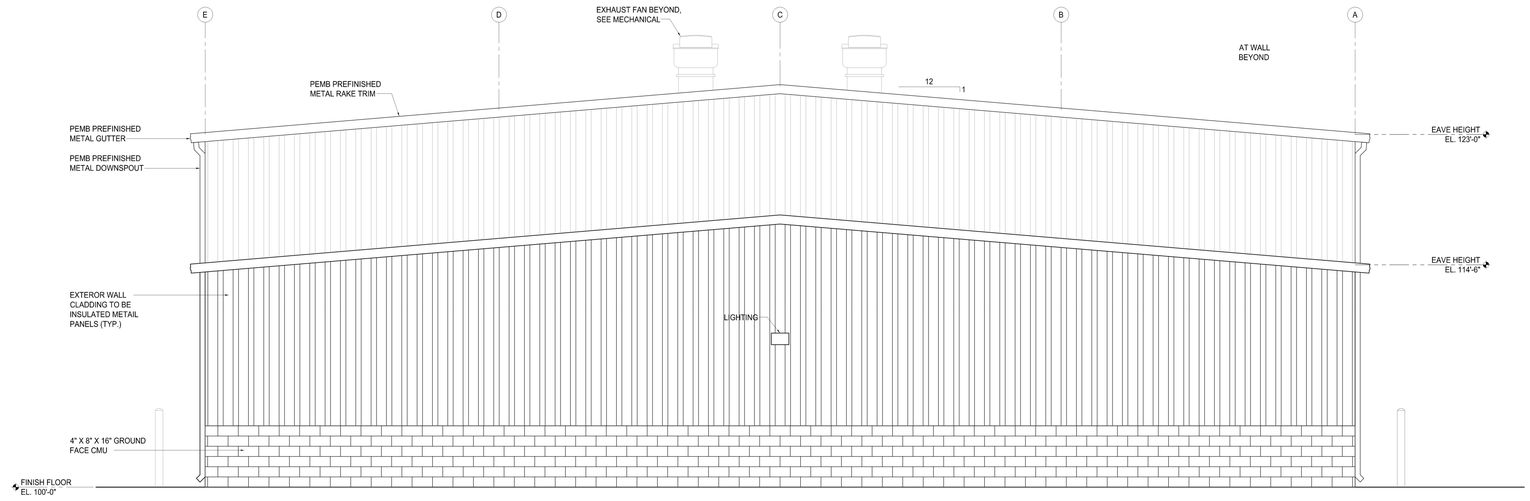
Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING



2 A-202 WEST ELEVATION

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



1 A-202 EAST ELEVATION

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

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

21120.00

Exterior Elevations

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

BENNETT BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING

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

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

1. APPLICATION INFORMATION:

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

2. PROPERTY INFORMATION:

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

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

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

Darrin Gray 11-22-21
Signature of Applicant Date

Signature of Owner Date

CITY OF WATERLOO

Council Communication

Sale and conveyance of a portion of a city-owned lot, located northerly of 1217 Sycamore Street, to Lola Montgomery, in the amount of $549.12 plus closing costs.

City Council Meeting: 1/18/2022
Prepared: 1/5/2022

ATTACHMENTS:

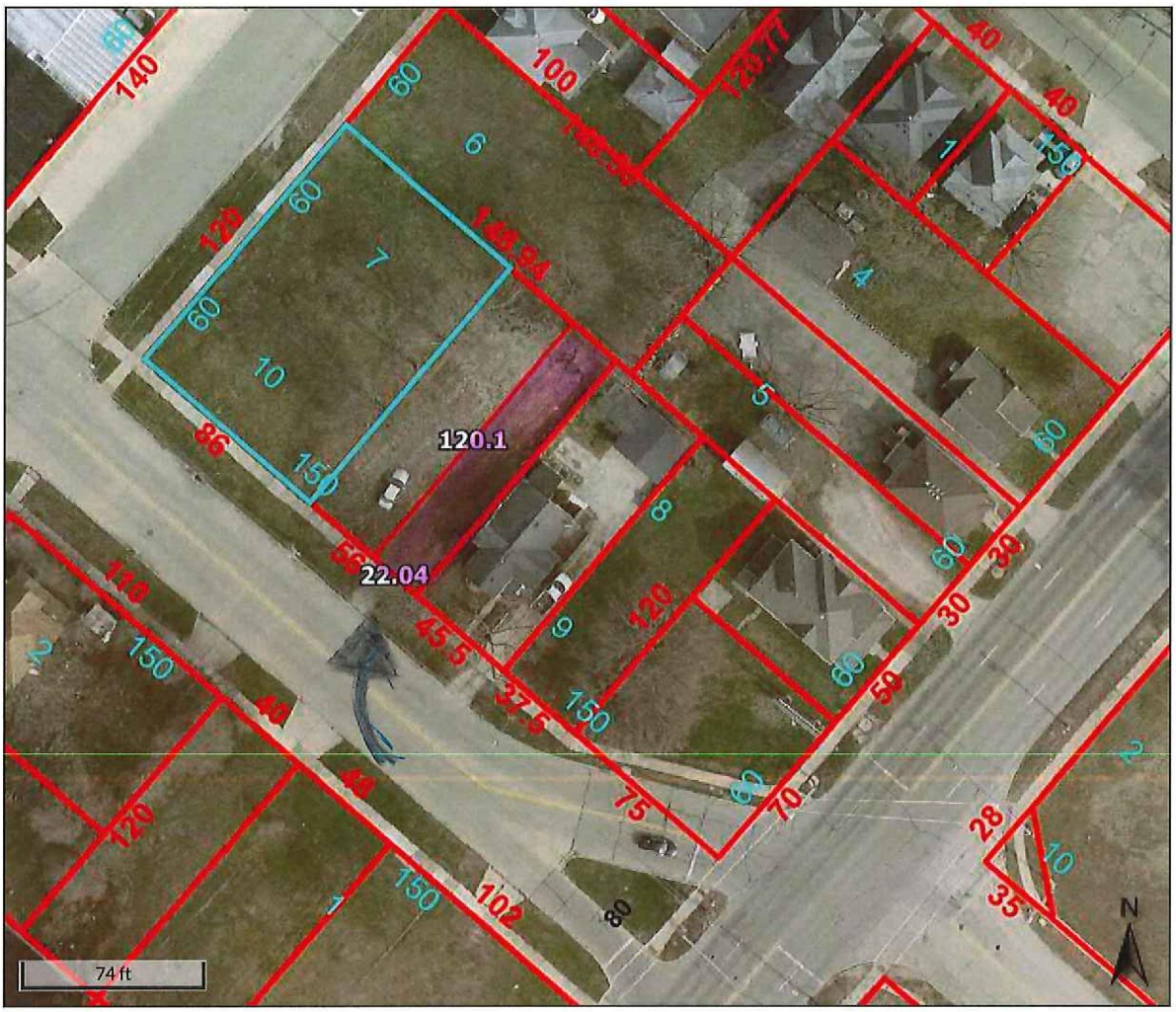
	Description	Type
	Lola Parcel	Backup Material
	Acceptance email	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING - No comments on file. Motion to close hearing and receive and file oral and written comments. Resolution authorizing the sale and conveyance of a portion of a city-owned property to Lola Montgomery in the amount of $549.12 plus closing costs, for property located northerly of 1217 Sycamore Street, 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
Summary Statement:	The City has acquired some land in the Sycamore Street corridor. Mrs. Montgomery has requested to buy some available land. This sale would still retain two buildable lots on the block, while helping Mrs. Montgomery to improve her residential lot. The price is set by the price per square foot of assessed value.
Neighborhood Impact:	Mrs. Montgomery has done a tremendous job with her home maintenance and upkeep. The sale of land for neighborhood improvement and infill is a goal of the City of Waterloo.
Data/Analysis and Strategies:	This sale of land will allow Mrs. Montgomery's lot size to go from 5,460 sq. ft. to 8,100 sq. ft. The Zoning Ordinance notes 6,000 sq. ft. as a minimum lot size for single family homes, so this sale helps to meet that recommended size requirement, plus some additional yard space.
Community Engagement Methods:	The City regularly works with abutting neighbors who keep their homes in good maintenance and upkeep for potential sale of excess land.
Expenditure Required/Source of Funds:	None
Alternative:	Not approve

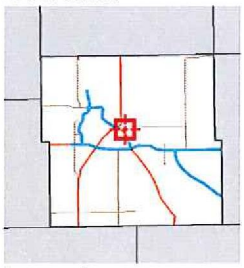
The Southeasterly 22 feet of the Northwesterly 56 feet of the Southeasterly

Legal Descriptions:	64 feet of Lots 7 and 10 of Block 47 of the Original Plat of Waterloo East.

Beacon™ Black Hawk County, IA



Overview



Legend

- Water
- Parcels

Parcel ID	891325180014	**Alternate ID**	n/a	**Owner Address**	CITY OF WATERLOO
Sec/Twp/Rng	n/a	**Class**	C		715 MULBERRY ST
Property Address		**Acreage**	n/a		WATERLOO, IA 50703
District	940001				
Brief Tax Description	ORIGINAL PLAT WATERLOO EAST NW 86 FT LOT 7 BLK 47 NW 86 FT LOT 10 BLK 47				
	(Note: Not to be used on legal documents)				

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

Date created: 12/8/2021
Last Data Uploaded: 12/8/2021 8:34:17 AM

Developed by Schneider GEOSPATIAL

I accept this offer. If plans should change I'm willing to buy more land on this block. Thank you

Sent from my iPhone

On Dec 8, 2021, at 8:46 AM, NOEL ANDERSON <NOEL.ANDERSON@waterloo-ia.org> wrote:

Lola – thanks again for you work on this acquisition, and I apologize for the length of time it has taken to get to this point.

The City owns land next to your home, which we have acquired through different means for infill development. While our primary goal is to create new housing opportunities for infill housing construction, we also want to simultaneously work with existing homeowners that have worked to improve their properties. You have done an excellent job on the maintenance an care of your home at 1217 Sycamore.

The City owns two parcels, one on the corner and one right next to your home. One of the main things we review for sale of land is to ensure the land we keep is still buildable for new housing investments.

We can sell you 22' of the lot next to your home, and still have enough land for two new lots on corner. That is, our corner parcel would be 120' by 120', which would allow for two new lots for infill – each at 7,200 sq. ft.

We can sell you 22' next to your home, and your lot, currently at 45.5' by 120' or 5,460 sq. ft., would then go to 67.5' x 120' or 8,100 sq. ft. – an addition of 2,640 sq. ft.

I have attached a map of the area to be conveyed. Please review, let me know your thoughts, and we can move ahead to next steps.

The City sells land at the assessed value on the site, or price per square foot when selling a portion of a parcel / lot. In this case, the land values have fluctuated on the lot area you are working on. I went with the 202 value as it is the lowest of the last three years, and you have been working on this site for over a year. The Assessor puts a value of $ 0.208 per sq. ft. of land value. For the 22' by 120' (2,640 sq. ft.) area, that would equate to you buying it for $549.12.

Please let me know of any questions, additional information needed, or thoughts you have on this matter.

Thanks,
Noel

Noel Anderson
Community Planning & Development Director
City of Waterloo Community Planning & Development Department
City Hall
715 Mulberry Street
Waterloo, Iowa 50703
Phone: 319.291.4366
Fax: 319.291.4262
Cell: 319.290.6357
Email: noel.anderson@waterloo-ia.org
City website: www.cityofwaterlooiowa.com
Brownfields website: www.thenewwaterloo.com

"Can't fail is arrogance. Won't fail is confidence." – Lord John Roxton

CITY OF WATERLOO

Council Communication

Resolution approving Amendment No. 6 to the Development Agreement with Central Property Holdings, LLC, originally executed August 17, 2017, to raise the minimum assessed value from $2.5 million to $4.0 million, and eliminate the mortgage on the property, for the All-In Grocers Project, and authorizing the Mayor and City Clerk to execute said documents.

City Council Meeting: 1/18/2022
Prepared: 12/21/2021

ATTACHMENTS:

Description	Type
Central Prop DA amendment no 6corrected.doc	Backup Material

SUBJECT:	Resolution approving Amendment No. 6 to the Development Agreement with Central Property Holdings, LLC, originally executed August 17, 2017, to raise the minimum assessed value from $2.5 million to $4.0 million, and eliminate the mortgage on the property, for the All-In Grocers Project, and authorizing the Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Noel Anderson, Community Planing and Development Director
Recommended Action:	Postpone indefinitely or do not approve. Voting on the contract was postponed at the January 3, 2022 council meeting to January 18, 2022. In the interim, a special session was held to vote on a different contract. Council still needs to vote on the item that was postponed to January 18. Voting down this contract or postponing the contract indefinitely have a similar effect.
Summary Statement:	The City of Waterloo is taking steps to help finalize the financing steps for construction to continue on the full All-In Grocers project. The change in MAV reflects the additional costs of materials, added size and scope of project (including additional business space) and the release of Mortgage has been requested, and with the reversionary language still in place, the City believes our position remains strong for reversionary actions.
Neighborhood Impact:	Positive impact on the Walnut Neighborhood and Franklin Corridor redevelopment.
Data/Analysis and Strategies:	Economic Development and Infill Policies
Community Engagement Methods:	This project has been through numerous pubic hearings for the project.
Expenditure Required/Source of Funds:	NA

Preparer Information: Christopher S. Wendland, PO Box 596, Waterloo, Iowa 50704 (319) 234.5701
Name Address City Phone

SPACE ABOVE THIS LINE
FOR RECORDER

AMENDMENT NO. 6 TO DEVELOPMENT AGREEMENT and MINIMUM ASSESSMENT AGREEMENT

This Amendment No. 6 to Development Agreement and Minimum Assessment Agreement (the "Amendment") is entered into as of _____, by and between Central Property Holdings, LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. Company and City are parties to that certain Development Agreement dated August 7, 2017, as later amended (collectively, the "DA"), concerning the development of land (the "Property") described on Exhibit "A" to the DA. The DA has been filed in the land records of Black Hawk County, Iowa, as Doc. No. 2018-7765, Doc. No. 2019-2747, Doc. No. 2019-13537, Doc. No. 2019-13538 and Doc. No. 2021-12976. In connection with the DA, the parties also executed a certain Minimum Assessment Agreement dated August 7, 2017 (the "MAA").

B. The parties desire to amend the DA to modify the terms thereof as set forth in this Amendment.

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

1. Sections 4 and 6 of the DA and Section 1 of the MAA are amended to strike "$2,500,000.00" therefrom and to substitute "$4,000,000.00" in its place.

2. Section 4 of the DA is amended to remove the obligation of Company to provide a mortgage as security. City will release the mortgage dated August 23, 2017, which was recorded as Doc. No. 2018-3785. City retains the right to require that Company post payment and performance bonds as set forth in Section 4.

3. Except as modified herein, the DA and MAA shall continue unmodified in full force and effect. Terms in this Amendment that are capitalized but not defined will have the same meanings herein that are ascribed to them in the DA or MAA, as applicable. The DA, the MAA and this Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 6 to Development Agreement and Amendment to Minimum Assessment Agreement by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

CENTRAL PROPERTY HOLDINGS, LLC

By: _____
Rodney A. Anderson
Managing Member

CITY OF WATERLOO

Council Communication

Resolution approving two-year Re-Opened Collective Bargaining Agreement with AFSCME Local 1195 Planners and Engineers; AFSCME Local 1195 Police Lieutenants & Code Enforcement Officers; Teamsters Local 238; Municipal Employees Local Union No.177; Communication Workers of America; Waterloo Police Protective Association and International Association of Fire Fighters Local No. 66, and authorize the Mayor and Human Resources Director to execute said documents

City Council Meeting: 1/18/2022
Prepared: 1/10/2022

ATTACHMENTS:

	Description	Type
	City of Waterloo 2022-2023 Re-Opener Summary of Negotiations	Cover Memo
	LiUNA Local 177 Re-Opened and Ratified Agreements	Backup Material
	WPPA Updated Wage Schedules	Backup Material

SUBJECT:	Resolution approving two-year Re-Opened Collective Bargaining Agreement with AFSCME Local 1195 Planners and Engineers; AFSCME Local 1195 Police Lieutenants & Code Enforcement Officers; Teamsters Local 238; Municipal Employees Local Union No.177; Communication Workers of America; Waterloo Police Protective Association and International Association of Fire Fighters Local No. 66, and authorize the Mayor and Human Resources Director to execute said documents.
Submitted by:	Submitted By: Lance Dunn, Human Resources Director
Recommended Action:	Approve Updated Bargaining Agreements
Summary Statement:	The rate increase for all employees is at 3% for FY 2022. The rate increase will be at 2% for the majority of the employees for FY 2023 with the exception of AFSCME Local 195 Police Lieutenants being at 3%, and the evidence coordinator, data systems/records manager, code enforcement officer being at 2.75%. Police and Fire will also be at 3% for FY 2023

City of Waterloo

Re-Open Collective Bargaining 2021-2023

Summary of Agreements

Waterloo Planners & Engineers (AFSCME)

Includes: Associate Planner, Associate Engineer, Traffic Engineer, Planner II, Programmer Analyst, Storm Water Specialist

Agreement:

Duration: 2 years

Wages:

Year 3: 3.0% ATB
Year 4: 2.0% ATB

Waterloo Mixed (Teamsters)

Includes: Clerks, Secretary, Evidence Technician, Animal Control

Agreement:

Duration: 2 years

Wages:

Year 3: 3.0% ATB
Year 4: 2.0% ATB

Other:

- July 1, 2021: Current Clerk I's increase by $0.64 then 3% ATB for all workers.
- January 1, 2022: Current Clerk I's receive remaining pay difference to be the same as current Clerk II's: eliminate Clerk I position
- July 1, 2022: 2% ATB for all workers

Waterloo Laborers (LiUNA No. 177)

Includes: Employees in the following departments: Airport, Building Inspections, Building Maintenance, Garage, Engineering, Sanitation, Leisure Services, Streets, Traffic, Waste Management

Agreement:

Duration: 2 years

Wages:

Year 3: 3.0% ATB
Year 4: 2.0% ATB

Other**: See attached sheet for details**

- **Section 4.01 - Pre-Emption of Chapter 400 & City Rules & Regulations**
- **Section 7.03 - Job Schedule Changes -.**
- **Section 7.04 - Rest Breaks During a Shift**
- **Section 7.05 - Overtime**
- **Section 7.06 - Overtime Pay on Holidays**
- **Section 7.07 - Overtime Rotation and Classification**
- **Section 7.11 - Standby Pay**
- **Section 7.16 - Professional Certification Bonus Program**
- **Section 10.02 - Holiday Pay During Time Off**
- **Section 10.03 - Holiday Pay During Leave of Absence**
- **Section 18.09 - Call-Em-All Pay**
- **Exhibit A Wages - Job classification changes:**
  Building Inspections: Inspector I (delete), Building Inspector II (delete), Chief Combination Inspector (delete)
  Leisure Services: Park Maintenance I (delete), Park Maintenance II Forestry, Apprentice (add), Golf Course Maintenance I (delete), Park Maintenance III Heavy Equipment (delete)
- **Exhibit A Wages** - After the 3% wage increase in Year 3 the following classifications would get an additional .30 per hour increase: Equipment Operator II and Sewer Maintenance Worker

Waterloo Library (CWA)

Includes: Library Aide, Library Assistant, Marketing and Volunteer Coordinator, Librarian I and Information Literacy Coordinator

Agreement:

Duration: 2 years

Wages:

Year 3: 3.0% ATB
Year 4: 2.0% ATB

Waterloo Code Enforcement & Police Lieutenants (AFSCME)

Includes: Police lieutenants, code enforcement officer, data systems/records manager, and property evidence coordinator

Agreement:

Duration: 2 years

Wages:

Year 3: 3.0% ATB
Year 4: 3.0% ATB for lieutenants; 2.75% ATB for evidence coordinator, data systems/records manager, code enforcement officer

Waterloo Police Officers

Includes: Police Officers and Police Sergeants

Agreement:

Duration: 2 Years

Wages:

Year 3: 3% ATB
Year 4: 3% ATB

Other:

- The length of time for the Wage Schedule changed for both Police Officers and Sergeants. Please see attachment

Waterloo Fire

Includes: Fire Fighter, Fire Engineer, Paramedic, Lieutenant, Medical Supervisor and Captain

Agreement:

Duration: 2 Years

Wages:

Year 3: 3.0% ATB
Year 4: 3.00% ATB

TENTATIVE AGREEMENT

CITY OF WATERLOO, IOWA
-FIFTH PROPOSAL TO
LIUNA 177
Municipal Workers Unit
For the Period
July 1, 2021 through June 30, 2023
Submitted March 15, 2021

Notes:

- If the Union has made a proposal to which no specific response is set out in these proposals, the City's response to such a proposal is that it not be included in the contract.
- If the City does not propose that an article or provision be amended, then it is the City's proposal that current contract language for that article or provision be maintained.
- The City reserves its right to refuse to negotiate regarding the provisions that are non-mandatory subjects of bargaining, and the City will not agree to submit to impasse the provisions which are non-mandatory subjects of bargaining.
- The City explicitly reserves the right to alter, withdraw, add to, or amend any part or all of the following proposal.
- This proposal is a package proposal, and it must be accepted in its entirety or it will be considered to have been rejected.

City Proposal:

1) **TA Section 4.01 – Pre-Emption of Chapter 400 & City Rules & Regulations**

   See attached contract. Correct typo - change "implementing" to "implementation of"

2) **TA - Section 7.03 – Job Schedule Changes**

   See attached contract. Change employee notification of schedule changes from ten (10) days to seven (7) calendar days. Airport employees shall receive notification of schedules changes with at least ten (10) calendar days' notice.

3) **TA- Section 7.04 – Rest Breaks During a Shift**

   A. Lunch Period

All employees shall be allowed a lunch period, which shall be scheduled, generally, in the middle of their work shift. All lunch periods shall be unpaid unless the employee is working an eight (8) hour shift, in which case, the employee shall have a working lunch period.

4) TA- Section 7.05 – Overtime

7.05 OVERTIME

The City agrees, except as provided in Addendums as may be attached hereto, that time and one-half (1½) shall be paid for the first (1st) day worked of an employee's regularly scheduled time off and all time worked in excess of eight (8) hours per day, the twenty-four (24) hour period starting with an employee's regular starting time, or forty (40) hours per week. Double time shall be paid for the second (2nd) consecutive day worked of an employee's regularly scheduled time off, and Sundays, unless the Sunday is a regularly scheduled workday. An employee regularly scheduled to work on a Sunday shall be compensated at their regular hourly rate. "Regularly scheduled" means a fixed schedule that includes Sundays or a rotating schedule that includes a Sunday. For purposes of computing overtime, all paid leave will be considered as time worked.

5) TA- Section 7.06 Overtime Pay on Holidays

7.06 PAY ON HOLIDAYS

An employee who is scheduled to work on a holiday, shall be paid holiday pay, plus one and a half times their regular hourly wage for all hours worked.

An employee who is not scheduled to work on a holiday but is called in to work on a holiday, shall be paid holiday pay, plus double time their regular hourly wage for all hours worked on the actual holiday.

6) TA - Section 7.07 Overtime Rotation and Classification

7.07 OVERTIME ROTATION & CLASSIFICATION

A. Winter Operations

An employee who has worked sixteen (16) consecutive hours must take eight (8) continuous hours of rest before being eligible to return to work.

B. Overtime Offers and Mandatory Overtime Assignment for Special Projects

When overtime is required, except in an emergency, it will be offered to the most senior qualified, permanent employee in a needed classification(s). Further, except in an emergency, the City shall be entitled to require the least senior qualified employee in an affected classification to stay over and/or report for work in the event the offered overtime is refused by the more senior employee. When an employee is assigned to a special project during the week, the employee may be assigned overtime or weekend work for the special project without regard to seniority, for the duration of the project.

7) TA - Section 7.11 Standby Pay

7.11 STANDBY PAY

For standby pay, employees who are required to standby to report for work in the event of an emergency during their normal time off, the City shall compensate them as follows:

Add:

C. Forestry Personnel

1. Forestry Personnel shall receive on call pay between May 1st to October 31st based on the schedule outlined below. On call status will rotate each Thursday at 7:00 AM with a minimum two forestry employees assigned on call status each week.

Effective 7/1/2021
On Call- No Holidays $305.00 per week
On Call- One Holiday $351.00 per week
On Call- Two Holidays $410.00 per week

2. Forestry employees on call shall be the first response to all emergency calls for all forestry services.

3. The forestry employees on call shall have the responsibility and the authority to call in, utilizing seniority, the appropriate classifications, determined by the forestry employees necessary to correct the problem. A log of call in events shall be maintained by each on call forestry employee.

4. Forestry employees who are called back to work while in on-call status, shall be paid at their applicable overtime rate for all hours worked.

8) TA - 7.16 Professional Certification Bonus Program
Water Pollution Flood Control Plant Department

Add:

C. Grade III Certification Wastewater Treatment Operator

All Water Pollution Flood Control Plant Employees who maintain a State Grade III Wastewater Operator Certification shall receive an additional one dollar ($1.00) per hour above his/her regular rate of pay.

D. Grade IV Certification Wastewater Treatment Operator

All Water Pollution Flood Control Plant Employees who maintain a State Grade IV Wastewater Operator Certification shall receive an additional one dollar ($1.50) per hour above his/her regular rate of pay.

9) TA- Section 10.02 Holiday Pay During Time Off

10.02 HOLIDAY PAY DURING PAID TIME OFF

In the event that a holiday falls within an employee's paid time off, he/she shall not be charged for that day off that is the holiday except as outlined in Section 10.03.

10) TA- Section 10.03 Holiday Pay During Leave of Absence

10.03 HOLIDAY PAY DURING LEAVE OF ABSENCE

No Holiday Pay shall be given if the actual date on which the holiday is being celebrated occurs while an employee is on an unpaid leave of absence of thirty (30) consecutive calendar days or more.

11) TA - Section 18.09 ~~Beeper Pay~~ Call-Em-All Pay

18.09 ~~BEEPER~~ CALL-EM-ALL PAY

Employees assigned to a sand/salt route during winter operations who receive a call-em-all call/text receive a minimum of four (4) hours of pay at the applicable rate when they report to work following notice of activation from the call-em-all system. For payroll purposes, the four (4) hours pay shall commence when the call or text is activated, they report within 30 minutes from the call/text. If the call or text is activated, they report within 30 minutes from the page call/text. If the call/text is activated within four (4) hours of the employee's normal shift, the employee shall receive overtime pay for hours actually worked outside of his/her normal shift.

14) TA - Exhibit A Wages

Make the following job classification changes:

Building Inspections:
- -Inspector I (delete)
- -Building Inspector II (delete)
- -Chief Combination Inspector (delete)

Leisure Services
- -Park Maintenance I (delete)
- -Park Maintenance II Forestry Apprentice (add)
- -Golf Course Maintenance I (delete)
- -Park Maintenance III Heavy Equipment (delete)

Street
- -Equipment Operator III (delete)

15) TA - Exhibit A Wages

The City proposes the following wage increase:

July 1, 2021: 3% ATB

In addition, after the 3% is added, the following classifications would get a .30 per hour increase:

	Equipment Operator II				
Waste	Sewer Maintenance Worker				

July 1, 2022: 2% ATB

Collective Bargaining Agreement Wage Update

July 1, 2021 to June 30, 2023

City of Waterloo, Iowa & the Waterloo Police Protective Association

ARTICLE V – SALARIES

July 1, 2021: Wage and Insurance Reopener

The parties agree to a restructured wage schedule for both officers and sergeants reflecting an approximate package cost equivalent to what employees would have received if they had received a 3% ATB and step movement on July 1, 2021 and July 1, 2022.

In the included Wage Scale, each step is labeled with the start of the fiscal year and the number of completed years of service.

Officers and Sergeants will move through the wage tables annually on July 1 and Officers will also move on their anniversary date. Examples:

- A new officer will start on the table in the fiscal year at step 00.
- An existing officer will start on the table according to a prearranged spreadsheet.
- On their anniversary date, the officer will move down one-step until they reach the final wage scale.
- On July 1, all members will move laterally to the new fiscal year wage table.

ARTICLE XII – INSURANCE

The following shall replace the last paragraph of 12.02 in the CBA:

Monthly Contribution Rate:

The monthly contribution rate for employees shall be $40 for the Single policy and $80 for the family policy for FY20. Commencing July 1, 2020, employees will be responsible for 20% of the monthly premium increase up to $25 for single and $50 for family each year.

ARTICLE XXX: SEVERABILITY

In the event any provision of this Agreement is adjudged in conflict with any law, ordinance or regulation of the State or Federal government, or any department thereof, said provisions shall be null and void, but all other provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 2 day of AUGUST 2021.

CITY OF WATERLOO, IOWA

By: _____
Mayor

WATERLOO POLICE PROTECTIVE ASSOCIATION

By: _____
Union President

By: _____
HR Director

By: _____
Union Representative

Sergeant Wage Steps

7/1/2021	
21-00	$41.93
21-01	$42.97
21-02	$44.04
21-03	$45.16
21-04	$46.55
21-05	$47.98

7/1/2022	
22-00	$43.19
22-01	$44.26
22-02	$45.36
22-03	$46.51
22-04	$47.94
22-05	$49.42

Officer Wage Steps

7/1/2021	
21-00	$28.01
21-01	$29.06
21-02	$30.37
21-03	$31.73
21-04	$33.32
21-05	$34.35
21-06	$34.35
21-07	$35.42
21-08	$35.42
21-09	$36.48
21-10	$36.48
21-11	$37.67
21-12	$37.67
21-13	$38.89
21-14	$38.89
21-15	$40.16

7/1/2022	
21-00	$28.85
21-01	$29.93
21-02	$31.28
21-03	$32.69
21-04	$34.32
21-05	$35.38
21-06	$35.38
21-07	$36.48
21-08	$36.48
21-09	$37.58
21-10	$37.58
21-11	$38.80
21-12	$38.80
21-13	$40.06
21-14	$40.06
21-15	$41.36

CITY OF WATERLOO

Council Communication

Resolution approving the Bond and Disclosure Counsel Engagement Agreement with Ahlers & Cooney, P.C. in connection with the issuance of bonds and ongoing continuing disclosure requirements.

City Council Meeting: 1/18/2022
Prepared: 12/29/2021

ATTACHMENTS:

Description	Type
Ahlers Bond Counsel Agmt	Backup Material

SUBJECT:	Resolution approving the Bond and Disclosure Counsel Engagement Agreement with Ahlers & Cooney, P.C. in connection with the issuance of bonds and ongoing continuing disclosure requirements.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Summary Statement:	The engagement letter specifies the services that Ahlers & Cooney, P.C. will perform on behalf of the City with regard to bond issuances and required continuing disclosures to the bond market.

AHLERS COONEY
ATTORNEYS

Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com

Kristin B. Cooper
515.246.0330
kcooper@ahlerslaw.com

December 30, 2021

VIA E-MAIL

City of Waterloo
c/o Michelle Weidner
City Clerk
715 Mulberry
Waterloo, Iowa 50703

Re: Waterloo, Iowa - Bond and Disclosure Counsel Engagement Agreement

Dear Mayor and City Council:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond and disclosure counsel to Waterloo, Iowa (the "Issuer") in connection with the issuance from time to time of bonds, notes, or other obligations (the "Bonds"), as applicable. We understand the Issuer works with Speer Financial for financial advisory services. While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond counsel and disclosure services described herein.

SCOPE OF ENGAGEMENT

Bond Counsel

In the role of Bond Counsel, we will provide the following services:

(1) Subject to the completion of proceedings and execution of documents to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment and security for the Bonds, and the tax status of the Bonds for federal and State of Iowa, as applicable income tax purposes.

(2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, and coordinate the authorization and execution of such documents.
(3) Review legal issues relating to the structure of the Bond issue.
(4) Review or prepare those sections of the official statement, private placement memorandum or other form of offering or disclosure document (the "Offering Documents") to be disseminated in connection with the sale of the Bonds that describe the terms of the Bonds, Iowa and federal law pertinent to the validity of the Bonds, the tax status of interest on the Bonds, and the Bond Opinion.
(5) Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.
(6) Prepare the notice of sale relating to the competitive sale of Bonds.
(7) Draft the Continuing Disclosure Certificate of the Issuer, if applicable.
(8) File an appropriate Form 8038 with the IRS after Closing.

As Bond Counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the original purchaser. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser or other persons. The Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Disclosure Counsel

In the role of Disclosure Counsel, we will work with the Issuer, including the officials, officers, and employees, the City's Municipal Advisor, and other parties to the Bond transaction to provide the following services:

(1) Consult with Issuer officials and staff, the Municipal Advisor, and Underwriter (as applicable), concerning primary disclosure requirements, questions and issues relating to the initial issuance of Bonds and concerning continuing disclosure requirements.
(2) Participate or attend, upon request, any meeting of the Issuer or Issuer's staff relating to disclosure matters that pertain to Issuer's issuance of Bonds.

(3) Participate in the drafting of the Issuer's Purchase Agreement for the negotiated sale of Bonds.
(4) Participate in the drafting of the Issuer's public sale solicitation documents for the competitive sale of Bonds.
(5) Participate in the drafting/review of the Issuer's preliminary and final official statements in connection with the offering of Bonds, with assistance of Issuer officials and staff, and the Municipal Advisor and Underwriter, as necessary.
(6) Coordinate with the printing and delivery of the preliminary and final official statements.
(7) Review all Bond documents prepared in connection with the issuance of Bonds to the extent such documents involve or affect disclosure matters.
(8) Provide written advice to the Issuer at the time the Bonds are issued as described herein.
(9) Consult with Issuer officials and staff regarding all matters relating to continuing disclosure requirements that pertain to the Bonds, specifically to include those imposed by Securities and Exchange Commission Rule 15c2-12.

Subject to the completion of the diligence process to our satisfaction, we will render our written advice addressed to the Issuer stating substantially that, in the course of our participation in the preparation of the Official Statement, no information has come to our attention which leads us to believe that the Official Statement (excluding the financial and demographic information or charts, engineering and statistical data, financial statements, statements of trends and forecasts, information concerning any bond insurance and The Depository Trust Company, included in the Official Statement, and in the Appendices, as to which we will not express any opinion or view) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. In rendering our advice, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. During the course of the engagement, we will rely on the Issuer's staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

The written advice rendered hereunder will be dated and executed and delivered by us at Closing and will be based on existing law as of its date. Upon delivery of our written advice and the filing of all appropriate closing documents, our responsibilities as Disclosure Counsel will be concluded with respect to the issuance of a series of Bonds.

COOPERATION

To enable us to provide effective representation, the Issuer agrees to: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; and (4) cooperate fully with us in all matters relating to the engagement. During the course of this engagement, we will rely on the Issuer's staff to

provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and the security for the Bonds.

LIMITATIONS

The duties covered by this engagement are limited to those expressly set forth above. Our fee does not include the following services, or any other matter not required to render our Bond Opinion or written advice as Disclosure Counsel:

(a) Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
(b) Drafting state constitutional or legislative amendments.
(c) Pursuing test cases or other litigation, such as contested validation proceedings.
(d) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
(e) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).
(f) Opining on a continuing disclosure undertaking pertaining to the Bonds and, after the execution and delivery of the Bonds, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements;
(g) After Closing, providing continuing advice to the Issuer or any other party concerning disclosure issues or questions that relate to the Bonds, e.g., questions regarding actions necessary to assure fulfillment of continuing disclosure responsibilities.

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written engagement or request for services in accordance with the "*Other Advice"* section of this engagement will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subparts (h)–(l) below, are not included in this Agreement, nor will they be provided by us at any time.

(h) Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, the financial condition of the Issuer, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Bonds.
(i) Acting as an underwriter, or otherwise marketing the Bonds.
(j) Acting in a financial advisory role.
(k) Preparing blue sky or investment surveys with respect to the Bonds.

(l) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement and upon notification by the Issuer that our Bond Counsel and/or Disclosure Counsel services are requested with regard to a specific issue of Bonds (it being understood the Issuer has discretion hereunder, as to each service offered) the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion or written advice as Disclosure Counsel.

Our representation of the Issuer and the attorney-client relationship created by this Agreement with respect to a series of Bonds will be concluded upon issuance of such Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate completed Internal Revenue Service Form 8038 and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

OTHER REPRESENTATIONS

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

We charge a flat fee for each issue of Bonds for which Bond Counsel and Disclosure Counsel services are rendered under this Agreement respectively, as applicable. Our fees are based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this Agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith. We will communicate our estimated fee to the Issuer's finance team, including the Municipal Advisor, as applicable, for purposes of sizing each new Bond issue. It is anticipated that our fees will be capitalized into the Bond issue. It is understood the Chief Financial Officer is delegated authority to approve our fees. If, at any time, we believe that circumstances require an adjustment of our original fee estimate(s), we will advise the finance team. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount anticipated at the time we initially estimated our fee(s); (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility, such as personal attendance at meetings, significant travel, or unexpected revision of the issuance documents at the request of the Issuer, any agent acting on your behalf (such as a financial advisor), the purchaser, a bond insurer, other counsel providing services with respect to issuance of a particular issuance of obligations.

In addition to our flat fees, we will charge for any incidental costs (copies, overnight charges, bond printing, travel reimbursement, deliveries, etc., at actual costs incurred. We estimate that such charges will not exceed $750 per issue of Bonds. We will contact you prior to incurring expenses that exceed this amount.

The delivery of written advice, or opinions beyond the Bond Opinion, to third parties at the request of the Issuer with respect to a series of Bonds shall be subject to a separate charge in an amount established at the time of the request.

Billing Matters:

We will submit an electronic summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion or written advice as Disclosure Counsel,

or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates, plus client charges, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion and written advice as Disclosure Counsel). The current hourly rate of the undersigned (as of 1/1/2021) is $275 per hour. Work performed by other attorneys will be billed at their current hourly rate (currently ranging from $200-$400 per hour). Work by legal assistants is currently billed at $120. The hourly rates reflected herein are subject to our periodic review and adjustment – typically annually.

Other Advice:

If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (i) financing alternatives in connection with a particular project, (ii) compliance with lending programs, (iii) the impact of specified actions on tax-exempt status of outstanding Bonds, (iv) interpretation and/or required actions with regard to other "financial obligations" under a continuing disclosure certificate, or (v) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney performing the services.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. We may store some or all client file materials in a digital format. After any or all paper documents are digitized, we may destroy all paper documents in the client file. We typically retain financing files for the life of the Bonds, at which point we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor.

In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have

no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

Please carefully review the terms and conditions of this Agreement. ***If the above correctly reflects our mutual understanding please indicate by returning a signed and dated copy of this letter, retaining an original for your file as well.***

If you have questions regarding any aspect of the above or our representation as Bond Counsel or Disclosure Counsel, please do not hesitate to contact me. It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,

Ahlers & Cooney, P.C.

Kristin Billingsley Cooper
FOR THE FIRM

KBC:seb

Accepted:

City of Waterloo, Iowa*

By _____ Date: _____

*Approved by action of the governing body on January 18, 2022.

01966485-1\11310-144

CITY OF WATERLOO

Council Communication

Resolution approving a Professional Services Agreement with Amy Wienands Real Estate of Waterloo, Iowa, in conjunction with the sale of 235 Newell Street, in an amount not to exceed $10,000.00, and authorizing the Mayor to execute said document.

City Council Meeting: 1/18/2022
Prepared: 1/5/2022

ATTACHMENTS:

	Description	Type
	Map of 235 Newell Street	Backup Material
	Documents for signature	Backup Material

SUBJECT:	Resolution approving a Professional Services Agreement with Amy Wienands Real Estate of Waterloo, Iowa, in conjunction with the sale of 235 Newell Street, in an amount not to exceed $10,000.00, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The City is requesting to enter into a Professional Services Agreement in with Amy Wienands Real Estate not to exceed $10,000.00 for the sale of 235 Newell Street. This property is the home Hawkeye Community College constructed through their Sustainable Construction program in a partnership with the City.
Data/Analysis and Strategies:	Economic Development policy number 1, 3 &4 within the Strategic Plan.
Expenditure Required/Source of Funds:	Up to $10,000.00/bonds
Legal Descriptions:	MANSONS SECOND ADDITION LOT 10 BLOCK 1

City of Waterloo, Iowa

N
W E
S

dotloop signature verification: dtlp.us/U5Gx-C3Sp-C2nS

AMY WIENANDS REAL ESTATE
OBSESSIVELY WORKING FOR YOU!

LISTING AGREEMENT
(RIGHT TO SELL, LEASE, OR RENT REAL ESTATE)

1. THIS AGREEMENT is entered into by and between Seller and Amy Wienands Real Estate hereinafter called *Broker/Real Estate Company.* The term *Broker* shall include Broker's affiliated Licensees. The term *Seller* shall include Owner, Landlord or Optionor. The term *Buyer* shall include Buyer, Tenant, or Optionee. The terms *sell* and *sale* shall include sell, lease, rent, exchange, or option. Seller or Seller's duly authorized agent, whose signature appears below, hereby grants to the undersigned Broker, the exclusive right to sell, lease or rent

The Property Known As 235 Newell St. Waterloo, IA 50703

For Period Beginning 1/19/22 **and Ending** 6/19/22

For $ 169,900 or such other price and terms that are acceptable to the Seller.

Other Terms and/or Conditions:

2. PROFESSIONAL SERVICE FEE. 4.5 (%) of the sales price shall be paid to Broker if;

a. Broker procures a Buyer during the listing period ready, willing and able to purchase at the above price and terms, or any other price and terms agreeable to Seller, or;

b. Seller or anyone else sells, exchanges, leases, rents or otherwise transfers the property during the listing period at any price or on any terms, or;

c. Seller prevents the sale of this property by any adverse action, such as prohibiting the Buyer from making improvements to the property required of the Buyer prior to settlement by a lender, or by attempting to cancel this agreement. The Professional Service Fee shall be payable in cash in the county and state where Broker has his principal office, at the time of the transaction settlement. Seller authorizes Broker or closing agent to pay Broker from Seller's proceeds of the sale. or;

d. Before the termination of this Listing Agreement, Broker provides Seller the names and addresses of persons to whom the property was presented during the listing period or any extension thereof, and if within 30 days (protection period) after the expiration of this listing or any extension thereof, Seller executes a Purchase Agreement with any person on the above referenced list period. However, Seller shall not be obligated to pay such compensation if a valid Listing Agreement is entered into during the term of said protection period.

e. **LEASE AGENCY.** Should the property or any part be leased to a tenant procured by Broker or any other Broker a Professional Service Fee of _____(%) of the base term of the lease and _____(%) of the renewals. The fees are due one-half upon lease signing and one-half upon lease commencement. During the lease (or extensions), should the tenant purchase this subject property, I agree to pay the sales Professional Service Fee as outlined above, less the leasing Professional Service Fee already paid for the unexpired term of the lease. Should the tenant lease additional space from the Owner during the term of any lease resulting from this Listing Agreement, Owner agrees to pay Broker an additional _____(%) on the base lease for said additional space. Broker, upon execution of any lease, may record an affidavit setting forth its right to additional Professional Service Fees upon any renewals, exercised options, extensions, additions to the lease or purchase of the Property, which affidavit shall be binding upon the heirs, personal representatives, successors and assigns of the Owner.

f. **BUSINESS SALE.** I agree to pay to Broker _____(%) of the SALE PRICE and to promptly execute to the Buyer and deliver to the Buyer a Bill of Sale (or other reasonable evidence of title or ownership) covering all personal property or enter into a contract for Bill of Sale.

dotloop signature verification: dtlp.us/U5Gx-C3Sp-C2nS

Property Known As: 235 Newell St. Waterloo, IA 50703

3. COOPERATIVE BROKERAGE COMPENSATION. Seller agrees that Broker may cooperate with other Brokers and offer compensation to cooperating Brokers, including Brokers solely representing the Buyers. Broker agrees to pay 3% to cooperating MLS Brokers. Broker shall disclose to Owner, in writing, any policy that would limit the participation of any other brokerage.

4. MULTIPLE LISTING SERVICE (MLS) AUTHORITY. Seller authorizes Broker to process, advertise and distribute information about the property through the Northeast Iowa Regional Board of REALTORS® Multiple Listing Service to its subscribers within forty-eight (48) hours. Seller authorizes Broker to release all information regarding the completed sale of the property to the Northeast Iowa Regional Board of REALTORS® Multiple Listing Service.

5. ACCESS AUTHORIZATION/INSURANCE LIABILITY. While the described property is listed for sale with the Broker, it is agreed that such property is not considered to be in the care, custody or control of the Broker, Licensees or employees. Seller authorizes Broker to allow access to the property at reasonable hours by Licensees, MLS Subscribers, and other persons including but not limited to appraisers, inspectors and utility company personnel, as necessary to complete the sale. Seller shall maintain in force adequate insurance to protect Seller in the event of any damage, loss or claims arising from access to the property and/or liability for personal injury and agrees to hold the Broker harmless therefrom.

6. PROPERTY DISCLOSURES. Seller agrees to provide a signed Seller Disclosure of Property Condition and a Lead Based Paint Disclosure if required by Iowa Code Chapter 543 B. Seller agrees to indemnify Broker from all damages that may arise out of undisclosed or incorrect facts or statements of Seller. The Seller acknowledges that the Seller has a legal duty to disclose to any proposed Buyer any material defects of which the Seller has actual knowledge and which a reasonable inspection by the proposed Buyer would not reveal.

7. TITLE. Seller agrees to convey the property by Warranty Deed unless otherwise specified and provide an abstract continued to date of sale, showing good and merchantable title subject to easements and restrictions of record, applicable building restrictions and zoning regulations. Seller also agrees to pay any mortgage prepayment penalty, all taxes to date of settlement, and customary settlement costs. Seller will furnish information, which may be required by law and sign corresponding documents needed to be filed with the deed.

8. REMEDIES OF THE PARTIES. If Broker successfully defends any court action brought against Broker by Seller, or any other person involved in the sale of this property, or it is necessary to employ an attorney to collect sums due hereunder, Seller agrees to pay all usual and reasonable court costs and attorney's fees expended by Broker. In addition to the rights given to the parties under Iowa Code Section 617.3 and not in limitation thereof, it is mutually understood and agreed that this listing agreement and any contract arising therefrom, shall be deemed to have been made in the State of Iowa and any and all performance thereunder or breach thereof shall be interpreted, governed and construed pursuant to the laws of the State of Iowa. The parties consent that the Iowa District Court in and for Black Hawk County shall be the forum in which to bring any cause of action arising out of or under this agreement, or any subsequent agreement entered into by Seller as a result of Broker's efforts concerning the above described property. The parties agree that such court shall have jurisdiction of the person or the parties for such action.

9. BROKERAGE SERVICES ONLY. Seller acknowledges that Broker is acting as a Real Estate Broker and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, consultant or other professional service advisor. **Owner is hereby advised to seek such other professional advice as may be important to Owner. The following minimum service shall be provided to the client.**

(1) Accept delivery of and present to the client offers and counteroffers to buy, sell, rent, lease, or exchange the client's property or the property the client seeks to purchase or lease. (2) Assist the client in developing, communicating, negotiating, and presenting offers or counteroffers until a rental agreement, lease, exchange agreement, offer to buy or sell, or purchase agreement is signed and all contingencies are satisfied or waived and the transaction is completed. (3) Answer the client's questions relating to the brokerage agreements, listing agreements, offers, counteroffers, notices, and contingencies. (4) Provide prospective buyers access to listed properties.

10. 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 or their Broker. A signed copy of this agreement, and all addendums or amendments to this agreement shall, taken together, constitute a single binding agreement.

dotloop signature verification: dtlp.us/U5Gx-C3Sp-C2nS

Property Known As: 235 Newell St. Waterloo, IA 50703

11. ELECTRONIC SIGNATURES. In accordance with Iowa Code ch. 554D, all parties agree that this transaction may be conducted by electronic means, and certified electronic signatures shall be equally binding.

12. 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.

13. RELEASE OF INFORMATION. Seller authorizes lender(s), contract holder(s) and utility companies to provide Broker with any and all information regarding the above described property. Seller hereby authorizes Broker to use a "for sale" sign, electronic lock box, exterior and interior pictures, and all forms of advertising media, including but not limited to internet, print, radio and television in Broker's efforts to sell the property unless otherwise noted in this agreement.

SELLER OPT OUT:

_____ _____ Initials Initials — Seller advises Broker that Seller does not want the listed property displayed on the internet.

_____ _____ Initials Initials — Seller advises Broker that Seller does not want the property's address displayed on the internet.

_____ _____ Initials Initials — Seller acknowledges that by choosing "OPT OUT" consumers who conduct searches on the internet will not see information about my listed property.

14. ACKNOWLEDGMENTS. Seller and Broker acknowledge that they have read this agreement, that all information contained in this agreement is true and accurate to the best of their knowledge and they have each received a copy of the executed agreement. THIS AGREEMENT may be executed in one or more counterparts each of which shall be deemed original and all of which, taken together, shall be construed as a single instrument and shall be binding upon the heirs, successors, assigns, executors and administrators of the parties.
Any modification of this agreement must be in writing and signed and dated by all parties. This property is offered without respect to race, color, religion, sex, handicap, familial status or national origin.

THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

Signed this_____day of _____, 20____

_____
Seller

Amy Wienands Real Estate
Real Estate Company

Amy Wienands dotloop verified 01/07/22 3:18 PM CST 83XS-UJXP-XRQS-LOFP
Licensee

_____
Seller

_____
Seller

_____
Seller

_____
Seller Address/Phone

dotloop signature verification: dtlp.us/UFo4-LdUB-VYtc

AMY WIENANDS
REAL ESTATE
OBSESSIVELY WORKING FOR YOU!

Amy Wienands Real Estate - Listing Program Acknowledgement

Property Address 235 Newell St. Waterloo, IA 50703

Sellers City of Waterloo

We are choosing to enter into a listing agreement with Amy Wienands Real Estate. By selecting a listing program below, we agree to and acknowledge that we understand the terms and conditions of the specific listing program. In choosing the Standard Listing Program we understand that Amy Wienands is not obligated under any circumstances to purchase our home or land/lot. Under the Guaranteed Sale Program, Amy Wienands is obligated to purchase our home or land/lot only if our home or land/lot qualifies under the program and only pursuant to the express terms of said program.

☑ Amy Wienands Team - Standard Listing Program

☐ Amy Wienands Team – Guaranteed Sale Program

Seller _____ Date _____

Seller _____ Date _____

Agent Amy Wienands dotloop verified 01/07/22 3:18 PM CST OUGV-TRFB-J7UK-YVPS Date _____

dotloop signature verification: dtlp.us/nBxp-jG4w-Xy81

COMPANY POLICY/AGENCY DISCLOSURE AND ACKNOWLEDGMENT

(To be signed by Seller/Buyer at or prior to the time specific assistance is first provided.)

When you enter into a discussion with a real estate licensee regarding a real estate transaction, you should from the outset understand who the licensee is representing in the transaction. More importantly, you should understand how that representation affects your relationship with the Company (the term "Company" hereinafter refers to the Real Estate Company and its Licensees). Below is a list of the representation options available from Amy Wienands Real Estate (hereinafter referred to as the "Company")

Licensee has "checked" the appropriate box(s) for each policy that applies to Company. The term "Seller" shall hereinafter refer to Seller, Landlord or Optioner. The term "Buyer" shall hereinafter refer to Buyer, Tenant or Optionee.

SELLER EXCLUSIVE AGENCY

When the Company/Licensee lists property for sale and the property is sold by a different real estate Company, it is the policy of the Company to represent the Seller(s) exclusively.

BUYER EXCLUSIVE AGENCY

When the Company/Licensee assists you in writing your purchase agreement and the property is listed with a different real estate company, it is the policy of the Company/Licensee to represent the Buyer(s) exclusively. If the Company/Licensee represents the Buyer(s) exclusively, the Company/Licensee may receive compensation for the transaction from the listing company pursuant to a cooperation agreement between the two Companies or may be compensated by the Buyer.

SELF REPRESENTATION

A person(s), partnership, or company (buying or selling) may represent themselves in a transaction. If a Buyer or Seller elect to represent themselves in a transaction, it is the policy of the Company/Licensee to treat that Buyer or Seller as a "Customer" and not as a "Client". "Customer" means a consumer of real estate services in connection with a real estate transaction who is not being represented by the licensee, but for whom the licensee may perform ministerial acts. A customer may be a client of another broker, may not have yet decided whether or not to be represented by any broker, or may have chosen not to be represented by any broker. "Client" is defined below under "Duties of a Real Estate Licensee to a Client".

CONSENSUAL DUAL AGENCY

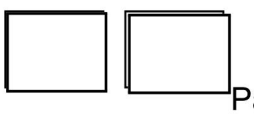
A. When a real estate company both lists and sells the property (the Listing Company and the Selling Company are the same company), it is the policy of the Company/Licensee to represent the Seller(s) and Buyer(s) as Consensual Dual Agent(s).

B. A real estate Company/ Licensee acting directly or through a licensee can legally be the Agent of both the Seller and the Buyer, but only with the knowledge and written consent of both parties. If a Buyer represented by a Company/Licensee wants detailed information about, or to see, a property of a Seller being represented by the same Company, the Company/Licensee wants detailed information about, or to see, a property of a Seller being represented by the same company, the Company/ Licensee shall make every reasonable effort to remain impartial to the parties. In these circumstances, Company/Licensee immediately becomes a Dual Agent. Seller and Buyer acknowledge that prior to such circumstances, Company/Licensee acted as agent of the Seller and acted as agent of the Buyer. In those separate roles, Company/Licensee may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to Company/ Licensee.

Provisions that govern the actions of Company/Licensee:

1. Company/Licensee shall not knowingly say anything which might place one party at a disadvantage, disclose personal confidence of one party to the other party, including motivation to sell/buy, negotiating strategy, or any other information a party specifically instructs Company/Licensee in writing not to disclose, unless disclosure is required by law.
2. Company/Licensee shall not, without prior written consent of Seller, disclose to Buyer that Seller might accept a price less than the listing price, or accept terms less favorable to Seller than is indicated in the listing agreement, nor shall Company/Licensee, without the prior express written consent of Buyer, disclose to Seller that Buyer may be willing to pay a higher price, or accept terms less favorable to Buyer than those indicated in Buyers last written offer.
3. Company/Licensee will endeavor to be impartial between the parties and shall not represent the interests of either Seller or Buyer to the detriment of the other party. Company/Licensee is obligated to inform each party of all facts Company/Licensee knows which would affect the party's decision to permit Company/Licensee to represent both Seller and Buyer.

Seller and Buyer are not required to consent to Dual Agency.



dotloop signature verification: dtlp.us/nBxp-jG4w-Xy81

ROLE OF BUYER AND SELLER IN CONSENSUAL AGENCY. In a Dual Agency situation, Seller and Buyer acknowledge and agree they have the responsibility to negotiate and make their own decisions as to what terms are to be included in any agreement for the purchase and sale of Seller's property. **Seller and Buyer also acknowledge they understand that Company/Licensee representing more than one party to a transaction can create a conflict of interest since both clients may rely upon Company/Licensee's advice, and the client's respective interests may be adverse to each other.** Seller and Buyer understand they may seek independent legal counsel in order to assist them with any matter relating to a purchase agreement or any other aspect of this transaction. Seller and Buyer have the duty to protect their own interests and are advised by Company/ Licensee to carefully read all documents to assure that they adequately express the parties understanding of the transaction. If Seller or Buyer have questions regarding the duties and responsibilities of Company/ Licensee, those questions should be resolved before signing this document.

BROKER'S ADMINISTRATIVE TRANSACTION FEE

The broker's administrative fee covers a portion of the cost of printing, handling and archiving all documents required by local, state and federal laws and regulations. In addition, the Client will also receive a zip drive of all pertinent documents pertaining to their transaction. The zip drive will be sent by 1st class mail, within 30 business days of closing, to the address provided at closing. All paper documents will be retained for a period of 5 years. The Client agrees to pay Amy Wienands Real Estate an administrative fee of $198 at the time of closing.

DUTIES OF A REAL ESTATE LICENSEE TO A CLIENT

A client is a party to a transaction who has an agency relationship with a Company/ Licensee for real estate services. A Company/ Licensee providing real estate services to a client shall do all of the following:

a. Place the client's interests ahead of the interests of any other party, unless loyalty to a client violates the Licensee's duties under the Consensual Dual Agency provision of the Iowa Code or any other applicable law.

b.Disclose to the client all information known by the Company/ Licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through reasonably diligent inspection.

c.Fulfill any obligation that is within the scope of this Company Policy/ Agency Disclosure and Acknowledgment , except those obligations that are inconsistent with other duties that the Company/ Licensee has under the provisions of the Iowa Code or any other law.

d. Disclose to a client any financial interests the Company/ Licensee has in any business entity to which the Company/Licensee refers a client for any service or product related to the transaction. The client is not obligated to use any such recommended company, and may select a different company. **Note:** Company/ Licensee (**circle applicable**) has a financial interest in or an affiliate relationship with the following companies or business entities: ***Black Hawk County Abstract & Title***

DUTIES OF A REAL ESTATE LICENSEE TO ALL PARTIES TO THE TRANSACTION

In providing real estate services to all parties to a transaction, Company/Licensee shall do all the following:

A. Provide brokerage services to all parties to the transaction honestly and in good faith.
B. Diligently exercise reasonable skill and care in providing real estate services to all parties.
C. Disclose to each party all material adverse facts that the licensee knows except for the following:
    1. Material adverse facts known by the party
    2. Material adverse facts the party could discover through a reasonably diligent inspection, and which would be discovered by a reasonable prudent person under like or similar circumstances.
    3. Material adverse facts the disclosure of which is prohibited by law.
    4. Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
D. Account for all property coming into the possession of a licensee that belongs to any party within a reasonable time of receiving the property.

If you do not understand this document, seek legal advice before signing. The undersigned acknowledges that the Company/ Licensee has made a full disclosure of the types of representation the Company can provide. The undersigned acknowledge receipt of a copy of this Company Policy/ Agency Disclosure and Acknowledgement document.

Seller/Buyer	**Date**	**Seller/Buyer**	**Date**
Amy Wienands	dotloop verified 01/07/22 3:19 PM CST AERQ-NDFY-YTPW-ZPZY		
Licensee	**Date**		

dotloop signature verification: dtlp.us/EQ2W-56LX-iQcI

Adopted by the Northeast Iowa Regional Board of REALTORS® (Revised 7/16)

CONSENT TO DUAL AGENCY

(To be signed by Seller/Buyer at time specific assistance is first provided)

The term "Seller shall hereinafter refer to Seller, Landlord, or Optionor. The term "Buyer shall hereinafter refer to Buyer, Tenant, or Optionee.

I have read and understand paragraph IV, Consensual Dual Agency of the Company Policy/Agency Disclosure and Acknowledgment and hereby agree to Consenual Dual Agency representation in those situations.

Buyer Date	**Seller** Date
Buyer Date	**Seller** Date
Buyer Date	**Seller** Date
Buyer Date	**Seller** Date
Company	Amy Wienands Real Estate **Company**
Licensee Date	Amy Wienands dotloop verified 01/07/22 3:19 PM CST MCNI-HQLP-R9PA-J2AA **Licensee** Date

dotloop signature verification: dtlp.us/c7NU-w3AM-Y3YN

AMY WIENANDS
REAL ESTATE
OBSESSIVELY WORKING FOR YOU!

SELLERS RECEIPT OF FORMS & DISCLOSURES

SELLER(S) NAME City of Waterloo

Please initial on each line below that you have received and/or understand each item.

		Equal Opportunity in Housing Brochure
		Lead Poisoning – How to Protect Iowa Families Brochure
		Iowa Radon Home Fact Sheet
		Showing instructions will be provided to any licensee who has set an appointment to conduct a private showing of the Seller's home. Amy Wienands Real Estate cannot guarantee that these instructions will be followed specifically at all times by such licensee. Seller agrees to contact Amy Wienands Real Estate with any showing concerns and the Listing REALTOR® will follow up as needed.

DUE DILIGENCE ON CRIME NOTICE

Important Information: Under federal and state regulations, some individuals who have been classified under certain criminal offenses, including sex offenders, may be required to register their address with local authorities. If this information is important to you, you should contact local authorities, agencies and neighborhood groups, including, but not limited to the following official Iowa websites and other resources:

www.IowaSexOffender.com	County Sheriff's Office	Iowa Department of Criminal
www.CriminalCheck.com	Local Police Department	Investigation
www.FamilyWatchDog.com		

As Realtors®, we do not know the whereabouts of these individuals and are not required to find or disclose this information. Please contact the agencies listed above.

Seller understands that a prospective buyer may inquire with local law enforcement as to the location of known sex offenders which may impact the property.

Seller Date	Seller Date
Amy Wienands dotloop verified 01/07/22 3:21 PM CST 14BW-OUM6-KD3P-SQYT	
REALTOR® Date	

dotloop signature verification: dtlp.us/WUSl-EcUs-Tn36

AMY WIENANDS
REAL ESTATE
OBSESSIVELY WORKING FOR YOU!

ESTIMATE OF SELLER'S EQUITY

SELLER NAME City of Waterloo
PROPERTY ADDRESS 235 Newell St. Waterloo, IA 50703
TENATIVE CLOSE DATE _____

(a)	**LIST PRICE**	$169,900		
	OFFER PRICE		$_____	$_____
(b)	**ESTIMATED CLOSING EXPENSES**			
	Abstracting	$525	$_____	$_____
	Attorney's Fees	$85	$_____	$_____
	Brokerage Real Estate Fee	$7645	$_____	$_____
	Brokers Administrative Transaction Fee	$198	$_____	$_____
	Closing Fees Paid for Buyer	$_____	$_____	$_____
	Transfer Tax	$271.20	$_____	$_____
	Overnight Mail Cost	$_____	$_____	$_____
	Repairs & Inspection Fees	$_____	$_____	$_____
	Termite/Pest Inspection/Treatment	$_____	$_____	$_____
	TOTAL ESTIMATED CLOSING EXPENSES	$8724.20	$_____	$_____
(c)	**OUTSTANDING DEBTS**			
	First Mortgage Balance	$_____	$_____	$_____
	Second Mortgage/Liens	$_____	$_____	$_____
	Prepayment/Penalty (if any)	$_____	$_____	$_____
	Other Liens, Judgments and Assessments	$_____	$_____	$_____
	TOTAL OUTSTANDING DEBTS	$_____	$_____	$_____
(d)	**REAL ESTATE TAXES**			
	Real Estate Taxes Due _____	$TBD	$_____	$_____
	Pro-Rated Taxes	$_____	$_____	$_____
	Special / Other Taxes	$_____	$_____	$_____
	TOTAL REAL ESTATE TAXES DUE	$TBD	$_____	$_____
(e)	**ESTIMATED TOTAL EXPENSE**	$8724.20	$_____	$_____
(f)	**ESTIMATED PROCEEDS TO SELLER**	$161175.80	$_____	$_____

The figures shown are preliminary estimates for planning purposes only. Actual costs will be shown in a Closing Statement prepared and approved by your closing agent. Other costs not shown here may be incurred by you. Usual pro-rations will be made at closing for real estate taxes, etc., as specified in the Purchase Agreement. Your attorney's fees should also be considered as an expense of the sale. ***Figures shown are estimates.***

Statement prepared by: Amy Wienands

dotloop verified
01/07/22 3:35 PM CST
ZOFT-Y965-3LMB-89S9

Seller Date

Seller Date

SELLER DISCLOSURE OF PROPERTY CONDITION

PROPERTY ADDRESS 235 Newell St. Waterloo, IA 50703

OWNERS NAME(S). PLEASE PRINT City of Waterloo

PURPOSE OF STATEMENT: The State of Iowa requires the Seller(s) of certain property to disclose information about the property to be sold. Completion of this form shall satisfy the requirements of Chapter 558A of Iowa Code which mandates the Seller(s) disclose the condition of and information about the property the Seller(s) is about to sell.

THIS STATEMENT SHALL NOT BE A WARRANTY OF ANY KIND BY THE SELLER(S) OR SELLER'S(S) AGENT AND SHALL NOT BE INTENDED AS A SUBSTITUTE FOR ANY INSPECTION OR HOME WARRANTY INSURANCE THE PURCHASER MAY WISH TO OBTAIN.

SELLER'S(S) DISCLOSURE: As Seller(s), I/We disclose the following information regarding the property and certify that this information is true and accurate to the best of my/our knowledge as of the date signed. Seller(s) authorizes the agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. The following are representations made by Seller(s) and are not the representations of the Licensee, who has no knowledge of the condition of the property and Seller(s) agrees to indemnify and hold Licensee harmless. If attached to a Purchase Agreement, this Seller Disclosure of Property Condition shall be fully incorporated therein and shall be made a part thereof as if fully set forth at length therein. The following representations shall survive any closing and shall not merge into any deed for the property.

INSTRUCTIONS TO SELLER(S):
(1) Respond to all questions or attach reports allowed by Iowa Code Section 558A.4 (2).
(2) Disclose all known conditions materially affecting this property.
(3) If an item does not apply to this property, indicate it is **not applicable (NA).**
(4) Additional pages or reports may be attached.
(5) If the required information is **unknown** or is **unavailable** following a reasonable effort, use an approximation of the information, or indicate that the information is **unknown (UNK).** All **approximations** must be identified as **(AP).**

ALL APPLIANCES & SYSTEMS INCLUDED IN THE TRANSACTION ARE IN WORKING ORDER EXCEPT AS NOTED.

Item		Good Working Order?	Comments
Alarm System (Built In)	NA ☐	Yes ☐ No ☐ Unk ☐	
Attic Fan	NA ☐	Yes ☐ No ☐ Unk ☐	
Carbon Monoxide Detector	NA ☐	Yes ☐ No ☐ Unk ☐	
Central Vac System	NA ☐	Yes ☐ No ☐ Unk ☐	
Ceiling Fan	NA ☐	Yes ☐ No ☐ Unk ☐	
Dishwasher (Built In)	NA ☐	Yes ☐ No ☐ Unk ☐	
Furnace Humidifier	NA ☐	Yes ☐ No ☐ Unk ☐	
Garage Door Opener	NA ☐	Yes ☐ No ☐ Unk ☐	**Number of Remote Controls:**
Garbage Disposal	NA ☐	Yes ☐ No ☐ Unk ☐	
Gas Grill (Built In)	NA ☐	Yes ☐ No ☐ Unk ☐	
Hood/Fan	NA ☐	Yes ☐ No ☐ Unk ☐	
Hot Tub (Built In)	NA ☐	Yes ☐ No ☐ Unk ☐	
Intercom (Built In)	NA ☐	Yes ☐ No ☐ Unk ☐	
Lawn Sprinkler System	NA ☐	Yes ☐ No ☐ Unk ☐	
Microwave (Built In)	NA ☐	Yes ☐ No ☐ Unk ☐	
Pool System	NA ☐	Yes ☐ No ☐ Unk ☐	
Range/Oven (Built In)	NA ☐	Yes ☐ No ☐ Unk ☐	
Refrigerator (Built In)	NA ☐	Yes ☐ No ☐ Unk ☐	
Satellite Dish System	NA ☐	Yes ☐ No ☐ Unk ☐	
Sauna (Built In)	NA ☐	Yes ☐ No ☐ Unk ☐	
Smoke Alarm	NA ☐	Yes ☐ No ☐ Unk ☐	
Solar Heating System	NA ☐	Yes ☐ No ☐ Unk ☐	
Sound System (Built In)	NA ☐	Yes ☐ No ☐ Unk ☐	
Sump Pump (Built In)	NA ☐	Yes ☐ No ☐ Unk ☐	
Trash Compactor (Built In)	NA ☐	Yes ☐ No ☐ Unk ☐	
Water Filtration System	NA ☐	Yes ☐ No ☐ Unk ☐	**Rented** ☐ **Owned** ☐
Water Heater	NA ☐	Yes ☐ No ☐ Unk ☐	
Water Softener	NA ☐	Yes ☐ No ☐ Unk ☐	**Rented** ☐ **Owned** ☐
Jetted Tub	NA ☐	Yes ☐ No ☐ Unk ☐	
Other	NA ☐	Yes ☐ No ☐ Unk ☐	

PROPERTY ADDRESS 235 Newell St. Waterloo, IA 50703

PROPERTY CONDITIONS, IMPROVEMENTS AND ADDITIONAL INFORMATION:

1. BASEMENT / CRAWL SPACE / SLAB: Any known water, seepage or other problems? Yes ☐ No ☐ Unk ☐
Describe:
Repairs/ Replacement/ Date:
2. FOUNDATION(S): Any known foundation damage or settlement? Yes ☐ No ☐ Unk ☐
Describe:
Repairs/ Replacement/ Date:
3. ROOF: Any known problems? Yes ☐ No ☐ Unk ☐
Describe:
Repairs/ Replacement/ Date:
4. WELL WATER SYSTEM: Any known problems? NA ☐ Yes ☐ No ☐ Unk ☐
Describe:
Type of Well Location Age
Has the water been tested? NA ☐ Yes ☐ No ☐ Unk ☐
If yes, date of last report and results:
Any known plans to bring city or rural water to your area and/or requirements to connect to city or rural water lines when available? NA ☐ Yes ☐ No ☐ Unk ☐
5. CITY SEWER/SEPTIC TANKS/DRAIN FIELDS/OTHER DISPOSAL SYSTEM: Any known problems? Yes ☐ No ☐ Unk ☐
Describe:
Septic System: Has the septic system been inspected by DNR certified Inspector? NA ☐ Yes ☐ No ☐ Unk ☐
Date of Inspection: Certified Inspector name:
Has septic System been pumped? Date last pumped NA ☐ Yes ☐ No ☐ Unk ☐
Any known plans to bring city sewer to your area and/or requirements to connect to city sewer? NA ☐ Yes ☐ No ☐ Unk ☐
Describe
Repairs/ Replacement/ Date:
Is the property in compliance with local city ordinances requiring that perimeter tile lines do not drain into the city sanitary sewer? NA ☐ Yes ☐ No ☐ Unk ☐
Describe:
Repairs/ Replacement/ Date:
6. HEATING SYSTEM(S): Any known problems? Yes ☐ No ☐ Unk ☐
Describe:
Repairs/ Replacement/ Date:
If you have an LP gas tank, is it rented ☐ or owned ☐ Comments:
7. CENTRAL COOLING SYSTEM(S): Any known problems? NA ☐ Yes ☐ No ☐ Unk ☐
Describe:
Repairs/ Replacement/ Date:
8. FIREPLACE(S) / WOOD BURNING STOVE(S): Any known problems? NA ☐ Yes ☐ No ☐ Unk ☐
Describe: Date last used:
Repairs/ Replacement/ Date:
9. PLUMBING SYSTEM(S): Any known problems? Yes ☐ No ☐ Unk ☐
Describe:
Repairs/ Replacement/ Date:
10. ELECTRICAL SYSTEM(S): Any known problems? Yes ☐ No ☐ Unk ☐
Describe:
Repairs/ Replacement/ Date:
11. WINDOWS: Any known problems? Yes ☐ No ☐ Unk ☐
Describe
Repairs/ Replacement/ Date:
12. PEST INFESTATION: Any known problems? Yes ☐ No ☐ Unk ☐
Describe:
Repairs/ Treatment/ Date:
13. ASBESTOS/LEAD BASED PAINT: Any known Asbestos OR Lead Based Paint present? Yes ☐ No ☐ Unk ☐
Describe:
Removal/ Remediation/ Date:
14. RADON: Any known test(s) for the presence of radon gas? Yes ☐ No ☐ Unk ☐
If yes, test results/ Date: Mitigation/ Date:
Removal/ Remediation/ Date:

PROPERTY ADDRESS 235 Newell St. Waterloo, IA 50703

15. FUNGI/MOLD: Any known fungus or mold? Yes ☐ No ☐ Unk ☐
Describe:_____
Removal/ Remediation/ Date:_____
16. GROUNDWATER HAZARD STATEMENT will be filed by the Seller(s) at closing regarding the following items.
Are there any known: 1. Wells, 2. Solid waste disposal, 3. Hazardous waste, 4. Underground storage tanks, 5. Private burial site. Yes ☐ No ☐ Unk ☐
Describe / Location:_____
17. COVENANTS: Is the property subject to restrictive covenants? Yes ☐ No ☐ Unk ☐
If **YES**, attach a copy or state where a true, current copy can be obtained. Location: _____
18. ENVIRONMENTAL CONCERNS: Any known environmental concerns? Yes ☐ No ☐ Unk ☐
Describe:_____
19. FLOOD PLAIN/FLOODWAY: Is the property located in a flood plain or floodway? Yes ☐ No ☐ Unk ☐
Flood plain/floodway designation:_____
20. ZONING: Zoning of this property is: _____ Unk ☐
Any proposed changes in zoning, including variances? Yes ☐ No ☐ Unk ☐
Describe:_____
21. REAL ESTATE DISTRICT: Is the property located in a Historical Preservation District? Yes ☐ No ☐ Unk ☐
22. OTHER ITEMS: Are you aware of any of the following:
1. Any known features of the property shared in common with adjoining landowners (Example: walks, fences, roads, driveways, well water system, etc.) whose use or responsibility for maintenance may have an effect on the property? Yes ☐ No ☐ Unk ☐
Describe:_____
2. Any known encroachments, easements, common areas (Example: facilities like pools, tennis courts, walkways or other areas co-owned with others), zoning violations, non conforming uses, or homeowners association which has any authority over the property? Yes ☐ No ☐ Unk ☐
Describe:_____
3. Any known fees and/or dues? (Example: homeowner association fees, land lease fees, maintenance fees or other financial obligations to owner?) Yes ☐ No ☐ Unk ☐
Describe fee and state amount:_____
4. Any known modifications, remodeling, alterations, or repairs, etc. made without necessary permits or licensed contractors? Yes ☐ No ☐ Unk ☐
Describe:_____
5. Any known physical problems? (Example: settling, flooding, drainage or grading problems, etc.) Yes ☐ No ☐ Unk ☐
Describe:_____
6. Has there been a property/casualty loss, an insurance claim, OR major damage to the property OR other conditions? (e.g. fire, wind, hail, flood, landslides.) If Yes, has the damage been repaired/replaced? Yes ☐ No ☐ Unk ☐
Describe:_____
Additional Remarks:_____
In no event shall the parties hold the Licensee(s) liable for any representations not directly made by the Seller's(s) Agent or Broker.

SELLER(S) DISCLOSURE: THE SELLER(S) HAS OWNED THE PROPERTY SINCE _____ (DATE).
The Seller(s) has stated above the history and condition of all of the items based solely on the information known to the Seller(s).
IN THE EVENT ANY CHANGES OCCUR IN THE REPRESENTATIONS HEREIN, FROM THE DATE OF THIS FORM TO THE TIME OF CLOSING, SELLER(S) SHALL IMMEDIATELY DISCLOSE SUCH CHANGES IN WRITING TO BUYER(S).
Seller(s) acknowledges requirement that Buyer(s) be provided with the "Iowa Radon Home-Buyers and Sellers Fact Sheet" prepared by the Iowa Department of Public Health.
You must **explain** any "**YES**" response(s) to the above. Use the back of this form or additional sheets as necessary.

Seller	**Date**	**Seller**	**Date**

BUYER(S) ACKNOWLEDGEMENT:
Buyer(s) acknowledge receipt of a copy of this Seller Disclosure of Property Condition. This statement is not intended to be a warranty or to substitiue for any inspection Buyer(s) may wish to obtain. Buyer(s) acknowledge receipt of the "Iowa Radon Home-Buyers and Sellers Fact Sheet" prepared by the Iowa Department of Public Health.

Buyer	**Date**	**Buyer**	**Date**

Client Information Sheet

Primary Contact Name:	Secondary Contact Name:
Home Phone #:	Home Phone #:
Cell Phone #:	Cell Phone #:
Email Address:	Email Address:
Birthday:	Birthday:

I prefer communication through: phone ☐ text ☐ email ☐

Current Address:

Future Contact Information

Address (if known):
Phone (if known):

Office Use Only

Agent: _____ **Lender:** _____

Source: _____ ☐ ☐ **Buyer/Seller**

AMY WIENANDS
REAL ESTATE
OBSESSIVELY WORKING FOR YOU!

What is Radon?

Radon gas occurs naturally in the soil, and is produced by the radioactive breakdown or decay of uranium and radium. Long ago, glacial activity left behind ground-up deposits of many minerals such as uranium in the soil or upper crust in Iowa. Because radon is a gas it can seep into buildings, including homes. It is an odorless and invisible gas that is also radioactive and harmful to humans when inhaled.

Where is Radon found in Iowa?

EPA has identified all counties in Iowa as Zone 1. Zone 1 counties have a predicted average indoor radon screening level of more than 4 pCi/L (picocuries per liter). The total average indoor radon level in Iowa is 8.5 picocuries per liter (pCi/L) of air, and in the United States it is 1.3 pCi/L of air. Average radon levels of 4 pCi/L are considered elevated, and remediation is recommended.

The primary source of high levels of radon in homes is in the soil below and soil surrounding the home. It is found in new and old homes, and in homes with and without basements. **Based on data collected from radon home tests, the Iowa Department of Public Health (IDPH) estimates that as many as 5 in 7 homes (or greater than 50-70%) across Iowa have elevated radon levels.** Radon levels can vary from area to area and can vary considerably from house to house, even on the same street and neighborhood. A high and low level of radon can be found in homes directly next to each other.

How does Radon get into a home?

Warm air rises, creating a small vacuum in the lower areas of a house. Radon moves through and into the home as air moves from a higher pressure in the soil to a lower pressure in the home. Radon gas seeps into a house the same way air and other soil gases enter: from the soil around and under the home and through cracks in the foundation, floor or walls; hollow-block walls; and openings around floor drains, pipes and sump pumps; and through crawl spaces.

What are the Health Effects of Radon?

There is overwhelming scientific evidence that exposure to elevated levels of radon causes lung cancer in humans. Radiation emitted from radon can cause cellular damage that can lead to cancer when it strikes living tissue in the lungs. Radon is the first leading cause of cancer in nonsmokers, and the second leading cause of lung cancer overall. It is responsible for about 21,000 deaths every year in the US. EPA also estimates that long-term exposure to radon potentially causes approximately 400 deaths each year in Iowa.

How do Home Buyers in Iowa find out if a home they are purchasing has elevated levels of Radon?

Home buyers interested in purchasing a home can test the homes for radon by contacting a licensed or certified radon measurement specialist. They can find a list of licensed radon measurement specialists by going online to **www.idph.state.ia.us/eh/radon.asp** and searching the list of Iowa radon measurement specialists by county, or by contacting a real-estate professional for help on finding a radon testing professional. **Remember, the IDPH, the Environmental Protection Agency, the American Lung Association, and the Surgeon General recommend radon testing all new and existing homes for radon in Iowa before they are sold or before they are transferred to a different owner.**

How can elevated levels of Radon be fixed?

Licensed or credentialed radon mitigation contractors can install a radon mitigation system that provides a permanent solution. A typical radon mitigation system includes a suction point that addresses the soil underneath the structure. A home that has been mitigated will usually have a much lower radon level than the EPA's action level of 4 picocuries per liter. Addressing residential radon issues is an excellent step toward assuring good indoor air quality. A list of licensed radon mitigation contractors can be obtained from the state radon program by going online to **www.idph.state.ia.us/eh/radon.asp** and then clicking on the list of Iowa credentialed radon mitigation specialists by county. A radon information packet can also be obtained by calling 1-800-383-5992.

Additional Information:

Additional information about radon is available from the state radon program at 800-383-5992, and EPA's Web site, www.epa.gov/radon or the American Lung Association Web site at www.lungusa.org.

EPA United States Environmental Protection Agency

AMERICAN LUNG ASSOCIATION®

Licensed radon measurement specialists in Iowa can be found by going online to **www.idph.state.ia.us/eh/radon.asp** and searching the lists of certified radon measurement specialists by county or by license number. Additional radon information is available from the state radon program at 800-383-5992, EPA's Web site www.epa.gov/radon and the American Lung Association Web site at www.lungusa.org.

6/2009

IDPH

Iowa Department of Public Health
Promoting and Protecting the Health of Iowans

IOWA RADON HOME-BUYERS AND SELLERS FACT SHEET

LEAD POISONING

HOW TO PROTECT IOWA FAMILIES

Iowa Department of Public Health
Lead Poisoning Prevention Program

TABLE OF CONTENTS

Federal Law: Lead-based Paint 1

Lead Poisoning. 4

Lead-based Paint and
Lead-based Paint Hazards 13

Checking Your Home for
Lead-based Paint Hazards 17

Protecting Your Family from
Lead-based Paint Hazards 28

Other Sources of Lead 35

More Information 40

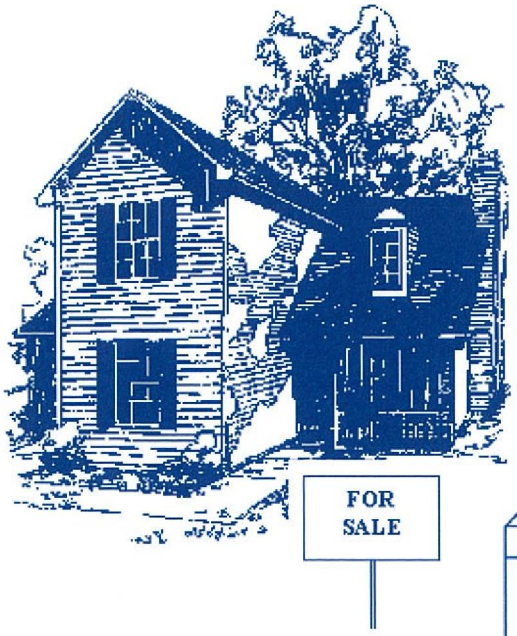
Front and back cover artwork used with permission from Myron Manufacturing, Maywood, New Jersey.

Adult lead pictures (pages 9, 12, 33, 38, and 39) provided by the Childhood Lead Poisoning Prevention Branch of the California Occupational Lead Poisoning Prevention Program.

This publication was supported by grants from the Environmental Protection Agency (EPA) and the Centers for Disease Control and Prevention (CDC). Its contents are the sole responsibility of the authors and do not represent the official views of the EPA or CDC.

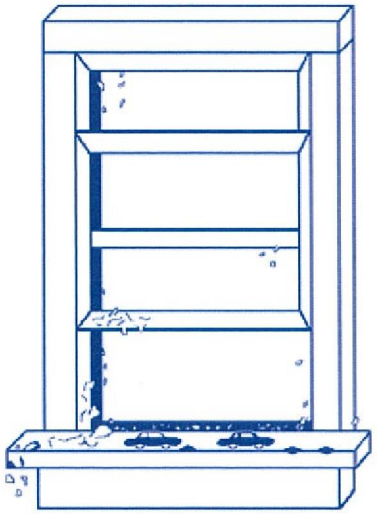
FEDERAL LAW: LEAD-BASED PAINT

Are You Planning to Buy, Rent, Remodel, or Repaint a Home Built Before 1978?



Many homes built before 1978 have lead-based paint in them.

Lead-based paint, chips, and dust can pose serious health hazards.



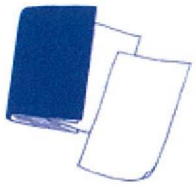
Federal Laws Regarding Landlords, Home Sellers, and Renovators

Federal law requires landlords and sellers to give tenants and home buyers information on lead.

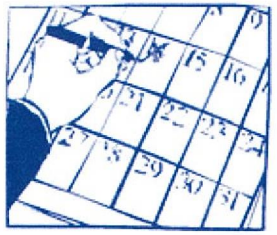
Landlords must tell tenants about known lead-based paint and lead-based paint hazards before leases are signed. In the case of verbal leases, landlords must do this before tenants agree to a verbal lease.

Leases must include a disclosure form about lead-based paint unless a certified inspector has checked the property and said in writing that it is lead-based paint free.

Sellers must tell buyers in writing about lead-based paint and lead-based paint hazards before entering into a sales contract.



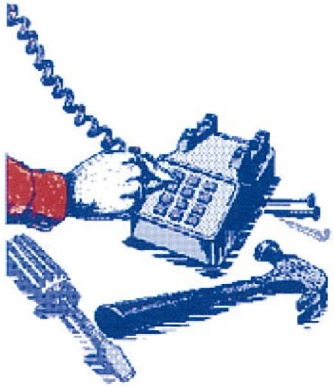
Sales contracts must include a disclosure form about lead-based paint in the building. (A blank form is in the middle of this booklet.)



Sellers must offer buyers 10 days to check for lead hazards.

Renovators must give homeowners and occupants this pamphlet and a form before they start work. Landlords and property managers who perform renovations must also give this pamphlet and a form to tenants before they start work. (Blank forms are in the middle of this booklet.)

If you want more information about these requirements, call:



Iowa Department of Public Health at **1-800-972-2026.**

Your local city or county health or housing agency.

The National Lead Information Clearinghouse at 1-800-424-LEAD.

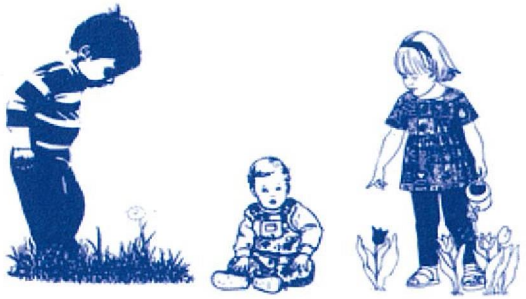
LEAD POISONING

Lead poisoning occurs when a person has too much lead in his or her body.

A blood lead test tells the amount of lead in a person's body.

Adults should keep their blood lead levels less than 25 micrograms per deciliter (µg/dL).

Children are much more sensitive to lead than adults. Children are lead-poisoned at 10 µg/dL or higher.



Pregnant women should keep their lead levels less than 10 µg/dL to protect their unborn children. Women who plan to have children should also keep their levels less than 10 µg/dL.

How Do Children Become Lead-Poisoned?

When a child in Iowa is lead-poisoned, paint in poor condition is usually the source. Children can be lead-poisoned if they:

- ***Put dusty or dirty hands, toys, bottles, or pacifiers in their mouths.***

  Household dust in older homes often contains lead from old paint. This dust gets on children's hands, toys, bottles, and pacifiers.

- ***Put lead-based paint chips in their mouths.***

- ***Chew on surfaces painted with lead-based paint.***

  Children who are teething may chew on window sills and stair railings.

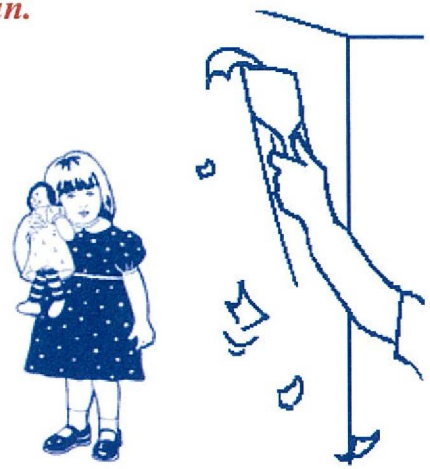
- ***Play in dirt or a sandbox near an old building or where an old building was torn down.***

  This soil could be contaminated with lead-based paint chips or dust.

  Children may put the dirt or sand in their mouths. Or, the dirt or sand may stick to their hands and toys that they put in their mouths.

- ***Breathe in dust from lead-based paint that is being scraped, sanded, or removed with a heat gun.***

  Children and pregnant women should leave the area before the work begins and not return until the work area has been completely cleaned.



- ***Play in or near windows and other areas where there are paint chips.***

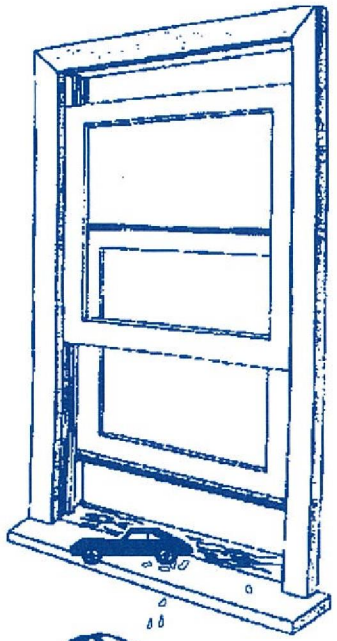
These paint chips can be ground into small pieces and dust that stick to children's hands and toys.

Children often put their hands and toys in their mouths.

Children like to look out of open windows and play at window sills.

In Iowa, lead-based paint chips found between the inside window sash and the screen/storm window cause many cases of childhood lead poisoning.

Most Iowa homes built before 1960 have peeling or chipping lead-based paint in this area.



What Are the Signs of Lead Poisoning in Children?

Most lead-poisoned children do not show any signs of the disease.

Some, however, may have the following symptoms:

- Easily excited.
- Not able to pay attention.
- Stomach aches.
- More tired than usual.

Lead-poisoned children may have learning and behavior problems as they grow older.

Children with very high lead levels may develop seizures, become unconscious, or even die.

Lead is more dangerous to children than to adults because:

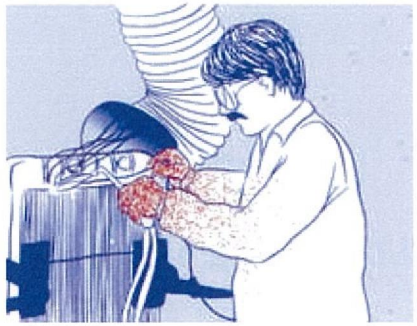
- Children absorb more lead than adults.
- Children are more likely to be damaged by lead than adults.

How Do Adults Become Lead-Poisoned?

Adults are lead-poisoned by breathing lead fumes and lead dust.

They can also get lead dust on their hands, face and clothes.

Then, if they eat, smoke, or apply cosmetics without washing their hands and face, they ingest lead dust.



Most Iowa adults become lead-poisoned by working with lead in their jobs.

Lead is found in lead battery production, welding, radiator repair, metal cutting, and sandblasting.

Some adults have been lead-poisoned at home by removing lead-based paint in or remodeling an older home without following safety guidelines (see page 32).

Some adults are lead-poisoned by working with lead in hobbies like molding bullets, stripping furniture, or making stained glass items.

Anything that produces lead dust or fumes can cause lead poisoning

What Are the Signs of Lead Poisoning in Adults?

Many lead-poisoned adults do not have symptoms.

Some, however, may have the following symptoms:

- ❑ Trouble remembering and concentrating.
- ❑ Tire easily.
- ❑ Unable to sleep.
- ❑ Weakness or loss of feeling in arms or legs.
- ❑ Headaches.
- ❑ Irritability.
- ❑ Depression.
- ❑ High blood pressure.

Adults are more likely to have these symptoms if their lead levels are high for a long time.

Adults that have high blood lead levels for a long time may also become anemic. Men may have a low sperm count. Women may have trouble becoming pregnant.

Why Should Iowans Be Concerned About Lead Poisoning?

- **Lead poisoning affects 1 in 14 Iowa children.**

- **Iowa's rate of lead poisoning is four times the national average.**

- **Nearly 60 percent of the homes in Iowa, both in rural and urban areas, were built before 1960.**

Almost all of these pre-1960 homes contain some lead-based paint. Many also contain lead-based paint hazards that can harm children.

How Can You Find Out if You or Your Children Are Lead-Poisoned?

The only way to tell if a person is lead-poisoned is to get a blood lead test.

All Iowa children under the age of 6 years should be tested regularly for lead poisoning.

This test is required for children who are enrolled in Medicaid.

Ask your health care provider to do a blood lead test whenever your child has a check-up.

Many children have normal blood lead levels at 6-12 months of age. However, these same children may become lead-poisoned when they are older and more active. So, it's important to get their blood lead tested at least once a year until they are 6 years old.

If you work with lead on the job, your employer may be required to provide blood lead testing. See the Iowa Department of Public Health *Guide for Employees Who Work With Lead.* Your family doctor can also order a blood lead test. If you have recently remodeled or removed paint in an older home, you should get a blood lead test.

LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

The federal government banned the use of lead-based paint in housing in 1978.

Any home built before 1978 can have lead-based paint in it.

This includes homes in the city and the country.

It also includes single-family homes, apartments, private housing, and publicly-owned housing.

In Iowa, most children who are lead-poisoned have lived in or visited homes built before 1960.

This is because pre-1960 homes usually have more layers of lead-based paint than newer homes.

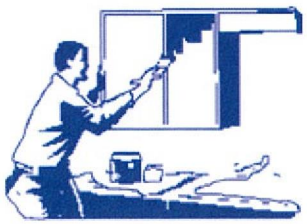
Also, paint that was used before 1960 usually contained more lead than paint used after 1960.

Homes built before 1960 are more likely to have peeling and chipping paint.

These homes are also more likely to have had lead-based paint disturbed during remodeling.

In Iowa homes, most interior and exterior wood surfaces that were painted before 1960 have lead-based paint on them.

This includes windows, baseboards, doors, exterior siding, and porches.



Some, although not all, interior walls in pre-1960 homes were painted with lead-based paint.

Kitchen and bathroom walls are the most likely to have lead-based paint on them.

Old garages, farm buildings, and fences may also be painted with lead-based paint.

Soil around older homes often has high levels of lead. This is because lead-based paint from the exterior gets in the soil when it peels and chips or when it is scraped.

In very large urban areas of the United States, soil sometimes contains high levels of lead from past use of leaded gas in cars.

In Iowa, most lead in the soil around older homes comes from lead-based paint.

When is Lead-Based Paint a Hazard?

Lead-based paint that is peeling, chipping, chalking, cracking, or otherwise deteriorating is a hazard to small children.

Lead-based paint in good condition may be a hazard on:

- ❑ Surfaces children can chew on (window sills, stair railings, porch railings).

- ❑ Surfaces where paint is often damaged by hard impacts (doors, door frames, corners).

- ❑ Surfaces where paint is worn by being walked on such as floors and stairs.

Lead dust may be on floors and other surfaces if you have recently done any remodeling or repainting in your home.

Lead in soil is a hazard when children play in areas of bare soil next to old buildings.

Areas of bare soil where buildings have been torn down are also a hazard to children.

CHECKING YOUR HOME FOR LEAD-BASED PAINT HAZARDS

- ❑ In Iowa, if your child has a blood lead level of 20 micrograms per deciliter (µg/dL) or higher or two blood lead levels of 15 to 19 µg/dL, then your local health or housing agency or the state health department will come to your home and help you find lead hazards.

- ❑ Your local health or housing agency may be able to check your home even if your child is not lead-poisoned.

- ❑ You can hire a certified inspector/risk assessor. In Iowa, certified inspector/risk assessors must check surfaces for lead, tell homeowners if surfaces with lead-based paint are a hazard, and recommend how to address these hazards. Contact the Iowa Department of Public Health at 1-800-972-2026 to get a list of certified inspectors/risk assessors.

- ❑ Use the self-help checklist on pages 18 to 27 in this booklet to decide if your home might have lead hazards. Do not use home test kits.

If you are planning to purchase, lease, or renovate a home built before 1978, consider having the home checked for lead-based paint and lead-based paint hazards.

How Can You Decide if Your Home is Lead Safe?

Your HOME is probably safe if:

- ❑ It was built after 1960.*
- ❑ It was built before 1960, but has none of the hazards described on pages 19 to 27 of this booklet.
- ❑ It has no older painted furniture or toys in it.

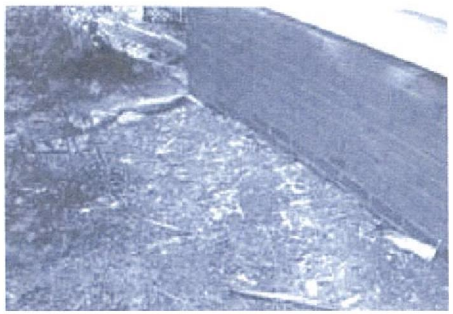
*Note: Some houses built between 1960 and 1978 may also contain lead-based paint. However, the amount of lead in the paint is probably much lower than for houses built before 1960.

Your PROPERTY is probably safe if:

- ❑ All buildings, fences, and other structures are new or in good condition with none of the hazards described in this booklet.
- ❑ No older buildings have been torn down on the property.

Children's play areas are not:

- ❑ Next to buildings with peeling and chipping paint.
- ❑ In areas of bare soil.



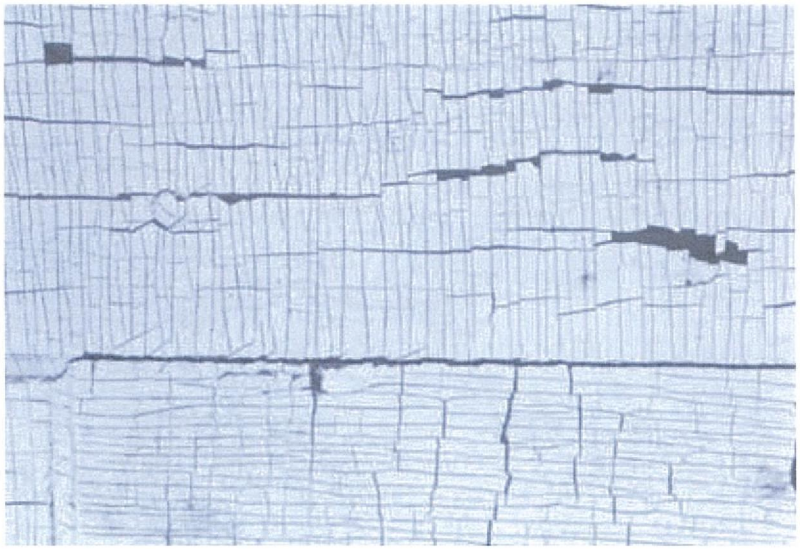
Finding the Lead-based Paint Hazards In and Around Your Home

You should assume that all of the paint, stain, or other coatings in your home contain lead.

Look for paint, stain, or other coatings that are:

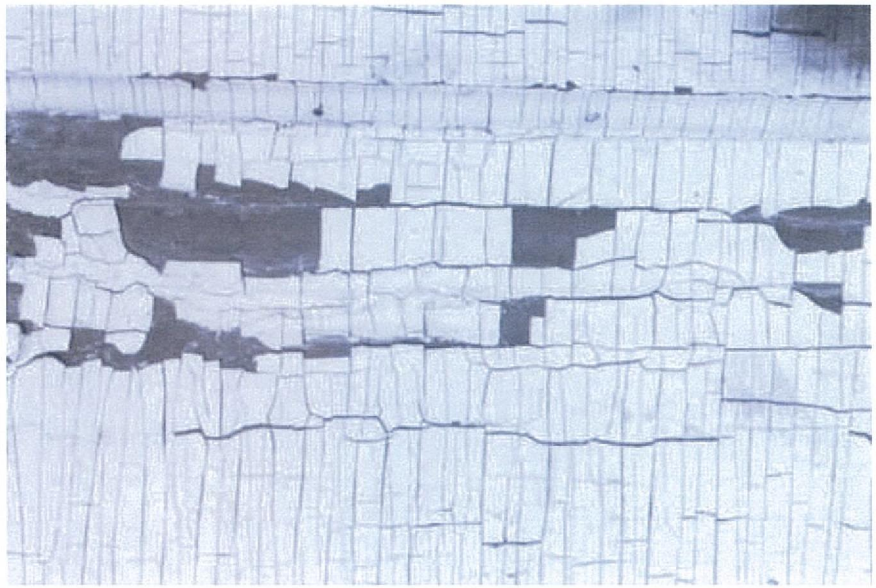
- ❑ Loose.
- ❑ Cracked or chipping.
- ❑ Peeling or flaking.
- ❑ Rubbing off.
- ❑ Deteriorating in any way.

These are **HAZARDS** that can cause lead poisoning.



When paint chips off these surfaces, all layers of paint usually come off together. This is a **HAZARD** that can cause lead poisoning because the bottom layers of paint may contain lead – even if the surface has been repainted with lead-free paint.

Paint that has an "alligator" cracking pattern or rubs off on your hands (chalks) is usually lead-based paint. Cracked or chalking paint is a **HAZARD** that can cause lead poisoning.



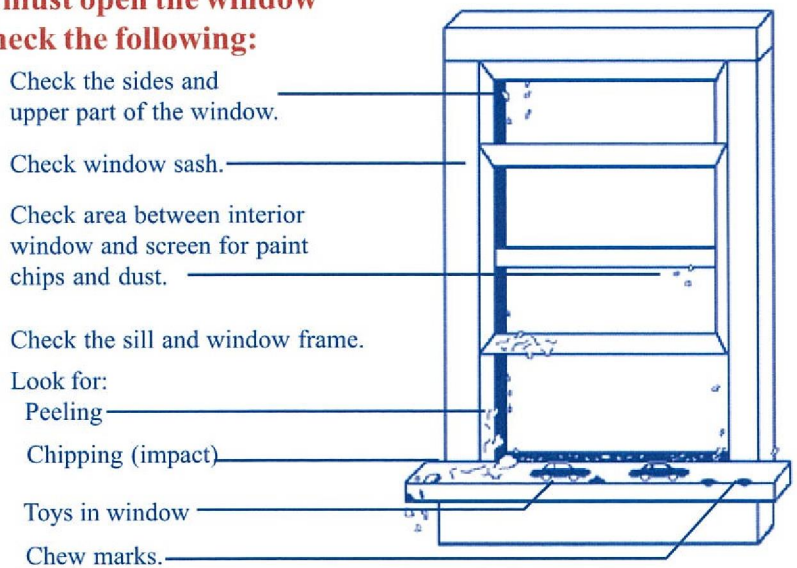
Old varnish that looks cloudy may contain lead. Lead-based paint was often mixed with varnish to give it a deeper, richer color. If the finish is cracked or peeling, old varnish is a **HAZARD** that can cause lead poisoning.

Use pages 21 to 27 to look for lead hazards in your home. Mark the **HAZARD** box when you find a problem.

Window Hazards

Many Iowa children are lead-poisoned by windows!

You must open the window to check the following:

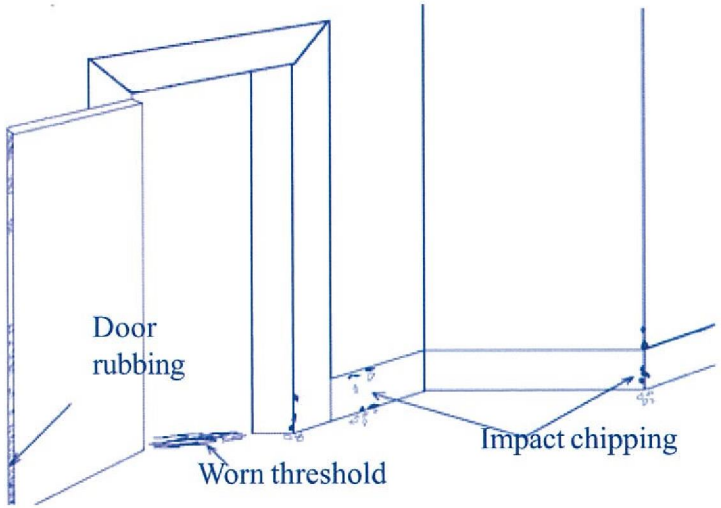


These are **HAZARDS** that can cause lead poisoning.

Window Check List:

Frame	❑ Safe	❑ **HAZARD**
Sash (front and back)	❑ Safe	❑ **HAZARD**
Sill	❑ Safe	❑ **HAZARD**
Area between windows:		
Bottom	❑ Safe	❑ **HAZARD**
Sides	❑ Safe	❑ **HAZARD**
Top	❑ Safe	❑ **HAZARD**
Upper inside parts	❑ Safe	❑ **HAZARD**
Signs of chewing	❑ Safe	❑ **HAZARD**

Woodwork, Wall, and Door Hazards



Check all surfaces for chipping and peeling paint.
Look for paint chips on the floor and in the carpet.

Look for impact chipping at corners of door frame, baseboards, walls.

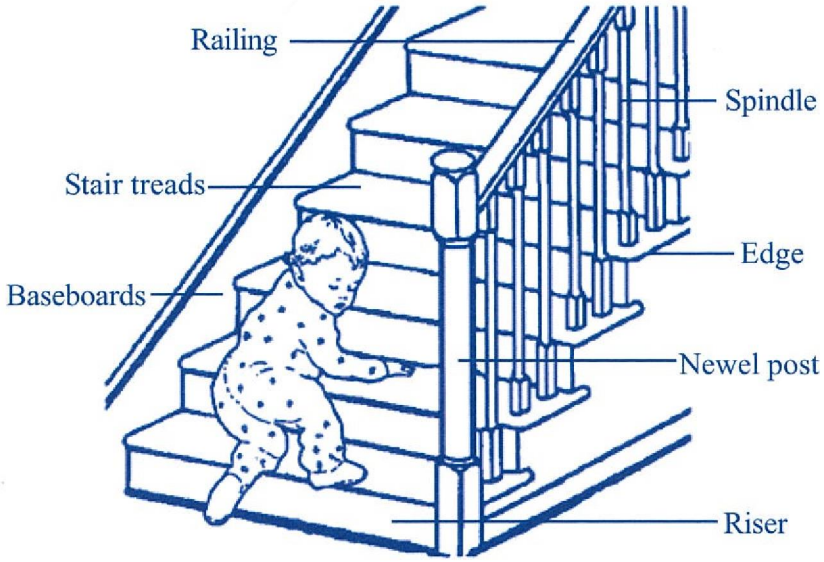
Look for rub or scrape marks on door edges.

These are **HAZARDS** that can cause lead poisoning.

Woodwork, Wall & Door Check List:

Doors	❑ Safe	❑ **HAZARD**
Door frames	❑ Safe	❑ **HAZARD**
Baseboards	❑ Safe	❑ **HAZARD**
Wall corners	❑ Safe	❑ **HAZARD**
Doorway thresholds	❑ Safe	❑ **HAZARD**

Stair Hazards



Children love to play or just sit on stairs.

Check all areas for chipping, peeling, etc. paint.
Look for chewing on spindles, railing, stair treads & edges.

Check risers, baseboards, and stair treads for impact chipping.
Look for worn areas on treads.

These are **HAZARDS** that can cause lead poisoning.

Stairs Check List:

Railing and spindles	❑ Safe	❑ **HAZARD**
Newel post	❑ Safe	❑ **HAZARD**
Stair treads and edges	❑ Safe	❑ **HAZARD**
Risers and baseboards	❑ Safe	❑ **HAZARD**

Basement Hazards

Check all surfaces for peeling and chipping paint. Look for impact chipping and worn areas.

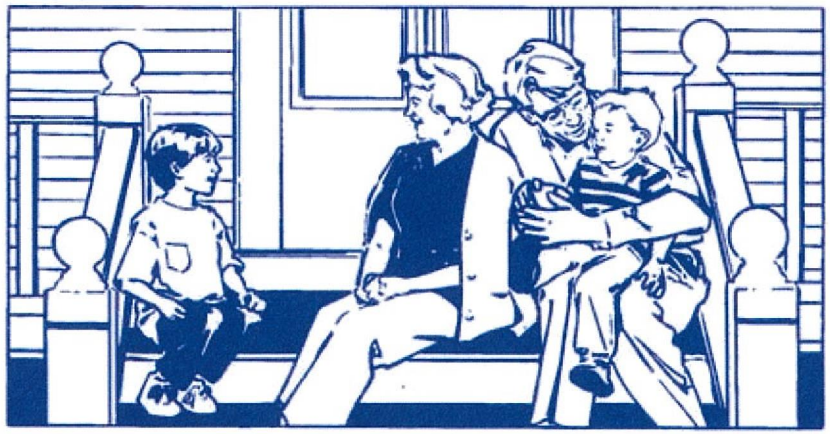
Check old furniture and toys in storage.

These are **HAZARDS** that can cause lead poisoning.

Basement Check List:

Basement stairwell	❑ Safe	❑ **HAZARD**
Upper floor joists & ceiling	❑ Safe	❑ **HAZARD**
Doors & door frames	❑ Safe	❑ **HAZARD**
Painted walls & floors	❑ Safe	❑ **HAZARD**
Discarded wood trim	❑ Safe	❑ **HAZARD**
Built-in cabinets, shelves, trim	❑ Safe	❑ **HAZARD**
Painted beams & support posts	❑ Safe	❑ **HAZARD**
Discarded furniture and toys	❑ Safe	❑ **HAZARD**

Porch Hazards



Children like to sit and play on porches. Children can get into lead-based paint chips and dust if the porch and house siding have been painted with lead-based paint.

Check ALL the areas listed below for chipping or peeling paint.
Look for chewing on trim, steps, railings, and spindles.
Look for worn areas on painted floors.

These are **HAZARDS** that can cause lead poisoning.

Porch Check List:

Ceiling	❑ Safe	❑ **HAZARD**
Walls	❑ Safe	❑ **HAZARD**
Trim	❑ Safe	❑ **HAZARD**
Floors	❑ Safe	❑ **HAZARD**
Steps	❑ Safe	❑ **HAZARD**
Railings	❑ Safe	❑ **HAZARD**
Spindles	❑ Safe	❑ **HAZARD**

Exterior Hazards

Look for chipping and peeling paint on all surfaces. Be sure to check all exterior window frames (including basement windows) and overhangs.

Look for paint chips lying on the ground or sidewalk around all buildings.

These are **HAZARDS** that can cause lead poisoning.

Exterior Building Checklist:

Siding	❑ Safe	❑ **HAZARD**
Window frames	❑ Safe	❑ **HAZARD**
Trim	❑ Safe	❑ **HAZARD**
Overhangs	❑ Safe	❑ **HAZARD**
Doors	❑ Safe	❑ **HAZARD**
Gutters	❑ Safe	❑ **HAZARD**
Soil & sidewalks	❑ Safe	❑ **HAZARD**

Outside Play Area Hazards

- ❑ Check all the places where your children play outside.
- ❑ Look closely for chipping or peeling paint on nearby buildings.
- ❑ Look for paint chips in the soil or on sidewalks.
- ❑ Check for bare soil in play areas. Any bare soil near an old building may contain lead-based paint chips and dust – even if the building has been sided, repainted, or torn down.

These are HAZARDS that may cause lead poisoning.

Play Area Check List:

Gym set	❑ Safe	❑ HAZARD
Sand box	❑ Safe	❑ HAZARD
Swimming pool	❑ Safe	❑ HAZARD
Other areas	❑ Safe	❑ HAZARD

PROTECTING YOUR FAMILY FROM LEAD-BASED PAINT HAZARDS

If you find hazards in your home:

- ❑ *Do NOT Panic!!*
- ❑ If you rent, tell your landlord about the hazards that you find.

Do **NOT** sand, scrape, or remove any paint, walls, windows, or plaster until you know how to do it safely.

Call the Iowa Department of Public Health at 1-800-972-2026 to find out how to do this work safely.

- ❑ Have all children under the age of 6 years tested for lead poisoning.
- ❑ Supervise your children very carefully. Keep them away from areas where there is peeling and chipping paint.

- ❑ Do not allow children to chew on painted surfaces such as window sills, stair rails, furniture, or toys.
- ❑ Do not allow children to put paint chips or soil in their mouths.

- ❑ Weekly, clean floors, baseboards, and window sills where small children play. Wash woodwork and painted surfaces with warm water and a general all-purpose cleaner.

  Remember: Never mix ammonia and bleach together since they form a dangerous gas.

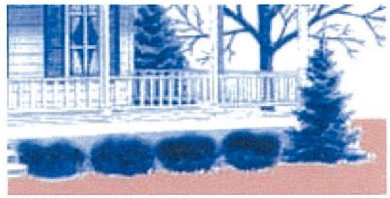
- ❑ Wash toys, pacifiers, and bottles that children drop on the floor.

- ❑ Wash children's hands often, especially before they eat.

- ❑ Pick up paint chips that you see on the floor, inside windows, or in other places where your children play.

  Put the paint chips in a garbage bag and dispose of them in the landfill with your regular garbage.

- ❑ Do not let children play outside in areas where there are paint chips on the ground. Pick up as many of the paint chips as you can.



  Cover the soil in these areas by seeding grass, laying sod, planting some shrubs, or covering with mulch.

- ❑ **Serve your child at least 3 meals a day.**

  A child with an empty stomach absorbs more lead. Children who have poor appetites, or who do not eat regularly, have a higher risk of becoming lead poisoned.

- ❑ **Serve your child healthy snacks.**

HEALTHY SNACKS

muffins
yogurt
broccoli
zucchini
celery sticks

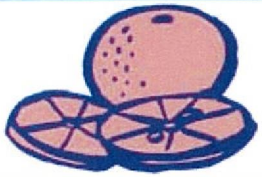
cheese cubes
saltine crackers
graham crackers
dry oat cereal rings

apple slices
melon cubes
orange sections
carrot sticks
cottage cheese

- ❑ **Serve your child foods that are high in Vitamin C.** Vitamin C helps the body absorb more iron.

VITAMIN C SOURCES

orange
orange juice
grapefruit
cantaloupe
strawberries



peppers (green, red, chili)
broccoli
tomato
potatoes

❑ **Serve your child foods that are high in calcium and iron.**
Iron helps stop the lead from being absorbed into the body.

IRON SOURCES

chicken
beef
fish
pork
greens
oatmeal
cornmeal
soybeans
brown rice
dried beans
prune juice
dried apricots
enriched bread
iron-fortified cereal

liver
kidney
turkey
oysters
raisins
lentils
spinach
broccoli
sardines
dried peas
dried peaches
oat or wheat bran
whole wheat bread

Calcium also helps prevent lead from being absorbed into the body.

CALCIUM SOURCES

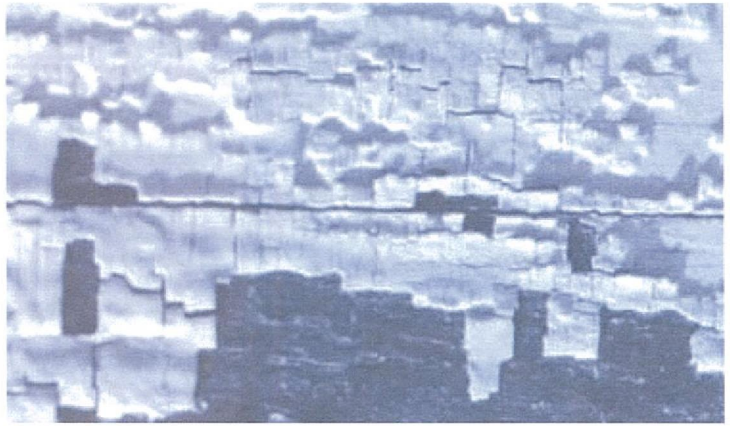
milk
cheese
yogurt
pudding
ice cream
cottage
cheese

calcium-fortified orange juice
sardines with bones
salmon with bones
tofu (firm, fortified)
fortified soy milk
milk-based soup
mustard greens
collard greens
broccoli
greens
sesame seeds

How Can You Safely Reduce Lead Hazards in Your Home?

Keeping your house very clean will help prevent lead poisoning in your children. However, if there is much peeling and chipping paint in your home, you should try to reduce or repair the lead hazards.

You do NOT need to remove all the lead-based paint from your home to make it lead safe.



INTERIM CONTROLS

You can reduce lead hazards by repairing deteriorated paint surfaces to keep them from peeling and chipping. This is called "interim controls."

If you choose "interim controls, " you need to watch these surfaces and keep them in good condition. If they start to peel and chip, they will become hazards again.

You must be **very** careful when you repair these paint surfaces. If you are not careful, you can make things worse by spreading lead dust throughout your house.

ABATEMENT

You can permanently remove or "abate" lead hazards by removing **all** of the lead-based paint from a surface or by sealing or enclosing lead-based paint with special materials.

Painting over lead-based paint with regular paint is not "abatement."

If you hire someone to "abate" lead hazards, this person must be a certified lead abatement contractor in Iowa.

Certified contractors must hire trained workers and follow strict safety rules to protect their workers and people who live in the homes where they work.

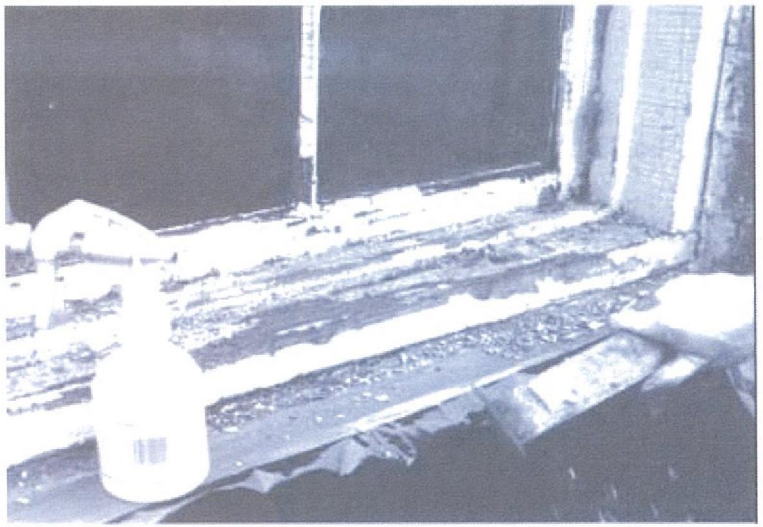
Contact IDPH at 1-800-972-2026 to get current information on certified lead abatement contractors.

How Can You Keep Your Family Safe During Remodeling, Renovation, and Repainting?

If you are going to prepare for repainting, remove paint, or tear out walls in an old home, you should do one of the following:

- ❑ Have the paint tested to see if it is lead-based paint.
- ❑ Assume that it is lead-based paint and take the appropriate precautions.

Never dry scrape, dry sand, power sand, power wash, use a torch, or use a high temperature heat gun to remove lead-based paint.



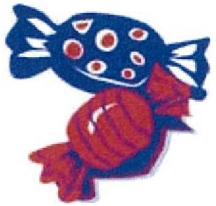
IDPH (800) 972-2026

Contact the Iowa Department of Public Health (IDPH) at 1-800-972-2026 to find out how to do this work safely. IDPH also has information about how to find a contractor that will do the work safely.

OTHER SOURCES OF LEAD

A few Iowa children have been poisoned by other sources of lead.

- ❑ Food and liquids cooked in lead-glazed pottery or stored in lead crystal or lead-glazed pottery or porcelain.
- ❑ Lead in the soil around a battery plant or battery recycling plant.
- ❑ Home remedies that contain lead such as azarcon, greta, and pay-loo-ah.
- ❑ Candy that comes from Mexico or southeast Asia.



- ❑ Living in Mexico, Central America, South America, or southeast Asia where there is much more lead in the environment than there is in the United States.

Although some Iowa children have been lead-poisoned by these sources, **the major source is still lead-based paint used in homes built before 1960.** Children who spend time in these homes are at the highest risk for lead poisoning.

Is Lead in Water a Problem for Your Family?

City and rural water departments must test their water for lead. If the lead level is high, they must send a notice to their customers. If you get one of these notices, you may be concerned.

However, lead in drinking water is not a major source of lead for most children.

Lead in water may cause lead poisoning in babies who drink formula made with water that has high lead levels.

This usually happens when formula is made using tap water. The water can pick up lead from pipes, solder, or faucets when it sits in pipes overnight.

Therefore, tap water may have a high lead level first thing in the morning.

Hot water dissolves more lead than cold water. So, formula made with this hot tap water can have **very** high lead levels. Boiling does not take lead out of the water. In fact, boiling the water so long that part of the water boils away **increases** the concentration of lead in the remaining water.

Lead in water comes mainly from inside your home.

It can be in lead pipe, lead solder, or faucets with brass parts.

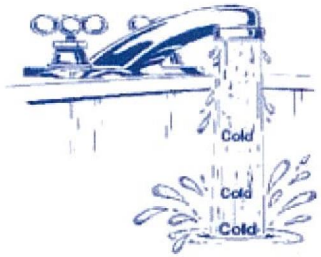
Do not replace faucets or plumbing just because your water has a high lead level. New faucets may put more lead into your water.

Replacing old lead solder with new lead-free solder may also put more lead into your water. If you replace solder, be sure to get all the old solder out of the pipes.

If you use tap water to make baby formula, do the following to keep your baby safe:

1. Let the cold water run for at least 30 seconds before using it to make formula.

2. **Do NOT use hot tap water to make formula.** Always use cold water and warm it to the right temperature.



3. If your doctor recommends boiling the water before making formula, do **not** boil the water longer than **two minutes**.

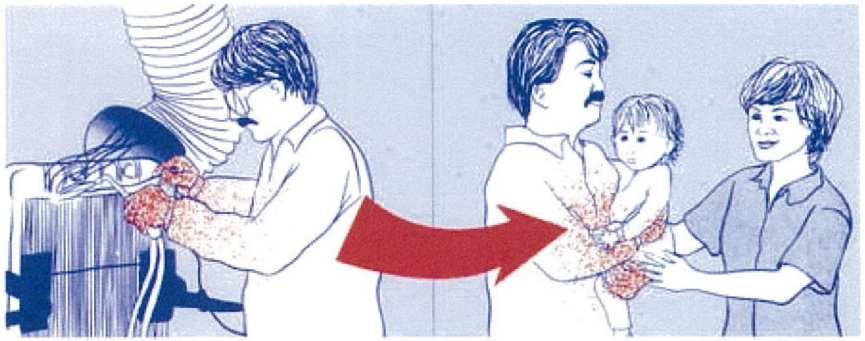
If you would like to test your water for lead, contact the:

University Hygienic Laboratory
515-725-1600

This test will cost $20-$25.

Is Working with Lead a Problem for Your Family?

If you work with lead in your job or hobby, you can poison your children by bringing lead home.



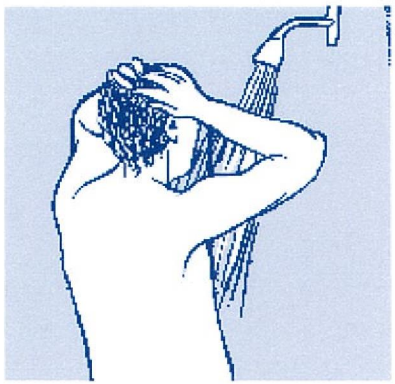
Some employers are required to ensure that workers do the following to protect their families from lead:

- ❑ Change into work clothes and shoes after getting to work.
- ❑ Put street clothes and shoes in a clean locker or clean plastic bag.
- ❑ Remove work clothes and shoes before going home.
- ❑ Shower before putting on street clothes and shoes.

Some employers are not required to provide a shower and changing room. If your employer does not provide these things or if you work with lead in a hobby, try to do these things:

- ❑ Make a special changing area at home. This could be in the garage or the basement.

  Change in this area and shower before touching anyone or anything in the house.



- ❑ Remove work clothes before leaving the changing area.
- ❑ Keep **all** work clothes away from children.

If you need to wash work clothes, do the following:

- ❑ Take work clothes home in a plastic bag and wet the clothes before removing them from the bag.

  Throw away the bag used to carry the work clothes home.

- ❑ Wash work clothes separately from any other clothes.

MORE INFORMATION

Iowa

Iowa Department of Public Health
1-800-972-2026 or
1-515-281-3479
Call for current information about lead in Iowa and copies of this brochure.

Hearing impaired, call TDD 1-800-735-2942
Fax: 515-281-4529

Your local city or county lead program, health department, or housing agency. (Some cities and counties have their own rules on lead-based paint activities.)

National

The National Lead Information Center
1-800-LEAD-FYI
Call to learn how to protect children from lead poisoning.

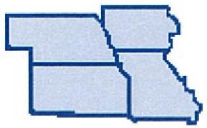
The National Lead Information Center Clearinghouse
1-800-424-LEAD
Call for other information on lead hazards.

Hearing impaired, call TDD 1-800-526-5456
Fax: 301-585-7976
Internet: www.epa.gov/lead/nlic.htm

EPA's Safe Drinking Water Hotline
1-800-426-4791
Call for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
To request information on lead in consumer products or to report an unsafe consumer product or a product-related injury, call 1-800-638-2772. (Internet: info@cpsc.gov)
Hearing impaired, call TDD 1-800-638-8270.

Regional

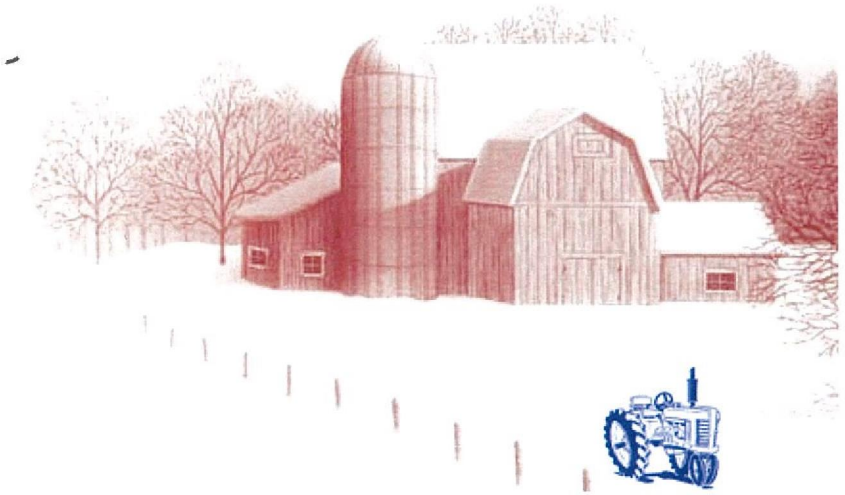


EPA Regional Office
Your Regional EPA Office can provide further information regarding regulations and lead protection programs.
Region 7
(Iowa, Kansas, Missouri, and Nebraska)
901 North 5th Street
Kansas City, KS 66101
(913) 551-7020

CPSC Regional Office
Central Regional Center
230 South Dearborn Street
Room 2944
Chicago, IL 60604-1601
(312) 353-8260

Iowa Department of Public Health

Promoting and protecting the health of Iowans



Iowa Department of Public Health
Lead Poisoning Prevention Program
Lucas State Office Building
Des Moines, Iowa 50319-0075
(800) 972-2026

DEED AND PROPERTY COVENANTS OR RESTRICTIONS OF RECORD

During the history of our country, some persons have placed restrictions on property based on race, color, religion, sex, handicap, familial status, or national origin. Generally, these restrictions are void and unenforceable, with limited exceptions for particular types of religious housing and qualified housing for older persons. The publication of these void restrictions may convey a message that the restrictions continue to be valid. Any time a sales associate or broker is asked to provide a copy of the covenants or restrictions of record relating to the use of a property the following message should be included:

These documents may contain restrictions or covenants based on race, color, religion, sex, handicap, familial status, or national origin. Such restrictions or covenants generally are void and unenforceable as violations of fair housing laws.

Be assured that all property is marketed and made available without discrimination based on race, color, religion, sex, handicap, familial status, or national origin. Should you have any questions regarding such restrictions, please contact your attorney.

THE EQUAL OPPORTUNITY PROGRAM

The NATIONAL ASSOCIATION OF REALTORS® has developed a Fair Housing Program to provide resources and guidance to REALTORS® in ensuring equal professional services for all people.

The Code of Ethics

Article 10 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics requires that "REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, national origin, or sexual orientation. REALTORS® shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, national origin, or sexual orientation. REALTORS®, in their real estate employment practices, shall not discriminate against any person or persons on the basis of race, color, religion, sex, handicap, familial status, national origin, or sexual orientation."

A REALTOR® pledges to conduct business in keeping with the spirit and letter of the Code of Ethics. Article 10 imposes obligations upon REALTORS® and is also a firm statement of support for equal opportunity in housing.

FURTHER ASSISTANCE

Local Boards of REALTORS® will accept complaints alleging violations of the Code of Ethics filed by a home seeker who alleges discriminatory treatment by a REALTOR® in the availability, purchase or rental of housing. Local Boards of REALTORS® have a responsibility to enforce the Code of Ethics through professional standards procedures and corrective action in cases where a violation of the Code of Ethics is proven to have occurred.

Complaints alleging discrimination in housing may be filed with the nearest office of the Department of Housing and Urban Development (HUD), or by calling HUD's Discrimination Hotline at 1-800-669-9777, 1-800-927-9275 (TDD). For information and publications on fair housing, call HUD's Customer Service Center at 1-800-767-7468. Contact HUD on the Internet at http://www.hud.gov/ and select the Fair Housing section.

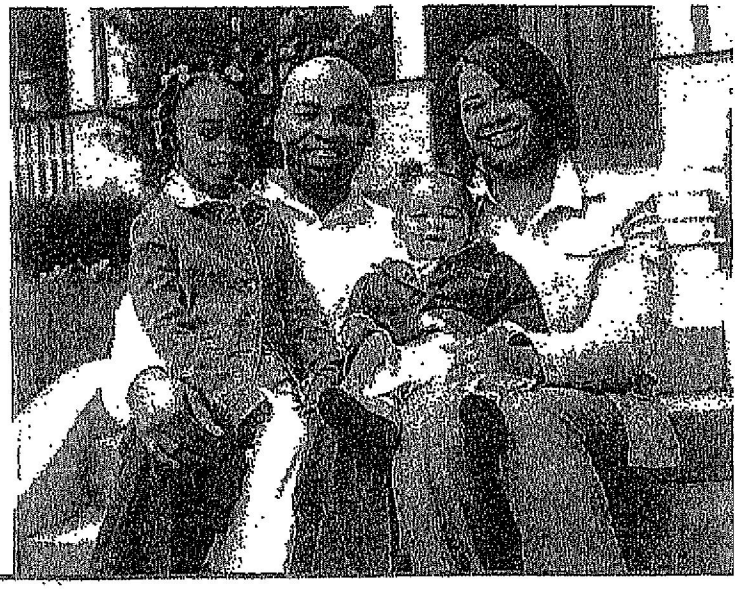
© 2012 NATIONAL ASSOCIATION OF REALTORS®
All rights reserved.

Item # 166-799
(BFC 08/12)

430 North Michigan Avenue • Chicago, IL 60611-4087
800.874.6500 • www.REALTOR.org

NATIONAL ASSOCIATION of REALTORS®

What Everyone Should Know About Equal Opportunity in Housing



NATIONAL ASSOCIATION of REALTORS®

What Everyone Should Know About Equal Opportunity in Housing

The sale or purchase of a home is one of the most significant events that people will experience in their lifetimes. It is more than the simple purchase of housing, for it includes the hopes, dreams, aspirations, and economic destiny of those involved.

THE LAW

Civil Rights Act of 1866

The Civil Rights Act of 1866 prohibits all racial discrimination in the sale or rental of property.

Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States. The law makes illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

Americans with Disabilities Act

Title III of the Americans with Disabilities Act prohibits discrimination against persons with disabilities in places of public accommodation and commercial facilities.

Equal Credit Opportunity Act

The Equal Credit Opportunity Act makes discrimination unlawful with respect to any aspect of a credit application on the basis of race, color, religion, national origin, sex, marital status, age or because all or part of the applicant's income derives from any public assistance program.

State and Local Laws

State and local laws often provide broader coverage and prohibit discrimination based on additional classes not covered by federal law.

THE RESPONSIBILITIES

The home seller, the home seeker, and the real estate professional all have rights and responsibilities under the law.

For the Home Seller

You should know that as a home seller or landlord you have a responsibility and a requirement under the law not to discriminate in the sale, rental and financing of property on the basis of race, color, religion, sex, handicap, familial status, or national origin. You may not instruct the licensed broker or salesperson acting as your agent to convey for you any limitations in the sale or rental, because the real estate professional is also bound by law not to discriminate. Under the law, a seller or landlord cannot:

(1) establish discriminatory terms or conditions in the purchase or rental of housing;

(2) advertise a preference for certain buyers or tenants because of their race, color, religion, sex, handicap, familial status, or national origin; or

(3) misrepresent that housing is unavailable to persons who are members of these protected classes.

For the Home Seeker

You have the right to expect that housing will be available to you without discrimination or other limitations based on race, color, religion, sex, handicap, familial status, or national origin.

This includes the right to expect:

- housing in your price range made available to you without discrimination
- equal professional service
- the opportunity to consider a broad range of housing choices
- no discriminatory limitations on communities or locations of housing
- no discrimination in the financing, appraising or insuring of housing
- reasonable accommodations in rules, practices and procedures for persons with disabilities
- non-discriminatory terms and conditions for the sale, rental, financing, or insuring of a dwelling
- to be free from harassment or intimidation for exercising your fair housing rights

For the Real Estate Professional

As a home seller or home seeker, you should know that the term REALTOR® identifies a licensed professional in real estate who is a member of the NATIONAL ASSOCIATION OF REALTORS®. Not all licensed real estate brokers and salespersons are members of the National Association, and only those who are can identify themselves as REALTORS®. They conduct their business and activities in accordance with a strict Code of Ethics. As agents in a real estate transaction, licensed brokers or salespersons are prohibited by law from discriminating on the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the home seller or landlord to act in a discriminatory manner in the sale, lease or rental cannot legally be fulfilled by the real estate professional.

TITLE GUARANTY FREQUENTLY ASKED QUESTIONS

Q What does a Title Guaranty Certificate cover?

A Lenders are covered for: Valid, enforceable mortgage; loss due to other prior liens; mechanic's liens; fraud or forgery; mistakes in abstracting or title examination; errors in public records and lack of access.

A Owners are covered for: valid title, title defects that may impact their title, un-marketable title, fraud, forgery, mistakes in abstracting or title examination; errors in public records and lack of access. Owners may also be covered for mechanic's liens at an additional cost.

Q If the lender requires coverage, why would the borrower also need it?

A Lender's coverage is exactly that – coverage for the lender. It does not cover buyers. Typically, a lender's claim arises when a property is foreclosed on and the lender sustains a loss due to a title issue. The same issue may exist for a buyer, but if the property does not go into foreclosure, it may not show up until the buyer is ready to refinance or sell the property. That's when owner's coverage is a helpful tool to the buyer.

Q Does the coverage need to be renewed each year?

A No. This is a one-time premium that covers lenders as long as the mortgage is in effect, and covers buyers for as long as they or their heirs have any interest in the property.

Q I am refinancing my home. If the lender uses Title Guaranty for Coverage, can I get free Owners Coverage?

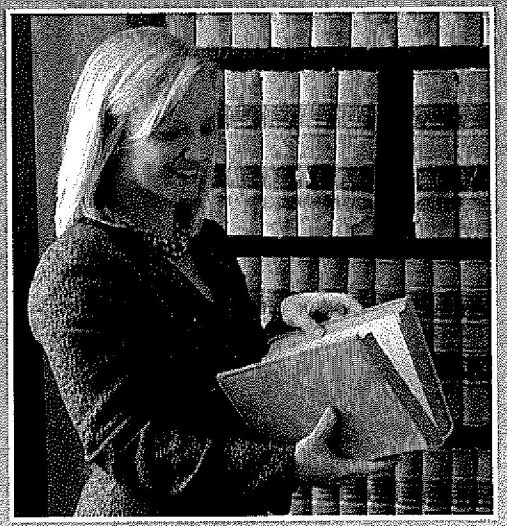
A No. Owners coverage is only available at the time of purchase; however, if you chose Owners Coverage at that time, it will continue in force even though you have refinanced. Owner's Coverage is good as long as you have any interest in the title to the property.

HOW CAN I MAKE SURE THAT I'M PROTECTED BY TITLE GUARANTY?

You need to ask for it! Tell your real estate professional and your lender that you would like Owner's Coverage from Title Guaranty. At closing, you will be asked to sign a Composite Mortgage Affidavit requesting Owner's Coverage and specifying the purchase price of the property.

WHAT IS REAL ESTATE TITLE PROTECTION?

Ensuring clean title is an important element of the real estate transaction. Typically, two types of title coverage are available: Lender's Coverage – guaranteeing that the lender holds an enforceable mortgage on the property, and Owner's Coverage – guaranteeing that the owner has clear title to the property. Owner's Coverage protects the buyer against title defects, including undisclosed liens, errors or omissions in legal documents, mistakes in researching public records, fraud and forgery.



2015 Grand Avenue
Des Moines, IA 50312
515.725.4900 • 800.432.7230
www.IowaTitleGuaranty.gov

In partnership with the Iowa State Bar Association and Iowa Land Title Association.

WHAT'S IN IT FOR ME?

Buying a home is exciting. By using Title Guaranty, you can rest easy knowing that your home ownership investment is protected. If a title issue arises, Title Guaranty will be there to step in and assume attorneys' fees, costs, and expenses associated with defending the title to your home. After all, it's not just what's inside your home that is important.

WHAT IS TITLE GUARANTY?

As Iowa's provider of title coverage for lenders and buyers, Title Guaranty operates as a title assurance underwriter and maintains reserves in order to pay claims. Title Guaranty, a division of the Iowa Finance Authority, is completely self-funded, and helps to support the Iowa housing industry by transferring all excess revenue to Iowa housing programs.

HOW DOES THE IOWA SYSTEM WORK?

Title Guaranty uses a process designed to uncover title problems before you have a financial interest in the property. In Iowa, an abstract of title is prepared or updated prior to closing. The abstract identifies all recorded documents for a particular property, including easements, deeds, mortgages and liens against previous title holders. Then, an Iowa attorney reviews the abstract and issues a written title opinion or a Title Guaranty Commitment. The Commitment summarizes the status of the title and identifies the current owner and any title issues that should be resolved prior to closing. Once any title issues are resolved, the transaction may be closed and the buyer takes title to the property. By using Title Guaranty, you can be assured that a real estate attorney has reviewed the title to your home. Correcting deficiencies before closing reduces the chance of having problems later on.

WHAT COULD GO WRONG?

While title defects are not common in Iowa, they do occur. What can impact title? Some of the more frequent issues include:

- Divorce and child support judgments
- Judgments against a previous owner
- Unreleased, but paid off mortgages
- Unrecorded legal documents
- Fraud
- Forgery
- Mistakes in public records
- Mistakes in researching public records
- Lack of a right of access

Again, these issues are not common, but if any of them should arise, Title Guaranty will become your legal defense and work with you to ensure a smooth and timely solution to the problem.

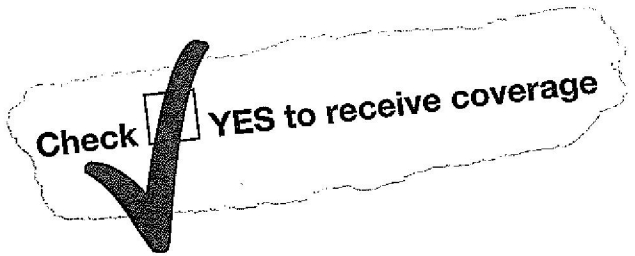
HOW MUCH DOES OWNER'S COVERAGE COST?

In many cases, this coverage is free to home buyers! If the buyer's lender has requested Title Guaranty Lender's Coverage on a home valued at $500,000 or less, and the buyer intends to occupy the home as their primary residence, Owner's Coverage is free. Even if these criteria do not apply, Owner's Coverage is still available, often for only $110. This one-time premium protects the home buyer and their heirs for as long as they have any interest in the property.

CHECK THE BOX

Buying a home? If your lender uses Title Guaranty Lender's Coverage, you may qualify for FREE Owner's Coverage. If the purchase price is less than $500,000 and the home will be your primary residence, your coverage is free. Just check the box on the Composite Mortgage Affidavit at closing. Title issues don't happen often, but if an issue arises, you'll be glad you're covered.

Only in Iowa —
only with Title Guaranty.



CITY OF WATERLOO

Council Communication

Resolution approving Supplemental Agreement No. 2 to a Professional Services Agreement with AECOM Technical Services, Inc. of Waterloo, Iowa, originally executed May 20, 2019, in an amount not to exceed $175,000.00, for construction related services in conjunction with the FY2021 Cedar River Marina and Recreational Enhancements, Contract No. 1011, DOT Project No. TAP-U-8155(768)--8I-07, and authorizing the Mayor to execute said document.

City Council Meeting: 1/18/2022
Prepared: 1/5/2022

ATTACHMENTS:

	Description	Type
	Supplemental Agreement No. 2	Backup Material

SUBJECT:	Resolution approving Supplemental Agreement No. 2 to a Professional Services Agreement with AECOM Technical Services, Inc. of Waterloo, Iowa, originally executed May 20, 2019, in an amount not to exceed $175,000.00, for construction related services in conjunction with the FY2021 Cedar River Marina and Recreational Enhancements, Contract No. 1011, DOT Project No. TAP-U-8155(768)--8I-07, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Wayne Castle, PLS, PE, Associate Engineer
Recommended Action:	See attachment for Scope of Services.

AECOM
501 Sycamore Street
Suite 222
Waterloo, Iowa 50703
www.aecom.com

319-232-6531 tel
319-232-0271 fax

CITY OF WATERLOO, IOWA
CEDAR RIVER MARINA DISTRICT - SITE DEVELOPMENT
PHASE III – CONSTRUCTION-RELATED SERVICES
RECREATIONAL TRAIL ENHANCEMENTS
PCC SIDEWALK/TRAIL/PARKING, MISCELLANEOUS
TAP-U-8155(768)--8I-07

SUPPLEMENTAL AGREEMENT NO. 2

WHEREAS, a Professional Services Agreement was entered into between the City of Waterloo (Client), 715 Mulberry Street, Waterloo, Iowa, and AECOM Technical Services, Inc. (ATS), 501 Sycamore Street, Suite 222, Waterloo, Iowa, dated May 20, 2019, for redevelopment of the area between River Road, West Commercial Street and the Cedar River as the Cedar River Marina District; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 1 on February 15, 2021, for final design, preparation of construction documents, and bidding services for completion of the project and continued site development work for the Cedar River Marina District; and

WHEREAS, the Client and ATS now desire to enter into Supplemental Agreement No. 2 for construction-related services for the Cedar River Marina District Project between River Road and the Cedar River.

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

I. PROJECT DESCRIPTION

The project consists of the construction of the Cedar River Marina District, the area between River Road and the Cedar River. The project will include grading/excavation, river excavation, PCC sidewalk/trail/parking lot paving, decorative colored and tooled concrete, sanitary and storm sewer, kayak/boat access docking systems, lighting and landscaping. The project is anticipated to be constructed in the 2022 construction season.

II. SCOPE OF SERVICES

The Scope of Services will encompass and include detailed work, services, materials, equipment, personnel and supplies necessary to provide construction-related services for the project defined above. The Scope of Services is further defined as follows:

Task 1. Conduct a preconstruction conference attended by representatives of the Contractor, Client, Consultant and affected utilities.

Task 2. Provide construction staking for horizontal and vertical controls for the project as follows:

a. Set Project Control
b. Set Stakes for Erosion Control
c. Set Stakes for Grading at 50-Foot Intervals
d. Set Stakes for Drainage Structures and Piping
e. Set Stakes for Sanitary Sewer Structures and Piping
f. Set Stakes for Parking Lot Paving
g. Set Stakes for Trail Paving
h. Set Stakes for Sidewalks

i. Set Stakes for Driveways
j. Set Stakes for Colored Paving
k. Set Stakes for Retaining Wall
l. Set Stakes for Stairway
m. Set Stakes for Kayak/Boat Docks
n. Set Stakes for Lighting
o. Set Stakes for Location of Signs
p. Set Stakes for Landscaping

Task 3. Review shop drawings and other submittals as required of the Contractor by the contract documents for conformance with the design concept of the project and compliance with the information given in the contract documents.

Task 4. Answer design interpretation questions from the Client, Contractor, review staff and appropriate agencies.

Task 5. Prepare bi-weekly applications for payment based on information provided by field review staff and Contractor and forward to the Client for execution with recommendation for approval and payment.

Task 6. Perform construction site visits by design personnel at appropriate stages of construction to review the quality of the work and to determine whether the work conforms to the contract documents.

Task 7. Prepare and assist the Client and Contractor in processing contract change orders.

Task 8. Provide periodic field observation during construction to review the work of the Contractor to determine if the work is proceeding in general accordance with the contract documents and that completed work appears to conform to the contract documents. Staffing requirements may be adjusted during the project in relation to the level of construction activity.

Task 9. Provide weekly SWPPP reviews along with City of Waterloo and contractor personnel, as required by Iowa DNR and City of Waterloo.

Task 10. Report to the Client any work believed to be unsatisfactory, faulty or defective or does not conform to the contract documents and advise the Client of any work that should be corrected or rejected.

Task 11. Consider and evaluate Contractor's suggestions for modifications and report them with recommendations to the Client.

Task 12. Facilitate bi-weekly construction progress meetings of project and complete minutes for each meeting.

Task 13. Participate in a review of the project with the Client and review staff near project completion and prepare a list of items to be completed or corrected.

Task 14. Participate in a field observation of the completed project with the Client and review staff before a final application for payment is processed for the Contractor.

Task 15. Maintain files for correspondence, reports of the job conferences, shop drawings and sample submissions, reproductions of original contract documents including addenda, change orders, field modifications, additional drawings issued subsequent to the execution of the contract, Engineer clarifications and interpretations of the contract documents, progress reports and other project-related documents.

Task 16. Provide the Client with a copy of revised drawings of the construction plans (record drawings) for the project based on the construction observation records of the field review staff and the Contractor showing those changes made during construction considered significant.

Task 17. Prepare and assist the Client with the final close-out documentation received from the Contractor.

III. COMPENSATION

Compensation for the above services will be on an hourly basis in accordance with Part VI of the original agreement and shall be segregated from the fees in the original agreement and Supplemental Agreement No. 1. Total compensation is a not-to-exceed fee of One Hundred Seventy-Five Thousand Dollars ($175,000.00).

IV. In all other respects, the obligations of the Client and the Consultant shall remain as specified in the Professional Services Agreement dated May 20, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 2 as of the dates shown below:

AECOM TECHNICAL SERVICES, INC.

By_____ Date January 7, 2022

Douglas W. Schindel, P.E.
Associate Vice President

APPROVED FOR CITY OF WATERLOO

By:_____ Date_____

Quentin Hart
Mayor

L:\Secure_DCS\Administration\AGREE\SUPPLE\SA2 WAT Cedar River Marina.doc

CITY OF WATERLOO

Council Communication

Resolution approving an incentive payment to Grow Cedar Valley in the amount of $10,000.00 for work towards economic development for FY 2022.

City Council Meeting: 1/18/2022
Prepared: 1/5/2022

ATTACHMENTS:

	Description	Type
🗋	Incentive Payment Information	Backup Material
🗋	Invoice	Backup Material

SUBJECT:	Resolution approving an incentive payment to Grow Cedar Valley in the amount of $10,000.00 for work towards economic development for FY 2022.
Submitted by:	Submitted By: Noel Anderson, Community Planning & Development Director
Recommended Action:	Approval of Economic Development Grant to Grow Cedar Valley (GCV).
Summary Statement:	This payment is an incentive payment to GCV for their assistance in Economic Development with the City of Waterloo. The GCV serves as the State of Iowa's single point of contact for larger project leads, and then works with city officials and staff for work to try and bring such projects here. This partnership has helped to bring such companies as Ferguson Enterprises, Con Agra Foods (and two expansions), and helped other local industries expand like Deere and Company, Hydrite Chemical, A-Line, Advanced Heat Treat, CPM Roskamp, HQAA, Crystal Distribution, Tyson Foods, and others receive applicable State incentives for job creation and expansion/new construction. This grant agreement would continue that relationship, to continue the City Council's main priority of economic development to the community through the provision of jobs, infrastructure, businesses, etc. Note – this payment is for this current fiscal year of 2022. The agreement calls for a payment of $28,500 – in two payments of $14,250 at December and June – for the following work efforts: - Business expansion and recruitment - Encouraging startup of businesses - Workforce recruitment and coordination - Advocacy in Des Moines and Washington DC - Improving the "Brand" through marketing, promotions, web presence, and attendance at major conferences
Neighborhood Impact:	The City of Waterloo has had a partnership for economic development efforts with GCV in one form or another since about 1996. This partnership has worked to create many projects throughout the Waterloo community, and has helped in the marketing of area and reinvestment by existing businesses

	as well. It has also given the City the ability to connect better with many of its private industry leaders as the City moves ahead.
Data/Analysis and Strategies:	Economic Development
Implementation, Accountability, and Communication:	
Expenditure Required/Source of Funds:	$10,000.00/Midport (East Waterloo Unified TIF)
Alternative:	Not approve

Waterloo City Council Work Session – December 6, 2021

Cary Darrah
CEO

Rebecca Guinn
Grow Cedar Valley Board Chair

Danny Laudick
Senior Program Director, Economic Development

Lisa Skubal
Vice President, Economic Development

Agenda

1. Opening Remarks	C. Darrah
2. External Marketing & Business Growth	L. Skubal
3. Talent Initiatives	D. Laudick
4. TechWorks Campus	C. Darrah
5. Closing Remarks	R. Guinn

Waterloo City Council Update

MAY 2021 - OCTOBER 2021

GROW Cedar Valley
Business. Community. Opportunity

Grow Cedar Valley
360 Westfield Ave., Ste 200
Waterloo, IA 50701
319/232.1156
www.growcedarvalley.com
Cary Darrah, President & CEO
cary@growcedarvalley.com

Waterloo Economic Development Results

A fundamental part of economic development work is to attract new businesses and support existing businesses to diversify the economy and reduce the region's vulnerability. Grow Cedar Valley (GCV) works very closely with the City's economic development staff and many other public and private partners with these collaborative efforts.

Marketing

Lead Generation

- Identified and engaged 646 companies based in the Netherlands to identify expansion plans in the U.S. The goal was to have six virtual meetings and to date, Grow Cedar Valley had three with a fourth scheduled in November.

- Project Engage – We can effectively monitor the interactions on the back end of Grow Cedar Valley's website as a way to track which companies are interacting with certain web pages. The list of companies engaging in GCV's website is reviewed by staff and select companies are added to the lead generation outreach.

- Site Selection Guild – GCV staff participated in a virtual table talk with seven site selection consultants pitching Waterloo and the Cedar Valley as a new location for the consultants' expanding corporate clients. GCV was able to establish new connections and touch base with existing connections. Discussion with the site selection consultants also included sharing the current state of corporate site selection from the consultant's view. Firms in attendance include site selection consultants KPMG, Szatan & Associates, BeyondHQ, Tochi Advisors, LLC, DSG Advisors, CSRS, Inc. and Garner Economics, LLC.

Other Economic Development Services

- Collected wage and benefit data from existing businesses in Waterloo and the Cedar Valley to publish the 2021 Cedar Valley Wage and Benefits Survey for the first time in 14 years. Survey was administered in May 2021 and report was published and distributed to existing businesses who participated in June 2021. The survey was in response to business requests for real time data on wages and benefits to keep them competitive in a market where finding employees is extremely competitive.
- Participated on the Hawkeye Community College's Manufacturer's Conference planning committee with approximately 60 attending. Conference occurred in October 2021.

Copies of the Wage & Benefit Survey are available upon request by contacting lisa@growcedarvalley.com

Waterloo Economic Development Results Cont.

Opportunities/Projects

	Capital Investment	Job Potential	External Projects	Existing Projects
New*	$3.6B	3,678	13	3
Total Active	$3.76B	3678	20	5

**Includes new projects occurring between the months of May 30, 2021 through October 31, 2021; some projects occurring during this timeline minus those that may have eliminated Waterloo during that same period.*

Note: Job Potential and Capital Investment won't correlate; some projects don't provide both or either figure. Information available depends on the project's stage; some projects are more advanced than others.

16 New Projects

20 Total Active Projects

14 Prospect Proposals/ Info sent to leads (does not represent multiple communications)

Existing Business Services to Waterloo Companies

10 Business Services

1 External Prospect VIsit

Information/services provided included discussion on expansion/retention and/or barriers such as workforce; including issues related to managing supply chain and businesses during COVID-19.

Innovation Initiatives

Partnering with Cedar Valley Techworks, Red Cedar, University of Northern Iowa, Hawkeye Community College and Iowa Economic Development Authority on initiatives to support integration of technology and upskilling workforce for our manufacturing sector.

Waterloo Economic Development Results Cont.

Innovation Initiatives cont.

Supply Chain Integration Proof of Concept

This is a long-term project addressing priorities identified in IEDA's Industry 4.0 report released earlier in 2021. GCV and TechWorks staff met with SMM (small/medium size manufacturers) to identify their status with adopting technology on the shop floor and distributed/discussed IEDA's grant program for SMM. According to Iowa State, approximately six manufacturers in Black Hawk County participated in the pre-application assessment though, GCV staff believes this number will be higher. Exact numbers will be revealed as funding gets awarded beginning in November and December during IEDA's board meetings.

IGNITE Training Initiative

TechWorks and GCV staff have been supporting Hawkeye Community College since the start of this program earlier this year. GCV will continue to support through their outreach with existing businesses to develop more partnerships with the program. This 8-week program builds stackable manufacturing credentials for high school students or adults looking to change careers by providing the upskills and workforce pipeline to support existing manufacturers in Waterloo and the Cedar Valley.

The Cedar Valley Manufacturers Association/Sector Board

Currently in the early stages of being restarted to be an association where manufacturers can discuss peer to peer and prioritize common issues they share. This group will be led by the manufacturers. GCV along with Hawkeye Community College, University of Northern Iowa, Iowa State University-CIRAS will provide support services.

Airport Advocacy

- GCV's advisory committee for the airport initially raised money to retain an airport consultant, Volaire Aviation, to help guide the Airport Director, Airport Board and the city on airport service, industry trends and introductions and conversations with other carriers. The city has now retained the consultant to continue to work on these important items.
- The advisory group continues to provide feedback on the airport website and are revisiting establishing a Loyalty Program post COVID.
- David Deeds and the Airport Director attended the Volaire Aviation Air Service Forum in August 2021 and was able to discuss the attributes of the Waterloo Airport with six different airlines.

ALO
WATERLOO
REGIONAL AIRPORT

Workforce & Talent Development

Refining Our Focus

In addition to specific programs outlined below, Grow Cedar Valley provides advisory support and/or serves as a liaison to a range of training & development programs across the Cedar Valley. Workforce has grown into, without a doubt, the number one concern and foreseeable limiting factor to our region's economic prosperity over the coming decade.

Grow Cedar Valley has hired on Danny Laudick, GCV's previous Director of Talent Development, to take the lead on GCV's workforce & talent development strategy in addition to his work on innovation & entrepreneurship.

Q4 of this year has been a reassessment period for our workforce strategy as Danny comes on board with the goal of establishing a set of programming and focus areas to match the priorities expressed by employers and seen in our region's workforce data.

Status of Current Talent & Workforce Landscape

Workforce has become one of the leading issues facing a majority of our businesses – both locally and nationally.

Nearly 70% of Cedar Valley employers are struggling to find the employees they need, and this difficulty has increased over the last decade. The Waterloo/Cedar Falls metro was nearly break-even in terms of overall population growth from 2010 to 2020. Digging into the numbers, that statistic includes nearly 7,000 domestic residents who chose to move elsewhere but was buoyed by enough net births and international in-migration to make up for the loss.

There are several important nuances to note:

- Over the last decade, 100% of our community's net population growth is non-white (we lost an estimated 2,300 white population from 2014 to 2019). We're increasing population in the age range of 35-44 as young families move back to the area, but we continue to lose 18-to-34 year olds and 45-to-65 faster than we gain those young families. The baby boomer population segment is increasingly reaching retirement age, leading to a lower overall number of people in the labor force.
- Of the nearly 2,200 net jobs lost in that same period (2014-2019), which coincides with a similar amount of population loss, 2,600 of that loss is attributable to "lower-skill" occupations (those that require no previous experience or some on-the-job experience) while we gained 1,100 jobs in "higher-skill" areas that require more education and/or on the job training. About 700 jobs lost fall in between, and about 900 of that total job loss is attributable to the manufacturing industry as the ag industry slowed down in 2015 through the late 2010's – while at the same time we are now hearing manufacturers across the board saying they can't find enough skilled workforce to hire.

Workforce & Talent Development Cont.

Status of Current Talent & Workforce Landscape contintued...

- We additionally have a lower labor force participation rate in our region than the state average, representing nearly 3,500 people who aren't actively employed who would be otherwise if we were at the state average. This is the result of several barriers to employment, including transportation, child care, language, and others.
- What all of this shows is that the dynamics of our workforce are complicated. Our population is becoming more diverse, has increasing mobility in where they choose to live and work, and, while it is true that we are a great place to raise a family and we see people moving back for that, we continue to lose labor force as our working-age population declines and we see an increasing rate of retirement accelerated by COVID.

Despite overall job loss in 2014-2019, the overall total wages earned increased because of the shift to higher-paid, more highly-skilled occupations – both in newer industries like software development and in our manufacturing sector with a growing demand for more highly-skilled trade and technology-enabled occupations.

And our region is not alone in this. Rural communities and mid-sized metros across the country are struggling to retain talent, with many individuals opting to move to larger metropolitan areas, especially in the South and West coast, for the recreation, arts, culture, and entertainment amenities they offer.

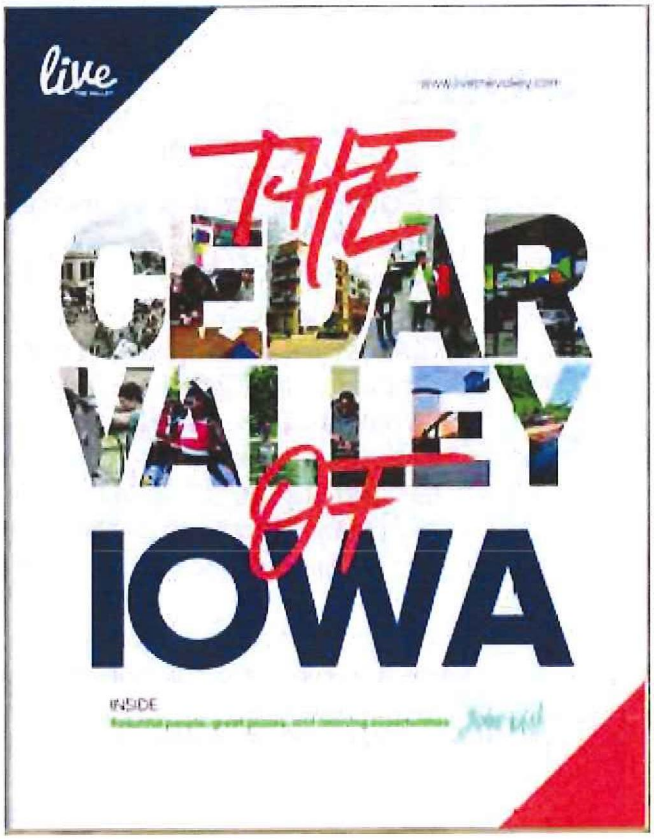
There are however outliers in this national trend, and the good news is that we're in an enviable position as a community to address these trends. We have a high-ranking quality of life, a good fiscal position as a community, and all of the necessary assets (i.e. a University, strong jobs market, range of both rural and metropolitan styles of living available, genuine level of quality of life and low-cost of living) to be a place people choose to invest their lives, their families, and their careers.

But doing so will require intentional, focused effort and investment by our community, and a focus not just on immediate needs but on the long-term priorities we need to invest in. Grow Cedar Valley's workforce & talent development priorities in this coming year will reflect a focus on addressing both those short-term business support needs as well as supporting our region's longer-term community development work.

A strategic plan, including a plan of work, is currently underway for workforce and talent and placemaking initiatives are a key part. Some of those initiatives are identified on the following pages.

Talent Attraction and Retention

Anchored by the Live the Valley brand, Grow Cedar Valley will be prioritizing talent attraction and retention as the key priority for addressing our region's workforce needs over the next decade. This coming year will see a heavier focus on and several new talent attraction & retention initiatives launched.



Upcoming Programs & Resources

- Bi-annual newcomer events
- Summer Intern Event Series
- New relocation welcome package & Live the Valley magazine
- Enhanced focus on quality of life & placemaking as regional economic development priorities
- Expanded job marketing & career awareness
- Engagement of young professionals

Use the QR code to the left to explore the Cost of Living Calculator.

Workforce & Talent Development Cont.

Direct Business Support

Grow Cedar Valley provides several direct business support services to area employers. These services have historically been available informally to employers at request, but we will be formalizing these offerings in Q1 of 2022 into a widely available program of support that employers can utilize to support their recruitment and workforce development.

Community Tours

As a service, Grow Cedar Valley helps Waterloo businesses by providing custom tours of the city to help newcomers and/or prospects and their families become acclimated to the area. These are usually high-earning positions. This quarter we provided this service to three new Medical Professionals.

Spousal Relocation

Grow Cedar Valley can additionally help with relocation by partnering with our business community to help find employment opportunities for spouses of key potential hires. The goal is to provide a full range of support for key talent attraction needs to the area.

Single Point-of-Contact

Grow Cedar Valley acts as a single point-of-contact to connect Cedar Valley businesses with key talent & workforce support organizations, services, and resource partners. We maintain on-going relationships with our K-12, college/University, nonprofit, and both local and State government entities to help employers connect with the relevant resources to address their workforce needs (and partner to help those resource partners continually improve their programs).

Technical assistance includes but is not limited to:

- Talent recruitment
- Developing current workforce
- Develop and implement diversity, equity, and inclusion plans and
- Reach new workforce demographics, including ex-offender, disabled, veteran, immigrant & refugee, and other historically excluded populations

Workforce & Talent Development Cont.

Training & Education (aligning training)

In addition to specific programs outline below, Grow Cedar Valley provides advisory support to a range of training & development programs across the Cedar Valley, acting as a liaison to help connect the business community and our region's educational partners. Those partners include, but not limited to, the following:

- Waterloo Community Schools & Waterloo Career Center
- Cedar Falls Schools & Cedar Falls CAPS
- HCC program advisory boards and regional industry sector boards
- UNI Career Services

IGNITE - Quality Pre-Apprentice Program

This highly innovative program continues to set the pace in early workforce development. It is currently built around introductory manufacturing skills that can lead to advanced certifications, and is a major collaboration between John Deere, Hawkeye Community College, and several other manufacturing partners.

The program has graduated several cohorts now, with 100% placement of graduates into either short-term work experiences or full-time careers. The program currently has both a high school senior cohort in partnership with Waterloo Schools and a returning citizen / ex-offender cohort to graduate this semester, currently aligning graduates with available job opportunities. We're currently recruiting with Waterloo Schools for next semester's cohort, expecting a significantly increased class size of up to 20-30 students to enroll.

Economic Inclusion (improving labor force participation)

Economic Inclusion Partnership

Grow Cedar Valley's Economic Inclusion Partnership has historically focused on identifying the primary barriers to employment (i.e., transportation, child care, language translation, etc.) and addressing them through partnership with both business and institutional partners. The group's previous work includes starting the Economic Inclusion Conference, convening early conversations around expanded childcare in the region, and supporting employer best practices for tapping into and hiring an increasingly diverse workforce. The Partnership is currently undergoing a review of its working model and focus areas, and we will be establishing next steps in Q1 of next year for how to continue working toward addressing the key barriers to labor force participation in the region.

Workforce & Talent Development Cont.

Economic Diversity & Inclusion Conference

economic inclusion
ENGAGE • EMPOWER • ACT

The Economic Inclusion Conference is Iowa's premier conference on Economic Diversity, Equity and Inclusion.

This joint conference is between the University of Northern Iowa and Grow Cedar Valley and is made possible with the tremendous collaboration of other area stakeholders and organizations.

The day-long Summit welcomed more than 200 attendees and was held in the newly renovated Waterloo Convention Center in Downtown Waterloo. This beautiful new venue allowed us to safely host an in-person event while integrating technology to make for a more robust Summit.

Feedback from attendees was positive with many tangible take-aways after listening to several area practitioners share their experiences in creative inclusion practices to help grow their organizations and enhance the workplace culture. The keynote address provided by Cedar Valley native Sailu Timbo (now executive for Hy-Vee Corporate) highlighted how one of the largest grocery retailers has embraced diversity, equity and inclusion as they grow their workforce throughout the Midwest.

The 2022 Economic Diversity & Inclusion Summit is tentatively scheduled for October 21.

Cedar Valley Leadership Institute

The CVLI Class of 2022 is made up of 42 emerging leaders who represent over 30 businesses in the Cedar Valley. Waterloo businesses and organizations represented include:

- Beecher Law Firm
- Bergan KDV, Ltd.
- Black Hawk County Gaming Association
- Cardinal Construction
- Cedar Valley United Way
- Child Care Resource and Referral of NE Iowa/EPI
- PDCM Insurance
- Dupaco Community Credit Union
- Farmers State Bank
- Goodwill Industries of Northeast Iowa, Inc.
- Hogan-Hansen
- Invision Architecture
- ISG
- John Deere
- Lincoln Savings Bank
- Peters Construction Corp.
- RSM US LLP
- Tri County Child and Family Development, Inc.
- UnityPoint Clinic
- VGM Group, Inc.

Added Benefits

Other Services to the City of Waterloo

418

Times the City's directory listing was searched on the Grow Cedar Valley website (over the last 12 months)

14

Ribbon Cuttings for Waterloo Businesses

25

Jobs posted by the City of Waterloo on the Grow Cedar Valley job board have been viewed 1,659 times in the past 12 months.

Government Affairs & Advocacy

Grow Cedar Valley staff attends Waterloo Council Meetings on a regular basis and, as needed, will speak on projects relevant to the growth and development of the City of Waterloo.

Grow Cedar Valley is currently working on the legislative priorities for the coming year pending Board of Directors' approval in November 2021. GCV will share with city council members and city staff at that time.

Two Friday Forums occurred between May through end of October with a total engagement of 70 people.

Annual Celebration

Grow Cedar Valley offers the yearly celebration to recognize individuals, businesses and organizations in the Cedar Valley. On October 12, 2021, six Waterloo based businesses/organizations or individual representing a business or organization received an award:

GROWing the Cedar Valley
Business. Community. Opportunity

- Cedar Valley Partner Award: UnityPoint Health - Black Hawk Grundy Mental Health, Inc.
- Cedar Valley Innovation Award: O&P1
- John Deere Treating Capital Well Award: Lincoln Savings Bank
- Cedar Valley Business of the Year Awards: 1-50 Employees - SERVPRO of Black Hawk County
- Cedar Valley Business Leader Award - Katy Susong, Cardinal Construction
- Legacy Award - Jim Waterbury

GROW
CedarValley
Business. Community. Opportunity

November 23, 2021

Noel Anderson
Director of Planning
City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

RE: Grow Cedar Valley – Waterloo, IA FY2022 Contract Agreement

Noel,

The Grow Cedar Valley continues to appreciate the collaboration between GCV and the City of Waterloo staff to lead business development in the community.

Pursuant to our FY2021 contract we are requesting $14,750 in base and incentive payment for GCV ongoing work in Economic Development that supports the City of Waterloo as outlined in the City/Grow Cedar Valley contract:

LRS - 1ST

2nd Half FY2021 Base	$14,250
FY 2022 Semi-Annual Performance Payment - Midport America TIF	$10,000
	$24,250

Noel, thank you for your consideration. Please let me know if you have any questions.

Respectfully,

Lisa M Skubal, CEcD
Vice President of Economic Development

c: C. Darrah

CITY OF WATERLOO

Council Communication

Communication from the Waterloo Police Department on the notice of the conclusion of employment for Marcus Harrington, Police Officer, effective November 15, 2021 with recommendation of approval of payout of $8,084.15 for unused benefits.

City Council Meeting: 1/18/2022
Prepared:

ATTACHMENTS:

Description	Type

SUBJECT:	Communication from the Waterloo Police Department on the notice of the conclusion of employment for Marcus Harrington, Police Officer, effective November 15, 2021 with recommendation of approval of payout of $8,084.15 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

Communication from the Waterloo Police Department on the notice of the conclusion of employment for Kristie Sommer, Police Officer, effective November 14, 2021 with recommendation of approval of payout of $12,380.01 for unused benefits.

City Council Meeting: 1/18/2022
Prepared:

SUBJECT:	Communication from the Waterloo Police Department on the notice of the conclusion of employment for Kristie Sommer, Police Officer, effective November 14, 2021 with recommendation of approval of payout of $12,380.01 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

Communication from the Waterloo Police Department on the notice of the conclusion of employment for Kyle Janikowski, Police Officer, effective October 21, 2021 with recommendation of approval of payout of $9,443.70 for unused benefits.

City Council Meeting: 1/18/2022
Prepared:

ATTACHMENTS:

Description	Type

SUBJECT:	Communication from the Waterloo Police Department on the notice of the conclusion of employment for Kyle Janikowski, Police Officer, effective October 21, 2021 with recommendation of approval of payout of $9,443.70 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

Communication from the Waterloo Police Department on the notice of the conclusion of employment for John-Paul Sager Police Officer, effective October 21, 2021 with recommendation of approval of payout of $2,245.56 for unused benefits.

City Council Meeting: 1/18/2022
Prepared:

ATTACHMENTS:

Description	Type

SUBJECT:	Communication from the Waterloo Police Department on the notice of the conclusion of employment for John-Paul Sager Police Officer, effective October 21, 2021 with recommendation of approval of payout of $2,245.56 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

Communication from the Animal Control/Traffic Department on the notice of the conclusion of employment for Sonya Snapp, Animal Control Officer, effective November 18, 2021 with recommendation of approval of payout of $5,678.20 for unused benefits.

City Council Meeting: 1/18/2022
Prepared:

ATTACHMENTS:

Description	Type

SUBJECT:	Communication from the Animal Control/Traffic Department on the notice of the conclusion of employment for Sonya Snapp, Animal Control Officer, effective November 18, 2021 with recommendation of approval of payout of $5,678.20 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

Communication from the Waterloo Center of the Arts on the notice of the conclusion of employment for Craig Laue, Development/Marketing Manager, effective November 1, 2021 with recommendation of approval of payout of $3,063.16 for unused benefits.

City Council Meeting: 1/18/2022
Prepared:

ATTACHMENTS:

Description	Type

SUBJECT:	Communication from the Waterloo Center of the Arts on the notice of the conclusion of employment for Craig Laue, Development/Marketing Manager, effective November 1, 2021 with recommendation of approval of payout of $3,063.16 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

Communication from the Waste Management Services Department on the notice of the conclusion of employment for Steven Isenhower, Instrument Control Technician, effective December 31, 2021 with recommendation of approval of payout of $8,825.59 for unused benefits.

City Council Meeting: 1/18/2022
Prepared:

ATTACHMENTS:

Description	Type

SUBJECT:	Communication from the Waste Management Services Department on the notice of the conclusion of employment for Steven Isenhower, Instrument Control Technician, effective December 31, 2021 with recommendation of approval of payout of $8,825.59 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

Certified List for the position of Waste Water Operator for the City of Waterloo, Iowa Waste Management Services -Public Works Department, as certified by the Civil Service Commission on December 17, 2021.

City Council Meeting: 1/18/2022
Prepared:

ATTACHMENTS:

Description	Type
SUBJECT:	Certified List for the position of Waste Water Operator for the City of Waterloo, Iowa Waste Management Services -Public Works Department, as certified by the Civil Service Commission on December 17, 2021.
Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

Certified List for the position of Bookkeeper/Administrative Assistant for the City of Waterloo, Iowa Housing Authority, as certified by the Civil Service Commission on November 19, 2021.

City Council Meeting: 1/18/2022
Prepared:

ATTACHMENTS:

Description	Type
SUBJECT:	Certified List for the position of Bookkeeper/Administrative Assistant for the City of Waterloo, Iowa Housing Authority, as certified by the Civil Service Commission on November 19, 2021.
Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

Certified List for the position of Police Captain for the City of Waterloo, Iowa Police Department, as certified by the Civil Service Commission on November 5, 2021.

City Council Meeting: 1/18/2022
Prepared:

ATTACHMENTS:

Description	Type
SUBJECT:	Certified List for the position of Police Captain for the City of Waterloo, Iowa Police Department, as certified by the Civil Service Commission on November 5, 2021.
Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

Certified List for the position of Fitness Specialist for the City of Waterloo, Iowa Leisure Services Department, as certified by the Civil Service Commission on November 5, 2021.

City Council Meeting: 1/18/2022
Prepared:

ATTACHMENTS:

Description	Type
SUBJECT:	Certified List for the position of Fitness Specialist for the City of Waterloo, Iowa Leisure Services Department, as certified by the Civil Service Commission on November 5, 2021.
Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

Certified List for the position of Police Lieutenant for the City of Waterloo, Iowa Police Department, as certified by the Civil Service Commission on November 19, 2021.

City Council Meeting: 1/18/2022
Prepared:

ATTACHMENTS:

Description	Type
SUBJECT:	Certified List for the position of Police Lieutenant for the City of Waterloo, Iowa Police Department, as certified by the Civil Service Commission on November 19, 2021.
Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

Planning, Programming and Zoning minutes of November 9, 2021.

City Council Meeting: 1/18/2022
Prepared: 1/5/2022

ATTACHMENTS:

	Description	Type
	minutes	Backup Material

SUBJECT: Planning, Programming and Zoning minutes of November 9, 2021.

Submitted by: Submitted By: Noel Anderson

MINUTES
CITY OF WATERLOO, IOWA
PLANNING, PROGRAMMING, AND ZONING COMMISSION
REGULAR MEETING - 4:00 P.M. NOVEMBER 9, 2021

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: Patrisha Serfling, Sue Flynn, Eric Donat, Cody Leistikow, Brandon Schoborg, Steve Trost, Ali Parrish (arrived at 4:15 pm), and Craig Holdiman.

Members present electronically were: Virginia Wilber.

Members absent were: None.

Others present were: Aric Schroeder, Seth Hyberger, and John Dornoff – Planning Department; and 45 citizens.

Others present electronically: Noel Anderson – Community Planning and Development Director; Jaime Knutson – City Engineer, Felicia Smith-Nails- Neighborhood Services; Jonathan Grieder – City Council Liaison, Dave Boesen – City Council; and Nick Fratzke – INRCOG.

I. Approval of the Agenda

It was moved by Holdiman, seconded by Serfling to approve the agenda combining items C-2 and C-3. Motion carried unanimously.

II. Approval of the Minutes from the regular meeting on October 12, 2021.

It was moved by Flynn, seconded by Schoborg to approve the minutes of August 10, 2021, with the amendment that Flynn arrived at 4:05 pm. Motion carried unanimously.

III. Financial Report September 2021

Anderson reviewed the financial report.

It was moved by Trost, seconded by Holdiman 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-Rezone

1. Request by Terry Gibbs dba B&G Builders to rezone 0.749 acres from "R-2" One and Two-Family Residence District to "M-1" Light Industrial District located adjacent to 517 Rhey Street.

It was moved by Leistikow and seconded by Schoborg 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 Rezone request with the following conditions: 1) that the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, etc. and 2) outside storage will need to be evaluated

for compatibility with the neighboring residential. Dornoff also noted that the applicant is planning to combine all the lots into one large lot.

Holdiman asked what the applicant was planning to do with the lots to which Dornoff answered that there are no specific plans but the applicant was present to answer those questions.

Terry Gibbs, 1900 Westchester Avenue, stated that he has owned the property for many years which just started in the building then started acquiring the lots and the alley from the city. He stated that he used to own B&G Builders building houses but put the construction aside and is currently leasing a portion of the building to a company that recently bought land from the city to build a building so the building will be empty and the applicant does not know what he wants to do with it. The applicant is not sure if he wants to get another renter, sell the property, or maybe put some storage on it. He spoke with a realtor that told him it would be better if all the property was zoned the same and he is being charged commercial on his taxes for the entire property.

Flynn noted that in one of the pictures it looks like there is a fenced area with an abandoned car and because of the residential structures she would hate to see it get junkie to which Gibbs responded that what is in there is a lot of masonry block, a couple of trailers that are licensed, an older truck used for hauling trash which is owned by the renter which will be moved possibly in July of next year. Gibbs further noted that the site is used for construction and there will be equipment needed for construction work.

Flynn asked when a site plan will be presented to which Schroeder stated that the condition is just standard language put on as a condition so that the applicants know that they will need to present a site plan in the future and put them on notice.

Parrish stated that we need to think of the neighborhood as a whole and what is the condition of the residential neighborhood and think about redevelopment down the road and that the proposal goes against the Future Land Use Map and thinking long term is the rezone the best thing for the property and such action may have to be undone in the future. She does not want this to become a problem down the road.

Trost noted that there are other “M-1” properties in the area including one located just a block to the east that is used by Aramark, there is some commercial zoning along Franklin Street/Dubuque Road and “R-3” to the north and west with mostly “R-2” and asked staff if notice was sent out to which Schroeder responded that notice was sent out and notice was sent out to a larger area since the rezoning was originally going to include the former railroad property which was determined to already be zoned “M-1”.

Parrish responded that just because someone in the neighborhood does not care now does not mean that the commission should not care now.

Holdiman stated most of the people in the neighborhood are not homeowners, most of the homes are older and there has been no development in the area for over 50 years so unless an organization such as Habitat goes in nothing is going to happen in that neighborhood to which Parrish responded that she is Habitat and is worried that whatever is done will have to be undone in the future.

Leistikow stated as the Community Development representative he knows that Community Development has spent a lot of money in the Walnut Neighborhood that is not too far away from this area and with all the parcels combined under one it would make redeveloping the area easier.

Gibbs stated he has always tried to be a good neighbor and so long as he owns it he will continue to try to be a good neighbor. Stated he has had talks to the city about this being a Brownfield project although he does not understand what that means however no one has come to him looking to purchase the entire property. He feels that it would be easier for either the city or someone else to take over the property if it was combined into one.

Anderson stated that the city has looked at this site and there is an active business there and it is a very large site with staff viewing it like some of the school building sites that have been redeveloped and with some, it the property already zoned industrial staff did not see a concern with the request at hand to rezone the rest of the property and already look at it as one site. Anderson continued that they continue to look at it and it may be good for some small businesses to go into in the interim and the long run it may be something that is looked at for infill housing.

Donat said it would probably be several years before the property is redeveloped to which Anderson responded that if a developer such as Habitat wanted to come in the city would work with the existing business or businesses to build new or move into an existing building so that the city could continue to have that employment here plus open up new areas for infill housing.

Parrish stated that it also costs money to undo things with the cost of rezoning, hiring a surveyor to replat the process so it is important to know what the ramifications could be.

Holdiman stated it should not be that difficult since the utilities are already there.

Leistikow stated that if all the properties are rezoned and combined into one property that would take care of any issues with the former railroad property.

Wilber stated that the commission does need to look at the long term which goes back to the work that the commission has done with the process with the Comprehensive Plan update and Future Land Use Map and it would be different if the property already was being used as residential or there was a plan to do so.

Trost calls for the vote.

It was moved by Donat, seconded by Serfling to close the public hearing. Motion carried unanimously. The hearing was closed at 4:19 p.m.

It was moved by Holdiman, seconded by Donat to recommend approval of the rezoning request with the following conditions: 1) that the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, etc. and 2) outside storage will need to be evaluated for compatibility with the neighboring residential. Motion carried 8-1 (Parrish voting nay).

B. Special Permits

1. Request by Christ Holiness Apostolic Temple II for a Special Permit for a religious facility in the "C-3" Central Business District at 325 East 4th Street.

Hyberger read the staff report recommending approval of the request.

Donat asked how the location would change to which Hyberger responded that it will not change however they have not had the Special Permit which is required for religious institutions so this will bring them into compliance.

Daniel Johnson, 1143 Longfellow stated that the church has been there for 15 years and is just trying to get some cleaner signing and that they believe in the downtown area and want to support it. They have worked with the owner JSA Development and Nagle Sign to create nice signage.

It was moved by Flynn, seconded by Trost to recommend approval of the Special Permit request. Motion carried unanimously.

C. Plats

1. Request by C 10 Investments LLC for the Final Plat of Schoitz Addition a 4-lot commercial subdivision in the "S-1" Shopping Center District and "R-3" Multiple Residence District located at 2101 Kimball Avenue.

Dornoff read the staff report recommending approval of the request with the condition that a sidewalk be constructed along Acadia Street on the north side of the property.
Flynn asked when the hospital would be demolished and if asbestos has been identified in the building to which Schroeder responded that he was not certain on when the building will be demolished and the developer is working with the city on abatement services although the testing may have already been done.

Schoborg asked about the traffic study that was requested to which Dornoff stated the traffic study was done and the Traffic Department did approve it and Schroeder added that the study indicated that there would not be a significant impact and both the Engineering and Traffic Departments did review the study and there is room in the existing right-of-way for turn lanes but at this time no additional improvements were needed.

Leistikow asked for verification that Lot 4 was set aside for residential and the rest commercial to which Dornoff responded correct.

Flynn wanted it noted that there will be a lot of traffic from 7:20 till 8:00 am and from 2:30 till 3:00 pm.

Parrish asked if there was an idea of what would be going in on the commercial lots and if it would have to return to the commission to which Schroeder responded that they have an agreement for a gas station on Lot 1 and a coffee shop on Lot 2 but is not aware of any plans yet for Lot 3 with Lot 4 set aside for residential but the exact type of residential has not been determined. Schroeder further stated that when the property was rezoned to "S-1" Shopping Center District which is site plan specific however they did present a site plan at that time so unless they change from that plan they would not have to come back to the Commission and the residential area is zoned "R-3" Multiple Residence District and would not require a site plan amendment.

Parrish also asked if there were any design guidelines or considerations with the project to which Schroeder responded that they would be in the Deed of Dedication and Schroeder went over the section of the Deed of Dedication that covers the design.

Flynn asked for clarification on the sidewalk along Acadia Street on where it would be located and if the developer is responsible for putting the sidewalk in to which Schroeder responded that the developer is responsible and it will be on Acadia east of the Hospice House as Lot 4 does have frontage along Acadia Street but noted that the sidewalk would not connect to anything unless a sidewalk infill project takes place to connect the sidewalk west along Acadia Street or north along VanSyoc Drive. Schroeder further noted that when the preliminary plat went through the process that was not identified but the Complete Streets Advisory Committee saw the need in the area and if this section was done it would be easier to justify an infill project to connect it to the rest of the sidewalk network.

It was moved by Trost, seconded by Donat to recommend approval of the final plat request with the condition that a sidewalk be constructed along Acadia Street on the north side of the property. Motion carried unanimously.

2. Request by the City of Waterloo for the Preliminary Plat of West Port a 5-lot commercial subdivision located in the "M-1" Light Industrial District east of 3338 West Airline Highway.

Dornoff read the staff report recommending approval of the 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.

Trost noted that there is already a building on one of the lots to which Dornoff noted there was a separate parcel that was developed that is not showing yet on the aerial map.

Parrish asked what type of businesses would locate at this site to which Schroeder responded that these are similar to the lots developed along Wagner Road that have been very successful in attracting landscaping and contracting businesses.

Flynn asked if there was a lot of interest in these lots to which Schroeder responded that the city has had a lot of interest and anticipates the lots selling quickly and will be looking to additional areas to plat as well.

It was moved by Trost, seconded by Flynn to recommend approval of the preliminary 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.

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

Dornoff read the staff report recommending approval of the 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.

Discussed under item C-2.

It was moved by Trost, seconded by Flynn 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. Sidewalk Vacate

1. Request by Viola Sailor, Glen Moore, and Merville Howard to vacate 274 linear feet of sidewalk in the "R-1" One and Two-Family Residence District on the south side of Gable Street west of Ankeny Street.

Hyberger read the staff report recommending approval of the request.

Schroeder noted that the vacate request is contrary to the Complete Streets Policy however the Complete Streets Advisory Committee did review the project and felt that it was a unique situation and did not oppose the vacate.

Trost noted that he agrees with the vacate as the sidewalk does create a dangerous situation and asked for clarification if the city would now be responsible for the area to which Hyberger responded yes and the sidewalk would become part of Gable Street.

Leistikow noted that the sidewalk was put in before the 1950s and is the worst section of sidewalk in the entire city and wants to ensure the applicants are not responsible for continuing problems with the sidewalk and also asked if the vacate would need to go to City Council or Board of Adjustment but would go to the City Council to which Schroeder responded that it would not need to go to Board of Adjustment and the Street Department will consider the vacated sidewalk as part of the existing street and noted that once the action is taken to the vacate the sidewalk the applicants will no longer be responsible for the maintenance of that sidewalk.

Parrish noted that if the sidewalk is vacated and the street is seal coated over the former sidewalk then the street will go right up to the fence line and could cause damage to the fence now that there will be no barrier between the road and the fence.

Merville Howard, 74 Gable Street stated that he and his wife have lived there since 1978 and responded to Parrish's question by saying that there has never been a problem with the fence and he is the one that plows the street 90% of the time. They also noted that they had to replace 13 panels and some of them are already damaged. He is upset that he ends up paying for a sidewalk that the garbage truck, snow plow, and neighbors drive on and damage.

Holdiman asked if anyone walks on the sidewalk to which Howard answered the only people who do are the residents of homes along Gable Street.

Parrish asked if there was anything that could be done in the future to create a barrier beside the chain-link fence.

Flynn stated that the commission is concerned about the road going right up to the fence to which Howard answered that someone hit the fire hydrant that is outside the fenced area and someone backed into the fence.

Trost noted the easiest way to take care of the issue of someone hitting the fence is to install a curb along the fence line to which Howard answered that he told the mayor that he wanted a curb put in not only to deal with cars hitting the fence but also to deal with drainage issues.

Holdiman noted that with the road being so narrow and being a dead-end street it is doubtful that the street department will do anything.

Howard asked if this would eliminate the previous assessment to which Schroeder responded the Planning commission would say in that but Howard can discuss it with the clerk's office.

It was moved by Leistikow, seconded by Serfling to recommend approval of the vacate request. Motion carried unanimously.

VI. Adjournment

It was moved by Schoborg, seconded by Holdiman, to adjourn the meeting at 5:24 p.m. Motion carried unanimously.

Respectfully submitted,

John Dornoff,
Planner I