THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, REGULAR SESSION TO BE HELD AT Harold E. Getty Council Chambers Tuesday, January 17, 2023 5:30 PM

CITY OF WATERLOO
COMMUNITY VISION PLAN

1. Fly the W: To develop a sense of pride and relationship between residents and the City of Waterloo, and then leverage that pride to communicate the City's attributes to external audiences.
2. Elevate Housing: Redevelop, renovate, or improve 800 residences in Waterloo in eight years by providing access to capital.
3. Celebrate and Connect Neighborhoods: To leverage Waterloo's rich tradition of neighborhoods by celebrating and connecting them with the community and region at large.
4. Waterloo Works: Grow a diverse and skilled workforce in Waterloo that connects people and employers for mutual growth.
5. Crossroads Doubledown: Re-energize Crossroads Mall area into a sports/recreation themed gravitational center.
6. Power Up Downtown: Keep Waterloo's core downtown evolving to meet the needs of future generations, supporting and showcasing arts and cultural opportunities and creating an experience like no other.
7. Sportstown USA: To generate excitement, develop youth, and drive investment and economic impact from year-round visitors.
8. Community of Opportunity: Eliminate barriers that keep Waterloo residents, and the community as a whole, from reaching its true potential, creating an equitable, thriving, and sustainable community for future generations. Waterloo is a Community of Opportunity, where everyone can prosper..

GENERAL RULES FOR PUBLIC PARTICIPATION REGULAR SESSION AGENDA

A. Individuals shall speak one (1) time on only one (1) issue for a maximum of three (3) minutes. During the public comment section of the agenda. The public shall not be required to pre-register to speak during public comment. 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.

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

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

RULES FOR PUBLIC COMMENT SECTION OF THE AGENDA

A. Individuals shall speak one (1) time on only one (1) issue for a maximum of three (3) minutes. During the public comment section of the agenda. The public shall not be required to pre-register to speak during public comment. 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.

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

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

RULES FOR PUBLIC COMMENT DURING PUBLIC HEARINGS

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

RULES FOR PUBLIC COMMENT DURING AGENDA ITEMS

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

Roll Call.

Prayer or Moment of Silence

Pledge of Allegiance

Ray Feuss, Ward 5 Council Member

Agenda, as proposed or amended.

Minutes of January 3, 2023, Regular Session, as proposed.

Proclamation declaring January 16, 2023 as Martin Luther King Jr.'s Birthday.

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 public may speak during the public comment section of the agenda by following the rules listed on the cover page of the agenda.

1. Consent Agenda:

The consent agenda is reserved for routine resolutions and motions, acted upon by roll call vote on a single motion without discussion. Council shall either vote yea or nay when the roll is called. Council members may request that an item be removed from the consent agenda and considered separately. Such request does not require a second. The public shall be prohibited from requesting that items listed on the consent agenda be removed and considered separately. The public may contact council members with questions regarding consent agenda items.

A. Resolution to approve the following:

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

2. Resolution approving the request of Timothy and Elizabeth Graham, for tax exemptions on the construction of a new single-family home valued at $467,852.00, for property located at 1337 Partridge Lane, and located in the City Limits Urban Revitalization Area (CLURA).

   Submitted By: Noel Anderson, Community Planning and Development Director

3. Resolution approving the request of Blake Metz, for tax exemptions on the construction of a new single-family home valued at $475,000.00, for property located at 536 Macallan Lane, and located in the City Limits Urban Revitalization Area (CLURA).

   Submitted By: Noel Anderson, Community Planning and Development Director

4. Resolution approving the request of Steve Hostetler, for tax exemptions on the construction of a new single-family home with basement finish valued at $460,000.00, for property located at 325 Sheridan Road, and located in the City Limits Urban Revitalization Area (CLURA).

   Submitted By: Noel Anderson, Community Planning and Development Director

5. Resolution approving the request by Steege Investments LLC, for tax exemptions on a twin home unit valued at $275,000.00, for property located at 102 Bergen Avenue, and located in the Consolidated Urban Revitalization Area (CURA).

   Submitted By: Noel Anderson, Community Planning and Development Director

6. Resolution approving the request by Steege Investments LLC, for tax exemptions on a twin home unit valued at $300,000.00, for property located at 126 Bergen Avenue, and located in the Consolidated Urban Revitalization Area (CURA).

   Submitted By: Noel Anderson, Community Planning and Development Director

7. Resolution approving the request by Jason Thaw, for tax exemptions on a single-family home valued at $154,400.00, for property located at 225 Newell Street, and located in the Consolidated Urban Revitalization Area (CURA).

   Submitted By: Noel Anderson, Community Planning and Development Director

8. Resolution approving the request by Steege Investments LLC, for tax exemptions on a twin home unit valued at $275,000.00, for property located at 104 Bergen Avenue, and located in the Consolidated Urban Revitalization Area (CURA).

   Submitted By: Noel Anderson, Community Planning and Development Director

9. Resolution supporting submission of a pre-application by Habitat for Humanity and The 415 Walnut Collective, for the Iowa Community Catalyst Building Remediation program, to renovate buildings located at 415 Walnut Street, Waterloo, Iowa.

   Submitted By: Noel Anderson, Community Planning and Development Director

10. Resolution approving a request by the City of Waterloo to name a private street Mission Circle, generally located north of Lakeside Street, east of East 4th Street.

    Submitted By: Aric Schroeder, City Planner

11. Resolution accepting a U.S. Department of Justice, Northern and Middle States Rural Law Enforcement Training and Technical Assistance Grant, in the amount of $68,000.00.

    Submitted By: Aaron P. McClelland, Police Captain

12. Cancellation of assessment for 232 Ricker Street in the amount of $306.27, and 137 Hope Avenue in the amount of $316.87, and authorize City Clerk to notify Black Hawk County Treasurer of said cancellation.

    Submitted By: Kelley Felchle, City Clerk

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

   a. **Jacob Geller, Natural Resources Technician and Todd Derifield, Park Superintendent**

   Class/Meeting: Shade Tree Short Course

   Destination: Ames, IA

   Dates: February 22-23, 2023

   Amount not to exceed: $650.00

   b. **Caleb Christiansen, Police Officer**

   Class/Meeting: FBI Basic Crisis Negotiation Training

   Destination: Des Moines, IA

   Dates: 1/23-27/2023

   Amount not to exceed: $420.00

   c. **Dana Jackson, Housing Inspector/Maintenance Supervisor**

   Class/Meeting: NSPIRE Get Ready Series

   Destination: Chicago, IL

   Dates: February 13-15, 2023

   Amount not to exceed: $1,175.00

2. Recommendation of appointment of Andrew Widdel from the Civil Service List to the position of Garage Mechanic, at the Public Works Central Garage Department, effective January 23, 2023, pending pre-employment physical and drug testing.

   Submitted By: Randy Bennett, Public Works Division Manager

3. Motion to approve Tobacco License for Mersim's Grocery, located at 3025 Kimball Avenue.

   Submitted By: Kelley Felchle, City Clerk

PUBLIC HEARINGS

2. Nomination of the Friedl Bakery Building, located at 302 Commercial Street, to the National Register of Historic Places.

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.
Resolution to support, approve and authorize submittal of the nomination of the Friedl Bakery Building, located at 302 Commercial Street, to the National Register of Historic Places, and authorizing the Mayor and City Clerk to execute said documents.

Submitted By: Noel Anderson, Community Planning and Development Director

3. Request by Mann Road Storage, LLC for a rezone of approximately 0.32 acres from "R-1" One and Two Family Residence District to "C-2" Commercial District for a new storage facility at the former K-Mart site located adjacent to 3810 University Avenue.

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close the hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a request by Mann Road Storage, LLC for a

rezone of approximately 0.32 acres from "R-1" One and Two Family Residence District to "C-2" Commercial District for a new storage facility at the former K-Mart site located adjacent to 3810 University Avenue.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt the ordinance.

Submitted By: Noel Anderson, Community Planning and Development Director

4. **Request by Downing Construction, on behalf of Smith Family Dentistry, for a Site Plan Amendment to construct a new 7,407 square foot dentist office in the "R-4, R-P" Planned Residence District, located east of 4020 Bankers Boulevard.**

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close public hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider and pass for the first time an Ordinance amendment to 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 request by Downing Construction, on behalf of Smith Family Dentistry, to construct a new 7,407 square foot dentist office in the "R-4, R-P" Planned Residence District, located east of 4020 Bankers Boulevard.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt ordinance.

Submitted By: Noel Anderson, Community Planning and Development Director

5. **Request by C10 Investments, LLC, to vacate a utility easement adjacent to the Ridgeway Avenue right-of-way located east of 115 East Ridgeway Avenue, in the "S-1" Shopping Center District.**

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments, and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider and pass for the first time an ordinance approving a request by C10 Investments, LLC, to vacate a utility easement adjacent to the Ridgeway Avenue right-of-way located east of 115 East Ridgeway Avenue, in the "S-1" Shopping Center District, subject to the existing storm sewer being relocated within the right-of-way of East Ridgeway Avenue, and an agreement being approved for the work to relocate the sewer.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt the ordinance.

Submitted By: Noel Anderson, Community Planning and Development Director

RESOLUTIONS

6. Resolution approving a Consolidated Public Safety Communications 28E Agreement with Black Hawk County, City of Cedar Falls, City of Evansdale, City of Hudson, City of La Porte City, City of Dunkerton, and City of Gilbertville, for the purposes of coordinating the professional dispatching of public safety services in Black Hawk County, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Mayor Quentin Hart

7. Resolution approving a Development Agreement with Habitat for Humanity and The 415 Walnut Collective, for the rehabilitation of three residential units, located at 415 Walnut Street, approving a Development Grant in the amount of $5,000.00 per unit, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

8. Resolution approving a Professional Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, in an amount not to exceed 126,500.00, for a Traffic Impact Study located at Ansborough Avenue and Highway 20 for the South Waterloo Business Park, and authorizing the Mayor to execute said document.

Submitted By: Jamie Knutson, PE, City Engineer

9. Resolution approving a Cost-Share Agreement with Gearhart Moore Holdings, LLC, for Terracon Consultants, Inc., to perform testing in the former Rath Administration Building, located at 1515 Sycamore Street, in an amount not to exceed $16,000.00, with the City reimbursing Gearhart Moore Holdings for 50 percent of costs actually incurred, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

10. Resolution approving an amendment to a Real Estate Purchase Agreement with Black Hawk Machinery Sales, Inc., originally approved by City Council on July 5, 2022, for the acquisition of the former Alstadt Langlas building and properties, amending the date of closing to occur on or before March 15, 2023, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

11. Resolution approving FY 2023 Professional Services Agreement payment to Grow Cedar Valley, in the amount of $69,687.50, for incentives and semi-annual performance pay, and authorizing the Mayor and City Clerk to execute said documents.

Submitted By: Noel Anderson, Community Planning and Development Director

ORDINANCES

12. An ordinance rescinding Ordinance No. 3069, an ordinance granting permission to Schoitz Memorial Hospital to construct and maintain a service tunnel below and across Ridgeway Avenue.

Motion to receive, file, consider, and pass for the first time an ordinance rescinding Ordinance No. 3069, an ordinance granting permission to Schoitz Memorial Hospital to construct and maintain a service tunnel below and across Ridgeway Avenue.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt said ordinance.

Submitted By: Noel Anderson, Community Planning and Development Director

13. An Ordinance Repealing and Replacing The City of Waterloo Fireworks Ordinance

Motion to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances by repealing Section 13, Fireworks, of Chapter 2, General Offenses, Title 5, Police Regulations, and enacting in lieu thereof a new Section 13, Fireworks.
Motion to suspend the rules.
Motion to receive, file, consider, and pass for the second and third times and adopt said ordinance.

Submitted By:Martin Petersen, City Attorney

14. An ordinance amending the City of Waterloo Code of Ordinances by repealing Title 5, Police Regulations, Chapter 1 Animal Control, and enacting in lieu thereof, a new Title 5, Police Regulation, Chapter 1 Animal Control.

Motion to receive, file, consider, and pass for the first time an ordinance amending the City of

Waterloo Code of Ordinances by repealing Title 5, Police Regulations, Chapter 1 Animal Control, and Article A, Dogs and Cats, and enacting in lieu thereof, a new Title 5, Police Regulation, Chapter 1 Animal Control and Article A, Dogs and Cats.
Motion to suspend the rules.
Motion to receive, file, consider, and pass for the second and third times and adopt said ordinance.

Submitted By: Randy Bennett, Public Works Division Manager

OTHER COUNCIL BUSINESS

15. Hearing on Order Assessing Civil Penalty to XO Liquor, 428 Franklin Street, Waterloo, Iowa 50703, for sale of tobacco to minor violation-first offense.

Motion to open hearing Assessing Civil Penalty.
HOLD HEARING.
Motion to close Hearing Assessing Civil Penalty.
Resolution approving Order Assessing Civil Penalty, in the amount of $300.00 to XO Liquor, 428 Franklin Street, Waterloo, Iowa, for sale of tobacco to minor violation-first offense.

Submitted By: Martin M. Petersen, City Attorney

16. Resolution approving Animal Control Services Fee Schedule.

Submitted By: Randy Bennett, Public Works Division Manager

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. Historic Preservation Commission minutes of October 18, 2022.

2. Historic Preservation Commission special meeting of November 18, 2022.

CITY OF WATERLOO

Council Communication

Minutes of January 3, 2023, Regular Session, as proposed.

City Council Meeting: 1/17/2023
Prepared:

ATTACHMENTS:

	Description	Type
	Minutes of 1/3/2023	Backup Material

Submitted by: Submitted By:

January 3, 2023

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 Tuesday, January 3, 2023. Mayor Quentin Hart in the Chair. Roll Call: Boesen, Nichols, Amos, Grieder, Wilder and Feuss, joined the meeting. Absent: Chiles.

Prayer or Moment of Silence.

Pledge of Allegiance: Jerome Amos, Ward 4 Council Member

101130 - Feuss/Wilder

that the Agenda, as amended, to add $44,800.00 to the amount not to exceed in Resolution No. 9; and the removal of Items 1.A.17 and 1.B.4 from the Consent Agenda, for further discussion, for the Regular Session on Tuesday, January 3, 2023, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Six. Motion carried.

101131 - Feuss/Wilder

that the Minutes, as proposed, for the Regular Session on Monday, December 19, 2022at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Six. Motion carried.

Recognition of Waterloo Youth City Council.

PUBLIC COMMENTS

Mr. Grieder thanked everyone's efforts with the Youth City Council.

Ms. Wilder announced the next date of her ward meeting. She also shared that it was her, Mr. Nichols, and Mr. Chiles's anniversary as a council member.

Mr. Amos shared a few words about his service as a city council member and that he would be resigning effective tomorrow.

Mayor Hart recognized Mr. Amos for his service on city council.

101132 - Feuss/Wilder

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

CONSENT AGENDA

101133 - Feuss/Wilder

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, 2023, in the amount of $6,194,935.99, 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. 2023-001.

2. Resolution accepting Anti-Heroin COPS Grant funds as a sub-recipient from the Governor's Office of Drug Control Policy, in the amount of $7,000.00, with no matching funds required, to provide overtime funds to assist in mid and high level heroin investigations, and authorizing the Mayor and Chief of Police to execute said document.

   Resolution adopted and upon approval by Mayor assigned No. 2023-002.

3. Resolution approving submission of Pauline R. Barrett Charitable Foundation Grant application in the amount of $500,000.00 for the Transforming Gates and Byrnes Parks Project.

Resolution adopted and upon approval by Mayor assigned No. 2023-003.

4. Resolution awarding bid to Lodge Construction, Inc., of Clarksville, Iowa, in the amount of $523,353.00, in conjunction with the South Street and West 9th Street Mini-Roundabout, Iowa DOT Grant Project No. CS-TSF-8155(777)- -85-07, approving the contract, bond and certificate of insurance, and authorizing the Mayor to execute said document.

   Resolution adopted and upon approval by Mayor assigned No. 2023-004.

5. Resolution approving Acknowledgment/Settlement Agreement-First Violation for Hy-Vee Food Store No. 2, 2221 Logan Avenue, Waterloo, Iowa 50703, Tobacco Violation, and accepting check for civil penalty of $300.00.

   Resolution adopted and upon approval by Mayor assigned No. 2023-005.

6. Motion to approve Final Quantity Summary, in conjunction with the FY 2023 Levee Rip Rap Spraying, Contract No. 1065, and authorizing the Mayor and City Clerk to execute said document.

7. Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Landmark Turf Services, LLC., of Dunkerton, Iowa, in the amount of $48,142.00, in conjunction with the FY 2023 Levee Rip Rap Spraying, Contract No. 1065, and receive and file a two-year maintenance bond.

   Resolution adopted and upon approval by Mayor assigned No. 2023-006.

8. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new twin home unit valued at $130,000.00, for property located at 4302 Mourning Dove Drive, and located in the City Limits Urban Revitalization Area (CLURA).

   Resolution adopted and upon approval by Mayor assigned No. 2023-007.

9. Resolution approving the request of Robson Homes Inc, for tax exemptions on the construction of a new twin home unit valued at $130,000.00, for property located at 4332 Mourning Dove Drive, and located in the City Limits Urban Revitalization Area (CLURA).

   Resolution adopted and upon approval by Mayor assigned No. 2023-008.

10. Resolution approving the request of Robson Homes Inc, for tax exemptions on the construction of a new twin home unit valued at $130,000.00, for property located at 4232 Mourning Dove Drive, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2023-009.

11. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new twin home unit valued at $130,000.00, for property located at 4230 Mourning Dove Drive, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2023-010.

12. Resolution approving the request of Robson Homes Inc, for tax exemptions on the construction of a new twin home unit valued at $130,000.00, for property located at 4320 Mourning Dove Drive, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2023-011.

13. Resolution approving the request of Robson Homes Inc, for tax exemptions on the construction of a new twin home unit valued at $130,000.00, for property located at 4322 Mourning Dove Drive, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2023-012.

14. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new twin home unit valued at $130,000.00, for property located at 4310 Mourning Dove Drive, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2023-013.

15. Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new twin home unit valued at $130,000.00, for property located at 4312 Mourning Dove Drive, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2023-014.

16. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as January 19, 2023 and date of public hearing as February 6, 2023, in conjunction with Asbestos Abatement Services, Contract No. AB-2023-02-04P, for properties located at 1804 E. 4th Street, 207 Lafayette Street, 208 Sunnyside Avenue, and 637 Ankeny Street, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2023-015.

~~17. Resolution setting a date of public hearing as January 17, 2023 to support, approve and authorize submittal of the nomination of the Friedl Bakery Building, located at 302 Commercial Street, to the National Register of Historic Places, and authorize the Mayor and City Clerk to execute said documents.~~

    ~~Resolution adopted and upon approval by Mayor assigned No. 2023-~~

18. Resolution setting date of public hearing as January 17, 2023, to approve a Site Plan Amendment request by Downing Construction, on behalf of Smith Family Dentistry, to construct a new 7,407 square foot dentist office in the “R-4, R-P” Planned Residence District, located east of 4020 Bankers Boulevard, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2023-016.

19. Resolution setting date of public hearing as January 17, 2023, to approve the request by Mann Road Storage, LLC for a rezone of approximately 0.32 acres from “R-1” One and Two Family Residence District to “C-2” Commercial District for a new storage facility, at the former K-Mart site, located adjacent to 3810 University Avenue, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2023-017.

20. Resolution setting date of public hearing as January 17, 2023 to approve the request by C10 Investments, LLC, to vacate a utility easement adjacent to the Ridgeway Avenue right-of-way located east of 115 East Ridgeway Avenue, in the “S-1” Shopping Center District, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2023-018.

b. Motion to approve the following:

1.

Travel Requests				
Name & Title of Personnel	Class/Meeting	Destination	Date(s)	Amount not to Exceed
a. Rebecca Johnson, Human Rights Specialist and Nancy Culpepper, Human Rights Administrative Secretary	NCRA Just Economy Conference 2023	Washington D.C.	March 28-30, 2023	$3,820.00

b.	Jennifer McGee, Bookkeeper/Administrative Asst., Beverly Cosby, Housing Coordinator, Senada Muhic, Housing Coordinator, Wanda Dorris, Housing Coordinator, Dana Jackson, Housing Inspector, Rick Kirby, Ridgeway Towers Maintenance	Mental Health One Day Training	West Des Moines, IA	January 19, 2023	$480.00
c.	Bob Jorgensen, Golf Superintendent, and Vacant Golf Superintendent Position	2023 Turfgrass Conference	Des Moines, IA	February 14-16, 2023	$470.00
d.	Dennis Gentz, PE, Assistant City Engineer	Iowa Concrete Paving Association (ICPA) Annual Workshop	Des Moines, IA	February 1-3, 2023	$507.60
e.	Noel Anderson, Community Planning & Development Director and Jamie Knutson, City Engineer	Prospect presentation	Atlanta, GA	October 10-11, 2022	$2,805.00 (amended)
f.	Nathan Hinders, Firefighter	Paramedic School, Kirkwood College	Cedar Rapids, IA	January 17, 2023 through May 8, 2024	$14,012.50
g.	Jacob Helgeson, Firefighter	Paramedic School - Hawkeye Community College	Waterloo, IA	August 22, 2022 - July 2023	$12,000.00

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

Appointee	Board/Commission	Expiration Date	New or Re-Appointment
Star Rupe	Main Street Waterloo Redevelopment Authority	December 31, 2023	New
Jeanne Miller	Main Street Waterloo Redevelopment Authority	December 31, 2023	New
Zach Hansen	Main Street Waterloo Redevelopment Authority	December 31, 2023	Re-Appointment
Brandon Alvarado	Main Street Waterloo Redevelopment Authority	December 31, 2023	Re-Appointment
Michael Huisman	Main Street Waterloo Redevelopment Authority	December 31, 2023	Re-Appointment
Nick Hedrick	Main Street Waterloo Redevelopment Authority	December 31, 2023	Re-Appointment
Brendon Wagner	Main Street Waterloo Redevelopment Authority	December 31, 2023	Re-Appointment

3. Motion approving Recycling Yard License Applications as listed in Exhibit A.

4. ~~Motion to deny Recycling Yard License Applications as listed in Exhibit A~~.

5. Motion to approve the appointment of Dejana Van Gundy to the position of Records Clerk II in the Police Department, effective January 4, 2022.

Roll call vote-Ayes: Six. Motion carried.

101134 - Feuss/Boesen

1.A.17 Resolution setting a date of public hearing as January 17, 2023 to support, approve and authorize submittal of the nomination of the Friedl Bakery Building, located at 302 Commercial Street, to the National Register of Historic Places, and authorize the Mayor and City Clerk to execute said documents. Roll call vote-Ayes: Six. Motion carried.

David Dryer, 3145 W. 4th Street, questioned where this building is located.

Mayor Hart explained the location of the property.

Resolution adopted and upon approval by Mayor assigned No. 2023-019.

101135 - Boesen/Feuss

1.B.4. Motion to deny Recycling Yard License Applications as listed in Exhibit A. Roll call vote-Ayes: Six. Motion carried.

Mr. Boesen questioned what happens when the license is denied.

Noel Anderson, Community Planning and Development Director, explained the denial.

PUBLIC HEARINGS

101136 - Feuss/Grieder

that proof of publication of notice of public hearing on Logan Avenue (US 63) from Donald Street to Newell Street Traffic Adaptive System, Iowa DOT Grant Project No. ICAAP-SWAP-8155(781)--SH-07., as published in the Waterloo Courier on December 27, 2022, be received and placed on file. Voice vote-Ayes: Six. Motion carried.

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

101137 - Feuss/Grieder

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

101138 - Feuss/Grieder

that "Resolution approving plans, specifications, forms of contract, etc., and authorizing to proceed", be adopted. Roll-call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2023-020.

101139 - Feuss/Grieder

Motion to receive and file and instruct City Clerk to read bids.

Bidder	Total Bid Amount
K&W Electric, Inc.	$162,450.00
Voltmer, Inc.	$196,463.00
Price Industrial Electric, Inc.	$278,500.00

Voice vote-Ayes: Six. Motion carried.

101140 - Feuss/Grieder

that "Resolution awarding bid to KW Electric of Cedar Falls, Iowa in the amount of $162,450.00, in conjunction with the Logan Avenue (US 63) from Donald Street to Newell Street Traffic Adaptive System, Iowa DOT Grant Project No. ICAAP-SWAP-8155(781)--SH-07, approving the contract, bond and certificate of insurance, and authorizing the Mayor to execute said documents", be adopted. Roll-call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2023-021.

RESOLUTIONS

101141 - Feuss/Nichols

that "~~Resolution directing filling Ward 4 City Council vacancy by appointment~~", be adopted.

Todd Obadal, 124 Amity Drive, commented that he supports the idea of holding a special election and suggested that council was suppressing the citizen's right to vote on the matter. Mayor Hart took exception to some of Mr. Obadal's comments. An exchange between the two took place before the Mayor motioned for the Chief of Police to escort Mr. Obadal from council chambers.

Lawrence Marshall, 1024 Mobile Street, commented that he stands in agreement with however the council votes.

Beverly Cosby, 315 Wendell Court, commented that they want a leader that is qualified and knows what the 4th Ward need. She is in favor or a special election.

Mayor Hart commented on the Democratic Process.

Roll call vote-Ayes: Six. Motion carried.

101142 - Feuss/Grieder

To amend by calling for a special election to be held on March 7th. Roll call vote-Ayes: Six. Motion carried.

Mr. Amos commented that he is vacating this position but he is concerned about the cost about holding the election and that nobody will be in position until March. He commented that he does not believe this is an appropriate direction. He further expressed that he believes people did not fully understand why they were signing the petition.

Mr. Boesen commented that at this point he is in favor of holding a special election.

Mr. Nichols shared that Mr. Nichols and Mr. Boesen will fill in to represent Ward 4 during the vacancy.

Resolution adopted and upon approval by Mayor assigned No. 2023-022.

101143 - Boesen/Nichols

that "Resolution approving a request by Big Hand Pepper, LLC for the Final Plat of Edison Addition, a 32-lot residential subdivision in the "R-1,R-P" Planned Residence District and "C-P" Planned Commercial District located west of 420 Harwood Avenue", be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2023-023.

101144 - Boesen/Nichols

that "Resolution approving an Acquisition Contract with Hawkeye Community Foundation, Inc., to acquire 1.72 acres of right-of-way and approving a temporary easement agreement for 1.33 acres, in the amount of $4,009.71, and up to $1,000.00 in closing costs, located east 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: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2023-024.

101145 - Boesen/Nichols

that "Resolution approving Study Proposal with InVision Architecture for the study of the Waterloo Center for the Arts building, for potential space sharing with Waterloo Community Playhouse, in the amount of $17,500.00, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll call vote-Ayes: Six. Motion carried.

David Dryer, 3145 W. 4th Street, questioned why the individual in charge of the Center for the Arts is not doing this study.

Noel Anderson, Community Planning and Development Director, provided an overview of the item and explained that the potential renovations require the expertise of an architect and engineer.

Resolution adopted and upon approval by Mayor assigned No. 2023-025.

101146 - Grieder/Wilder

that "Resolution approving an Amendment to a Development Agreement with Arts Mall Properties, LLC, adding wording to allow access to the building through City-owned property, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2023-026.

101147 - Grieder/Wilder

that "Resolution approving an Amendment to a Development and Minimum Assessment Agreement with Gray Transportation, Inc., for the addition of five (5) years at 75 percent tax rebates, due to additional improvements at the site for drainage, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2023-027.

101148 - Grieder/Wilder

that "Resolution approving Supplemental Agreement No. 7 to a Professional Services Agreement with Wayne Claassen Engineering and Surveying, Inc., of Waterloo, Iowa, originally executed October 10, 2016, in an amount not to exceed $44,800.00, in conjunction with the FY 2017 Hammond Avenue Bridge Replacement Over Sink Creek Project, Contract No. 922, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2023-028.

101149 - Nichols/Wilder

that "Resolution approving Addendum No. 1 to a Professional Services Agreement with Robinson Engineering Company of Independence, Iowa, originally executed April 5, 2021, in an amount not to exceed $99,050.00, in conjunction with the FY 2022 North Crossing Area Study, Contract No. 1050, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2023-029.

101150 - Nichols/Wilder

that "Resolution approving a Software Service Agreement with Tyler Technologies, Inc., for Tyler Time and Attendance Software (ExecuTime), in an amount not to exceed $88,300.00, and authorizing the Mayor to execute said documents", be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2023-030.

101151 - Nichols/Wilder

that "Resolution approving changes to the City Credit Card Policy, effective January 4, 2023", be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2023-031.

101152 - Nichols/Wilder

that "Resolution approving a Professional Services Agreement with Magellan Advisors, LLC, in an amount not to exceed $949,000.00, for project and construction management and inspections services for the fiber backbone and fiber-to-the-home network project implementation in 2023, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Six. Motion carried.

Mr. Grieder expressed is support of the item.

Resolution adopted and upon approval by Mayor assigned No. 2023-032.

ORDINANCES

101153 - Amos/Wilder

that "an ordinance amending the City of Waterloo Code of Ordinances by repealing Section 2, Municipal Seal, of Chapter 2, Municipal Charter and Seal, Title 1, Administration, and enacting in lieu thereof a new Section 2, City Seal and Logo", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Six. Motion carried.

Forest Dillavou, 1725 Huntington Road, commented that he is concerned about the timing and cost of this expense.

101154 - Amos/Wilder

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

101155 - Amos/Wilder

that "an ordinance amending the City of Waterloo Code of Ordinances by repealing Section 2, Municipal Seal, of Chapter 2, Municipal Charter and Seal, Title 1, Administration, and enacting in lieu thereof a new Section 2, City Seal and Logo", be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Six. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5678.

ADJOURNMENT

101156 - Grieder/Amos

that the Council adjourn at 6:25 p.m. Voice vote-Ayes: Six. Motion carried.

_____
Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Proclamation declaring January 16, 2023 as Martin Luther King Jr.'s Birthday.

City Council Meeting: 1/17/2023
Prepared: 1/11/2023

ATTACHMENTS:

	Description	Type
	MLK Proclamation	Backup Material

Submitted by: Submitted By: Quentin Hart, Mayor

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 16, 2023, 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 17th day of January 2023.

ATTEST:

CITY OF WATERLOO — IOWA

Kelley Felchle
Kelley Felchle
City Clerk

Quentin Hart
Quentin Hart
Mayor

CITY OF WATERLOO

Council Communication

Resolution approving the request of Timothy and Elizabeth Graham, for tax exemptions on the construction of a new single-family home valued at $467,852.00, for property located at 1337 Partridge Lane, and located in the City Limits Urban Revitalization Area (CLURA).

City Council Meeting: 1/17/2023
Prepared: 1/3/2023

ATTACHMENTS:

Description	Type
CLURA 1337 Partridge Ln Form	Backup Material
CLURA 1337 Partridge Ln Map	Backup Material

SUBJECT:	Resolution approving the request of Timothy and Elizabeth Graham, for tax exemptions on the construction of a new single-family home valued at $467,852.00, for property located at 1337 Partridge Lane, and located in the City Limits Urban Revitalization Area (CLURA).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Audubon Heights 7th Addition Lot 30

CITY LIMITS URBAN REVITALIZATION APPLICATION

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

RECEIVED
DEC 30 2022
pm

The City Limits Urban Revitalization Area (CLURA) allows property tax exemptions for newly constructed one or two family dwellings (single family homes or duplex/twin homes) that meet the following criteria:

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

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

NAME: Timothy Graham Elizabeth Graham **SIGNATURE:** Elizabeth Graham

ADDRESS: 1337 Partridge Ln.

TELEPHONE: 319-505-0487 **DATE:** 12-30-2022

A. What is the *Address* of the property being improved? 1337 Partridge Ln

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

Audubon Heights 7th Addition Lot 30

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

Single family new construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 2022-9700 Date permit was issued: 7/19/22 Total permit(s) valuation: 209,337

D. What was the cost of the new construction? $467,852

E. Estimated or actual date of completion of this new construction? 12/22/22

CITY OF WATERLOO

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

BLACK HAWK COUNTY ASSESSOR

_____ APPROVED DATED: _____

_____ DENIED

_____
Tami McFarland
Black Hawk County Assessor

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

PARTRIDGE LN

CITY OF WATERLOO

Council Communication

Resolution approving the request of Blake Metz, for tax exemptions on the construction of a new single-family home valued at $475,000.00, for property located at 536 Macallan Lane, and located in the City Limits Urban Revitalization Area (CLURA).

City Council Meeting: 1/17/2023
Prepared: 1/3/2023

ATTACHMENTS:

Description	Type
CLURA 536 Macallan Lane Form	Backup Material
CLURA 536 Macallan Lane Map	Backup Material

SUBJECT:	Resolution approving the request of Blake Metz, for tax exemptions on the construction of a new single-family home valued at $475,000.00, for property located at 536 Macallan Lane, and located in the City Limits Urban Revitalization Area (CLURA).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Pine Meadows Addition Lot 6

For Office Use Only

Date Received: 12-29-22
Received by: DM
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

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

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

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

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

NAME: Blake Metz
SIGNATURE: [signature]
ADDRESS: 536 Macallan Lane
EMAIL: bametz@gmail.com
TELEPHONE: 319-415-5890
DATE: Dec. 29 2022

A. What is the *Address* of the property being improved? 536 Macallan Lane, Waterloo, IA 50701

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

Pine Meadows Addition lot 6

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

New Construction on Empty Lot

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-13626 Date permit was issued: 10/29/20 Total permit(s) valuation: $475,000

D. What was the cost of the new construction? $475,000

E. Estimated or actual date of completion of this new construction? Nov 1 2021

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

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

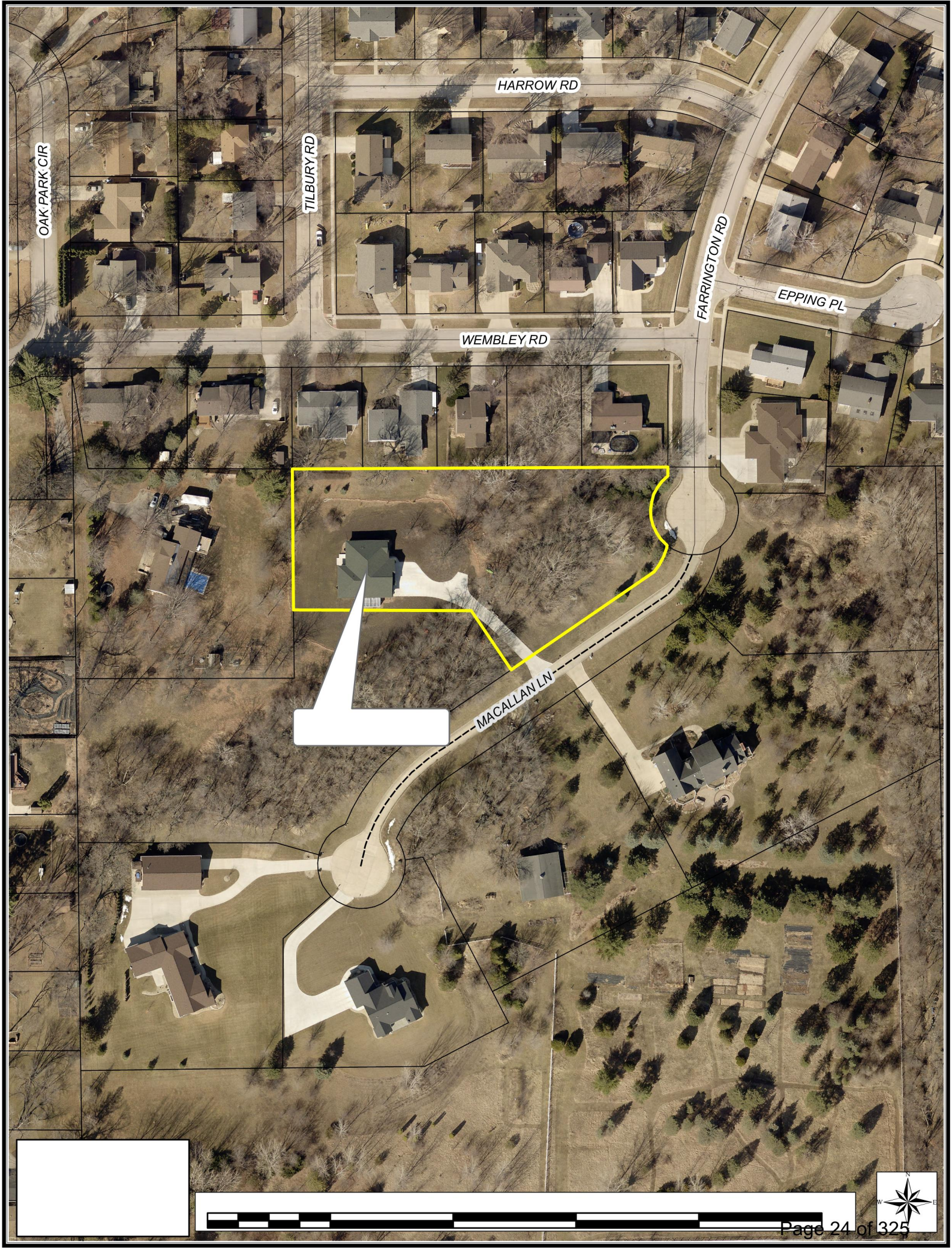
_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor


HARROW RD
OAK PARK CIR
TILBURY RD
FARRINGTON RD
EPPING PL
WEMBLEY RD
MACALLAN LN

CITY OF WATERLOO

Council Communication

Resolution approving the request of Steve Hostetler, for tax exemptions on the construction of a new single-family home with basement finish valued at $460,000.00, for property located at 325 Sheridan Road, and located in the City Limits Urban Revitalization Area (CLURA).

City Council Meeting: 1/17/2023
Prepared: 1/3/2023

ATTACHMENTS:

Description	Type
CLURA 325 Sheridan Rd Form	Backup Material
CLURA 325 Sheridan Rd Map	Backup Material

SUBJECT:	Resolution approving the request of Steve Hostetler, for tax exemptions on the construction of a new single-family home with basement finish valued at $460,000.00, for property located at 325 Sheridan Road, and located in the City Limits Urban Revitalization Area (CLURA).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Lot 144 Prospect Hills Addition and part of west 20 feet of Lot 126

CITY LIMITS URBAN REVITALIZATION APPLICATION

RECEIVED JAN 3 2022 PM

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

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

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

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

NAME: Steve Hostetler **SIGNATURE:** Steve R. Hostetler

ADDRESS: 7811 Moline Rd **EMAIL:** hossbuilders@gmail.com

TELEPHONE: 319-464-5419 **DATE:** 12/29/2022

A. What is the *Address* of the property being improved? 325 Sheridan Rd.

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

Lot 144 Prospect Hills Addition & part of West 20 Feet of Lot 126 Parcel # 8913-34-378-034

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

New single family home w/ Basement finish

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 22-7796 22-16909 Date permit was issued: 6/6/22 12/1/22 Total permit(s) valuation: $375K $22,000

D. What was the cost of the new construction? 425K $460,000

E. Estimated or actual date of completion of this new construction? March 1st 2023

CITY OF WATERLOO

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

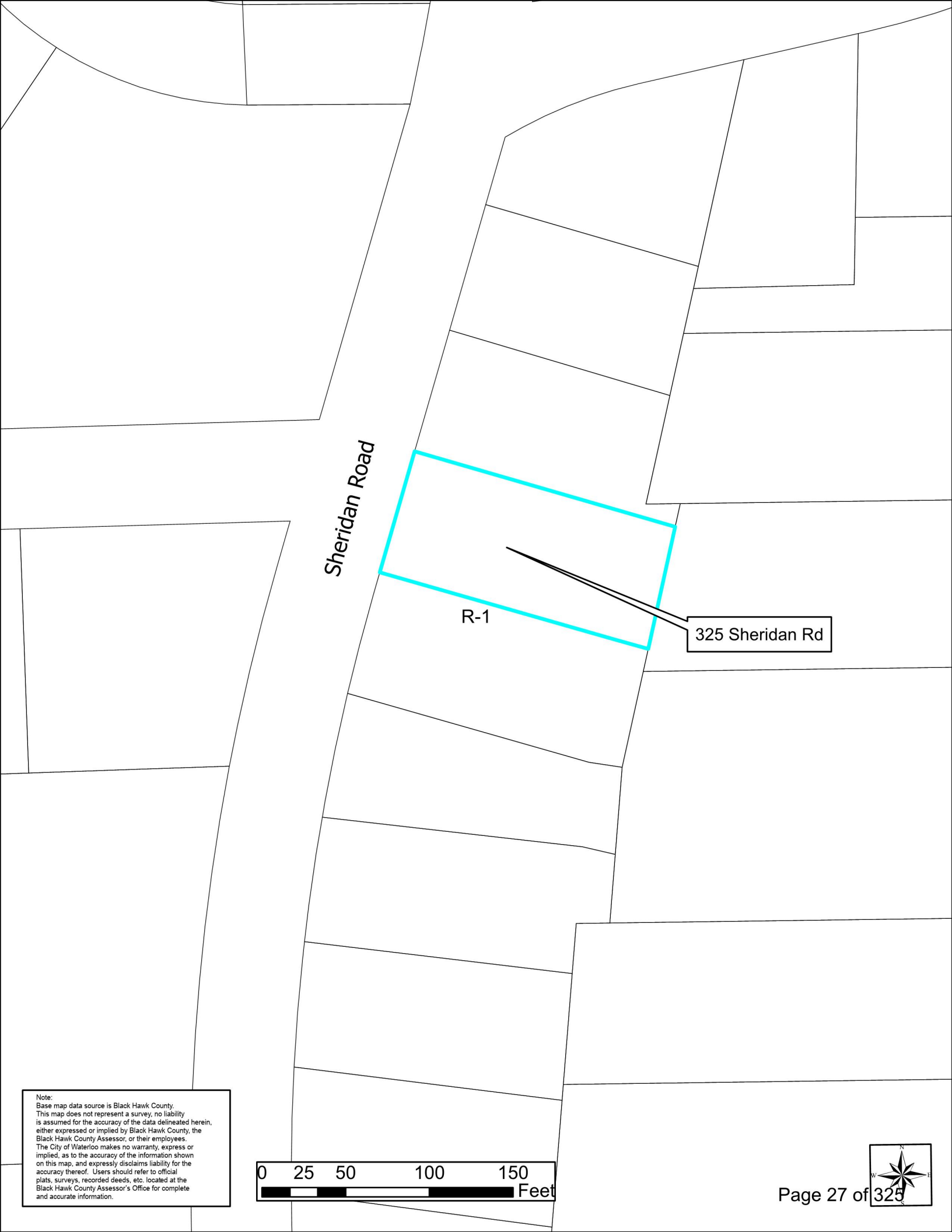
BLACK HAWK COUNTY ASSESSOR

_____ APPROVED DATED: _____

_____ DENIED

T.J. Koenigsfeld
Black Hawk County Assessor

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



Note:
Base map data source is Black Hawk County.
This map does not represent a survey, no liability is assumed for the accuracy of the data delineated herein, either expressed or implied by Black Hawk County, the Black Hawk County Assessor, or their employees. The City of Waterloo makes no warranty, express or implied, as to the accuracy of the information shown on this map, and expressly disclaims liability for the accuracy thereof. Users should refer to official plats, surveys, recorded deeds, etc. located at the Black Hawk County Assessor's Office for complete and accurate information.

CITY OF WATERLOO

Council Communication

Resolution approving the request by Steege Investments LLC, for tax exemptions on a twin home unit valued at $275,000.00, for property located at 102 Bergen Avenue, and located in the Consolidated Urban Revitalization Area (CURA).

City Council Meeting: 1/17/2023
Prepared: 1/3/2023

ATTACHMENTS:

	Description	Type
	CURA 102 Bergen Dr Form	Backup Material
	CURA 102 Bergen Dr Map	Backup Material

SUBJECT:	Resolution approving the request by Steege Investments LLC, for tax exemptions on a twin home unit valued at $275,000.00, for property located at 102 Bergen Avenue, and located in the Consolidated Urban Revitalization Area (CURA).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Gardner Addition Condominiums Bldg 11 Unit B

For Office Use Only	
Date Received:	12-29-22
Received by:	CB
Staff to make a copy for applicant	

CONSOLIDATED URBAN REVITALIZATION AREA

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

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

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

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

NAME: Steege Investments LLC **SIGNATURE:** [signature]
ADDRESS: 2601 Easton Ave, Waverly **EMAIL:** office@steegeco.com
TELEPHONE: 319-240-3492 **DATE:** 12-28-22

A. What is the *Address* of the property being improved? 102 Bergen Drive, Waterloo

What is the *Legal Description* of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)?
Building 11, Gardner Addition, Waterloo

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

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

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

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

D. City of Waterloo Building and Inspections Department Information:

Permit Number: 2021-0000 7169 Date permit was issued: 4-2021 Total permit(s) valuation: 275,000

E. What was the cost of the improvement? 275,000

F. Estimated or actual date of completion of these improvements? 11-2022

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

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

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

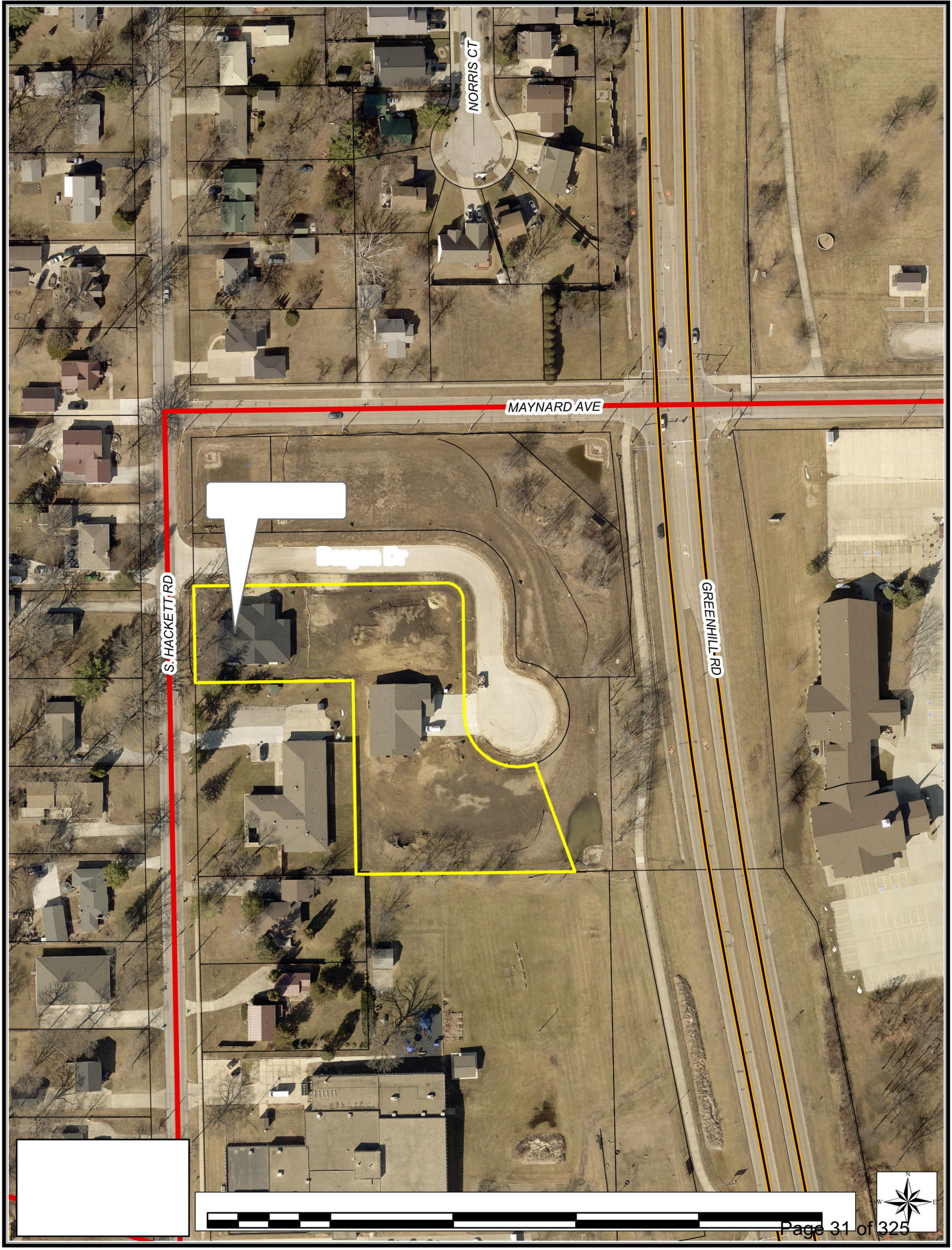
_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor


NORRIS CT
MAYNARD AVE
S. HACKETT RD
GREENHILL RD

CITY OF WATERLOO

Council Communication

Resolution approving the request by Steege Investments LLC, for tax exemptions on a twin home unit valued at $300,000.00, for property located at 126 Bergen Avenue, and located in the Consolidated Urban Revitalization Area (CURA).

City Council Meeting: 1/17/2023
Prepared: 1/3/2023

ATTACHMENTS:

Description	Type
CURA 126 Bergen Dr Form	Backup Material
CURA 126 Bergen Dr Map	Backup Material

SUBJECT:	Resolution approving the request by Steege Investments LLC, for tax exemptions on a twin home unit valued at $300,000.00, for property located at 126 Bergen Avenue, and located in the Consolidated Urban Revitalization Area (CURA).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Gardner Addition Condominiums Bldg 8 Unit B

For Office Use Only	
Date Received:	12-29-22
Received by:	LB
Staff to make a copy for applicant	

CONSOLIDATED URBAN REVITALIZATION AREA

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

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

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

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

NAME: Steege Investments LLC **SIGNATURE:** [signature]
ADDRESS: 2601 Easton Ave, Waverly **EMAIL:** office@steegeco.com
TELEPHONE: 319 240 3492 **DATE:** 12-28-22

A. What is the *Address* of the property being improved? 126 Bergen Drive, Waterloo

What is the *Legal Description* of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)?
Unit B, Building 8, Gardner Addition, Waterloo

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

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

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

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

D. City of Waterloo Building and Inspections Department Information:

Permit Number: 2021-0009818 Date permit was issued: 7-2021 Total permit(s) valuation: 300,000

E. What was the cost of the improvement? 300,000

F. Estimated or actual date of completion of these improvements? 11-2022

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

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

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

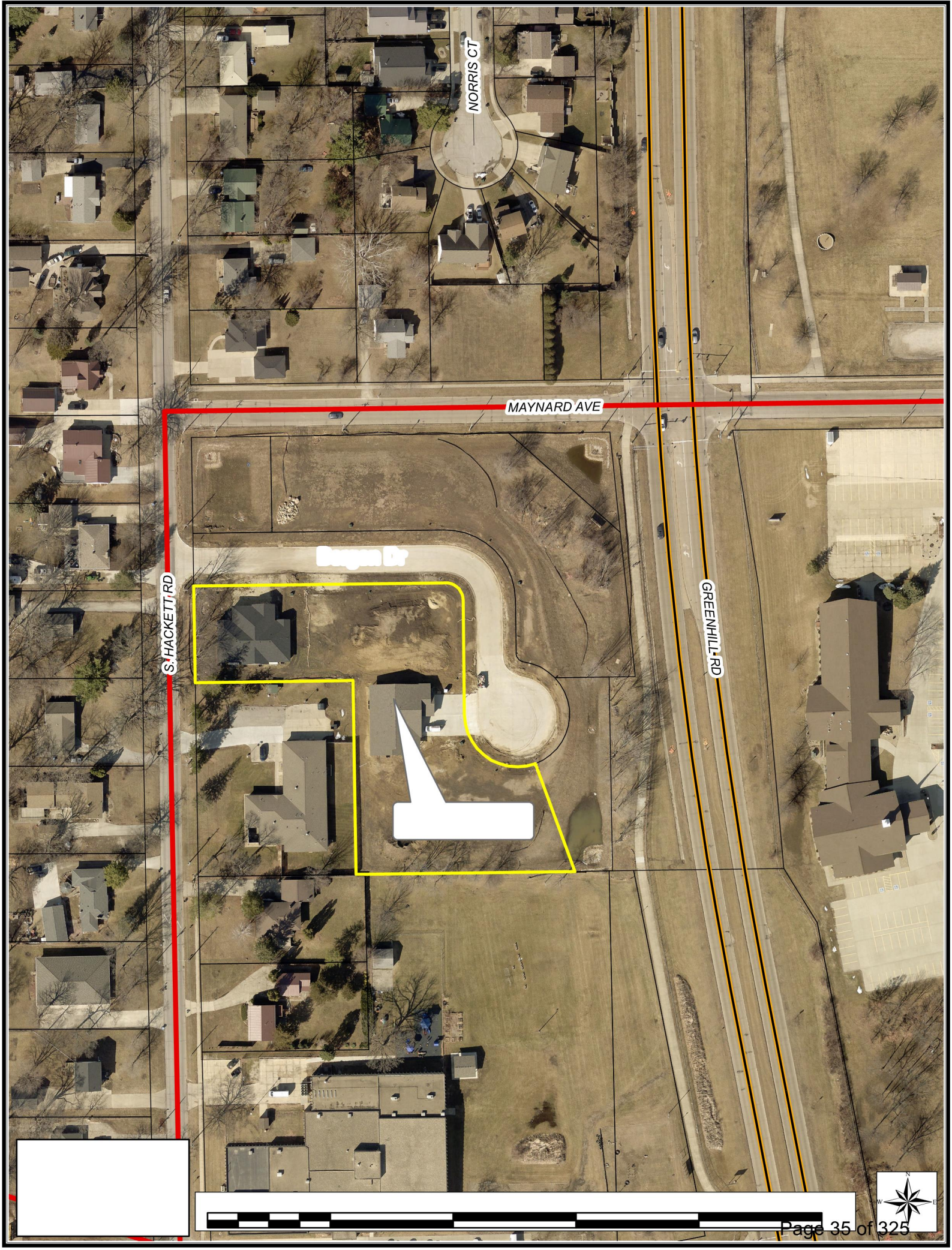
_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____ _____

T.J. Koenigsfeld

_____ DENIED Black Hawk County Assessor


NORRIS CT
MAYNARD AVE
S. HACKETT RD
GREENHILL RD
Bergen Dr

CITY OF WATERLOO

Council Communication

Resolution approving the request by Jason Thaw, for tax exemptions on a single-family home valued at $154,400.00, for property located at 225 Newell Street, and located in the Consolidated Urban Revitalization Area (CURA).

City Council Meeting: 1/17/2023
Prepared: 1/3/2023

ATTACHMENTS:

Description	Type
CURA 225 Newell St Form	Backup Material
CURA 225 Newell St Map	Backup Material

SUBJECT:	Resolution approving the request by Jason Thaw, for tax exemptions on a single-family home valued at $154,400.00, for property located at 225 Newell Street, and located in the Consolidated Urban Revitalization Area (CURA).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Mansons 2nd Addition Lot 12 Blk 1

For Office Use Only	
Date Received:	12/28/22
Received by:	SEH
Staff to make a copy for applicant	

CONSOLIDATED URBAN REVITALIZATION AREA

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

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

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

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

NAME: JASON THAW SIGNATURE: [signature]

ADDRESS: 225 NEWELL ST, WATERLOO, IA 50703 EMAIL: JGTLITAW20@GMAIL.COM

TELEPHONE: 913-263-6285 DATE: 12/26/2022

A. What is the *Address* of the property being improved? 225 Newell St

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

MANSONS SECOND ADDITION LOT 12 BLK 1

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

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

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

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

NEW CONSTRUCTION Single-Family Home

D. City of Waterloo Building and Inspections Department Information:

Permit Number: 2019-0000 8839 Date permit was issued: 8-27-19 Total permit(s) valuation: $137,500.00

E. What was the cost of the improvement? $ 154,400.00

F. Estimated or actual date of completion of these improvements? 3/15/2021

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

Note: The improvements to your home or business may not change the assessed value.

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

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor

RICKER ST
LINN ST
NEWELL ST
LINN ST

CITY OF WATERLOO

Council Communication

Resolution approving the request by Steege Investments LLC, for tax exemptions on a twin home unit valued at $275,000.00, for property located at 104 Bergen Avenue, and located in the Consolidated Urban Revitalization Area (CURA).

City Council Meeting: 1/17/2023
Prepared: 1/3/2023

ATTACHMENTS:

Description	Type
CURA 104 Bergen Dr Form	Backup Material
CURA 104 Bergen Dr Map	Backup Material

SUBJECT:	Resolution approving the request by Steege Investments LLC, for tax exemptions on a twin home unit valued at $275,000.00, for property located at 104 Bergen Avenue, and located in the Consolidated Urban Revitalization Area (CURA).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Gardner Addition Condominiums Bldg 11 Unit A

For Office Use Only	
Date Received:	12-29-22
Received by:	LB
Staff to make a copy for applicant	

CONSOLIDATED URBAN REVITALIZATION AREA

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

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

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

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

NAME: Steege Investments LLC **SIGNATURE:** [signature]
ADDRESS: 2601 Easton Ave, Waverly **EMAIL:** office@steegeco.com
TELEPHONE: 319 240 3492 **DATE:** 12-28-22

A. What is the *Address* of the property being improved? 104 Burgen Drive, Waterloo

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

Gardner Addition Condominiums Bldg II Unit A

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

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

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

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

new build duplex

D. City of Waterloo Building and Inspections Department Information:

Permit Number: 2021-00007178 Date permit was issued: 4-2021 Total permit(s) valuation: 275,000

E. What was the cost of the improvement? 275,000

F. Estimated or actual date of completion of these improvements? 11-2022

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

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

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

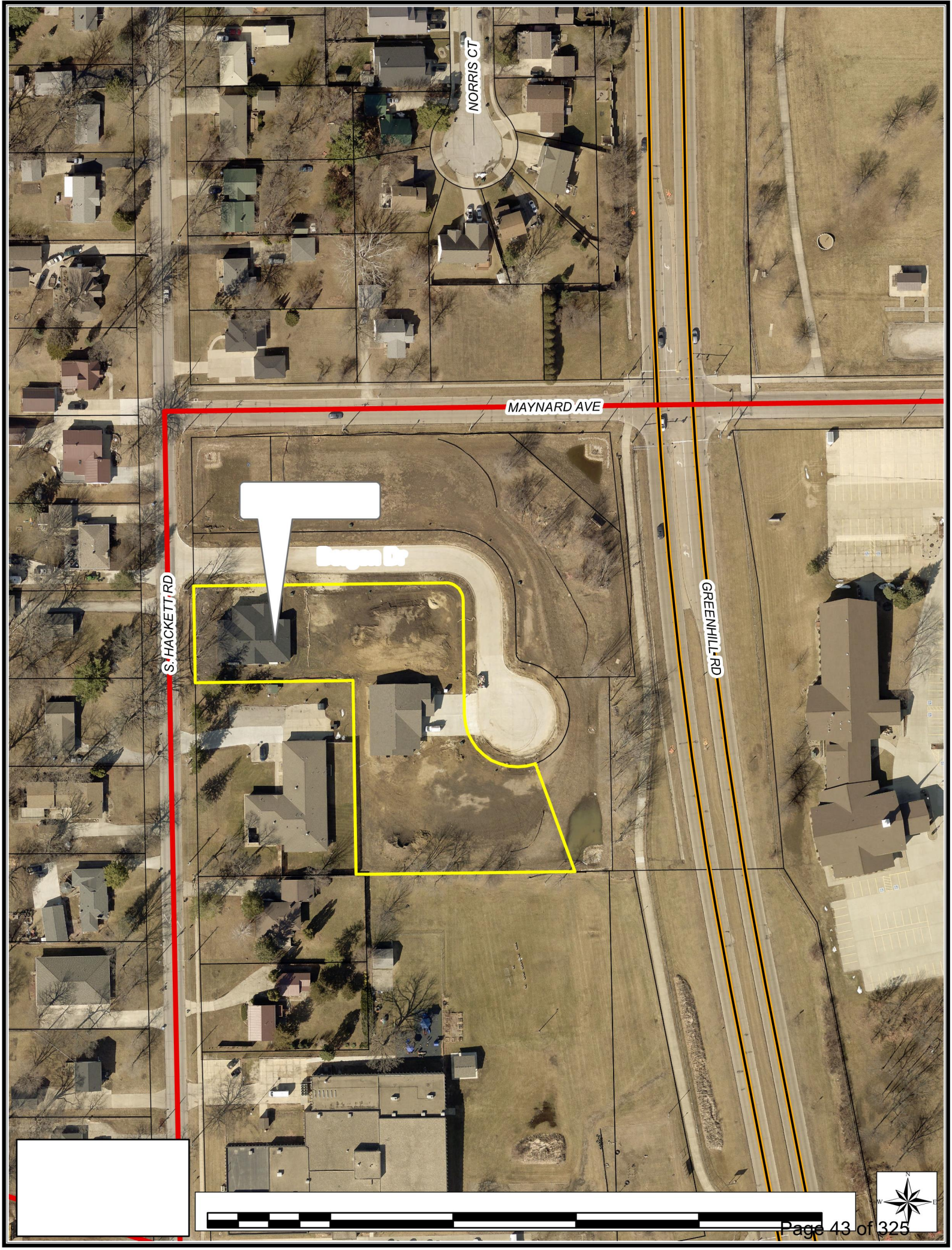
BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____

T.J. Koenigsfeld
Black Hawk County Assessor

_____ DENIED


NORRIS CT
MAYNARD AVE
S. HACKETT RD
GREENHILL RD
Dwight Dr

CITY OF WATERLOO

Council Communication

Resolution supporting submission of a pre-application by Habitat for Humanity and The 415 Walnut Collective, for the Iowa Community Catalyst Building Remediation program, to renovate buildings located at 415 Walnut Street, Waterloo, Iowa.

City Council Meeting: 1/17/2023
Prepared: 1/3/2023

ATTACHMENTS:

Description	Type
Catalyst Grant Fact Sheet	Backup Material

SUBJECT:	Resolution supporting submission of a pre-application by Habitat for Humanity and The 415 Walnut Collective, for the Iowa Community Catalyst Building Remediation program, to renovate buildings located at 415 Walnut Street, Waterloo, Iowa.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval of a Resolution supporting the application by Habitat for Humanity for the Community Catalyst Building Remediation Program.
Summary Statement:	The Community Catalyst Building Remediation Program assists communities with the redevelopment, rehabilitation or deconstruction of buildings to stimulate economic growth or reinvestment in the community.
Neighborhood Impact:	Eligibility: • Funds available for the rehabilitation of one commercial building per community or two buildings with same ownership that are adjacent • Deconstruction is allowed in dire situations or for safety reasons • City must be the applicant and provide financial and/or in-kind resources
Data/Analysis and Strategies:	Economic Development
Implementation, Accountability, and Communication:	N/A
Expenditure Required/Source of Funds:	None (for the resolution of support)(the project will be eligible for the $5,000 per unit housing rehab incentive, and is within the CURA).
Alternative:	N/A
	Lots 1 and 2; All that part of Lots 3, 4, 5 lying within the following described boundaries: Commencing at the Northwest Comer of said Lot 3; thence East along the North line of said Lot 3 a distance of 20 feet; thence South along a

Legal Descriptions:	line which is 20 feet East of and parallel with the West line of said Lots 3 and 4 and an extension thereof to the South line of said Lot 5; thence West along the South line of said Lot 5 to an angle point in said Lot; thence Southwesterly along the Southeasterly line of said Lot to the Southwesterly line of said Lot; thence Northwesterly along the Southwesterly line of said Lot to the most Westerly comer of said Lot; thence Northeasterly along the Northwesterly line of said Lot to an angle point in said Lot; thence North along the West line of said Lots 5, 4 and 3 to the point of beginning; All that part of Lot 6 lying within the following described boundaries: Commencing at a point in the Southwesterly line of said Lot which is 26 feet Northwesterly of the most Westerly comer of Lot 7; thence Northwesterly along the Southwesterly line of said Lot 6 to the most Westerly comer of said Lot; thence Northeasterly along the Northwesterly line of said Lot to the angle point in said Lot; thence East along the North line of said Lot a distance of 12.9 feet; thence South to the place of beginning; all in "N. 0. Munger's Subdivision", of Block 79 of the Cooley Addition in the City of Waterloo, Iowa.

COMMUNITY CATALYST BUILDING REMEDIATION PROGRAM

IOWA economic development

261-45.1(15) *Purpose. Pursuant to Iowa Code sections 15.231 and 15.106A, the authority is directed to establish a community catalyst building remediation program fund for the purpose of providing grants to cities for the remediation or redevelopment of underutilized buildings. The authority shall administer the fund in a manner to make grant moneys annually available to cities for the purposes of this chapter.*

PROGRAM DEFINITION

Through the Community Catalyst Building Remediation Program, the Iowa Economic Development Authority (IEDA) will provide grants to communities for the redevelopment, rehabilitation or deconstruction of buildings to stimulate economic growth or reinvestment in the community. Strong applications will show the potential of catalytic economic growth in the community; improve appearances and safety; make use of underutilized property, exhibit appropriate design standards; and be well-funded. Economic growth may include the creation of additional jobs, growth of new or existing businesses, development of new housing units, increase property values or potential population growth.

PROGRAM DETAILS

- Funding based on annual availability
- Maximum grant: $100,000
- 40% of funds will be awarded to cities with populations under 1,500
- A mandatory pre-application process will precede the official grant application
- Applications are by invitation only, after approved pre-application
- City must be the applicant and provide financial and/or in-kind resources
- Funds available for the rehabilitation of one commercial building per community or two buildings with same ownership that are adjacent
- Deconstruction is allowed in dire situations or for safety reasons

PROJECT EXAMPLES

Adair

Atkins

Casey

Scoring Criteria (50 points total)

Project Impact (0-30 Points)

Project Appropriateness (0-10 points)

Project Funding/Partnerships (0-10 Points)

Questions may be directed to Jim Thompson, 515.348.6183 or email catalyst@iowaeda.com.

JB08092022

CITY OF WATERLOO

Council Communication

Resolution approving a request by the City of Waterloo to name a private street Mission Circle, generally located north of Lakeside Street, east of East 4th Street.

City Council Meeting: 1/17/2023
Prepared: 1/4/2023

ATTACHMENTS:

Description	Type
City Council Packet	Backup Material

SUBJECT:	Resolution approving a request by the City of Waterloo to name a private street Mission Circle, generally located north of Lakeside Street, east of East 4th Street.
Submitted by:	Submitted By: Aric Schroeder, City Planner
Recommended Action:	Approval.
Summary Statement:	City of Waterloo to name a private street Mission Circle located north of 501 Lakeside Street, to serve five multistory buildings proposed to be constructed on land proposed to be platted as Lot 1 of North Crossing Third Addition. The request would not appear to have a negative impact upon the surrounding neighborhood, as the proposed development has been previously approved, and this action will name the private drive that the development will be addressed off of. The request would not appear to have a negative impact upon pedestrian and traffic conditions.
Neighborhood Impact:	The property in question is zoned “R-4,R-P” Planned Residence District and has been zoned as such since being rezoned from “R-2” One and Two Family District by Ordinance 5610 on August 16, 2021. Surrounding land uses and their zoning are as follows: **North** – Vacant Land, zoned “A-1” Agricultural District. **South** – Vacant Land and Single-family residences, zoned “R-4,R-P” Planned Residence District, “R-2” One and Two Family Residence District and “R-2,C-Z” Conditionally Zoned One and Two Family Residence District. **East** – Vacant land, zoned “A-1” Agricultural District. **West** – Vacant Land and North Crossing Development, zoned “C-P” Planned Commercial District The applicant is requesting to name a private street Mission Circle. The Engineering department has reviewed the request and concurs with the

naming as it does not conflict with any other street names. The Planning and Zoning Commission will make their recommendation on the street naming at their regular meeting on January 10, 2023.

Therefore, staff recommends that the street naming be approved for the following reason(s):
1. The Engineering Department has reviewed the request and concurs with the naming of private street Mission Circle, as it does not conflict with any other street names and recommends approval

There is no public sidewalk located along East 4th Street. There are no sidewalks in the immediate area as well. Sidewalks will be required as the area develops.

The area has a mix of residential development and commercial uses. The area was developed from the 1950's to the 2020's.

Community Engagement Methods:

The property in question is not located within any Special Flood Hazard Area as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 and Panel Number 0189F, dated July 18, 2011.

There is a 12" sanitary sewer main along E 4th Street. Other utilities will be extended to serve the development.

Expenditure Required/Source of Funds:

None.

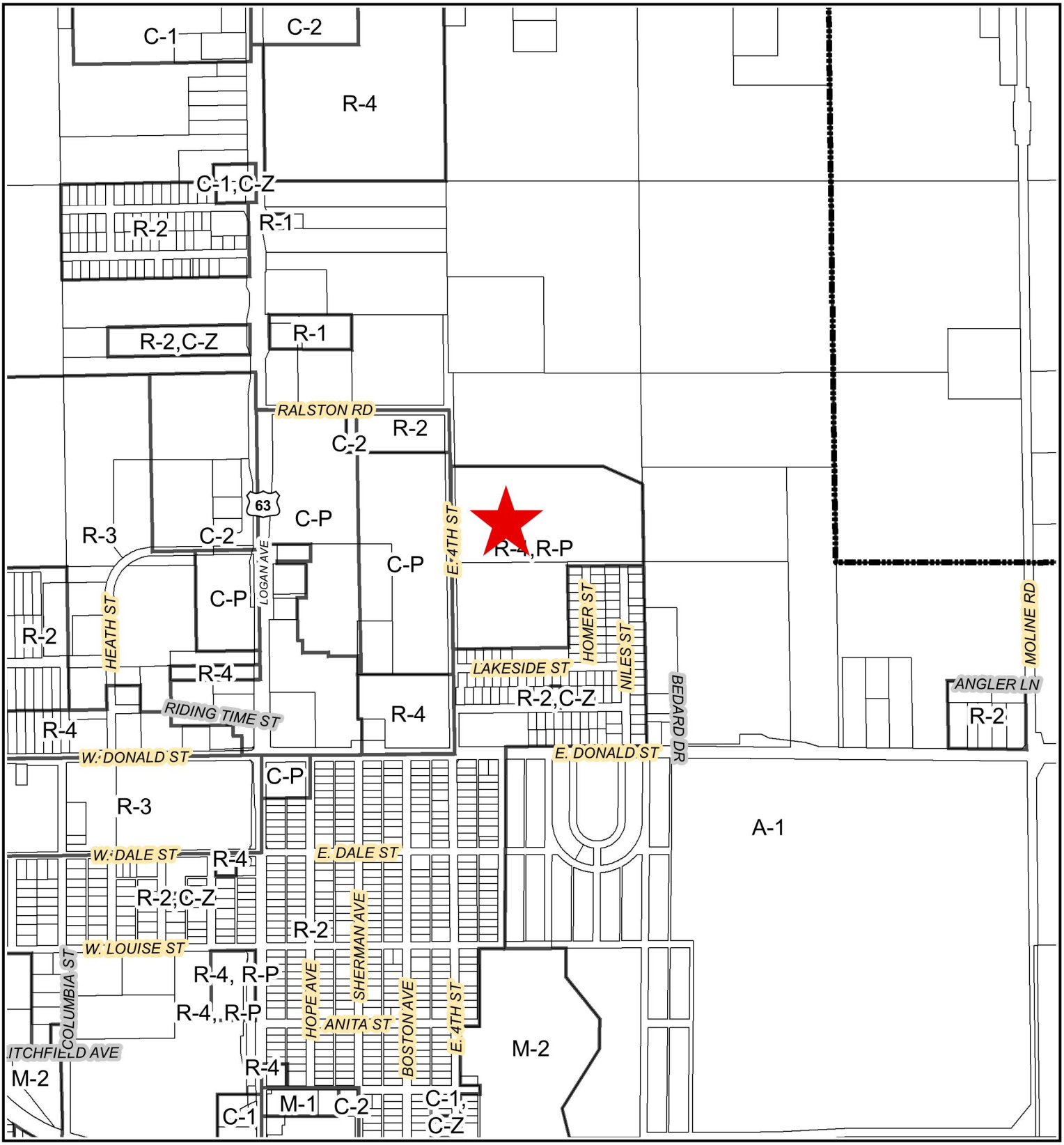
REQUEST:	Request by City of Waterloo to name a private street Mission Circle located north of 501 Lakeside Street in the “R-4, R-P” Planned Residence District.
APPLICANT(S):	City of Waterloo, 715 Mulberry Street, Waterloo, Iowa 50703
GENERAL DESCRIPTION:	The applicant is requesting to name a private street Mission Circle, located north of 501 Lakeside Street.
IMPACT ON NEIGHBORHOOD:	The request would not appear to have a negative impact upon the surrounding neighborhood, as the proposed development has been previously approved, and this action will name the private drive that the development will be addressed off of.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The request would not appear to have a negative impact upon pedestrian and traffic conditions.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN:	There is no public sidewalk located along East 4th Street. There are no sidewalks in the immediate area as well. Sidewalks will be required as the area develops.
SURROUNDING LAND USE:	The surrounding land use is residential.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The property in question is zoned “R-4,R-P” Planned Residence District and has been zoned as such since being rezoned from “R-2” One and Two Family District by Ordinance 5610 on August 16, 2021. Surrounding land uses and their zoning are as follows: **North** – Vacant Land, zoned “A-1” Agricultural District. **South** – Vacant Land and Single-family residences, zoned “R-4,R-P” Planned Residence District, “R-2” One and Two Family Residence District and “R-2,C-Z” Conditionally Zoned One and Two Family Residence District. **East** – Vacant land, zoned “A-1” Agricultural District. **West** – Vacant Land and North Crossing Development, zoned “C-P” Planned Commercial District.
BUFFERS REQUIRED/ NEEDED:	This request would not require any additional buffers or screening.
DEVELOPMENT HISTORY:	The area has a mix of residential development and commercial uses. The area was developed from the 1950’s to the 2020’s.
FLOODPLAIN:	The property in question is not located within any Special Flood Hazard Area as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 and Panel Number 0189F, dated July 18, 2011.

PUBLIC /OPEN SPACES/ SCHOOLS:	George Washington Carver Academy is located approximately a half mile to the southwest. Gates Park is located 0.15 miles to the south.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	There is a 12” sanitary sewer main along E 4th Street. Other utilities will be extended to serve the development.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as *Low Density Residential*. The multi-family development is not in conformance with the Comprehensive Plan and the Future Land Use Map for this area. However, it should be noted that the Future Land Use Map is used as a guide for future development and is not absolute. The current Comprehensive Plan was approved in 2002. The City is in the process of updating its Comprehensive Plan, which will include changes to the Future Land Use Map that will account for the changing of growth patterns and zoning changes of the City over the last 20 years.
STAFF ANALYSIS – ZONING ORDINANCE:	The applicant is requesting to name a private street Mission Circle. The Engineering department has reviewed the request and concurs with the naming as it does not conflict with any other street names. The Planning and Zoning Commission will make their recommendation on the street naming at their regular meeting on January 10, 2023.
STAFF ANALYSIS – SUBDIVISION ORDINANCE:	No subdividing of land is required for this request.
Technical Review Committee	The Technical Review Committee did not have any concerns regarding this request.
STAFF RECOMMENDATION:	Therefore, staff recommends that the street naming be approved for the following reason(s): 1. The Engineering Department has reviewed the request and concurs with the naming of private street Mission Circle, as it does not conflict with any other street names and recommends approval.

City of Waterloo City Council
January 17, 2023

Private Street Naming
"Mission Court"
North of 501 Lakeside

City of Waterloo City Council
January 17, 2023



N
W E
S

0 0.04 0.085 0.17 0.255 0.34 Miles

CITY OF WATERLOO OFFICIAL SEAL

Private Street Name
"Mission Court"
North of 501 Lakeside

4

ENGINEERING DEPARTMENT
715 Mulberry St. • Waterloo, IA 50703 • Phone (319) 291-4312 • Fax (319) 291-4262
Email: city.engineer@waterloo-ia.org
JAMIE KNUTSON, PE • *City Engineer*

September 30, 2022

Aric Schroeder
City Planner
City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

RE: NAMING PRIVATE STREET MISSION CIRCLE

Dear Aric:

The Engineering Department has reviewed the naming of a certain private street, which will serve five multistory buildings.

The location of this private street is generally described as being located north of Lakeside Street and east of and adjacent to E. 4th Street. The location of Mission Circle is more particularly described as being located in Lot 1 of the North Crossing Third Addition.

The Engineering Department recommends that this private street, Mission Circle, be approved.

Sincerely,

Jamie Knutson, PE
City Engineer

Cc: Steve Walker, Draftsman

CITY OF WATERLOO

Council Communication

Resolution accepting a U.S. Department of Justice, Northern and Middle States Rural Law Enforcement Training and Technical Assistance Grant, in the amount of $68,000.00.

City Council Meeting: 1/17/2023
Prepared: 1/4/2023

ATTACHMENTS:

Description	Type
Grant	Backup Material

SUBJECT:	Resolution accepting a U.S. Department of Justice, Northern and Middle States Rural Law Enforcement Training and Technical Assistance Grant, in the amount of $68,000.00.
Submitted by:	Submitted By: Aaron P. McClelland, Police Captain
Data/Analysis and Strategies:	None
Implementation, Accountability, and Communication:	Federal Grant Funds
Expenditure Required/Source of Funds:	None. There is no match for this grant.
Alternative:	None

Subrecipient Contract for Services-
Microgrant/Subaward

Contract # 72-015

This agreement is effective as of **September 12, 2022** between the National White Collar Crime Center (hereinafter referred to as NW3C or prime recipient), a Virginia corporation, located at 4901 Dickens Road, Suite 110, Richmond, VA 23230 and **Waterloo Police Department** (hereinafter referred to as "**WPD**" or the "subrecipient") for work performed under the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance ("BJA" or "grantor"), for Grant Award Number Cooperative Agreement No. 2020-17373**,** federal CFDA number **16.738** for the initiative entitled, "***Northern and Middle States Rural Law Enforcement Training and Technical Assistance Grant Program"***.

1.0 Agreement of the Parties:

1.1 **WHEREAS,** NW3C has received funds under Cooperative Agreement No. 2020-17373 from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, to conduct a project entitled, "***Northern and Middle States Rural Law Enforcement Training and Technical Assistance Grant Program"*** **WHEREAS,** NW3C wishes to engage and provide resources and Training and Technical Assistance (TTA) to sheriffs, and rural and tribal law enforcement agencies, located in the northern and middle states of the United States to support their efforts to address precipitous increases of all types of crime unique to this region, including human trafficking and sexual assaults, drug trafficking, and other forms of violent crime.

1.2 The subrecipient agrees to provide services in accordance with the terms and conditions contained herein.

1.3 In consideration of the promises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, NW3C and the subrecipient agree to the following terms and conditions.

2.0 Term of Agreement:

This Agreement shall be in effect for the period October 2020 through September 30, 2023.

3.0 Scope of Service:

The subrecipient will provide NW3C with the services described in Schedule A, Scope of Services, which is attached to and made a part of this Agreement, during the period described in Section 2.0 above.

4.0 Compensation and Method of Payment:

4.1 NW3C agrees to pay the subrecipient a total, not to exceed, **$68,000.00**, for any and all services and materials, described in Schedule A, arising under the Agreement, provided that the services are performed by the subrecipient as required by, and upon the deadlines specified by NW3C during the Term of the Agreement. All payments are subject to the availability of funding from OJP/BJA.

Funds shall not be paid by NW3C until services have been rendered and documented by the subrecipient to the satisfaction of NW3C's designated Contract Coordinator for this contract: **James Lee**

4.2 The subrecipient acknowledges and agrees that, except as provided in this Section 4.0 and Schedule A, the subrecipient shall not be entitled to, and NW3C shall not be obligated to pay, any monies or other compensation for the services or materials provided and rights granted under this Agreement.

4.3 Invoices will be provided to NW3C based on actual expenditures incurred. Actual expenditures incurred should be supported by a financial report and receipts detailing expenses. The total amount to be paid by NW3C shall not exceed **$68,000.00** over the award period. To document completion of the work required under this contract, the subrecipient agrees to submit to NW3C, at the Notice Address listed below quarterly reports on accomplishments, lessons learned, and promising practices that could be replicated.

4.4 The subrecipient understands that any invoices or receipts shall remain available for audit as may be required by law. Upon receipt of the completed invoice and supporting documentation, approval by the Contractor Coordinator, and the availability of federal funds, NW3C shall send payment to the subrecipient at the Notice Address listed below.

4.5 Notwithstanding the total amount to be paid by NW3C as listed above and elsewhere in this agreement, NW3C may, in its discretion, provide additional compensation to address inflationary factors. Nothing in subsection obligates NW3C to pay compensation beyond the amounts listed in this agreement.

5.0 Contractor Status:

5.1 The subrecipient warrants and represents to NW3C that the subrecipient is acting solely as an Independent Contractor and not as a NW3C employee, and that the subrecipient has the full right and authority to enter into this Agreement and to perform all the subrecipient obligations under this Agreement. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between NW3C and the subrecipient. The subrecipient is not authorized to enter into or commit NW3C to any agreements, and the subrecipient shall not represent itself as the agent or legal representative of NW3C.

5.2 Further, the subrecipient acknowledges and agrees that the subrecipient shall not be entitled to (i) participate in any of NW3C's benefits, including without limitation any employee benefits or health or retirement plans, and (ii) receive any additional remuneration or payment of expenses other than as specifically provided for in this Agreement.

5.3 The subrecipient is responsible for payment of all applicable state and federal taxes relating to payments made under the terms of this Agreement. NW3C shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the subrecipient or any other person consulted or employed by the subrecipient in performing Services under this Agreement. The subrecipient acknowledges and agrees that all of the costs specified in Section 5.0 and any cost required to complete the work specified in Schedule A of this Agreement are the responsibility of the subrecipient.

5.4 By signing this Agreement, the subrecipient attests and certifies that the subrecipient meets all U. S. Department of Labor or the Bureau of Citizenship and Immigration Services requirements for eligibility to receive payments.

5.5 Subrecipient acknowledges that the Services and the products have been specially commissioned or ordered by NW3C as "works made-for-hire" as that term is used in the Copyright Law of the United States, and that NW3C is deemed to be the author of, and the owner of all
copyrights in and to the materials created; however, NW3C grants to subrecipient a nonexclusive license to use the products and materials created under this Agreement. Subrecipient must get written permission from NW3C prior to any such use of the products and materials created under this Agreement.

5.6 The subrecipient agrees that the subrecipient will not use NW3C's name or the name of any member of NW3C's staff in any form of promotion or publicity without the prior written consent of NW3C.

6.0 Eligibility Requirements:

Applicants must meet the following eligibility requirements to be considered for this program.

6.1 Be a small, rural, or tribal law enforcement agency located within the Northern or Middle States of Arkansas, Oklahoma, Missouri, Kansas, Iowa, Nebraska, South Dakota, Minnesota, North Dakota, Montana, Wyoming, Colorado, Utah, Idaho, Nevada, Louisiana, Oregon, Washington, Illinois, Indiana, Michigan, Wisconsin, or Alaska.

6.2 A small or rural law enforcement agency is one that serves a population size of 100,000 or less AND is located in either; An area or community, respectively, where no part is within an area designated as a standard metropolitan statistical area, or an area or community, respectively, that is within an area designated as a metropolitan statistical area or considered as a part of a metropolitan statistical area but is located within a rural census tract.

6.3 A tribal law enforcement entity must be one that is part of a federally recognized Indian Tribe and is located within Arkansas, Oklahoma, Missouri, Kansas, Iowa, Nebraska, South Dakota, Minnesota, North Dakota, Montana, Wyoming, Colorado, Utah, Idaho, Nevada, Louisiana, Oregon, Washington, Illinois, Indiana, Michigan, Wisconsin, or Alaska.

6.4 Have permission from the agency governing authority to receive the award

6.5 Be able to comply with Post Award reporting requirements

6.6 If applicable, be able to provide to law enforcement staff members with necessary training on the use and implementation of purchased equipment or systems

6.7 Those agencies receiving awards for specialized equipment that would normally require officer or personnel training on the appropriate and legal use of those items, especially privacy implications, will be required to provide confirmation of receipt of training.

6.8 Agencies receiving awards to fund subscriptions, or access to an intelligence information system or service, will be required to provide certificates of completion of 28 CFR Part 23 training, available at www.ncirc.gov/28cfr/

6.0 Subrecipient Requirements

6.1 As a condition of receiving the Cooperative Agreement from the Bureau of Justice Assistance, is required to ensure that any subrecipient of grant funds complies with the conditions shown on Schedule B to this Agreement and with the following requirements from the Office of Justice Programs' Financial Guide (https://www.ojp.gov/funding/financialguidedoj/overview). As a subrecipient under the BJA/OVC grant, subrecipient agrees to:

1. Maintain financial records and other records for invoicing purposes in the format specified in this Agreement for a period of three (3) years from the completion of the Project.

2. Allow NW3C to conduct on-site audits and/or review of all documentation created and maintained by subrecipient to comply with the OJP/BJA cooperative agreement, including financial data, work products, and data relating to deliverables.

3. Provide closeout information and reports as requested by NW3C at least 120 days prior to the date the grant or any GAN terminates.

4. Meet with NW3C regularly to discuss program activities and performance.

5. Comply with applicable special conditions specified in the OJP/BJA cooperative agreement, which have been incorporated into this Agreement as Schedule B.

6. Complete the work specified in Schedule A, as requested by NW3C.

7. Provide timely reports and data in the format specified by NW3C upon NW3C's request.

8. Provide a Debarment and Suspension Certification in the form specified in Schedule C.

9. Maintain property records for equipment acquired under this Agreement, including in such records a description of the equipment, a serial number or other identification number, the title holder, the acquisition date, and cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Subrecipient agrees to provide NW3C with property records within five (5) business days of a request for a copy of property records by NW3C.

10. Ensure the title to equipment acquired under this Agreement remains unencumbered until the Subrecipient receives disposition instructions from NW3C.

11. Maintain policies and procedures to ensure equipment acquired under this Agreement is safeguarded against damage, loss, and theft.

12. Ensure any equipment acquired under this Agreement is disposed of in accordance with NW3C's disposition instructions. NW3C will provide the subrecipient with disposition instructions prior to the termination of this agreement.

13. Prepare and submit to NW3C for approval a budget showing costs associated with deliverables and reports and identify any property or equipment that subrecipient intends to purchase with award funds.

14. Submit only those costs which are included in the budget approved by NW3C.

15. Comply with all applicable civil rights nondiscrimination requirements.

16. Certify to NW3C that subrecipient is in compliance with the lobbying restrictions in 28 C.F.R. Part 69, and provide a certification in the form specified in Schedule C.

17. Comply with requirements associated with the operation of motor vehicles while conducting business under this Agreement, including requiring all individuals who are performing award-related work to wear seat belts and are prohibited from texting while driving.

18. Certify that subrecipient has established and maintains an accounting system and financial records that are sufficient to accurately account for award funds.

19. At the time the Agreement is signed by subrecipient, provide a fully executed original of the Lobbying, Drug-free Workplaces, and Suspension.

20. Certification, which is attached to this Agreement as Schedule C and incorporated by reference.

7.0 Partial Performance or Early Termination:

7.1 This Agreement is funded by a federal Cooperative Agreement. Should funding not be available, NW3C will notify subrecipient and this Agreement shall be rendered null and void immediately. Payments are subject to the availability of funds from OJP/BJA and subrecipient providing the required documentation as per Section 4.3.

7.2 This Agreement may be terminated immediately at the option of NW3C if the subrecipient fails to perform the services under this Agreement to the satisfaction of NW3C.

7.3 In the event of partial performance by the subrecipient, NW3C's obligation to pay the subrecipient shall be limited to only those services performed, invoiced, and documented to the sole satisfaction of NW3C.

8.0 Notices:

All notices and other communications required by this Agreement shall be in writing and shall be delivered either by Express Mail or by certified or registered mail. All notices and any other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

Notices to
Robert Duncan
Lieutenant
Waterloo Police Department
715 Mulberry
Waterloo, IA 50703
Email: duncanr@waterloopolice.com
Telephone: 319-291-4340

Notices to NW3C:
Kathie Alexander
Contract Administrator and Risk Manager
NW3C, Inc., d/b/a the National White Collar Crime Center
4901 Dickens Road; Suite 110

Richmond, VA 23230
Email: kalexander@nw3c.org
Telephone: 804-217-5624

9.0 Indemnification:

9.1 The subrecipient agrees to defend, indemnify and hold NW3C harmless from any claim, action, or cause of action, or liabilities, including reasonable attorney's fees to the prevailing party, arising out of the **subrecipient's** performance of subrecipient's obligations pursuant to this Agreement.

9.2 In this Section 9.0 shall survive the termination of this Agreement.

10.0 Choice of Law:

This Agreement shall be governed by the laws of the Commonwealth of Virginia.

11.0 Force Majeure:

11.1 Neither party shall be liable for delay in performance due to fire, flood, strike, or other labor difficulty, act of God, act of any governmental authority, acts or omissions of the other party, riot, fuel or energy shortage, or due to any other cause beyond the party's reasonable control.

11.2 In the event of delays in performance due to any of the events specified in Section 11.1, the dates for performance by the parties will be postponed by a period of time equal to the delay period.

12.0 Assignment:

This Agreement shall not be assigned by either party without the prior written consent of the other party.

13.0 Severability:

The illegality or invalidity of any provisions of this Agreement shall not impair, affect, or invalidate the other provisions of this Agreement.

14.0 Attorney Fees and Costs:

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in litigation shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred before or after judgment.

15.0 Entire Agreement and Amendment:

15.1 This Agreement contains the entire Agreement between the parties and supersedes all previous agreements and understandings of the parties relating to the Scope of Services to be performed under this Agreement.

15.2 This Agreement may be amended only by another written Agreement duly executed by both parties.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

NW3C, INC.

BY: _____
Robert Duncan
Lieutenant

BY: _____
Glen B. Gainer III
President and CEO

DATE: _____

DATE: 9-12-2022

SCHEDULE A
SCOPE OF SERVICES
TO CONTRACT # 72-015
BETWEEN NW3C AND Subrecipient

I. SERVICES:

NW3C desires to have the subrecipient provide services in support of Federal Cooperative Agreement 2020-17373 FY 20"***Northern and Middle States Rural Law Enforcement Training and Technical Assistance Grant Program"*** awarded to NW3C by the Department of Justice ("DOJ"), Office of Justice Programs ("OJP"), Bureau of Justice Assistance. Subrecipients will identify and request resources to assist in:

- Improving the agency's investigative, intelligence, and/or interdiction capabilities
- Enhancing information sharing, including investigative and intelligence data sharing with other agencies
- Enabling agencies to participate in projects within the Northern and Middle states
- Assisting in projects/initiatives unique to an agency or its region
- Improving dedicated communications capabilities
- Reducing precipitous increases in crime

Subrecipient will provide the following services under the Program:

Project: FY20 "**Northern and Middle States Rural Law Enforcement Training and Technical Assistance Grant Program"**

Period of Performance: October 1, 2020 through September 30, 2023

Contract Price: $68,000.00

Subrecipient Contact:
Robert Duncan
Lieutenant
Waterloo Police Department
715 Mulberry
Waterloo, IA 50703
Email: duncanr@waterloopolice.com
Telephone: 319-291-4340

NW3C Contact:
James Lee
Program Manager
NW3C, Inc., d/b/a the National White Collar Crime Center
5000 NASA Blvd., STE 2100
Fairmont, WV 26554
Email: jlee@nw3c.org
Telephone: (304) 368-2883

A. Project:

Subrecipient STATEMENT OF WORK

The Subrecipient will provide the following services under this Agreement:

1) ***Applications/Documentation:*** Upon being selected as a subrecipient, agencies will be required to update their applications and provide proper financial documentation to include bids, invoices, and receipts of purchase prior to funds being reimbursed by NW3C.

2) ***Quarterly Reports:*** Following implementation, the subrecipient will be contacted and surveyed by NW3C Program Manager on a quarterly basis. This survey will report accomplishments, lessons learned, and promising practices that could be replicated. **Questions may include**:
   - What was the problem identified to be addressed through the funding?
   - How was/were the item(s) used/implemented?
   - How was the information and/or intelligence sharing improved?
   - What other benefits, if any, were gained through this award?
   - How many officers were given/use the items(s) or benefited from the award?
   - What best practices can be recommended based on the agency's use/implementation experience?
   - What lessons learned (and challenges faced) can you share from the use/implementation?
   - Did this award help reduce crime in your area?
   - Was the project or implementation completed by the target date?

II. PAYMENT SCHEDULE:

Upon selection, subrecipients will provide NW3C all financial documentation to include bids, invoices, and receipts of approved purchase based on actual expenditures incurred. Actual expenditures incurred should be supported by a financial report detailing expenses. The subrecipient will monitor the total budget by category, and current period expenditures. The total amount to be paid by NW3C shall not exceed $68,000.00 over the award period. To document completion of the work required under this contract, the subrecipient agrees to submit to NW3C, at the Notice Address listed below an Invoice, documenting the services provided under Schedule A, by listing (i) the period of service, (ii) the grant number, (iii) a description of the work performed and supporting documentation for actual expenses, and the amount.

NW3C shall pay the subrecipient for approved purchases, subject to the availability of federal funds from OJP/BJA. NW3C will not be obligated to make any payment if the applicable payment request (the Invoice) is not received or if the required deliverable is not received and approved by NW3C. If OJP/BJA funds are available, NW3C will make payment thirty (30) days from receipt of the invoice and approval by the NW3C Contract Coordinator.

SCHEDULE B

TO THE AGREEMENT BETWEEN NW3C AND subrecipient

DOJ OFFICE OF JUSTICE PROGRAMS, Bureau of Justice Assistance

PROJECT NUMBER: BJA-2020-17373 AWARD DATE: September 12, 2022

SPECIAL CONDITIONS

The following Special Conditions are applicable to the use of funds from OJP/BJA by NW3C, as the Cooperative Agreement recipient, and by Robert Duncan, as a subrecipient:

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

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

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

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

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

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

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

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

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

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

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

3. Compliance with DOJ Grants Financial Guide

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

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

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

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

5. Requirements related to "de minimis" indirect cost rate

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

6. Requirement to report potentially duplicative funding

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

7. Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

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

8. Employment eligibility verification for hiring under the award

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

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the

individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

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

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

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

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to

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

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

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

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

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

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

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

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

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

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

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

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

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

12. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

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

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

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

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

14. Determination of suitability to interact with participating minors

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

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

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

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

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

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

16. Requirement for data on performance and effectiveness under the award

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

17. OJP Training Guiding Principles

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

18. Effect of failure to address audit issues

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

19. Potential imposition of additional requirements

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

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

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

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

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

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

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

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

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

23. Restrictions on "lobbying"

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

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

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

24. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent,

subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

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

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

26. Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

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

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

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

   a. it represents that--

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

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

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

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

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

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

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

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

28. Encouragement of policies to ban text messaging while driving

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

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

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

30. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

31. The recipient agrees to submit to NW3C for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2020-MU-BX-K001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

32. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

33. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by NW3C prior to obligation or expenditure of such funds.

34. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP

program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

35. Confidentiality of data

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

36. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

37. Protection of human research subjects

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

38. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient
obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

39. The recipient understands and agrees to track and report data on all training and technical assistance activities and deliverables using the guidance, format, or tool provided by the Program Office or OJP.

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40. The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.

41. Cooperating with OJP Monitoring

The recipient agrees to cooperate with NW3C monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with NW3C (including the program manager for this

award and the Chief Financial Officer (CFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to NW3C all documentation necessary for NW3C to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by NW3C for providing the requested documents. Failure to cooperate with NW3C's monitoring activities is a breach of this agreement and may result in actions that affect the recipient's access to funds under this agreement.

42. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

SCHEDULE C

OJP CERTIFICATION FORM 4061/6

FOR SIGNATURE BY Robert Duncan AS A SUBRECIPIENT

TO THE AGREEMENT BETWEEN NW3C AND U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of $100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or

transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVC Applicants, to OVW, at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

As the duly authorized representative of the Subrecipient, I hereby certify that the Subrecipient will comply with the above certifications.

1. Subrecipient Name and Address: Robert Duncan
Lieutenant
Waterloo Police Department
715 Mulberry
Waterloo, IA 50703
Email: duncanr@waterloopolice.com
Telephone: 319-291-4340

2. Subrecipient IRS/Vendor Number:

BY: _____

Robert Duncan
Lieutenant

DATE: _____

OJP FORM 4061/6 https://www.ojp.gov/funding/apply/forms

SCHEDULE D

TO THE AGREEMENT BETWEEN NW3C AND subrecipient
NW3C TRAVEL AND EXPENSE MANAGEMENT POLICY

ADMINISTRATIVE POLICY AND PROCEDURES			
TITLE: TRAVEL AND EXPENSE MANAGEMENT		SECTION: TRAVEL	
REVISION DATE: 08/17/2018	REFERENCE # 700	EFFECTIVE DATE: 04/01/04	PAGE 10 of 10

I. POLICY:

In order to accomplish NW3C's mission, it is necessary for NW3C's employees and non-employees to travel. An employee or non-employee who is traveling on authorized NW3C business is representing NW3C. NW3C is committed to conducting its travel program in a professional, efficient, cost effective, and ethical manner. Travelers must be familiar and comply with all applicable federal, state, and local laws particularly regarding the use of hand-held cell phone devices, as well as NW3C's prohibition against texting while driving.

NW3C employees, non-employees, or designee, and guests are required to maintain all travel reservations through Concur Solutions (Concur). In order to be eligible for reimbursement for travel and business expenses, NW3C employees and non-employees, or their designee, must submit the appropriate documentation in Concur for reimbursement. Requests for reimbursement of travel expenses arising from federally-funded travel that is not eligible for reimbursement under NW3C's Travel and Expense Management Policy and Procedure will be denied. For Travel that is funded using non-program revenue, NW3C's President, or designee, in his sole discretion, may approve exceptions to NW3C's Travel and Expense Management Policy and Procedure on a case-by-case basis. Violations of NW3C's Travel and Expense Management Policy and Procedure may result in disciplinary action, up to and including dismissal.

II. PURPOSE:

NW3C's Travel and Expense Management Policy and Procedure establishes the process to book authorized travel in Concur and to request expense reimbursement for business expenses when NW3C employees and non-employees Travel.

III. REFERENCES:

This Travel and Expense Management Policy and Procedure is authorized under NW3C's Policies, Procedures, and Forms Manual.

IV. DEFINITIONS:

A. Accounting Processor:
These are the Finance staff designated to process, review, approve, and issue payment for Authorized Travel and business expense reimbursements.

B. Authorized Travel:
This is any travel on NW3C business for which travel has been assigned and approved by the Traveler's manager or supervisor prior to any travel arrangements being made, cancelled, changed, or reimbursed and which results in the Traveler incurring travel expenses for transportation, lodging, meals, mileage or registration.

C. Concur Expense Approver:
This is the manager or supervisor that must review and approve all Concur Expense Reports submitted by NW3C employees, consultants, the Board of Directors, and guests.

D. Concur Expense Report: This is the report used to request reimbursement for Authorized Travel or business expenses.

E. Concur Profile:
This is the documentation in Concur, which must be completed by all employees, the Board of Directors, delegates, consultants, and non-employees or their designee prior to requesting travel or business expense reimbursement.

F. Concur Solutions System (Concur System):
This is the travel and automated expense management system provider used by NW3C to book Authorized Travel and provides expense reimbursement for Travel and Business Expenses

G. Consultant Travel Form:
This is the NW3C form that must be completed by the any employee who acts as a coordinator for Consultants. The Consultant Travel Form must be completed and sent to the Contract Administrator. The Contract Administrator will conduct an Independent Contractor Review at least once a year or if the Consultant information changes.

H. Concur Travel Itinerary:
After booking Travel in Concur, the Concur System will provide a Travel Itinerary to the Traveler and the manager, supervisor, coordinator or delegate.

I. Delegate:
This is a person who books travel and/or submits expense reimbursements on behalf of an employee or non-employee.

J. Guest Traveler:
These are non-employees traveling on behalf of NW3C, up to two times per year, and who are required to submit a Guest Travel Profile and Request for Travel Form that will be submitted to and approved by the manager. This travel will be booked and expenses entered into the Concur System by the Travel Administrator. At the conclusion of the trip, guests must complete a Request for Reimbursement Form with all required receipts attached and forward to the Travel Administrator (or the requesting manager).

K. Incidental Travel Expenses:

These are the miscellaneous expenses including but not limited to tolls, parking, fees, laundry, rental car fuel, and tips.

L. Interrupted Travel:

This means Travel interrupted for the convenience of the Traveler. The Traveler will fill out the Acknowledgment/Waiver of NW3C Liability During Interrupted Travel Form (Interrupted Travel Form) and provide the Interrupted Travel Form to their manager, supervisor or coordinator prior to Travel. Once approved, the manager or supervisor will retain the Interrupted Travel Form. The Traveler will indicate on the Concur Expense Report any expenses incurred during the Interrupted Travel that will not be reimbursed as Authorized Travel.

M. Point of Origin:

This is the Traveler's departure location from which Travel begins, which is either the Traveler's workstation or the Traveler's home, whichever is closer to the Traveler's final destination.

N. Portal / Intranet

Central repository for NW3C documentation, which may include Policies and Procedures and other NW3C materials.

O. Privately-Owned Vehicle:

This is a vehicle that is owned by a Traveler who uses it when traveling on NW3C business up to fifty (50) miles from the Traveler's Point of Origin or to the Common Carrier transportation location (ex. Fairmont to Pittsburgh International Airport).

P. Request for Travel Advance:

This is the NW3C form that the Traveler, or their designee, must complete and submit for Controller approval to request advance payment of funds for use in paying travel expenses incurred during Authorized Travel.

Q. Traffic Fines:

This includes all fines or tickets related to moving or non-moving traffic violations incurred while on Authorized Travel or when using a NW3C vehicle, POV or rental. NW3C will not reimburse employees for costs incurred for Traffic Fines.

R. Travel and Business Expenses:

This refers to those expenses, including travel, meals, lodging, mileage, fees, or taxes, and other business costs that are incurred by a Traveler during Authorized Travel or when conducting business for NW3C.

S. Traveler:

This is any NW3C employee or non-employee that has been authorized to travel on behalf of NW3C.

V. GENERAL RULES APPLICABLE TO ALL NW3C TRAVEL:

A. AUTHORIZATION:

Prior approval is required for all Authorized Travel. NW3C employees are authorized to make travel arrangements, including, but not limited to, airfare, rental car, and lodging.

B. CONDUCT:

1. While on travel status, the employee's or non-employee's conduct must be professional at all times, in accordance with NW3C's policies and procedures, and in compliance with applicable federal, state, and local laws and regulations.

2. Any action, behavior, or conduct which reflects negatively on NW3C is prohibited and may result in disciplinary action, including, but not limited to, disallowance of Travel Expenses, partial payment of Travel Expenses, delay in payment, suspension, or dismissal. Any circumstance which occurs during Authorized Travel that would negatively reflect on NW3C must be reported by the next business day to the Traveler's supervisor, manager, or coordinator.

C. TRAVEL BY COMMON CARRIER:

1. Employees making Authorized Travel arrangements must examine the rates and schedules of all possible common carriers. The Employee will obtain the most economical fare with the most direct routing, after considering all time constraints and ancillary charges. Approval of the manager or supervisor may be required.

2. NW3C will not reimburse the Traveler for business class travel, except for train travel or where business class is equal to or cheaper than economy class. All Travelers, even those on international flights, will fly in economy class or the least expensive class otherwise available. Any deviations must be approved by the President, or designee.

3. Travelers may retain all benefits from any frequent flyer or other club or frequent traveler memberships. It is the responsibility of the Traveler to register, maintain, and pay all dues or fees for club membership and to keep the membership information updated in Concur.

4. Travelers will be reimbursed only for one standard bag fee for air travel per destination, unless prior approval is received from the manager, supervisor, or coordinator.

D. GROUND TRANSPORTATION:

1. Travelers must determine what type of ground transportation is available and may select the most expedient and reasonable means of ground transportation.

2. If there are two or more Travelers traveling to the same destination together, Travelers must share ground transportation, unless prior approval is received from the manager, supervisor, or coordinator. When multiple Travelers share ground transportation, only one Traveler may claim reimbursement for this Travel Expense.

3. Ride-sharing companies or transportation network companies, such as Uber, Lyft, or other mobile ride-hailing applications may be used by the Traveler and

reimbursed for rideshares if the ride-sharing company's or the transportation network company's rates are an efficient and cost-effective alternative to taxis and rental cars. Travelers must obtain receipts for travel by ride-sharing company and submit electronic copies of the receipts in Concur for reimbursement. Tips for ride-sharing companies should not exceed twenty percent (20%) of the fare.

4. NW3C will reimburse Travelers for compact, mid-size, or intermediate automobiles, unless three or more Travelers are traveling together, in which case a full-size car or comparable vehicle may be utilized. Any deviation from this Policy and Procedure must be noted in the Concur System.

5. When submitting the Concur Expense Report, the Traveler must include a justification for using an alternate vehicle and the approval from their manager, supervisor or coordinator. Travelers will be reimbursed only for the cost of the class of vehicle approved.

6. Travelers are not permitted to request reimbursement for luxury upgrades or certain optional services or equipment, including, but not limited to, optional insurance, prepaid fuel, navigational systems, or any other unapproved extra-cost options.

7. Telecommuter and non-employee Travelers will be reimbursed for mileage while driving a Privately Owned Vehicle (POV) from a reasonable point of origin to the common carrier location. Other NW3C employees will be reimbursed for mileage to the common carrier location only to the extent that the distance exceeds the distance of their regular daily commute to and from their home to their official workstation. All mileage reimbursements will be at the maximum Internal Revenue Service established rate.

8. NW3C's insurance policy covers Travelers on Authorized Travel. Therefore, when renting an automobile, the Traveler must decline the optional insurance coverage. Travelers on Authorized Travel, who use a rental automobile, are required to print and carry a copy of NW3C's Certificate of Liability Insurance. Coordinators must ensure that all Consultant or Guest Travelers receive the Certificate of Liability Insurance. All accidents must be reported in accordance with NW3C's Safety Policy and Procedure. In the event of an accident or injury while traveling, the Traveler or coordinator must notify the automobile rental company, follow the company's accident procedure, and notify NW3C's Safety Officer/Contract Administrator, the Human Resources Director, and the Traveler's supervisor, manager, or coordinator immediately.

E. PRIVATELY-OWNED VEHICLES:

1. NW3C Travelers must use rental cars when driving on Authorized Travel. When a Traveler uses a Privately-Owned Vehicle for Authorized Travel, NW3C will reimburse the Traveler at the maximum Internal Revenue Service established rate only if (i) there are no NW3C-owned vehicles available, (ii) a rental car is not available or is more expensive, or (iii) the distance of the trip is less than fifty (50) miles from the Traveler's Point of Origin or will be used to travel to a Common Carrier location.

2. Use of a Privately-Owned Vehicle may be approved only if the vehicle is properly licensed, registered, insured, and state inspected (if required by state law), and if the Traveler has a valid driver's license.

3. The Traveler assumes sole responsibility for all traffic fines and for compliance with NW3C's Safety Policy and Procedure. Traffic violations conviction for reckless driving or the suspension or revocation of the Traveler's driver's license must be reported in writing to NW3C's President, or designee, and the Safety Officer/Contract Administrator at least by the first business day following the violation.

4. Employees are prohibited from transferring NW3C's mobile labs in Privately-Owned Vehicles. Mobile labs may be transported only in NW3C vehicles and rental cars. Prior approval from the Traveler's manager, supervisor, or coordinator is required to transport any other NW3C owned property or equipment in a Privately-Owned Vehicle.

F. LODGING:

1. Lodging expenses incurred by Travelers on Authorized Travel will be reimbursed only to the extent of the prevailing General Services Administration (GSA) Per Diem Rate plus taxes and fees. Any requests for lodging that deviate from the GSA Per Diem Rate must be noted in the Concur System when booking Travel and approved by the manager or supervisor prior to booking.

2. All hotel reservations must be guaranteed by, and charged to, the Traveler's personal credit card or a debit card, unless NW3C has established a direct bill account with the hotel.

3. If cancellation of a reservation is necessary, the Traveler is responsible for canceling hotel reservations in the manner prescribed in the hotel's cancellation policy. Generally, NW3C will not reimburse the Traveler or the hotel for "no show" fees or early departure fees. Requests for any exceptions to this requirement must be submitted by the Traveler in Concur.

4. The Traveler must submit a lodging receipt with their reimbursement in Concur.

5. Unapproved Incidental and miscellaneous charges incurred at a hotel are the responsibility of the Traveler.

G. MEALS:

1. Travelers will be reimbursed for meals based on the daily Meals and Incidental Expense (M&IE) Rate published by the General Services Administration (GSA) for the location at which the Traveler will be lodging each travel day. In cases where the Traveler's destination city and county are not listed on the GSA web site, the standard rate will be used. Meal rates for Travel to non-contiguous states and U.S. territories will be reimbursed at the rate specified in the

Defense Travel Management Office (DoD) Per Diem Rates. Meal Travel Expenses for foreign Travel may be reimbursed according to the State Department Foreign Per Diem Travel Rates in effect at the time of Travel.

2. If a meal is furnished at any event or at the Traveler's hotel, there will be no reimbursement for those meals. A continental breakfast supplied by the hotel is not considered a meal under the terms of this Policy and Procedure. Any exceptions must be noted in Concur.

3. For any Authorized Travel that requires an overnight stay, the Traveler will be reimbursed at a rate of seventy-five percent (75%) of the established GSA M&IE rate on the first and last day of Authorized Travel using the M&IE rate for the respective lodging location.

4. For single day travel that is more than fifty (50) miles from the Traveler's Point of Origin, the seventy-five percent rule applies. For travel of less than fifty (50) miles that does not require an overnight stay, no meal reimbursement applies.

H. SUPPORT:

1. All account administration and management for user access will be routed to the NW3C Help Desk: Internal: ext. 4357; External: 304-367-8787; and Email: HelpDesk@nw3c.org. Please refer to the Help Desk Policies and Procedures at http://portal.nw3c.org/docs/default- source/default-document-library/nw3c-help-desk-policy-and-procedures.pdf.

2. Assistance pertaining to travel and expenses, including but not limited to, creating expense reports, Concur website access, per diem rates, etc. should be routed to the NW3C HelpDesk. If additional assistance is required, the NW3C HelpDesk will coordinate and escalate the ticket to the best suited, available support person. For immediate assistance with travel and expense user questions and issues, support is available through the Concur Support Hotline: 1-866-793-4040, 24x7 online chat from the Concur website, Concur frequently asked questions from the Concur website, and the Gant Travel Support Number: 877-924-0303.

VI. GENERAL RULES RELATING TO MISCELLANEOUS TRAVEL EXPENSES:

A. Travelers are responsible for properly completing and submitting the Concur Expense Report when requesting reimbursement for Travel and Business Expenses.

B. NW3C employees and non-employees must report actual costs for all expenses other than meals incurred while on Authorized Travel.

C. Copies of the following receipts must be attached to the Concur Expense Report: hotel receipts, which include documented business calls and charges for other business expenses (such as fax, telephone, Internet access, or photocopy fees);

1. all parking, which may include, but not be limited to, hotels, events, airports, long- term/extended stay parking and toll receipts over five dollars ($5.00) per day;
2. taxicab receipts; and
3. receipts for expenses incurred during Authorized Travel, including, but not limited to, travel by air, bus, train, rental car, NW3C-owned automobile or Privately-Owned Vehicle.

D. Any personal expenses, or purely optional expenses, are non-reimbursable. Examples of non- reimbursable expenses include, but are not limited to, the following: alcoholic beverages; club dues for airlines or rental car companies, unless President/CEO approved as business necessity; in-air items such as headset rentals, internet, Wi-Fi access, movies or other entertainment; in- room hotel movies or other entertainment items; fines for traffic violations; optional insurances selected by the Traveler; or personal items needed while traveling.

VII. RESPONSIBILITIES OF THE MANAGER, SUPERVISOR, OR COORDINATOR:

A. Travel for NW3C employees must be authorized and assigned by the employee's manager or supervisor. The manager and supervisor will be the Approver for the Concur Expense Report.

B. The coordinator for Consultants will fill out the Consultant Travel Information Form and will book Authorized Travel in Concur for the Consultant. The Consultant Travel Information Form must include the non-employee's name, address, email address, occupation, employment status, and purpose for the non-employee Authorized Travel, the dates of the event, and the funding source. A copy of this Consultant Travel Information Form must be sent to the Contract Administrator to conduct an Independent Contractor Review at least once a year. If any changes occur to the Consultant's or Guest's information previously provided, such as, changing employers, moving to a different state or changing employment status to retired or part-time, the coordinator will submit a new Consultant Travel Form to the Contract Administrator, prior to booking Authorized Travel.

C. Guests traveling on behalf of NW3C up to two (2) times per year must complete a Guest Travel Profile and Request for Travel Form that will be approved and submitted by the requesting manager. This Authorized Travel will be booked and expenses entered into Concur by the Travel Administrator. At the conclusion of the trip, Guests must complete a Request for Reimbursement Form and must attach all required receipts and forward to the Travel Administrator or requesting manager.

D. Authorized Travel for Guests and Consultants must be authorized and assigned by the coordinator of the training or event and will be approved by the manager or supervisor.

E. The manager, supervisor, or coordinator is responsible for ensuring that NW3C Travelers are aware of, understand, and comply with all applicable NW3C policies and procedures.

F. The manager, supervisor, or coordinator is responsible for reviewing and approving the Concur Expense Report and that all necessary documentation required is included.

VIII. RESPONSIBILITIES OF THE CONTRACT ADMINISTRATOR/ SAFETY OFFICER:

A. The Contract Administrator is responsible for conducting an independent contractor review, updating the status of Consultants, as necessary, and receiving and maintaining The Consultant Travel Form.

B. The Contract Administrator will receive information on all moving and non-moving traffic violations and reported accidents in accordance with NW3C's Safety Policy and Procedure. The Contract Administrator will notify the appropriate manager, the President, or designee, and the Insurance Company on all accidents and traffic violations.

IX. RESPONSIBILITIES OF THE ACCOUNTING PROCESSOR:

A. After an expense report in Concur has been approved, the expense report will be marked as "Approved & In Accounting Review," and ready for processing. Only NW3C Finance staff identified as the Accounting Processors in Concur may process Concur Expense Reports.

B. The Accounting Processor will take one of the following actions on the Concur Expense Report:
   1. Mark the Expense Report as "Approved" for payment;
   2. Return the Expense Report to the Traveler for any necessary edits or corrections; or
   3. Return the Expense Report to the initial Approver for further review.

C. The Accounting Processor is responsible for ensuring any Concur Expense Report is accurate, in compliance with the Travel and Expense Management Policy and Procedure, and complete based on the information provided.

X. RESPONSIBILITIES OF THE TRAVELER:

A. Traveler must complete and maintain Concur Profile including all hotel, airline and rental car reward programs. It is the responsibility of the Traveler to pay all fees associated with club memberships. Charges for club memberships are not eligible for reimbursement. NW3C is not responsible or liable for any misuse, problems, or mistakes relating to club memberships and travel reservations. Travelers may retain all benefits of their club memberships. NW3C will not reimburse Travelers for any estimated value of Reward Program points when used for NW3C Authorized Travel.

B. Travelers are authorized to book any airline tickets, hotels and/or rental cars for authorized NW3C Authorized Travel based on the established policy and guidelines. The Traveler should purchase airline tickets in the Concur System thirty (30) days, but not less than ten (10) days, before departure date to obtain

the most cost effective means of Travel. Management approval is required for Authorized Travel booked more than thirty (30) days in advance.

C. Travelers must complete all required sections in Concur relating to the Authorized Travel. Concur has specific limitations, exclusions, and parameters built into the Concur System to ensure adherence to the Travel and Expense Management Policy and Procedure. As long as the Traveler books travel that does not generate a policy violation and is within allowable variances, the Authorized Travel may be booked, subject to the cancellation policy of the specific vendor. If the Travel item being booked violates a policy or is outside an allowable variance, the Approver will receive an alert and the Travel item will require an exception based approval from the manager or supervisor.

D. Travelers must notify their manager, supervisor or coordinator of any cancellations or changes to a reservation. Any changes resulting in additional charges or fees must have management approval and receipts are required for reimbursement. Failure to follow this procedure may result in disallowance of reimbursement of these fees and/or surcharges.

E. Travelers must make every effort to use original NW3C airline tickets issued for business travel.

F. Travelers must submit all required receipts to be eligible for expense reimbursement.

G. Travelers must carry their NW3C identification with them at all times when traveling. NW3C identification may be required by hotels to receive the established government rate.

XI. RESPONSIBILITIES OF THE TRAVEL ADMINISTRATOR:

A. Based on guidelines established by the President, or designee, the Travel Administrator will act as the point of contact for system modifications, updates, corporate travel policies, and required fields in Concur.

B. The Travel Administrator will process requests for Guest Travel to include booking and reimbursements.

C. The Travel Administrator will receive and distribute unused ticket reports as applicable.

D. In an emergency situation, any changes to the Travel Itinerary that does not incur an additional cost to NW3C may be booked by the Traveler. The Traveler must contact the Travel Administrator, their manager or supervisor for approval prior to incurring any additional cost. Any additional costs must be noted and an explanation provided in the Concur Expense Report with the required documentation.

XII. INDIRECT ROUTE/INTERRUPTED TRAVEL:

When a Traveler requests Interrupted Travel while on Authorized Travel, reimbursement is limited to the amount that would have been paid for the direct or regularly traveled route.

Travelers must sign a waiver when Authorized Travel will be interrupted using the Acknowledgement Waiver of NW3C Liability During Interrupted Travel. The Interrupted Travel Form must be signed by employees, Consultants, and Guests. Employees must use leave without pay or vacation for those business days during the Interrupted Travel period. Expenses incurred for or during Interrupted Travel days are not reimbursable.

XIII. EMPLOYEE TRAVEL ADVANCES:

When requesting money in advance of Authorized Travel to pay for Authorized Travel, a NW3C employee must submit a NW3C Request for Travel Advance Form at least two (2) weeks prior to travel to allow for processing of the request. An employee must receive approval by the Controller prior to travel. The Travel Advance will be deducted from the Concur Expense Report when it is processed.

XIV. TRAVEL TO ALASKA, HAWAII, AND PUERTO RICO:

Authorized Travel to non-contiguous states and U.S. territories must be approved by the President, or designee, prior to booking Authorized Travel in Concur. If approved, lodging and meal expense reimbursement rates will be determined using the Defense Travel Management Office (DoD) Per Diem Rates.

XV. FOREIGN TRAVEL:

A. For the purposes of NW3C's Travel Policy and Procedure, foreign travel is defined as Authorized Travel outside the United States and U.S. territories.

B. Because foreign travel using federal funds must be pre-approved in advance by grant-funding agencies, the Traveler must submit a memorandum requesting approval for foreign travel to the President at least sixty (60) business days in advance of the requested foreign travel. The memorandum should describe in detail the purpose, funding source, costs that may be incurred that are specific to the traveler's destination, destination(s), dates, and any other relevant information about the foreign travel.

Lodging and meal Travel Expenses for foreign travel may be reimbursed according to the State Department Foreign Per Diem Rates in effect at the time of Authorized Travel.

CITY OF WATERLOO

Council Communication

Cancellation of assessment for 232 Ricker Street in the amount of $306.27, and 137 Hope Avenue in the amount of $316.87, and authorize City Clerk to notify Black Hawk County Treasurer of said cancellation.

City Council Meeting: 1/17/2023
Prepared: 1/9/2023

SUBJECT:	Cancellation of assessment for 232 Ricker Street in the amount of $306.27, and 137 Hope Avenue in the amount of $316.87, and authorize City Clerk to notify Black Hawk County Treasurer of said cancellation.
Submitted by:	Submitted By: Kelley Felchle, City Clerk
Summary Statement:	**232 Ricker Street:** $55.19 Sewer $112.29 Storm Water $138.79 Garbage **137 Hope Avenue:** $48.24 Water $84.67 Sewer $20.19 Storm Water $163.88 Garbage

CITY OF WATERLOO

Council Communication

Recommendation of appointment of Andrew Widdel from the Civil Service List to the position of Garage Mechanic, at the Public Works Central Garage Department, effective January 23, 2023, pending pre-employment physical and drug testing.

City Council Meeting: 1/17/2023
Prepared: 1/4/2023

ATTACHMENTS:

	Description	Type
	Personnel Request Form and questions	Backup Material

SUBJECT:	Recommendation of appointment of Andrew Widdel from the Civil Service List to the position of Garage Mechanic, at the Public Works Central Garage Department, effective January 23, 2023, pending pre-employment physical and drug testing.
Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager
Recommended Action:	Approve Recommendation
Summary Statement:	With this appointment, Central Garage (Fleet Maintenance) will be filling a vacancy.
Expenditure Required/Source of Funds:	$31.02 - hourly rate $47.81 with benefits General Fund - 010-18-7950-1111

PERSONNEL REQUISITION FORM

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: Garage Mechanic (Fire) Department: Central Garage

Reports To: Fleet Maintenance Supervisor Work Location: Public Works

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: 177
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: Darrel Hartema (Garage Mechanic)
(Specify name and title of former incumbent)

Date incumbent terminated employment: 10-26-22 Date of final payout: 11-07-22

Anticipated start date: ASAP No. of hours/week: 40 Work schedule: 0700-1500 - Mon-Fri

Justification of need for position: This position is to replace a retired employee.

What are the likely consequences if the position is not filled? Critical position in the maintenance of equipment.

APPROVALS

Annual salary requirements: $64,521.60 Hourly Rate: $31.02 Benefits: $47.81
(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: 11-3-22

Mayor — Date

Chief Financial Officer — Date: 11/15/22

Human Resources Director — Date: 11/10/22

Human Resources Committee Chairperson — Date

Created 8/7/2014

PERSONNEL REQUISITION
{Garage Mechanic}

The following questions are provided as guidelines to assist you in developing your rational for the position of ***{Mechanic}*** in the ***{Central Garage/Public Works}*** 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? **Vehicle/Heavy Duty Mechanic supporting heavy duty equipment (Sanitation, Sewer, Street, Leisure Services, Traffic) along with Police and Fire Departments.**

(2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not? **The department has similar classifications; however our current ratio of equipment to mechanic is 61 to 1.**

(3) How is the work of this position being accomplished now? **The current work load is more than what the staff is able to keep up with at this time.**

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

(5) How would filling this position meet the needs of your department or the City on either a short-term basis (if temporary position) or a long-term basis (if a regular position)? **This position primarily supports the Sanitation, Street, Sewer, Leisure Services and Traffic Departments, providing equipment and vehicle maintenance to the fleet**.

(6) What cost savings or revenues, if any, would your department or the City realize if this position is filled? **This position, while not revenue generating, is critical in providing safe equipment to the departments mentioned above. Also providing public safety to the citizens of Waterloo**.

(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? **The department pays overtime only as necessary. The departmental maintenance backlog and routine service would be reduced by replacing this position.**

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

statistics if possible. **The workload of this position fluctuates depending on seasonal objectives of the department(s).**

(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. Should these positions go unfilled, we will have not have the personnel resources to complete the demands and service expectations that the citizens have come to expect. **This position is responsible to perform all preventive and emergency maintenance on heavy duty equipment including filling in for the Fire mechanic. If not filled, maintenance would need to be outsourced, costing the city nearly double in shop rate labor. Failure to fill this position and outsourcing maintenance will also compromise security and availablilty for equipment when needed in time of natural disasters such as floods, storm damage, trash pickup and snow removal.**

(10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation? **As any position, some jobs can't be completed with the timeliness expected of both the department and the customer.**

(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? **It is possible; however, the City would incur additional expense in labor rates. Considering the equipment this position supports, the need for background checks and security of sensitive components within the vehicles and equipment is equally important.**

(12) How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you? **Public Safety has been determined to be the most critical operation in the City. As such, availability of serviceable equipment for these departments to operate is equally critical. The contribution of this position is critical to the overall objectives of the departments.**

(13) How does this position impact the Goals and Objectives for the City adopted by the City Council? **This position directly impacts the department's ability to develop a customer-centered service delivery approach.**

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

Submit resume by going to www.cityofwaterlooiowa.com **clicking on Job Opportunities, reviewing the Garage Mechanic description and following directions to submit cover letter and resume. We will not accept mailed, faxed, hand-delivered or directly emailed resumes. Deadline to submit resume is Noon on Friday, xxx xx, 2022.**

CIVIL SERVICE NOTICE

CITY OF WATERLOO, IOWA

OPEN EXAMINATION

GARAGE MECHANIC

DEPARTMENT	:	**CENTRAL GARAGE**
SALARY	:	**$30.02 per hour with $1.00 increase after 6 month probation**
FLSA	:	**NON-EXEMPT**
CIVIL SERVICE	:	**INCLUDED**
BARGAINING UNIT	:	**MUNICIPAL EMPLOYEES LOCAL #177**

GENERAL STATEMENT OF DUTIES

Skilled, highly technical position, responsible for repair and maintenance of over 600 on and off highway gas, diesel and electric powered equipment operated by the City. The work is performed under the general direction of the Fleet Maintenance Director, but considerable leeway is granted for independent judgment.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

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

1. Performs routine preventive maintenance on a variety of gasoline, diesel, and electrical powered equipment.
2. Repairs gasoline, diesel, and electrical engines, transmissions and drive trains.
3. Troubleshoots, diagnoses and repairs automotive electrical failures.
4. Performs tire replacement/repair, fuel systems diagnosis/repair, brake repair, suspension system repair, cooling system repairs, clutch/transmission replacement/repair, driveline repair and hydraulic systems diagnosis/repair.
5. Operate hand held, onboard or web based diagnostic tools to aid in repairs.
6. Repairs hydraulic pumps and lines. Fabricates/manufacture hydraulic lines to proper pressure ratings and performs pressure testing of lines.
7. Performs major overhaul on gasoline and diesel engines.
8. Performs layout and fabrication of metal assemblies and weldments. Performs welding/cutting as needed
9. Performs design and creation of jigs to aid in the fabrication of parts.
10. Performs mechanical duties either in shop or on service call, responding to calls for service at remote job sites. Works outside in all weather conditions.
11. Replaces or repairs major components of fire apparatus high volume centrifugal water pumps.
12. Maintains accurate records of all parts and/or component replacements. Documents all maintenance performed on equipment being maintained/repaired.

13. May assist with writing specifications for the purchase of new equipment, including fire and medical apparatus.

14. Lifts, moves, carries, pushes and pulls objects weighing up to one hundred pounds with assistance, as needed.

15. Works near and around mechanical, hydraulic and electrical hazards; atmosphere may contain dust; environment may be hot/cold, noisy, low visibility, slippery surfaces, dirty/oily/greasy; there may be unfavorable natural ventilation and mobility may be limited.

16. Works independently and with others with minimum supervision.

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

18. Performs all work duties and activities in accordance with City policies, procedures and OSHA, including City and departmental safety rules and regulations.

19. Ability to use a computer and tablets to record daily work logs and records

20. Performs all other related duties as assigned.

REQUIRED KNOWLEDGE & ABILITIES

1. Working knowledge of engines, drive trains, chassis, cooling, electrical and hydraulic systems.

2. Knowledge of properties and characteristics of metals used for cutting, welding and forming objects.

3. Ability to cut and join metal parts for fabrication and repair of vehicles and equipment.

4. Basic knowledge of blueprint reading.

5. Knowledge of occupational hazards and the safety precautions necessary in the maintenance and repair of vehicles.

6. Ability to assess vehicle and equipment problems and make independent decisions on repair or maintenance needs.

7. Ability to complete daily work sheets and keep thorough logs and maintenance records.

8. Ability to complete assigned work projects without direct supervision.

9. Ability to interact with coworkers and supervisors and maintain effective working relationships.

10. Ability to communicate effectively and understand written and oral instructions.

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

ACCEPTABLE EXPERIENCE & TRAINING

1. Associate's Degree in car or truck mechanics with minimum two years' experience in major repair of vehicles

or

Technical school graduate with a diploma in automotive mechanics and minimum three years' experience as defined

or

High school graduate/GED with minimum four years' experience as defined.

2. Work experience must be verifiable with a dealership, private repair facility, truck stop/service center, construction company, governmental agency/school system or other legitimate business.

3. Required to possess or obtain an Iowa Class A Commercial Drivers' License (CDL) with air brake and tanker endorsements within 6 months of employment. Good driving record based on City of Waterloo driver performance criteria. A candidate with any of the following will not be considered for employment: loss of license for any reason during the period of candidacy for employment, if the candidate remains without a valid, current license for the position when the City issues an offer of employment; loss of license, plea of guilty, plea of no contest or its equivalent or

conviction for OWI, reckless driving or other major moving violation within the previous five years; four or more citations for moving violations within the previous three-year period, excluding speeding violations of 10 mph or less over the posted speed limit; three or more citations for moving violations within the previous one-year period. After appointment to the position, disciplinary action or continuing employment status may be reviewed for the following: four or more moving violations within the previous three years, three or more moving violations within the previous one year or loss of license or conviction for OWI, reckless driving or other major moving violation within the previous five years; two or more at-fault accidents within a three-year period while driving on City business; three or more at-fault within a three-year period.

4. An applicant's driving record will be reviewed prior to consideration for an interview, prior to offer of employment and at least annually after hire.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient strength to perform assigned tasks including but not limited to lifting and carrying up to one hundred pounds with assistance as needed.

2. Sufficient speech and hearing that permits the employee to communicate effectively with coworkers and supervisors.

3. Sufficient personal mobility that permits the employee to operate vehicles in all types of weather, move from one City facility or work site to another and work in cramped spaces or difficult to reach areas.

4. Sufficient manual dexterity and hand/eye coordination for safe operation of manual and powered equipment; ability to grasp/grip a wide range of tools.

5. Sufficient depth perception, peripheral vision and color vision to work around machinery, operate equipment and identify indicator lights.

6. Adequate hearing to diagnose vehicle problems and to communicate with coworkers.

MISCELLANEOUS

1. Must wear personal protective equipment whenever and wherever necessary such as safety shoes, safety glasses, hardhat, welding shield, hearing protection and gloves.

2. Must wear standard uniform as supplied by City.

3. Must submit to Department of Transportation requirements including pre-employment, post-accident, reasonable suspicion, random and return-to-duty/follow-up alcohol and drug testing.

4. Following a conditional offer of employment, the City of Waterloo requires a physical and drug test by a physician of the City's choice to determine if an applicant is capable of performing the essential functions of the position. Failure to pass the physical exam and drug test will result in withdrawal of the employment offer.

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

6. Must comply with City of Waterloo Residency Policy for Critical Employees (live within 30-mile radius of Waterloo City Hall). Will be given reasonable compliance period as determined by supervisor.

7. Must submit to and pass Civil Service examination procedures including a panel interview.

WORK SCHEDULE

Will be assigned to a shift that is one of the following: 7:00 a.m.-3:00 p.m. or 3:00 p.m.-11:00 p.m. Monday-Friday. Required to report for work as needed any time during emergencies that are usually caused by extreme

weather conditions.

ORAL EXAMINATION

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

ORAL EXAMINATION DATE

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

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

GARAGE MECHANIC DESCRIPTION September 2022

CITY OF WATERLOO

Council Communication

Motion to approve Tobacco License for Mersim's Grocery, located at 3025 Kimball Avenue.

City Council Meeting: 1/17/2023
Prepared: 1/10/2023

SUBJECT:	Motion to approve Tobacco License for Mersim's Grocery, located at 3025 Kimball Avenue.
Submitted by:	Submitted By: Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

Nomination of the Friedl Bakery Building, located at 302 Commercial Street, to the National Register of Historic Places.

City Council Meeting: 1/17/2023
Prepared: 1/4/2023

ATTACHMENTS:

	Description	Type
	Staff Report	Backup Material
	Map	Backup Material
	Historic Review Packet	Backup Material

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.
Resolution to support, approve and authorize submittal of the nomination of the Friedl Bakery Building, located at 302 Commercial Street, to the National Register of Historic Places, and authorizing the Mayor and City Clerk to execute said documents.

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Recommended Action:

Approval.

Summary Statement:

The City of Waterloo and the Waterloo Historic Preservation Commission are requesting the Friedl Bakery Building be nominated to the National Register of Historic Places.

The Historic Preservation Commission recommended approval of the nomination with a vote of 5-0 at their December 20, 2022 meeting.

The Planning, Programming, and Zoning Commission will review the request at their upcoming meeting on January 10, 2022. Their recommendation will be reported at the Council meeting.

The applicants are proposing to designate the Friedl Bakery Building to the National Register of Historic Places. The State nominations Review Committee (SNRC) plans to consider the nomination on February 10, 2023. In order to be nominated to the National Register of Historic Places, a nomination of a building or location must be made to the Historic Preservation Commission and the application packet filed. The Commission then evaluates the submitted material and makes a motion to either approve or deny the nomination. If it is approved, the application is then sent to the State Historic Preservation Office for review. The Historic Preservation

Neighborhood Impact:	Commission then submits the application to the Planning, Programming and Zoning Commission for a recommendation then submits the application to City Council for official action. The Historic Preservation Commission voted on December 20, 2022 to approve the nomination and the Planning, Programming, and Zoning Commission will vote on the nomination at their January 10, 2023 meeting. A public hearing was held on December 20, 2022 and the property owner and historic preservation consultant for the property were notified of the meeting the opportunity submit questions. There was no comments in opposition to the nomination. Staff feels that overall, the designation of this building would be a benefit to the community as it would support both the preservation of a historic area and assist in the redevelopment of the downtown area. The registration packet for the National Register of Historic Places is on file in the Planning and Zoning department office and available for review.
Data/Analysis and Strategies:	Historic Preservation
Expenditure Required/Source of Funds:	None
Alternative:	The Friedl Bakery Building would not receive the historic nomination.

PROJECT: Friedl Bakery- 302 Commercial Street

DESCRIPTION: Request for a resolution of support for National Register of Historic Places Nomination

STAFF ANALYSIS: The Friedl Bakery building located at 302 Commercial Street was built in 1910, according to the Black Hawk County Real Estate Mapping Website. The structure was the Friedl Bakery between 1910 and 1927. The building has been redeveloped into a mixed use development with 12 Condos and Commercial spaces on the first floor.

As Stated by Jennifer James: "The Friedl Bakery Building retains sufficient integrity as an individually eligible National Register of Historic Places property, through the National Register of Historic Places – listed Multiple Property Document (MPD) "Historic and Architectural Resources of Waterloo," accepted in the Register August 8, 2014."

Historic significance criteria. Analytical factors used in determining if a building, structure, object, site, or district is historically significant. The criteria apply to the quality of significance in American history, architecture, archaeology, engineering, and culture that is present in buildings, structures, sites, or districts that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

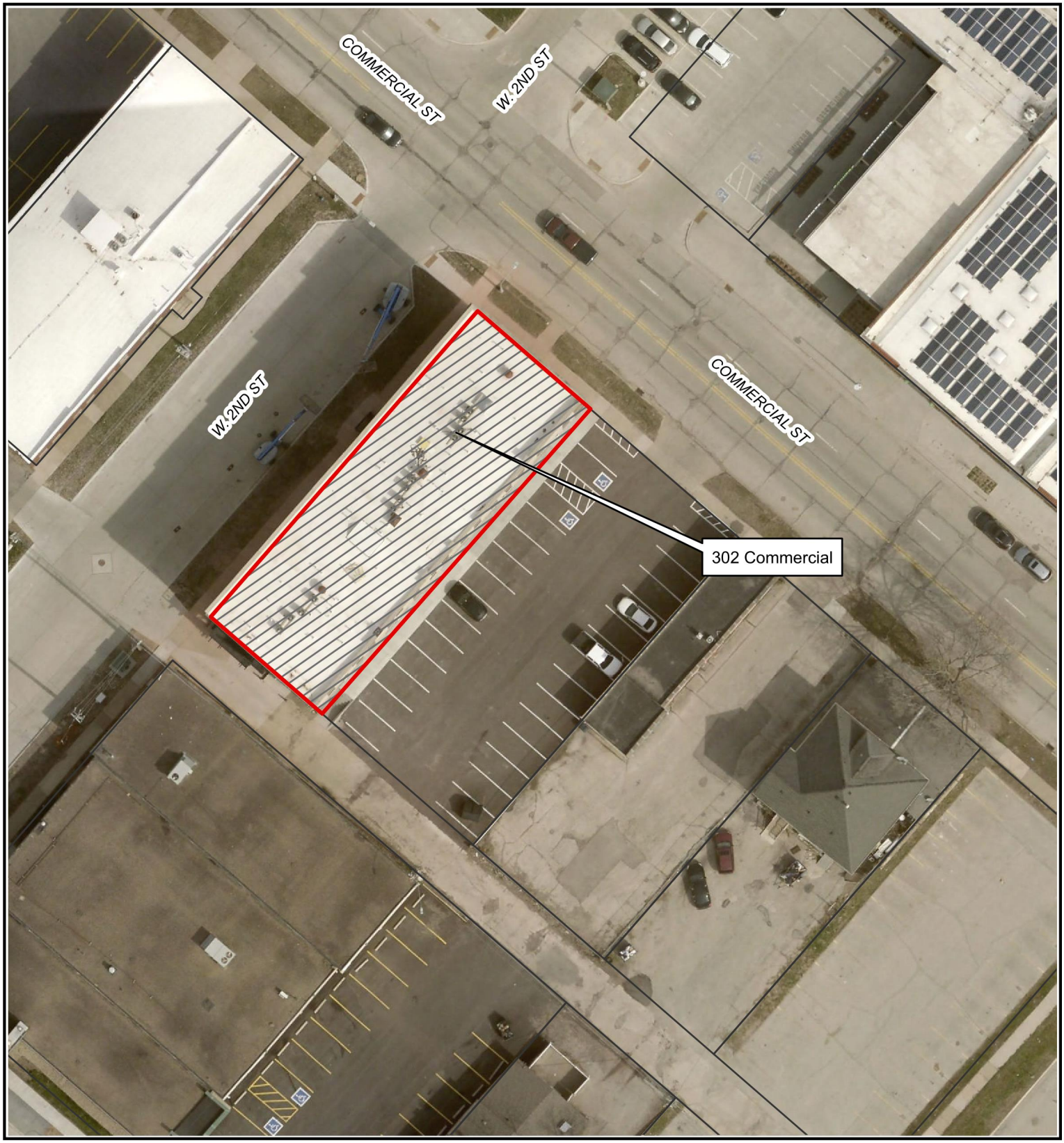
(a) That are associated with events that have made significant contributions to the broad patterns of our history; or

(b) That are associated with the lives of significant persons in the past; or

(c) That embody the distinctive characteristics of a type, period, or method of construction, that represent the work of a master, that possess high artistic value, or that represent a significant and distinguishable entity whose components may lack individual distinction; or

d) That have yielded, or may be likely to yield, information important in history or prehistory.

City of Waterloo Planning, Programming and Zoning Commission
January 10, 2023



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CITY OF WATERLOO OFFICIAL SEAL

302 Commercial Street
Historic Nomination
Cedar Valley Real Estate, LLC

50 25 0 50 Feet

United States Department of the Interior
National Park Service

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form.* If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.
Place additional certification comments, entries, and narrative items on continuation sheets if needed (NPS Form 10-900a).

1. Name of Property

historic name Friedl Bakery Building
other names/site number
Name of Multiple Property Listing Historic and Architectural Resources of Waterloo [Iowa]

(Enter "N/A" if property is not part of a multiple property listing)

2. Location

street & number 302 Commercial Street ☐ not for publication
city or town Waterloo ☐ vicinity
state Iowa county Black Hawk zip code 50701

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this **_x_** nomination ___ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property **_x_** meets ___ does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance: ___ **national** ___ **statewide** **_x_** **local**

Applicable National Register Criteria: **_x_** **A** ___ **B** ___ **C** ___ **D**

Signature of certifying official/Title: Deputy State Historic Preservation Officer Date

State Historical Society of Iowa
State or Federal agency/bureau or Tribal Government

In my opinion, the property ___ meets ___ does not meet the National Register criteria.

Signature of commenting official Date

Title State or Federal agency/bureau or Tribal Government

4. National Park Service Certification

I hereby certify that this property is:

___ entered in the National Register
___ determined eligible for the National Register
___ determined not eligible for the National Register
___ removed from the National Register
___ other (explain:) _____

Signature of the Keeper Date of Action

Friedl Bakery Building | Black Hawk, Iowa
Name of Property | County and State

5. Classification

Ownership of Property
(Check as many boxes as apply.)

- [x] private
- [ ] public - Local
- [ ] public - State
- [ ] public - Federal

Category of Property
(Check only **one** box.)

- [x] building(s)
- [ ] district
- [ ] site
- [ ] structure
- [ ] object

Number of Resources within Property
(Do not include previously listed resources in the count.)

Contributing	Noncontributing	
1	0	buildings
0	0	site
0	0	structure
0	0	object
1	0	**Total**

Number of contributing resources previously listed in the National Register: 0

6. Function or Use

Historic Functions
(Enter categories from instructions.)

COMMERCE/TRADE/specialty store/bakery
INDUSTRY/PROCESSING/EXTRACTION/
manufacturing facility
DOMESTIC/multiple dwelling

Current Functions
(Enter categories from instructions.)

COMMERCE/TRADE/ specialty store
COMMERCE/TRADE/ business
DOMESTIC/multiple dwelling

7. Description

Architectural Classification
(Enter categories from instructions.)

LATE 19TH AND 20TH CENTURY AMERICAN
MOVEMENTS/Classical Revival

Materials
(Enter categories from instructions.)

foundation: BRICK
walls: BRICK
roof: SYNTHETICS
other: STONE

Narrative Description

Summary Paragraph (Briefly describe the current, general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

The three-story Friedl Bakery Building is located at the corner of Commercial Street and West Second Street within the downtown Waterloo west side commercial business district on the Cedar River, in the county seat of Black Hawk County, Iowa. Built in 1911 as a bakery plant, the 28,000-square-foot building was designed for baking operations from the full basement through second floor, and the top floor was reserved for a baker's apartment with additional leased units.[1] The rectangularly massed masonry building with rear-sloping roof behind stepped parapets was designed in the popular Classical Revival style. The exterior features brown finished brick with limestone accents on the symmetrical façade and secondary façade, and unfinished concrete brick on the tertiary elevations. The storefront composition incorporates large display windows under broad lintels flanking a recessed stone-trimmed double door pedestrian entrance; the façade's upper stories contain pairs of double-hung windows grouped under stone lintels and crowned with a stone cornice. Rhythmically spaced historic window openings on all four sides illuminated and ventilated the bakery and upper apartments. There are vehicle loading bays near the rear. The interior includes key historic bakery and apartment spaces with many period of significance materials. The Friedl Bakery Building retains integrity of location, setting, feeling, association, materials, design, and workmanship, reflecting its period of significance spanning 1911 through 1927.

Narrative Description (Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable.)

(**Iowa SHPO Additional Instructions:** After the main **Narrative Description**, discuss any physical alterations since the period of significance under the subheading **Alterations,** and the seven aspects of integrity as it applies to the resource in a **Statement of Integrity** with each aspect discussed in its own paragraph.)

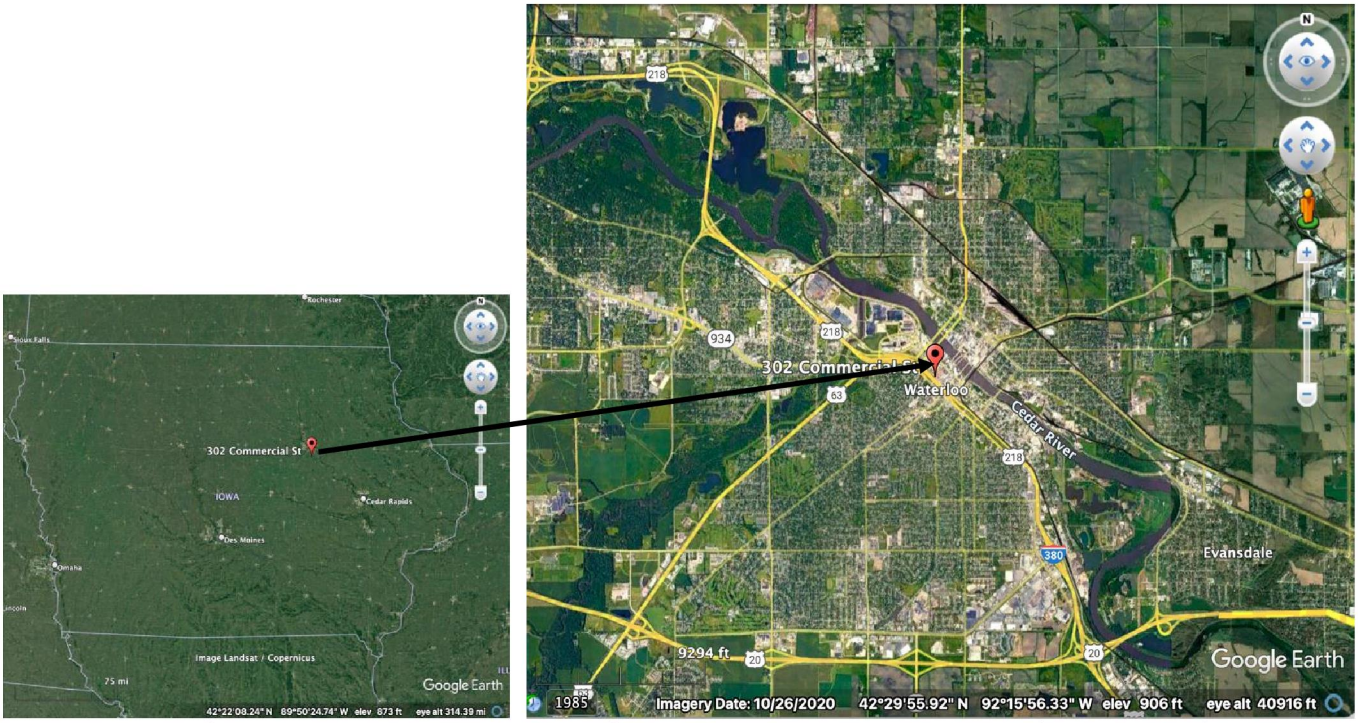
Topography and Setting

Waterloo, Iowa, is located in the northeastern quadrant of the state, within the Cedar River Valley. The Cedar River flows southwesterly as a tributary of the Iowa River, which runs through the state to the Mississippi River at the eastern border. Waterloo, the county seat of Black Hawk County, is bisected into "east" and "west" sides by the Cedar River. Original plats on both sides of the river are angled to the diagonally flowing river, rather than oriented to true north. Commercial Street and other named streets in the West Waterloo plat run parallel to the river (northwest to southeast); numbered streets run perpendicular to the river (northeast to southwest), with some streets crossing at bridges over the river.[2] Historically, rail lines ran along the river and two blocks west of the building—in the vicinity of the current divided highway U.S. Route 218. For simplicity, this nomination will use the shortened terms north, south, east, and west to describe orientations within the neighborhood, as well as the Friedl Building elevations and interiors.

The Friedl Bakery Building, 302 Commercial Street, is located on the western side of downtown, within the flat river flood plain some one-and-half blocks southwest of the river.[3] As its name implies, Commercial Street historically served as a main west side business street, lined with retail, financial, hotel, and civic buildings congregated around the Fourth Street and Fifth Street bridges. North and west of this commercial business core, a concentration of light industrial and manufacturing buildings developed; Commercial Street terminates some four blocks north of the subject building at the former John Deere & Co. tractor works. Extant historic business district buildings include the Waterloo West Commercial Historic District (NRHP 2014; contributing buildings dating 1880s through early 1960s roughly Jefferson Street to Washington Street between W. Fourth and W. Fifth streets); 1914 Hotel Russell-Lamson (NRHP 1988; corner of Commercial and W. Fifth streets,

[1] *The [Waterloo] Courier,* "Friedl Bakery Modern Plant," November 10, 1911: 3.
[2] U.S. Highway 63 bends to cross the river with two bridges, eastbound and westbound, at W. First Street and W. Mullan Avenue.
[3] The building address has ranged from 300, 302, and 304 Commercial Street.

201-15 W. Fifth Street); 1907 Fire Station No. 2 (NRHP 1988; 716 Commercial St.); and 1938 Waterloo Public Library (formerly the U.S. Post Office and federal building, 415 Commercial Street, Waterloo). Scattered extant commercial, manufacturing, and other light industrial buildings also remain in this area, with loss of some of the industrial buildings due flooding, fires, highway and bridge construction, and infill civic projects. Nearby, extant manufacturing buildings are rare survivors, which include four properties identified in the 2014 National Register listed "Historic and Architectural Resources of Downtown Waterloo" Multiple Property Document: the 1911 Friedl Bakery Building and the historically related 1927 Campbell Baking Company complex (NRHP 2016; 325 Commercial Street) across the street,[4] as well as the 1913 Kistner Mortuary and 1947 Peter Pan Bakery buildings in the 300 block of W. Third Street.[5]



Figures 1-2: Left: Red pin marks the location of the Friedl Bakery Building, 302 Commercial Street, Waterloo, Iowa. (Google Earth, 2022) Right: This overview location map shows the Friedl Bakery Building on the west side of the river. (Google Earth, 2022)

Building Site

The Friedl Bakery Building is located on the west side of Commercial Street, at the southwest corner of Commercial and W. Second streets. The building occupies nearly all of one urban platted lot—Lot 5, Block 5, of the Original Plat of West Waterloo. This nomination consists of the one contributing subject building, for which the National Register boundary is Lot 5. The rectangular site is bounded on the east by Commercial Street, with a concrete public sidewalk and narrow grassy public parking strip. West Second Street marks the north end of the site, with a concrete public sidewalk and narrow grassy public parking strip. To the west, the site is edged by a paved public alley. And to the south is a private concrete sidewalk that steps down to the rear alley. Beyond this south sidewalk is a paved parking lot located on Lot 4, which not included in the National Register boundary. The grade on Lot 5 slopes gently down to the west alley. The building footprint

[4] Dieber et al.: E.18: The Peerless Baking Co., a branch of the Kansas City-based Campbell Baking Co., purchased the Friedl & Son Bakery business in 1917 and through its successor conglomerates leased space for a decade in the Friedl Bakery Building prior to building a new facility in 1927, as will be discussed further under the Statement of Significance.
[5] Dieber et al.: F.37, F.38, F.41.

measures 50 feet north-south by 140 feet east-west. There are no site features nor landscaping beyond the sidewalks and grassy parking strips with typical municipal streetlight, parking meters, and signs.

Building Exterior

As designed by the Burkett & Pedicord firm, the Friedl Bakery Building's main 50-foot-wide façade fronts east along Commercial Street, and the 140-foot-long secondary façade fronts north on W. Second Street. As built by general contractor C.A. Gracely, brick is the main exterior façade wall material and the concrete foundation is brick-veneered. There is variegated brown face brick on the symmetrical east façade and nearly symmetrical north secondary façade—enlivened with stone water table, stone entrance pediment, hoodmold lintels, sills with decorative stone squares beneath, decorated string course, projecting cornice, coping, and other detailing.[6] The symmetrical facade has three bays: at the first floor, there are two storefronts with triple windows with transoms flanking a central recessed double door entrance, and above there are three bays of paired windows. The grouped windows are unified by lintel surrounds and continuous sills. The reconstructed storefronts each consist of triple narrow rectangular windows topped with transoms, and unified by lintel and sill treatments. The front entrance is reached by three wide steps that span brick piers set on stone bases, with inset stone panels, and topped with stone capitals crowned by carved semi-circular sunbursts abutting a stone pediment directly over the recessed wood-framed glazed replacement doors and sidelights. At the parapet, stone detailing continues with a stone stringcourse with vertical decorative elements underscoring inset stone-and-brick diamonds and a stone projecting cornice above which the brick wall continues several courses to narrower stone coping. The façade detailing at the cornice briefly wraps the north and south sides.

Figure 3: The Friedl Bakery Building, looking southwest from Commercial and W. Second streets. (Jennifer James Communications, 2021)

On the north secondary façade, the same brick and stone is employed, but in a simpler arrangement. The brick wall continues to a stepped parapet with simple coping. The stone water table continues, above which there are regularly spaced single rectangular double-hung windows marked by stone plain lintels and thinner stone sills. The bays generally align vertically from floor to floor, although the number of bays varies per floor. There are fifteen bays on the first and third floors, seventeen bays on the second floor, plus a small window

[6] The sidewalk level has been raised since original construction, obscuring the original basement windows that remain extant on the interior, and as such the water table now appears on the façade to be more of a plinth.

illuminating the top of the historic elevator shaft. At the first-story level, there are two doorways that have longer original stone lintels; one doorway remains in use with a code-compliant short set of contemporary metal stairs and the other has fixed door glazing. At the far west end near the alley, there is a brick segmental arched loading bay infilled with a pedestrian door. There is one original wood double-hung window next to the loading bay, and the other windows and doors are replacements. On the basement level, due to the sidewalk level being raised since construction, the window openings located below the stone water table are brick-infilled.

There are two tertiary elevations, which both have walls of unglazed concrete common brick: the rear west alley elevation and the south side elevation. At the northwest corner of the west alley elevation, the face brick quoins, and the material changes to unglazed concrete bricks. There is a segmental-arch-top loading bay at the southwest corner of the west elevation. The original brick segmental-arch-top window openings overlooking the alley have cast-stone sills; the number of bays varies, reflecting the different uses of the spaces on each level. The rear fenestration arrangement appears to have been designed around the location of a metal fire escape, which remains in place: At the first story there is one window opening containing an original wood double-hung window and one loading bay with original wood doors intact (preserved behind a protective fixed glazed storm window treatment). At the second story there are five fenestrations: three segmental-arch-top windows, one arch-top wood glazed egress door, and one small rectangular divided-lite metal window. At the third story there are seven fenestrations: six arch-top windows and one arch-top wood glazed egress door. The roof drains to the rear, and there is a gutter and two downspouts. There is also a coal chute metal door and electrical connections.

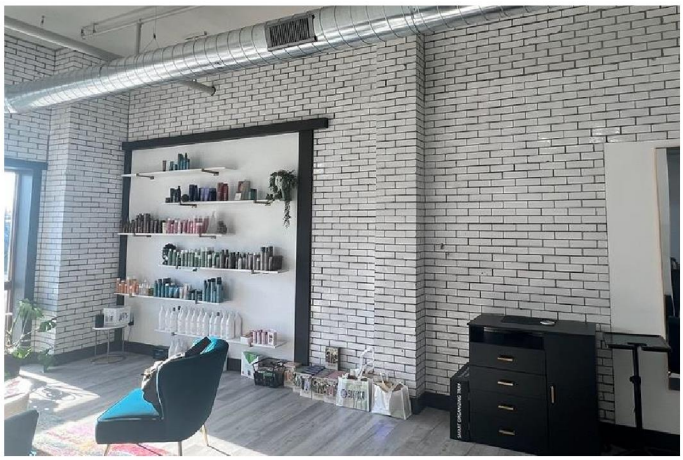
Figures 4-5: Left: The Friedl Bakery Building, looking northwest from Commercial Street. Right: The Friedl Bakery Building, looking southeast from W. Second Street. (Jennifer James Communications, 2021)

The south tertiary elevation, when built, was not visible from the street due to the location of adjoining buildings. The south concrete brick wall continues to a stepped parapet with simple coping, and there is a stub of a former brick chimney. At the first story there are nine bays: one double-hung window, one double set of doors, three single doors, and four storefronts. The second and third stories each contain fifteen segmental-arch-top windows with cast-stone sills, with some windows being narrower and the spacing between windows varying. The first-story fenestrations have changed over time, with evidence of earlier segmental-arch-top openings that have since been brick-infilled so that all openings are now flat topped.[7]

[7] As a working bakery 1911 through 1927, some fenestration changes likely occurred during the period of significance in response to the 1917 change in business ownership, advances in technology including truck delivery vs. horse-drawn wagons, and 1919 removal of the tenement building located near the south elevation. The 1918 Sanborn Fire Insurance Map records fenestrations on the south elevation. In 1969, three bay windows were installed near the rear to provide light and access from the south parking lot into the first-floor commercial space; these bay windows were removed in the 2021 historic tax credit rehabilitation and replaced with storefront

The gently sloping roof is hidden by the parapet walls and the building's three-story height. The roofing is synthetic. There are two historic skylights: one open and one enclosed. Equipment and venting mounts on the roof.

Interior
The building contains about 28,000 square feet of space on the four levels, spanning full basement to third floor. Many of the original historic bakery and third-floor apartment finishes remain within the historic spaces, with additional subdivision and code-compliant upgrades completed during the historic rehabilitation.[8] The main historic (period of significance, or PoS) spaces and current rehabilitative uses are as follows, floor by floor:
• *First floor*: historic front office and retail bakery storefront; central bake shop, rear wrapping and shipping, north freight elevator shaft, and south apartment entrance; adapted to four commercial tenant spaces including front office use, passenger elevator, and continued apartment entrance.
• *Second floor*: historic bakery finished front rooms, central mixing area, rear flour storage, south stairs, and north freight elevator shaft; adapted to six apartments using existing demising walls and a central double-loaded corridor following historic column lines with sub-corridor to passenger elevator.
• *Third floor*: historic on-site baker's apartment and additional leased apartments accessed from a double-loaded central corridor from a staircase and sub-corridor to the freight elevator shaft; with the six apartments located largely within historic floor plans, accessed via south stair and north passenger elevator within historic freight location.
• *Basement*: historic bakery storage, specialty rooms, boiler room, and north freight elevator shaft location; historic walls retained with some additional walls and stairs added to meet life-safety egress, fire separation, and related code compliance.



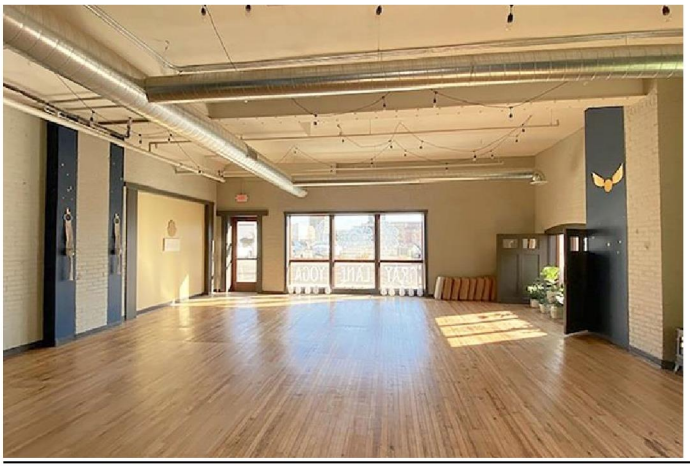
Figures 6-7: Left: The first-floor finished front retail and office, looking east. Right: The first-floor east wall of the baking area, looking southwest. (Jennifer James Communications, 2021-2022)

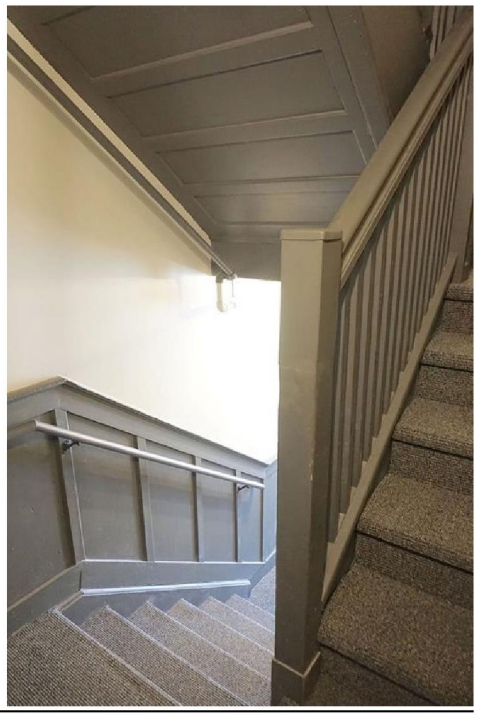
First floor: This level features four tenant spaces located within the four historic bakery spaces, which retain many historic PoS finishes and materials: Front finished office and retail bakery, central baking area with

glazing.
[8] Two key sources for understanding the bakery configurations are a 1911 feature newspaper story about the bakery opening, and the 1918 Sanborn map (Figure 18), the first to include the bakery building. *The Courier* newspaper detailed the opening of the bakery November 10, 1911, in a story headlined "Friedl Bakery Modern Plant: 'Cleanliness Next to Godliness' Rules," which provides two photographs showcasing the new baking facility. The 1918 Sanborn map shows bakery operations on three levels, spanning basement to second floor, with "flats" (apartments) on third floor, including one occupied by a Friedl family member to provide on-site bakery management.

white glazed brick, and unfinished rear loading and delivery area. (See Figures 6 through 9.) The front tenant space is office use: It retains the original tall finished ceiling, finished walls with pilasters in front and limited white tiled bake shop walls at the back of the space, and carpet protecting PoS wood floors in poor condition. The painted wood trim and floor base is replacement, based on historic shadow lines uncovered during the rehabilitation. The front tenant space, a circulation corridor, and two center tenant spaces occupy most of the historic baking area, with PoS white glazed tile walls and pilasters on the perimeter north, west, and south walls, plus circular metal columns and finished ceiling with coved plaster beams, and replacement resilient and wood flooring. The rear tenant space occupies the historic rear wrapping and shipping room: The PoS tall wood ceiling is exposed with east-west steel beams that tie into engaged brick pilasters on the painted masonry perimeter walls, and PoS wood strip tongue-and-groove flooring, plus PoS rear loading bay double wooden doors.

Historic circulation includes the wood-paneled central entrance doors plus egress doors on the south and north elevations, loading bays, wood paneled apartment staircase, and freight elevator shaft, plus the rear exterior fire escape and two replacement code-compliant basement staircases. The rear northwest corner contains an egress door with sidelights inserted into the historic wagon loading bay fronting E. Second Street; there are interior stairs leading up to the rear tenant space and down to the basement. At the rear southeast corner fronting the alley, the historic west wagon loading bay contains PoS wood beaded-board-trimmed doors that open into the tenant space (an exterior storm window provides protection from weather). The third-floor central corridor is original; the second-floor corridor follows original column lines.

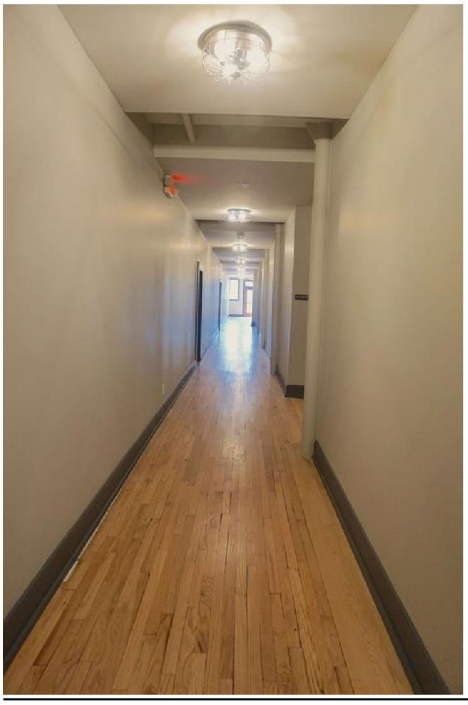




Figures 8-9: Left: Rear wrapping room looking south. Right: Apartment staircase looking southeast. (Jennifer James Communications, 2021)

Second Floor: This floor features six apartments, which occupy three historic bakery spaces: front finished rooms, central baking work room, and rear flour storage. (See Figures 10-11.) The apartments retain period of significance wood floors, finished walls with pilasters, finished ceilings, original coved plaster ceiling beams, exposed metal ceiling beams, metal columns, and wood trim. The wood-paneled central staircase opens to the corridor; the stairs retain wood banisters and railings, and is illuminated by the third-floor skylight. The

historic front finished area, which had a series of smaller rooms, is incorporated into two apartments; historic finishes include the original finished walls, finished ceilings, wood strip flooring, Colonial Revival-style wood casing profile, and taller wood base. The wood-floored central corridor is built along an original column line with four round metal columns visible and engaged with plastered coved ceiling beams. The corridor terminates at the rear egress door to the fire escape. The apartments located within the former bakery mixing room and rear flour storage rooms contain simpler, narrower PoS window trim. In the former mixing room, now occupied by apartments and the central corridor, north-south coved plastered ceiling beams terminate at engaged pilasters. In the rear flour storage rooms, large riveted exposed metal beams run east-west along the ceiling, terminating at the plaster-finished thick masonry wall dividing the mixing room from the rear flour storage.

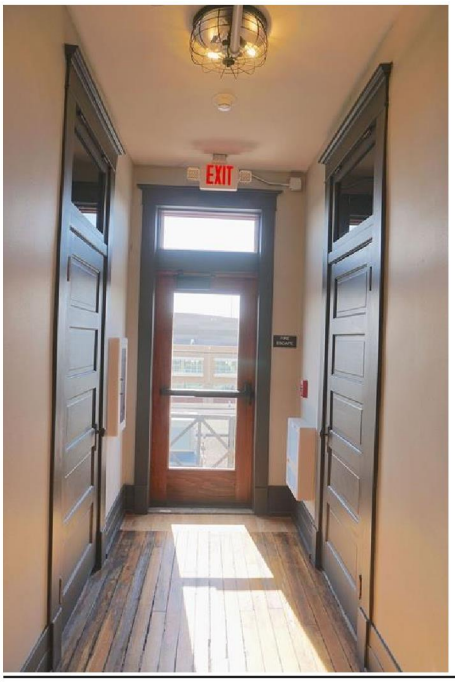


Figures 10-11: Left: The second-floor corridor features original wood flooring, steel columns, and coved ceiling beams, looking west. Right: Typical large riveted exposed metal ceiling beam in an apartment located within one of the rear flour storage rooms, looking east. (Jennifer James Communications, 2021)

Third floor: As built, the top floor contained apartments accessed from a central double-loaded corridor with circulation provided via the south staircase and north freight elevator. (See Figures 12-13.) The top of the wood-paneled stairs has a wood railing and is centered under a deeply recessed skylight framed in beaded board. The central corridor extends west from the staircase to the west egress door and fire escape beyond; there is a code-mandated fire door near the open staircase. The corridor has original wood strip floors, wide wood base, tall door openings with paneled doors topped by transoms with Colonial Revival-style wood casing, a shorter paneled door, some corridor interior ventilation windows and a second (enclosed) skylight. Extending from the main corridor is a sub-corridor to the freight elevator location now containing the passenger elevator. The interiors of the apartments retain PoS finished walls and some added walls, wood trim and base, wood floors, finished ceilings, and some wood paneled doors. The bathrooms and kitchens have been updated with new casework and fixtures, and there is vinyl tile installed over wood floors in water-prone areas.

Basement: The full basement has concrete and brick walls, with massive masonry piers, and a concrete floor. The original exposed wood ceiling remains, preserved beneath gypsum wallboard to meet fire code.

Basement divided-light wood windows remain intact on the interior, although the window openings on the exterior have been infilled with masonry, which has helped keep water out of the building during river flooding. The basement boiler room is located at the west end. Near the northeast corner is the former freight elevator now dedicated to the passenger elevator. In the center are a core of stuccoed masonry-walled rooms that appear to have contained supplies and specialty uses.



Figures 12-13: Left: Typical original third-floor apartment corridor, looking west. Right: Typical original third-floor apartment, looking southeast. (Jennifer James Communications, 2021)

Alterations

The baking industry continued to evolve during the era of bakery operation, 1911 through 1927. Early changes included the end of the Friedl family's operation of the bakery in 1917 and the replacement of horse-drawn carriages with delivery trucks. The period of significance ends in 1927, when the Peerless / Colonial bakery moved to a new facility across the street, ending the bakery use. The year 1927 also marks the final year of the building's ownership by the elder Wenzel Friedl. The building in the post-PoS era (1928 and beyond) was repurposed to general commercial and apartment use, with largely additive changes that retained historic bakery finishes and features beneath cover-up materials. Beginning in the late 1920s and continuing into the 1950s, the Friedl family adapted the first-floor for general commercial use, converted the second floor to apartments, and changed cover-up materials in a piecemeal fashion. A 1969 first-floor remodel included some exterior modifications, including painting the first-story brick, enclosing some windows, altering the storefront windows, and adding bay windows to the south tertiary side. Nearly all of these changes were reversed during the recently completed historic tax credit rehabilitation. Careful removal of cover-up materials revealed intact bakery finishes and features. In summary, the building retains its PoS character-defining exterior features including corner siting, three-story massing, masonry walls with stone detailing, plentiful fenestrations, decorative grouped windows on the façade, and rear loading bays. The PoS character-defining features in the building interior include a mix of finished and industrial exposed work areas with wood floors, painted finished walls, white glazed brick in the baking room, wood trim, wood paneled doors, wood-wainscot central staircase with wood railings, beaded-board-trimmed skylights, round metal columns, plastered coved ceiling beams, some exposed beams and wood ceiling, and exposed masonry and concrete in the basement.

Integrity
The Friedl Bakery Building retains sufficient integrity as an individually eligible National Register of Historic Places property, through the National Register of Historic Places-listed Multiple Property Document (MPD) "Historic and Architectural Resources of Waterloo," accepted in the Register August 8, 2014. The MPD designates the Friedl Bakery Building as individually eligible as a Commercial Property Type II – Second Generation and Reconstructing Main Street Building, 1870-1917.[9] The National Park Service reaffirmed the National Register eligibility for the Friedl Bakery Building with its 2019 approval of the Federal Historic Tax Credit Part 1 Application and 2021 approval of the Part 3 Application certification of rehabilitation work. In its rehabilitated condition, the Friedl Bakery Building now showcases more historic fabric that when it was included in the 2014 MPD. For this reason, the Friedl Bakery Building remains eligible under the MPD's registration requirements by possessing key components of a Commercial Property Type II – Second Generation and Reconstructing Main Street Building (1870 – 1917), including integrity of its associative and architectural characteristics, as well as "essential characteristics such as massing, survival of the historic pattern of fenestration and storefront composition, and contribution to the street's overall profile."[10] As noted in the MPD, commercial storefronts often change and may include cover-up materials, but often the historic fabric is present underneath—as was the case here, where the bakery building's character-defining elements including brick and stone have remained intact and could be restored to their original appearance.

Location: The Friedl Bakery Building remains at its original site in downtown Waterloo. Regarding location, its integrity is excellent.

Design: The integrity of the 1911 design by the Burkett & Pedicord architecture firm is very good. The bakery building continues to employ simple Colonial Revival ornamental detailing in brick, stone, and fenestrations, expressing the historic building function as a commercial bakery building in Waterloo. The historic tax credit rehabilitation restored the exterior to its period of significance design and unveiled long-covered interior materials and features. The four fully fenestrated elevations provided natural light and ventilation, and large delivery doors at the rear facilitated the shipping and receiving of ingredients and baked goods from its corner urban site. The interior retains key spaces, materials, and features reflecting the dual use of the building as a commercial bakery with upper baker apartment and additional leased units. Key interior spaces include finished front rooms, tiled bake shop, exposed rear delivery area within the first floor; second-floor baking and storage operations integrated into apartments, and the original finished upper apartments accessed by the wood-paneled stair and former freight elevator-turned-passenger elevator.

Setting: The integrity of setting is good. The setting on a mostly flat site includes buildings in the immediate one-block radius that have stood since the early and mid-20th century. However, many of the historic manufacturing buildings in the neighborhood have been lost due to flooding, fire, road projects, parking lot creation, and civic projects—which elevates the importance of the Friedl Bakery Building as a rare surviving prewar manufacturing building with original upper apartments. (The rear stagecoach stable on the adjoining lot, which the Friedl family removed in the late 1950s to create the south parking lot, is one such example.) The Friedl family and employees of the bakery under the Friedls and successor baking companies would readily identify the building, given the nearly intact exterior.

Materials: Material integrity on the building exterior and interior is good to very good. The building retains its original brick elevations with brick and stone detailing, nearly all its historic fenestration openings (except for the first-story tertiary south rear fenestration changes), and a few original wood and metal windows, plus historic loading bay openings with one pair of wooden loading doors. In addition, the building

[9] Deiber et al.: F.35-F.36.
[10] Deiber et al: F.35.

retains the decorative façade detailing including restored storefront windows and stone detailing at the centered front door and windows. The PoS character-defining features in the building interior include a mix of finished and industrial exposed work areas with wood floors, white glazed brick in the main bake shop, wood trim, wood paneled doors, wood-wainscot central staircase with wood railings, beaded-board-trimmed skylights, round metal columns, plastered coved ceiling beams, some exposed beams and wood ceiling, and exposed masonry and concrete in the basement. Many of these materials had been covered by post-PoS cover-up materials, which protected the underlying original bakery and apartment finishes and features until the historic tax credit rehabilitation unveiled them.

Workmanship: The integrity of workmanship is very good. The Friedl family expected and received a finely crafted masonry exterior and solidly built masonry walls. The interior includes original plastered surfaces including coved ceiling beams, hand-laid glazed brick and exposed masonry walls, and solid wood floors.

Feeling: The integrity of feeling is good. The Friedl Building as a prewar multistory building retains its stone-enlived symmetrical façade, minimally altered masonry exterior with plentiful fenestrations, and rear loading bays. The interior includes special work zones and living spaces that speak to bakery operations and apartment living in the early 20th century, including the white glazed brick bake shop, exposed walls and ceiling in the rear wrapping and delivery, and staircase and formal central corridor leading to third-story apartments.

Association: The building retains its strong association with the bakery businesses that occupied the building, 1911 through 1927, as well as the Friedl family, which built the building and occupied the on-site baker's apartment.

Friedl Bakery Building | Black Hawk, Iowa
Name of Property | County and State

8. Statement of Significance

Applicable National Register Criteria
(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- [x] A Property is associated with events that have made a significant contribution to the broad patterns of our history.
- [ ] B Property is associated with the lives of persons significant in our past.
- [ ] C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- [ ] D Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations
(Mark "x" in all the boxes that apply.)

Property is:

- [ ] A Owned by a religious institution or used for religious purposes.
- [ ] B removed from its original location.
- [ ] C a birthplace or grave.
- [ ] D a cemetery.
- [ ] E a reconstructed building, object, or structure.
- [ ] F a commemorative property.
- [ ] G less than 50 years old or achieving significance within the past 50 years.

Areas of Significance
(Enter categories from instructions.)
COMMERCE
INDUSTRY

Period of Significance
1911-1927

Significant Dates
1911
1917
1927

Significant Person
(Complete only if Criterion B is marked above.)

Cultural Affiliation (if applicable)
N/A

Architect/Builder
Burkett & Pedicord
Gracely, C.A.

Statement of Significance

Statement of Significance Summary Paragraph (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations).

The Friedl Bakery Building is locally significant and eligible for the National Register of Historic Places due to its association with events that have made a significant local contribution to the broad patterns of Waterloo, Iowa, commercial history: Locally, the building has been noted as the city's first purpose-built fully mechanized bakery building and remains a rare surviving early example of a sanitary food manufacturing facility with a retail storefront in Waterloo. The rise of the mechanized sanitary baking industry in the early twentieth century as part of the pure food movement and the city of Waterloo's growth as an industrial food processing hub played important roles in the community's development, as reflected in the Friedl Bakery Building. Further, the bakery building helps tell the story of the early-twentieth-century shift from local bread baking to the rapid rise of national corporations based on advances in baking science, technology, and transportation. The Friedl Bakery Building meets the MPD's registration requirements as a Commercial Property Type II – Second Generation and Reconstructing Main Street Building, 1870-1917. [11]

The period of significance for Criteria A–Commerce and Industry is 1911 through 1927, reflecting the 1911 W. Friedl & Son construction of the building through 1927, the final year of operation as a commercial bakery, as the Campbell Baking Co./Continental Baking Co, and the final year of baker Wenzel Friedl's ownership of the property. The Friedl Bakery Building's period of significance encompasses the Friedl family's operation of the bakery, 1911 through 1917, the 1917 sale of the family bakery business, and subsequent 1917 through 1927 lease of the building to a regional baking corporation that in turn became part of a national bakery holding company.

Narrative Statement of Significance (Provide **at least one paragraph for each area of significance**.)

(**Iowa SHPO Additional Instructions:** For properties not nominated under Criterion D, include a statement about whether any archaeological remains within or beyond the footprint of the property were assessed as part of this nomination under the subheading **Archaeological Assessment**.)

As a "Commercial Property Type II Second Generation and Reconstructing Main Street: Buildings, Structures, and Objects, 1870-1917," the 1911 Friedl Bakery Building derives local significance for its association with commerce, as well as industry, due to its construction by the local Waterloo bakers who were expanding their operations in the early 20th century from local main street bake shop to regional bread factory with retail storefront. The Friedl Bakery plant represents the trends of mechanizing bread-baking and business expansion to supply the greater Cedar Valley region. The Friedl Bakery Building also remains notable as an early Waterloo sanitary food manufacturing building, reflecting the nascent U.S. sanitary bakery movement with various sanitation measures incorporated into the design by local Waterloo architecture firm Burkett & Pedicord. The Friedl Bakery Building further derives local significance for its association with Commerce due to its association with the broad historical trends of consolidation and corporate baking entity ownership within the bread baking industry through the rise of regional and national baking corporations and holding companies during the period of significance, as illustrated by the W. Friedl & Son Bakery operating 1911 through 1917, until selling the business and leasing the building for a decade (1917 through 1927) to a branch of the Kansas City-based Campbell Baking Co. and its larger corporate successors during the period of significance.

Building Waterloo: Second-Generation Commercial Buildings and Friedl Bakery

In fall 1910, longtime bakery owner Wenzel Friedl purchased the subject property and hired local contractor C.A. Gracely to construct an "immense bakery." Friedl engaged the Waterloo architecture firm Burkett & Pedicord to design the Classical Revival-style three-story-tall building that also included a full basement

[11] Deiber et al: F.35.

utilized by the bakery. As reported in *The Courier,* the Friedl Bakery Building was the largest sanitary bakery in Iowa at the time, and one of only a handful of fully mechanized bakeries in the United States.[12] Success propelled Friedl to expand and build a spacious and sanitary manufacturing facility, factory store, and offices topped by an upper-level of apartment units, including one occupied by bakery partner and son, Philip Friedl (W. Friedl & Son). The Friedl family's selection of the locally popular Classical Revival architectural style—which was employed by central business district banks, hotels and other such commercial buildings—projected the Friedl & Son Bakery's solidity and trustworthiness to the community in a competitive marketplace. As will be discussed further below, previously the Friedl family had its baking facility at 609 Commercial Street (nonextant), with a storefront retail bakery, rear two-story baking facility with oven, and the family apartment above.[13]

Construction of the Friedl Bakery Building occurred during an era of "second-generation" expansion for the City of Waterloo, as it grew into an agricultural industrial center for Iowa.[14] This second era of growth occurred post-Civil War, when Waterloo experienced a four-decade period of unprecedented growth, spanning the 1870s through circa 1915.[15] "Industrial growth abounded during this period when large agricultural and wholesale industries flourished. This impact was reflected in the continued building up and expansion of the commercial district on both sides of the river, including infill on previously empty lots and the replacement of earlier frame buildings," notes the MPD. Two main eras of construction occurred, with the second beginning in 1909 and adapting the popular Classical Revival style.[16]

Waterloo baker Wenzel Friedl (1854-1941) immigrated from Bohemia, also noted as Austria, in 1881 and settled in Dubuque. Friedl moved to Waterloo in 1882, opening a bakery in the 600 block of Commercial Street (nonextant) a half-block from one of the city's flour mills. In 1883, Friedl moved his bakery to his own building, 609 Commercial Street (nonextant), which backed up to the river. In 1895 Friedl hired Waterloo architect J.T. Burkett to design a two-story double storefront on Commercial Street, likely adjoining his bakery.[17] By the early 1900s, the "Friedl Block" consisted of a semi-attached masonry two-story block with four storefronts extending from the bakery at 609 Commercial Street and to 615 Commercial Street. The Friedl Block is non-extant, but the 1900 and 1910 Sanborn maps capture the bakery with a retail storefront backed by a two-story bakeshop with one-story oven section at the rear, and horse stable behind; the Friedl family resided upstairs. Catherine Friedl, Wenzel's spouse, is listed as a homemaker in federal and state census records, but it is acknowledged that she shared a property ownership stake and may have played an active role in the bakery operations.[18]

[12] *The Courier,* "Contract Let for Wenzel Friedl Bldg.," December 17, 1910: 3.

[13] Deiber et al.: F36; city directories.

[14] Deiber et al.; *History of Black Hawk*: 379-386. Also noted in the 2014 MPD, the first-generation era of growth started with settlers arriving the mid-1840s; the early village along the Cedar River was called Prairie Rapids. The 1851 post office petition under the name "Waterloo" established the current name, and the first plat (Original Plat West Waterloo, wherein the Friedl Bakery Building is located) was laid out in 1853, with streets oriented to the river. Growth was accelerated after the community won the county seat in 1855 and secured its first rail connection about 1861. By this time, Waterloo's river-driven industry included lumber, woolen, and flour milling, which attracted farmers and further expanded the commercial base of the city.

[15] Deiber et al.: E3.

[16] Deiber et al: F36-37. Historian Jan Olive Full is credited with delineating the two eras of development.

[17] *The Courier,* "To Erect a New Brick Block," February 7, 1895: 5.

[18] Sanborn maps, 1900 and 1910; city directories; U.S. census records.

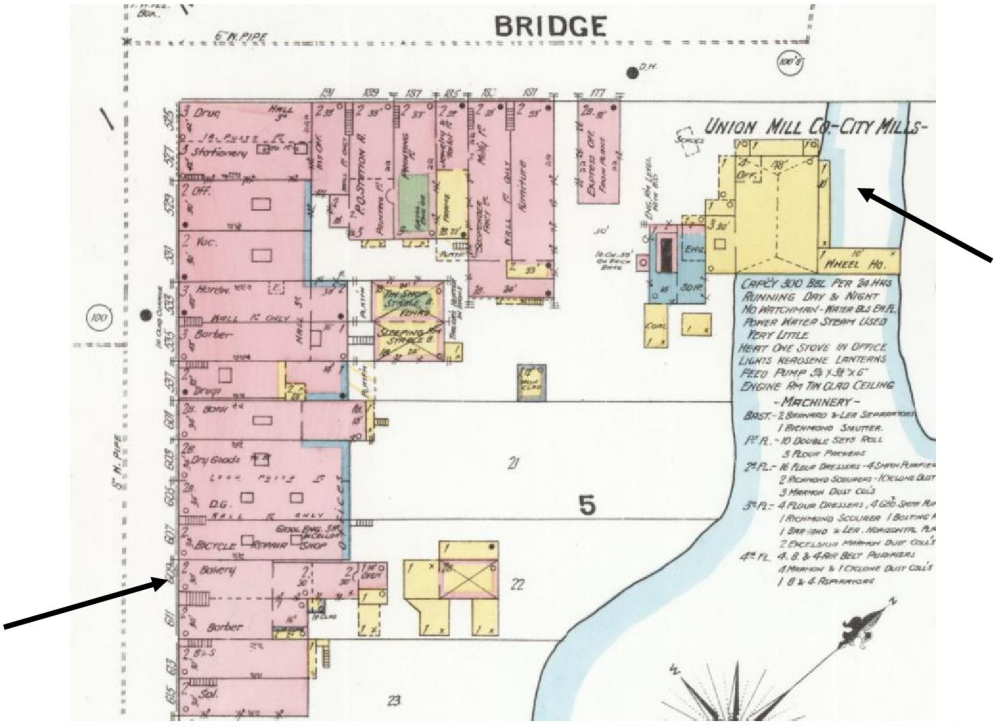


Figure 14: The 1900 Sanborn map shows Friedl Bakery's long-time location at 609 Commercial Street (left arrow), backing to the Cedar River; right arrow points to a nearby flour mill. North arrow imbedded on map. (Sanborn 1900)

At the quarter-century mark, the Friedl Bakery had grown from a family bake shop into a retail and wholesale business employing some fourteen workers, including several family members. This commercial success was captured in a 1907 prominent front-page "Waterloo Booster" tribute to Wenzel Friedl on his 53rd birthday and 25th year baking in the city. The *Waterloo Daily Courier* enthused:

> Today is the fifty-third birthday of Wenzel Friedl, who came to Waterloo twenty-five years ago and has been in the bakery business ever since. Mr. Friedl has been most successful in his business and his establishment, which is one of the oldest in the city, is one of the largest and busiest. For twenty-three years Mr. Friedl has been located at his present quarters at 609 Commercial Street.
>
> ….During the twenty-three years the business has constantly grown. At first, Mr. Friedl was able to do all the work himself, but gradually more assistants were required until at present there are fourteen persons employed at Friedl's bakery including bakers, drivers and other assistants. It is now necessary to work both a day and night shift, to supply the demand for home-made cookery, for in addition to the Waterloo trade they do a large business in shipping to small towns nearby.
>
> Mr. Friedl is a man whose word can be depended upon. He is firm and determined and his success is largely due to his persistent attention to the details of his business. He knows every part of the business thoroughly and assists wherever his services are needed….[19]

[19] *The Courier*, "Boosters for Great Waterloo," March 26, 1907: 1. Wenzel Friedl was involved in civic affairs, as well, including serving on the board of directors of the People's Mutual Building & Loan Association of Waterloo by 1914. *The Courier*, "Serve 35 Years Still on the Job," March 3, 1914: 14.

Waterloo Daily Courier.

NO. 77 TUESDAY EVENING, MARCH 26, 1907—EIGHT PAGES

MORE RELIEF

Cortelyou Enlarges Order for Deposits of Government Funds.

WILD EXCITEMENT

Illogical Advances and Declines Confuse Wall Street Today.

HEAVY LOSSES

Freight Embargo on Washington Counties is Disastrous.

Boosters for Greater Waterloo

WENZEL FRIEDL.

STATE OF SIEGE

Military Authorities Take Steps Protection of Bucharest.

UNWRITTEN LAW UPHELD.

Figure 15: In 1907, The Waterloo Daily Courier dedicated a front page story to Wenzel Friedl as a community booster in celebration of his 53rd birthday and 25th year baking in the city. (The Courier, "Boosters for Great Waterloo," March 26, 1907: 1)

In summer 1909, Friedl announced plans to expand his bakery at the rear of his Friedl Block site; the plans called for a 50x80-foot two-story building "equipped in the latest manner for perfect sanitation and ventilation. The interior walls will be lined with enameled brick. New machinery of the latest pattern will be installed and new ovens constructed…"[20] The expansion appears to have come about from the bakery's success, population growth in Waterloo, subsequent increased demand for bakery bread, and possibly response to competition from former Friedl employees who built a new baking plant in 1905. However, Waterloo's new River Front Improvement Commission planned riverbank beautification, resulting in court injunctions suspending Friedl's construction plans.[21] Faced with this setback, Wenzel Friedl named his 21-year-old son Philip (1889-1970) a partner in the bakery—W. Friedl & Son Bakery—before leaving for a months-long European trip to visit family in Austria (perhaps the German-speaking Sudetenland region of former Czechoslovakia).[22] Philip, also known as Phil, was active in the Iowa Master Bakers Association and the national trade association by the 1910s.[23]

[20] *The Courier,* "Friedl to Build a New Bakery," August 26, 1909: 8.
[21] *The Courier,* "Will Discontinue Fill," November 12, 1909: 14.
[22] *The Courier,* "Leave for Tour of Old Country," April 20, 1910: 8. Perhaps the trip also provided an opportunity to tour bakeries.
[23] See next section on sanitation; also typical involvement shown in *Bakers Review,* Iowa Master Bakers Association meeting, January 1914: 87.

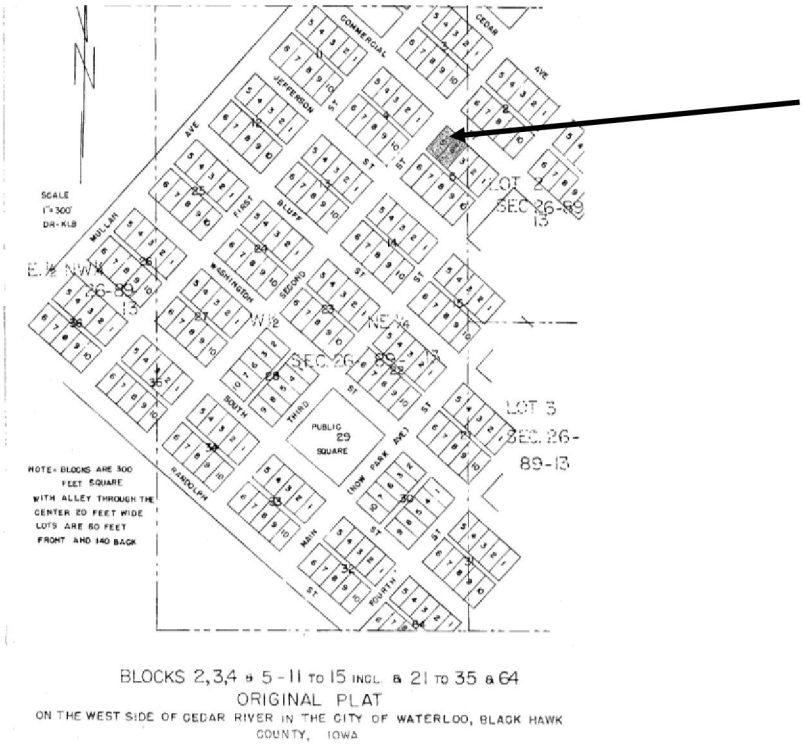
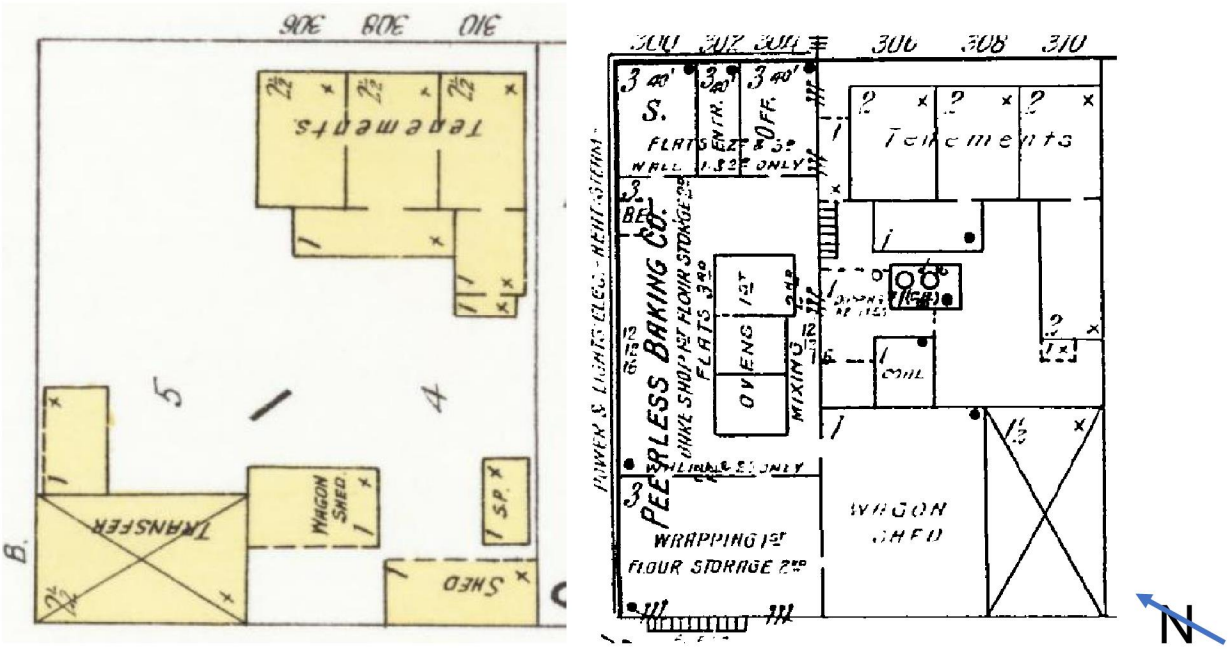


Figure 16: Plat map showing the rotated plat with arrow pointing to the shaded property purchased in 1910 for the new Friedl Bakery Building, at Commercial and W. Second streets; the directional north arrow is drawn on the plat map. (Abstract of Title)

Upon his return in fall 1910, Wenzel closed on a property three blocks north from his existing bakery. The corner property at Commercial and Second Street included an 1850s stagecoach inn that had been converted to tenement apartments plus a stable. Friedl traveled to visit an architect in Joliet, Illinois, who was reported to be preparing plans for his new bakery.[24] Waterloo contractor C.A. Gracley secured the contract to build the new building, reported as a three-story building with basement. *The Courier* hailed the $25,000-some project as an "immense" brick-and-stone bakery plant, "one of the largest in the state, if not the largest"—and thus the largest bakery in the city of Waterloo:

> …. It is the intention of the… firm Wenzel Friedl & Son to utilize the two lower stories and basement for an immense bakery, and the upper story will be prepared in apartments for dwelling purposes. The bakery when completed will be one of the largest, if not the largest, in the state. Pressed brick is the material selected, which will be trimmed with stone, making one of the most attractive edifices in the city.
>
> It is the intention of the owner to drill an artesian well on the premises thus insuring a plentiful supply of the purest water. The foundation has already been laid, and work will be commenced on the superstructure on or about the first of January.[25]

[24] *The Courier,* "Locals and Personals," October 15, 1910: 4; "Real Estate Transfers," October 18, 1910: 9.
[25] *The Courier,* "Old Cedar Valley House Property Is Transferred," October 6, 1910: 6.



Figures 17-18: Left: 1900 Sanborn map shows 1850s stagecoach inn-turned-tenements with rear sheds (Lot 4, 306-310 Commercial Street), with Lot 5 containing an old stable used with the Lot 4 sheds for a transfer business. Right: 1918 Sanborn map shows the same two lots with the 1911 bakery building (Lot 5, 300-304 Commercial Street), one year after Peerless Baking began leasing the building. (Note: The Friedls moved and removed selected pre-existing buildings on Lots 4 and 5: In circa 1911 reconfigured and moved the stable to Lot 4; circa 1919, demolished the Lot 4 tenement house per city requirement; in 1954 dismantled the stable to create a parking lot.)

Work on the 1911 construction of the Friedl building progressed rapidly, according to *The Courier,* which provided updates throughout. To prepare the site, the old stagecoach stable and sheds were moved and reassembled on Lot 4 to provide wagon storage and horse stabling (additional horse and wagon storage may have been used off site).[26] The building's first story was erected by early February 1911.[27] Upon the building's completion in November 1911, *The Courier* dedicated a full-page story with photographs covering the new bakery—a long story by *Courier* standards— detailing the bakery's expanded business, and use of sanitary methods and new technology. The headline summarized the local importance of the building to Waterloo: "Friedl Bakery Modern Plant; 'Cleanliness Next to Godliness' Rules; Only Three other Establishments in Country Similarly Equipped." The story declared the bakery size to be "mammoth" and the conditions clean and sanitary: "Bread, wholesome and nutritious, made without hands is practically accomplished in the new bakery plant of W. Friedl & Son in the three-story building at the corner of Commercial and Second Streets. From the time the flour is placed in the blender in the basement, reaches the second floor by means of an elevator and passes through the dividing and weighting machines and into the carrier which delivers to a moulder on the first floor, from where it goes into pans, later to the steam room, then to the ovens, and shows later ready for delivery, the finished product has been scarcely touched by the workmen…."[28] Raw ingredients flowed through loading bays, circulating within the building via the freight elevator to the second-floor flour storage and mixing room; baking occurred in the first-floor ovens with some specialty frying in the basement;

[26] *The Courier,* "Old Cedar Valley House Property Is Transferred," October 6, 1910: 6; "Waterloo's First Hotel, Built in 1857, Condemned," July 30, 1919: 11. Newspaper coverage noted that the city's first hotel, the former Cedar Valley House, had stood on Lot 4 since 1857. It was later converted into a rooming house/tenenment, but lacked city sewer and water. Condemnation of the "historical landmark" was the city's first enforcement of Iowa housing law. Wentzl Friedl allowed poor families to live there rent-free, and he negotiated an extension on the demolition timeline for the families to find alternative housing.
[27] *The Courier,* "City in Brief," February 4, 1911: 12.
[28] *The Courier,* "Friedl Bakery Modern Plant," November 10, 1911: 3.

before heading to the rear first-floor wrapping room; and finally loading out via rear wagon bays, with deliveries bound for wholesale accounts and also sold in the retail storefront.

Although *The Courier* reported that Friedl had consulted an unnamed Illinois architect, the Waterloo architecture firm of Burkett & Pedicord was credited with the building design.[29] The principals of the Burkett & Pedicord firm were established architect J.T. Burkett (1849-1938) and younger associate William L. Pedicord (1887-1953), who were for a few years in partnership (circa 1908-1911).[30] Burkett, named one of Waterloo's leading architects, had previously worked for Friedl. Burkett's commissions included important public, institutional, and commercial projects, such as the Waterloo City Hall, First Presbyterian "Boulder Church," Immanuel Lutheran Church, Odd Fellows Building, the Martin Hotel, Waterloo Fruit & Commission Building, Fowler Wholesale Grocery House (possibly the 1884 Fowler Company Building, 226-228 E. 4th Street; NRHP 2009), 1898-99 Gasser Building (626-630 Syndicate Street; NRHP 2011 as a contributing building in the Waterloo East Commercial Historic District), among others. *The Courier* listed the following buildings as designs by the dissolved firm of Burkett & Pedicord: new Friedl bakery, George B. Miller residence in Prospect Hills, Alexander Glenny residence, and Stolte Building.[31] Burkett had apprenticed as a wheelwright in Pennsylvania and took a drafting course at Iron City College in Pittsburgh, before venturing west to Iowa where he was involved with Cedar Valley millwork companies prior to pursuing architecture full-time. He ended his career as a pattern maker for Waterloo Gasoline Engine Company, predecessor of the John Deere Tractor Company.[32]

Figure 19: The Waterloo newspaper covered the bakery construction in detail, marking the 1911 opening with a long story with photos and an ad for the Friedl & Son Bakery opening; the exterior photograph is shown in greater detail at the right. (The Waterloo Evening Courier, November 10, 1911: 3)

[29] *The Waterloo Evening Courier,* "Friedl Bakery Plant," December 30, 1911: 12.
[30] City directories, U.S. Census. Pedicord practiced architecture in a few different locations in Iowa before leaving the state.
[31] *The Waterloo Evening Courier,* "New Blueprint Machine," February 7, 1912.
[32] *History of Black Hawk County and Its People*: 98; *The Courier,* "John T. Burkett Dies; Architect and Millwright," March 3, 1938: 20.

Pure Food and Public Health Movements, Sanitary Bakery Standards, and the Industrial Design of the Friedl Bakery Building

This section will examine the Friedl Bakery Building as a model sanitary bakery factory, with many original finishes and features extant today. In incorporating model sanitary design standards, the Friedl Bakery Building reflects the influence of the pure food and public health movements. The partners of W. Friedl & Son Bakery were early leaders within the state and national bakers trade associations, which promoted best sanitation practices. During the early 1900s as Wenzel Friedl was interested in expanding his business, developments were taking place regarding food sanitation.

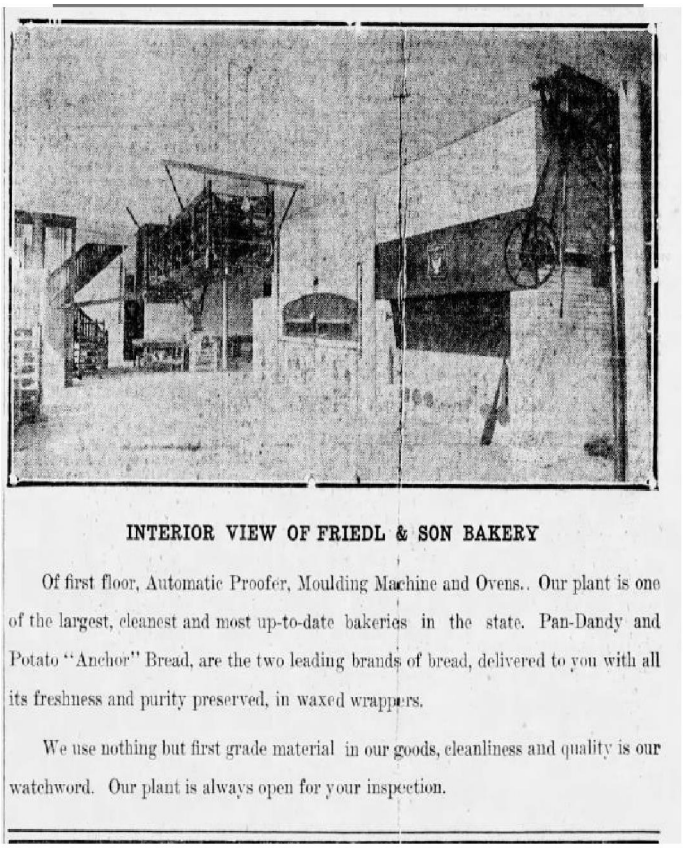
The pure food and drug movement grew during the late nineteenth century to enfold a broad base of supporters concerned about deaths and addiction caused by patent medicines, unsanitary food processing conditions, and food adulteration. Advances in chemical analysis put adulterated foods under the microscope, and published muckraking exposes called attention to problems. The most influential publication—journalist Upton Sinclair's 1906 bestseller, *The Jungle,* depicted shocking conditions at Chicago's meatpacking industry—swayed public opinion toward embracing regulations aimed at reining in profiteering practices that risked consumers' health. As a result, in 1906 Congress passed the federal Pure Food and Drug Act and the Meat Inspection Act; the federal legislation also prompted states to enforce existing regulations or add regulations.[33] Also during the late nineteenth century, a public health movement coalesced in response to disease epidemics, water supply pollution, food adulteration, substandard housing, and other sanitary problems. U.S. physicians, scientists, women's groups, and other "sanitarians" focused attention on issues; local medical societies formed, the American Public Health Association began in 1872, and scientific advances in germ theory slowly led to states creating and empowering boards of health to regulate conditions. By 1887, Iowa had a health board, but it lacked enforcement.[34]

Bakery sanitation came to the forefront after public health crises including tuberculosis outbreaks in Chicago in the early 1900s. This led to Iowa's public health ban on cellar bakeries and restaurant kitchens. As described in the summer 1911 issue of the *Bulletin of the Iowa State Board of Health:* "The anti-tuberculosis propaganda which has characterized the beginning of the twentieth century has produced in the mind of the public at large some consciousness of the evils attendant upon a lack of light and ventilation…. The awakening of a desire for clean food, which has been manifested in federal and state legislation, affords in every community a sound basis for vigorous attempts to restrict the establishment of new underground installations of this character and to effect the closing of the worst of those [bakeries and restaurants] now existing in cellars."[35]

For the baking industry, sanitation posed different challenges for the two types of products: shelf-stable products such as crackers and biscuits, and fresh baked products such as bread and pastries. The cracker and biscuit bakeries had early on adapted to industrial scale, with large corporations with factories across the country such as National Biscuit Co. (also known as Nabisco). Bread, however, with its shorter shelf life before going stale or moldy, required small local bakeries. The advent of better transportation including expanded streetcar and interurban routes, interconnected railroads, and automobile trucks—combined with technology advances in baking machinery and shelf stabilization—provided an opportunity for bread baking to grow in scale. To improve fresh bakery products, national baking trade organizations promoted sanitary

[33] Kutler: "Pure Food and Drug Movement."
[34] Kramer: 110-113; 130-160. Howard D. Kramer's dissertation about the history of the U.S. public health movement noted that Iowa's lack of regulatory enforcement led some local officials and physicians to ignore health laws. "[P] pure air and water, wholesome food, sewerage, enforced cleanliness, prevention of "crowding," disinfection, and an efficient sanitary enforcement remained the goal of the sanitary scientist.
[35] *Bulletin of the Iowa State Board of Health,* "Sanitation of Bakeries and Restaurant Kitchens," by Charles B. Ball, reprinted by from the *Journal of the American Public Health Association,* July/August/September 1911: 9-12.

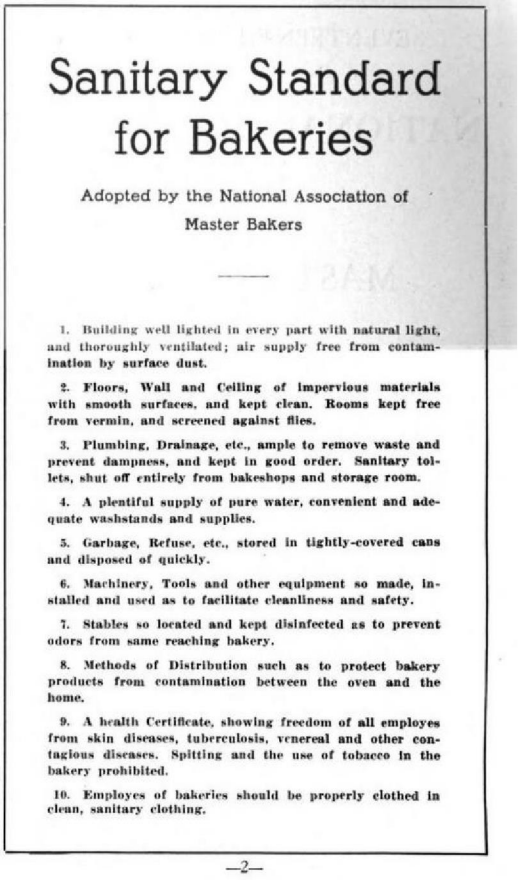
baking with regulations that influenced the design of bakery plants.[36] Industrial bakeries such as the 1911 Friedl Bakery advertised the benefits of their mass-produced goods ("untouched by human hands") and the architectural features of their sanitary plants. As part of the sanitary bakery movement, bakery plant architecture like the Friedl plant changed to reflect the sanitary standards, including exteriors decorated with applied ornament to project prestige and stability, plentiful windows for ventilation and natural light, and sometimes light-colored exterior cladding. Interiors of these new sanitary bakeries featured sanitary finishes such as enameled brick or tile for easy cleaning, large scale equipment to take the place of human hands, and locker rooms with bathing facilities. The advent of electric automobiles also changed the delivery process, moving away from horse-drawn delivery wagons to electric trucks.[37]



INTERIOR VIEW OF FRIEDL & SON BAKERY

Of first floor, Automatic Proofer, Moulding Machine and Ovens.. Our plant is one of the largest, cleanest and most up-to-date bakeries in the state. Pan-Dandy and Potato "Anchor" Bread, are the two leading brands of bread, delivered to you with all its freshness and purity preserved, in waxed wrappers.

We use nothing but first grade material in our goods, cleanliness and quality is our watchword. Our plant is always open for your inspection.



Sanitary Standard for Bakeries

Adopted by the National Association of Master Bakers

1. Building well lighted in every part with natural light, and thoroughly ventilated; air supply free from contamination by surface dust.

2. Floors, Wall and Ceiling of impervious materials with smooth surfaces, and kept clean. Rooms kept free from vermin, and screened against flies.

3. Plumbing, Drainage, etc., ample to remove waste and prevent dampness, and kept in good order. Sanitary toilets, shut off entirely from bakeshops and storage room.

4. A plentiful supply of pure water, convenient and adequate washstands and supplies.

5. Garbage, Refuse, etc., stored in tightly-covered cans and disposed of quickly.

6. Machinery, Tools and other equipment so made, installed and used as to facilitate cleanliness and safety.

7. Stables so located and kept disinfected as to prevent odors from same reaching bakery.

8. Methods of Distribution such as to protect bakery products from contamination between the oven and the home.

9. A health Certificate, showing freedom of all employes from skin diseases, tuberculosis, venereal and other contagious diseases. Spitting and the use of tobacco in the bakery prohibited.

10. Employes of bakeries should be properly clothed in clean, sanitary clothing.

—2—

Figures 20-21: Left: Photograph of Friedl & Son Bakery's Bake Shop ovens, automatic proofer, and molding machine looking southeast, with freight elevator at far left. (The Waterloo Evening Courier, December 30, 1912) Right: The National Association of Master Bakers placed bakery plant sanitation front and center with the "Sanitary Standard for Bakers." The Friedl Bakery Building appears to have met all ten standards. (National Association of Master Bakers, Report of Seventeenth Convention, Richmond, Virginia, October 1914: 2)

The new 1911 Friedl Bakery Building appears to have metthe National Association of Master Bakers "Sanitary Standard for Bakers", except for the use of autos.[38] The Friedl Bakery exterior is richly ornamented, brick is

[36] Nugent and Rieke: 8.13: As noted by the 2016 National Register nomination for the Campbell–Continental Baking Company Building headquarters in Kansas City, the same company that purchased the Friedl Bakery in 1917.
[37] Nugent and Rieke: 8.14.
[38] *National Association of Master Bakers (NAMB), Report of Seventeenth Convention, Richmond, Virginia, October 1914: 2:* The one area where the Friedl Bakery did not adapt new sanitation technology: delivery. The bakery relied on horse-drawn delivery, requiring

light colored on two of the elevations, and windows are plentiful. The Friedl Bakery interior also became a selling point for its products, with advertisements inviting the public to tour the facility and including a photograph of the glazed brick bake shop and featuring some of its mechanized equipment. (Most of the glazed brick walls remain.) *The Waterloo Evening Courier* in its coverage of the new Friedl Bakery noted the firm's intent on adhering to the proverb "cleanliness is next to godliness, and specifically noted the following architectural elements: artesian well for pure water, bathing facilities on the second floor for bakers, freight elevator and conveyor belts to move ingredients and products with minimal human contact, mechanized baking process to nearly eliminate human contact with bread, finished second floor to protect against dirt, glazed brick baking room, and wrapping of the final bread loaves. Wenzel Friedl appears to have been an early adapter of new technology in baking. An 1899 newspaper advertisement for Friedl Bakery offered a loaf of *machine-made* bread free to every woman who visited the bakery: "Friedl's Columbia Bread is the finest ever made by machine in Waterloo."[39] The Friedl Bakery advertised its early adaption of mechanized baking, as one of just a handful of U.S. bakeries to do so, along with the new bakery location.[40]

Wenzel Friedl also played a leadership role in the professional development of commercial bakeries. He was active in the formation of the Iowa Master Bakers' Association in the early 1900s, which was affiliated with the National Association of Master Bakers. Waterloo hosted the Iowa association convention in 1909, at which time the members toured local flour mills, the old W. Friedl Bakery at 609 Commercial Street, and competitor Alstadt & Langlass Baking Company, 1428 Mulberry Street across the river.[41] Former Friedl employees Alstadt and Langlass purchased a small established bakery on the near east side of the river in 1903, then built their own plant in 1905, expanding it several times during the early twentieth century. The Friedls attended the 1911 national convention in Kansas City, where new sanitation standards were discussed.

At the 1911 Master Bakers convention in Kansas City, attended by Phil Friedl of the Friedl Bakery, sanitation and mechanization were directly addressed. Health inspector Dr. Francis E. Fronczak, M.D. of Buffalo, New York, reviewed the impact of the sanitary bakery movement in a paper he presented titled "Relationship Between Bakers and Health Officials":

> … Within the past four years, the baking industry in large cities has been the subject of much investigation and legislation, and the findings in some instances have been revolting, prejudicial to the public and to the industry itself….
>
> The shop itself may play an important part in bringing about undesirable conditions. Many are old, of poor adaptation, rough construction, deficient in light, ventilation, cleanliness, etc.….
>
> I think we all agree on what a bakery should be. It should be commodious and well lighted and of impermeable construction. It should have necessary dressing rooms, washing facilities and sanitary store rooms….
>
> The introduction of sanitary machinery, to eliminate manual contact with material has the endorsement of all health officials….[42]

Another 1911 national bakery session on sanitation discussed the paper "Sanitation of Bakeries" by Dr. W.S. Wheeler, M.D. Bakery association members voted to codify key points within Dr Wheeler's bakery sanitation report as sanitation standards, which shaped the look of bakeries.[43] This paper underpinned the association's "Sanitary Standard for Bakeries," which the association placed at the first page of its 1914 convention report,

stabling the wagons and possibly the horses on site or nearby; horse-drawn delivery may have been phased out by the Friedls or by the Peerless–Campbell Baking Co. after its purchase of the Friedl business.

[39] *The Courier,* "Loaf of Bread Free" ad, May 26, 1899: 8.

[40] Nugent and Rieke: 8.15: The Friedl claim is reinforced by information about the Ward Bakery Company, one of the largest U.S. commercial bakeries around the turn of the twentieth century; Ward developed an automated bread baking process by 1910 that eliminated human hands touching the product.

[41] *The Waterloo Evening Courier,* "Convention Is Opened Today," February 10, 1909: 10.

[42] NAMB 1911: 104-107.

[43] NAMB 1911: 57-67.

highlighting the standards importance. The standards also addressed plumbing and drainage, plentiful supply of pure water and adequate handwashing stations, garbage stored in tightly lidded containers, and a posted health certificate.[44]

Dr. Wheeler's main points on a well-appointed sanitary bakery included:

- Building should be constructed away from the dense business district to avoid smoke.
- Sanitary bakeries should be above ground (not the old-fashioned basement bakery), with ceilings 10 feet high, all walls plastered or tiled, and a light color so that dirt is easily found and cleaned. Floors should be hard cedar, pine, tiling or cement.
- "There should be large windows which should be kept thoroughly cleansed, so that sunlight could enter. The ventilation of the rooms is of the greatest importance, as in bread-making establishments odors from yeast and other fermenting materials are always present." Windows should be screened.
- Flour and meal should be stored in dry, airy rooms for easy ventilation and cleaning. And not in basements.
- Toilets should be separate and connected to sewers. Bathing facilities should be provided for employees, along with lockers for changing into provided white linen suits.
- Adapt technology for health and safety: Mechanical kneading avoids the perspiration and contamination of manual labor. Refrigeration should be used to keep milk cool.
- Hire healthy employees. Ban smoking, snuffing, and chewing tobacco, as well as spitting. Never allow a bakery to become a sleeping place for employees.
- Wrapping bread in waxed paper with stamp of date "is the only strictly sanitary way to handle bread." Other Delivery protocol: keep barns away from bakeries, as stable odors are penetrating; wagons should be cleaned and painted, pulled by healthy cared for horses, with wagons tightly closed to keep out flies.

The Friedl Bakery was ahead of the industry curve, constructing its sanitary mechanized bakery building in 1910-1911, prior to the convention and adaptation of the sanitary conventions. This finding underscores the local importance of the Friedl Bakery as a local leader in the sanitary baking movement.

The Bread Making Process, the Rise of Technology, and the Design of the Friedl Bakery Building

Figure 22: This 1911 opening advertisement for Friedl & Son Bakery includes the sanitation focused tagline: "The Clean Shop." (The Waterloo Evening Courier, November 10, 1911: 3)

Baking is a chemistry in action, with the science of baking affected by changing composition of the ingredients as well as outside weather conditions. A general recipe used in mechanized baking: milk (including condensed or powdered – added for flavor, yeast bloom, and freshness), wheat flour (various types, with various gluten content and flavors), shortening (fats and oils, liquid, semi-solid or dry – used to improve

[44] NAMB 1914: 2.

texture), sugar (used to feed the yeast), malt extracts (used to shorten fermentation time), yeast (added to raise the dough, “the soul of the dough”), water (used to activate the yeast), salt (added to regulate fermentation of flour and yeast, activate gluten binding, and add flavor).[45] The Friedls also incorporated specialty ingredients such as potatoes for its signature Anchor brand potato bread. In order to bake thousands of loaves a day, large ingredient storage spaces were required. As noted in *Bread Facts*, the mechanized bread production process required multiple steps and specific rooms and machines to produce the finished product, a process that became standard beginning in the 1910s.

The following compares the typical baking process with known information about manufacturing in the Friedl Bakery Building: Production in multi-story plants moved vertically through the use of freight elevators such as the one in the Friedl factory. Flour storage typically occurred in the basement or top floor, where the flour could “age” at a controlled temperature to reach the ideal stage for baking; benefits of basement flour storage: cool temperatures and ability to support heavy weight without additional reinforcement.[46] The Friedl Bakery adapted basement flour storage; by the 1918 Sanborn map, Peerless–Continental Baking Co. had flour storage noted on the second floor. Flours were mixed, sifted, and weighed to achieve uniformity, as were other ingredients; in 1911, flour was moved from the basement to the second-floor mixing room perhaps via freight elevator or pipes. Once prepared, the yeast-flour-water-sugar mixture rose in dough troughs, then was divided by the dough divider into individual loaf portions and kneaded by machine. From the mixing room, the Friedl dough moved to the first floor for proofing in an enclosed temperature-controlled proofing cabinet, panning into metal pans, perhaps additional proofing, and then baking. Specifics about the Friedl oven are not known, but photographs and Sanborn maps show the large oven (or ovens) located in the center of the tiled bake shop; in the basement below, this area is reinforced with brick piers. After baking, the bread was de-panned, cooled on racks, and wrapped in the rear wrapping room.

Mechanized bakery operations as part of the sanitary baking movement directly impacted the design of bakery plants. Bakers such as Wenzel Friedl opted for architecture that advertised their sanitary production and resulting products. Review of bakery trade journals, scholarly works, historic photos, and Sanborn Maps, identifies sanitary bakery architectural trends including:

- Extra tall ceilings to accommodate equipment, promote sanitary air circulation, and lend grandeur.
- Freight elevators for hands-free transporting of materials vertically during production.
- Larger floor plates filled with large, specialized equipment such as mixers, proofing machines, and ovens, laid out for efficiency.
- Specialty rooms including oven (baking) room, mixing room, ingredient (flour) storage, and other bakery product production rooms.
- Office and sales space.
- Washrooms and sinks.
- Wrapping rooms for individually protecting the loaves.
- Shipping rooms with loading docks; vehicles stored separately.[47]

The Friedl Bakery Building was constructed employing leading edge sanitary practices and procedures. The building continues to express the property type with its tall ceilings, wide open production areas partially preserved within tenant spaces and apartments, freight elevator, specialty rooms with finishes and features reflecting their use, finished office and salesroom, and shipping room with vehicular loading bays. The Friedl vehicular storage (horse-drawn carriages) was accomplished via the moved and repurposed former stagecoach inn stable, which was removed by the Friedl family post-POS in the 1950s; although the stable has been removed, the fact that it was a repurposed addition makes its removal less of an impact. The Friedl Bakery Building also demonstrates the evolution of the baking industry at the time, with the bakery’s use by

[45] *Bread Facts:* 57-77.
[46] Nugent and Rieke: 8.16.
[47] Nugent and Rieke: 8.17-8.18.

1917 by Peerless–Campbell and then replacement in 1927 with the Campbell–Continental one-story bakery across the street, built to accommodate delivery trucks.

Figure 23: This undated image (circa 1911) shows the first-floor Friedl bake shop looking west from the north freight elevator, with Wenzel Friedl third from left and ten other employees. Note white glazed brick walls, tall window and door openings, and plastered beam tying into engaged pilaster, which remain intact. (Photograph courtesy of Mary Friedl)

Table: Historic Functions within the Friedl Bakery Building by Floor, 1911–1927

Basement	*First Floor*	*Second Floor*	*Third Floor*
• Flour/supply storage • Doughnut frying room • Boiler • Coal storage • Artesian well • “Loading floor” • Freight elevator	• Factory bakery store/salesroom • Front office • Bake shop • Wrapping and shipping • Toilet/sink? • Central staircase • Freight elevator	• Front office(s) or other administration • Bathing/changing room • Mixing room • Flour storage (by 1918 Sanborn map) • Central staircase • Freight elevator	• Central corridor • Central staircase lit by skylight • Apartments (estimated eight)

Early-20th-Century Baking Industry Consolidation and the Rise of the “Bread Trust” and Impact on Friedl & Son Bakery

As noted above, bread as a labor-intensive perishable product required daily or near daily replacement on grocery shelves and family tables. Local bakeries competed against homemakers, and these bakeries had their delivery limited to horse-drawn carriage routes. Consolidation began to occur as urban bread-purchasing populations rose, the bread-baking process became mechanized, and transportation of finished perishable products became easier with rail and automobiles. In the early 1900s, the majority of bread was baked at home; just three decades later, the majority of bread was commercial produced. This rapid change reflects changes in urban family life, successful “sanitary” advertising campaigns on the part of commercial bakeries,

transportation improvements, and factory automation and increased efficiencies.[48] As of the 1911 opening of the Friedl baking plant, the Friedl business employed some twenty people, including several Friedl family members. The 1912 city directory lists Wenzel Friedl as the baker-proprietor, with Andrew Friedl (nephew of Wenzel) as a bakery driver, Eva Friedl (daughter) as a bakery clerk, George W. (brother) as an unspecified bakery employee, Margaret (daughter) as bakery bookkeeper, and Philip A. (son) as the "Son" and baker of W. Friedl & Son. Philip Friedl, his wife Maude, and young children lived at 302 Commercial Street through the 1917 sale of the bakery business.[49] In a 1916 newspaper story about growth of Waterloo industrial plants, the Friedl & Son Bakery was listed as employing twenty-two workers.[50]

The U.S. entrance into World War I appears to have factored into the Friedls' decision to sell the bakery business to Peerless Baking Co. The elder Friedl retained ownership of the building until early 1928, when he sold the building to his children. Friedl was a naturalized citizen who had immigrated from Bohemia in 1881. Friedl descendant Mary Friedl recalls a family story that anti-German sentiment propelled her great-grandfather to sell the business and her grandfather Philip to move to Waverly to continue his baking career—despite the Friedl family self-identifying itself as Bohemian and not German.[51] The military draft also may have removed key employees from the business, at the same time that the bakery conglomerates including Campbell and Continental were gobbling up ever larger shares of the bread baking business in the Iowa, the Midwest, and the entire country.

Local newspaper coverage about the sale stated that Peerless would make additional improvements to the building.[52] This could have included adding flour storage on the second floor and adding extra equipment. A 1919 ad stated the bread was available in a 150-mile radius from Waterloo, perhaps indicating use of motor truck delivery combined with rail. The regular advertising emphasized machine-made bread, cleanliness and purity, and invitations to tour the plant. Indeed, local newspaper coverage included women's groups eating lunch and touring the bakery. The Peerless Baking Co. was affiliated with the Campbell Baking Co. business The Peerless name was replaced by the Campbell bakery name in 1921.

[48] Nugent and Rieke: 8.18.
[49] 1915 Iowa Census, 1917 US WWI Draft Card, Ancestry.com; *Iowa State Gazetteer*: 987, 1930 census, city directoreis. Philip A. Friedl (1889-1970) registered for the war draft in June 1917 while working as a baker at Friedl & Son Bakery, and claimed an exception due to dependents (Maude and two children). By the 1918 *Iowa State Gazetteer,* Philip was living in the nearby small town of Waverly, the Germanic county seat of Bremer County, where he and younger brother Louis ran the Waverly Baking Co. By 1928, Philip Friedl had moved back to Waterloo to operate Friedl's Coffee Shop in his father's original bakery building, 609 Commercial Street; as of 1928 through the early 1930s, he and Maude and their children lived in an apartment at the former Friedl Bakery Building, 302 Commercial Street.
[50] *Waterloo Courier,* "Waterloo Factories Busy on Implements of Peace," December 30, 1916: 25.
[51] Friedl.
[52] *Waterloo Courier,* December 31, 1917: 9.

WATERLOO EVENING COURIER

Peerless Bakery Is a Big Asset to City;
Employs 29 People and Pays $3,000 Monthly

PEERLESS BAKERY.

With contracts let for improvements that will represent an expenditure of $22,000, the Peerless Baking company, 302-04 Commercial street, successors to the Friedl Baking company, seems destined to become one of the leading bakeries of Iowa. At present the company is unable to keep abreast of its orders but when the new equipment is installed and the output of the baking department increased the firm expects to branch out and cover every city and town in this section of the state.

The new officers of the company are E. H. Black, president, and W. F. Schrag, secretary and treasurer. Mr. Black came to Waterloo from Charles City. He has had years of experience in the bakery business. Mr. Schrag was identified with the Iowa Telephone company as local manager for several years.

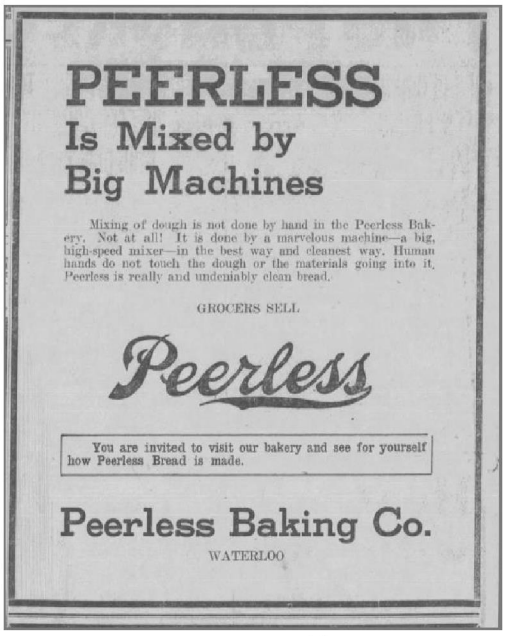
W. F. SCHRAG.

Practically all of the equipment now in use is to give way to modern machinery that will save both time and money, in addition to increasing the output of the plant. Among the items of new equipment soon to be installed is an electric wrapper which will prepare for shipment 1,800 loaves of bread an hour. A seven-barrel mixer, electric bread and bun divider and electric moulder are other improvements to be installed soon.

During the latter part of February or early in March the company will have a grand opening at which time the public will be invited to attend and inspect every detail of the business. Housewives especially will be urged to investigate the baking department in order that they may see the emphasis which is placed upon cleanliness and efficiency.

The company now employs 29 people and has a payroll of $3,000 monthly.

Figure 24: 1917 newspaper coverage of the sale of Friedl Bakery business to Peerless Baking Co. (Waterloo Evening Courier, December 31, 1917: 9)



PEERLESS
Is Mixed by
Big Machines

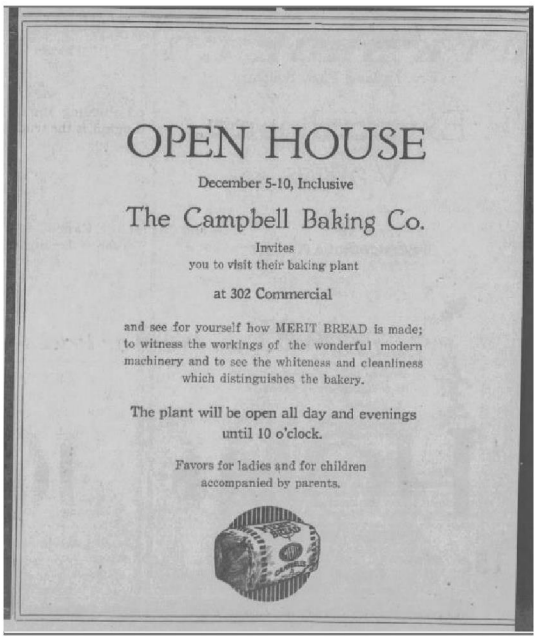
Mixing of dough is not done by hand in the Peerless Bakery. Not at all! It is done by a marvelous machine—a big, high-speed mixer—in the best way and cleanest way. Human hands do not touch the dough or the materials going into it. Peerless is really and undeniably clean bread.

GROCERS SELL

Peerless

You are invited to visit our bakery and see for yourself how Peerless Bread is made.

Peerless Baking Co.
WATERLOO



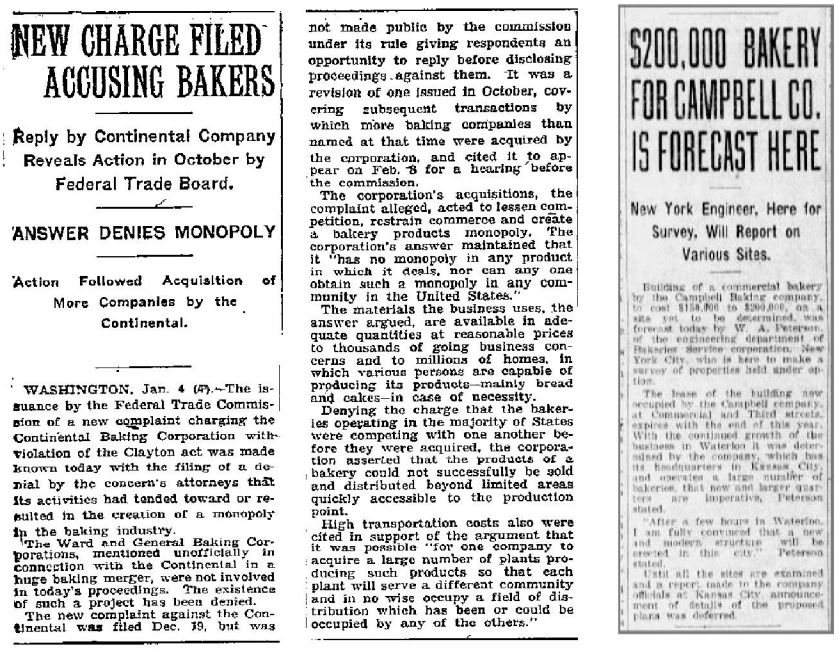
OPEN HOUSE
December 5-10, Inclusive
The Campbell Baking Co.
Invites
you to visit their baking plant
at 302 Commercial

and see for yourself how MERIT BREAD is made; to witness the workings of the wonderful modern machinery and to see the whiteness and cleanliness which distinguishes the bakery.

The plant will be open all day and evenings until 10 o'clock.

Favors for ladies and for children accompanied by parents.

Figures 25-26: Peerless/Campbell advertised regularly in the Waterloo Courier. These typical local ads emphasize machine-made clean bread and invitations to tour the plant. (January 8, 1920: 2; December 2, 1921: 10)



NEW CHARGE FILED ACCUSING BAKERS

Reply by Continental Company Reveals Action in October by Federal Trade Board.

ANSWER DENIES MONOPOLY

Action Followed Acquisition of More Companies by the Continental.

WASHINGTON, Jan. 4 (AP).—The issuance by the Federal Trade Commission of a new complaint charging the Continental Baking Corporation with violation of the Clayton act was made known today with the filing of a denial by the concern's attorneys that its activities had tended toward or resulted in the creation of a monopoly in the baking industry.

The Ward and General Baking Corporations, mentioned unofficially in connection with the Continental in a huge baking merger, were not involved in today's proceedings. The existence of such a project has been denied.

The new complaint against the Continental was filed Dec. 19, but was not made public by the commission under its rule giving respondents an opportunity to reply before disclosing proceedings against them. It was a revision of one issued in October, covering subsequent transactions by which more baking companies than named at that time were acquired by the corporation, and cited it to appear on Feb. 8 for a hearing before the commission.

The corporation's acquisitions, the complaint alleged, acted to lessen competition, restrain commerce and create a bakery products monopoly. The corporation's answer maintained that it "has no monopoly in any product in which it deals, nor can any one obtain such a monopoly in any community in the United States."

The materials the business uses, the answer argued, are available in adequate quantities at reasonable prices to thousands of going business concerns and to millions of homes, in which various persons are capable of producing its products—mainly bread and cakes—in case of necessity.

Denying the charge that the bakeries operating in the majority of States were competing with one another before they were acquired, the corporation asserted that the products of a bakery could not successfully be sold and distributed beyond limited areas quickly accessible to the production point.

High transportation costs also were cited in support of the argument that it was possible "for one company to acquire a large number of plants producing such products so that each plant will serve a different community and in no wise occupy a field of distribution which has been or could be occupied by any of the others."

$200,000 BAKERY FOR CAMPBELL CO. IS FORECAST HERE

New York Engineer, Here for Survey, Will Report on Various Sites.

Building of a commercial bakery by the Campbell Baking company, to cost $150,000 to $200,000, on a site yet to be determined, was forecast today by W. A. Peterson, of the engineering department of Bakeries Service corporation, New York City, who is here to make a survey of properties held under option.

The lease of the building now occupied by the Campbell company, at Commercial and Third streets, expires with the end of this year. With the continued growth of the business in Waterloo it was determined by the company, which has its headquarters in Kansas City, and operates a large number of bakeries that new and larger quarters are imperative, Peterson stated.

"After a few hours in Waterloo, I am fully convinced that a new and modern structure will be erected in this city," Peterson stated.

Until all the sites are examined and a report made to the company officials at Kansas City, announcement of details of the proposed plans was deferred.

Figures 27-28: Left: A federal government investigation and action on the Ward/Continental "bread trust" generated New York Times headlines in the 1920s. (The New York Times, January 5, 1926) Right: Plans for building a new Campbell Baking factory made the Waterloo newspaper's front page in 1927. (Waterloo Courier, April 4, 1927: 1)

The Campbell Baking Co. began as a small family-owned Kansas business that quickly grew by establishing plants in new markets. By 1922 it had grown into a successful Midwestern regional conglomerate based in Kansas City, Missouri, with some nine plants in seven states . In the 1910s, the Campbell Baking Co. built a new plant in Des Moines and established a plant in Sioux City; in addition, the Campbell company under the Peerless name purchased the Friedl Bakery in 1917. Rapid bakery industry consolidation occurred in the early 1920s: Campbell parlayed long-standing business relationships with the powerful East Coast Ward baking family to merge in 1922 with two successful New York-based Ward baking companies to form United Bakeries Corporation, but still operated under the Campbell name. In 1924, Campbell/United Bakeries merged again, with Ward-affiliated Continental Baking Corporation. The consolidations in the bakery industry led to U.S. government investigations, particularly of the Ward entities, as monopolistic trusts. *The New York Times* reported on various bread trust-busting investigations during the 1920s, however, no articles have been located in the Waterloo newspaper connecting the local Peerless/Campbell plant with the trust investigations.[53] In 1927, the Waterloo Campbell bakery plant announced plans to build a new $200,000 bread factory plant across the street from the Friedl Bakery Building.[54] Removal of the Campbell bakery to its new facility ended the bakery use of the Friedl Bakery Building.

Post-period of significance era

The period of significance ends with the removal of the Campbell bakery in 1927, which also is the last year that Wenzel Friedl owned the building. In early 1928, Friedl sold the bakery to the second-generation bakers. The new Friedl owners then announced plans to remodel the former bakery into general commercial and apartments, which was undertaken circa 1928 to 1929. This post-PoS remodeling was additive, encasing the

[53] *The New York Times,* "New Charges Files…," *January 5, 1926;* "Two Billion Trust in Baking Busted," April 4, 1926. Campbell Baking Co. advertisements published in Waterloo, Iowa, newspapers used a shield logo that says "United Bakeries Corporation."
[54] *Waterloo Courier,* "$200,000 Bakery for Campbell Co. Is Forecast Here," April 4, 1927: 1. The *Waterloo Courier* followed the new plant construction closely, with many updates on the price, construction schedule, and related news.

original bakery finishes and many features beneath cover-up ceilings, wall coverings, and flooring. Subsequent remodeling also was additive. This scenario allowed the current owners to undertake a historic tax credit rehabilitation to reverse many changes and showcase original spaces, finishes, and features.

Wenzel Friedl Building Will Be Remodeled Into Apartments

TWENTY FAMILIES ARE PROVIDED FOR IN BARTLEY PLANS

Town Moved Bodily to Escape Waters

MOVING ELKPORT FROM FLOOD PATH 34-BUILDING JOB

Dogs of War Are No Friends Thin Cure of Waterloo

Ewing & Crozier

Everhot Automatic Water Heaters

Stebbins Plumbing & Heating Co.

MOVING

movies of the mover

The cost of Moving

Building This Year?

WRIGHLEY TRANSFER CO.

Figure 29: After the period of significance, the second-generation of the Friedl family adapted the former bakery building to general commercial space and additional apartments. Many bakery finishes and features were retained beneath cover-up materials. (Waterloo Evening Courier, March 17, 1928: 15)

Conclusion

The Friedl Bakery Building is representative of a successful early-twentieth-century commercial and industrial baking expansion that incorporated emerging sanitary standards. The building's integrity has improved since it was included with a 2014 MPD and remains eligible for the National Register of Historic Places as documented. As a 1911 bakery building, its exterior architecture, interior layout, configuration, finishes, and features reflect early adaptation of the sanitary bakery movement and mechanized baking. The building retains character-defining features including stone-adorned exterior, plentiful windows, tall ceilings, some of the open floor plates for baking processes, freight elevator shaft to convey ingredients and products, basement storage rooms, specially finished spaces including front retail/office white glazed brick bake shop, exposed wrapping/delivery, finished mixing room, flour storage, and front rooms, plus third-floor apartments including one used by the original baking family.

Background: Friedl Bakery Building grand opening newspaper story, 1911

Friedl Bakery Modern Plant
'Cleanliness Next to Godliness' Rules
Only Three other Establishments in Country Similarly Equipped

Bread, wholesome and nutritious, made without hands is practically accomplished in the new bakery plant of W. Friedl & Son in the three-story building at the corner of Commercial and Second Streets. From the time the flour is placed in the blender in the basement, reaches the second floor by means of an elevator and passes through the dividing and weighting machines and into the carrier which delivers to a moulder on the first floor, from where it goes into pans, later to the steam room, then to the ovens, and shows later ready for delivery, the finished product has been scarcely touched by the workmen. The dough is handled from the mixers and as it is taken from the dough troughs it is placed in the divider and weigher. Two men on the second floor can handle 1,900 loaves an hour. Only three similar plants are in operation in the country, although recently contracts have been made for the placing of five additional sets of this most modern bread making machinery.

The Friedl bakery may be rightly considered one of the sights of Waterloo. Visitors are always made welcome and every courtesy is extended that callers may grasp the full significance of the care that is taken to produce clean, sanitary bread and pastry products. The capacity for the bakery is limited only by the size of the two ovens, which will contain 800 loaves each.

Bakery a Mammoth One

In the old bakery, located in the rear of the present retail shop in the 600 block of Commercial Street, it was difficult for the firm to take care of the Waterloo trade. Now with an almost unlimited capacity, the shipping trade has been greatly increased and a larger proportion of the local trade is taken care of. The specialty of the firm is the Friedl "wrapped" bread, which is a potato bread and regarded as the acme of wholesomeness and nutrition. Philip A. Friedl, junior member of the firm, is the general superintendent of the employees, who number about 25, including drivers.

In the basement are located the flour storage rooms, the loading floor on which the wagons are driven from the street, the furnace rooms, and in one separate room all the doughnuts are fried. The latter room is as near as fireproof as it is possible to make it and the danger of fire is reduced to a minimum all about the building.

Scrupulous Cleanliness

The first-floor room, in which the baking is done, is lined with glazed white brick, steel ceiling, and has a cement floor. "Cleanliness is next to godliness," and the teachings of this proverb are strictly adhered to. On the second floor where are located the mixers, dough troughs, weighing and dividing machines, is equipped similarly to the first floor with reference to protection against dirt and any foreign substances which might otherwise come in contact with the dough. The machine which slaps the bread into shape for the moulding machine and carries it to the lower floor is known as the "missing link" among bakerymen, as it is said to be the only machine of its kind which will do the important work required. Endless belts carry three loaves at a time to the "slapping" machine. The loaves are then deposited in a carrier, and a cloth is thrown automatically over the portions and they are not again uncovered until they reach the machine which further shapes them for depositing in the baking pans.

As another precaution to insure cleanliness, then men are provided with shower and plunge baths and toilet rooms on the second floor.

Pastry Machines, Etc.

On the first floor are located the pastry machines. There is a large cake mixer, an eggbeater, and a cookie machine, the latter rolling and cutting the dough.

The plant is also equipped with its own deep well and all water used comes from bedrock and is as pure as any that might be secured. Nothing but the best of material is used and the firm is deserving of the larger patronage which is coming daily through advertising in the columns of the Evening Courier, Waterloo's thoroughly representative newspaper.

W. Friedl, the senior member of the firm, is an old resident of Waterloo, progressive in his business methods and father and son have given the people of the city an up-to-date bakery plant which is and should be appreciated.[55]

Background – Chain of ownership

Lot 5, Block 5, Original Plat West Waterloo - Property Ownership and Uses

Date	*Owner*	*Notes/use*
1853	Charles Mullan et al. to Julius C. Hubbarb	Unknown if developed
1854	Julius C. Hubbarb to John Sweitzer	Cedar Valley House stagecoach stop inn built in 1856 on Lot 4; stable for horses built on Lot 5 (The Courier, "Mystery Over Origin of Fire," November 11, 1913: 8)
1863	John Sweitzer to John Messick	Same as above
1865	John Messick et al. to Augusta Louk	Same as above

[55] *The Courier,* "Friedl Bakery Modern Plant," November 10, 1911: 3. (Note: The story describes the baking floor as cement, however a 1911 photo appears to show wood flooring; the story also describes a "steel" ceiling in the bake shop, where a plastered ceiling is visible now; it's possible that the plaster ceiling dates to the Peerless–Continental Baking Co. era.)

1867	August M. Louk et al. to Orin Ackerman; then Ackerman to Louk (foreclosure)	Same as above
1871	Sheriff to John Messick	Same as above
1878	John Messick et al. to Edwin Messick	Lot 5 had stable for inn as of the 1897 and 1910 Sanborn insurance maps
October 17, 1910	Edwin Messick et al. to Wenzel Friedl	In 1910, Friedl moved the stable from Lot 5 to Lot 4, for use as his bakery delivery wagon horse stable; then he built on Lot 5 the Friedl Bakery Building, opened 1911. Friedl & Son Bakery occupied basement, 1st and 2nd floors; apartment units occupied top 3rd floor. Son/co-owner Philip Friedl lived in one of the apartment units to manage bakery/building.
Fall 1917-Spring 1927	Wenzel Friedl	Unrecorded lease with Wenzel Friedl for use of basement, 1st, and 2nd floors by the Peerless Baking Co. and successors including Campbell Baking Co. / United Bakeries Corp. In 1919 the City of Waterloo forced Wenzel Friedl to remove the former inn (then used as tenements) due to noncompliance with city codes. Billboards were installed fronting Commercial Street.
January 10, 1928	Wenzel and Catherine Friedl to (children) Philip Friedl, Louis Friedl, Eva Winninger, and Margaret Delorbe.	Bakery building sold to couple's four adult children; second-generation owners announce plans 1928 to convert 2nd floor into 12 small 2-room apartments; permit for new roof 1928, permit for $12,000 remodel 1929. Tenants: 1st floor Weighly's Transfer Co. warehouse (1929-?), then succession of flooring/ decorating stores (1938-1966). In 1954, the old stable was removed from Lot 4 to create the parking lot. Building permits: Repair brickwork, 1955; small interior remodeling, 1956. (Courier building permits) Paving added 1958 (Black Hawk Assessor)
1959	Philip Friedl et al. to Friedl Realty Company	1st floor tenants: Hobby Shop, Bill Allen flooring store
1966	Friedl Realty Company to Kay and Mildred Gaertnier	The Gaertniers were former commercial tenants who in 1969 purchased the building and undertook a Colonial Revival-style remodeling of the 1st story exterior and interior: added three bay windows on the south, replaced storefront windows and exterior doors, painted some brick. (Black Hawk County Assessor; *The Courier,* Sunday magazine, April 25, 1971: 9) Upper floors were subdivided into a total of 26 apartments.
1981-1984	Kay and Mildred Gaertnier to Merle and Eileen Lahey	Contract sale for $480,000 ended in 1984 foreclosure
1985	Sheriff to Kay and Mildred Gaertnier	1990 apartment fire caused smoke and water damage; building had at least one upper-level wood double-hung window pictured in fire-fighting photo (*Courier,* November 7, 1990: 9) 1st floor tenants included Weber Photography, Thortons Antiques & Arts, Mrs. Beasley antiques shop/restaurant, Random Gift House.
1992	Kay and Mildred Gaertnier to General Equity, Inc.	Contract sale for $265,000; deed returned in lieu of foreclosure. 1st floor tenants include Mrs. Beasley antiques shop/restaurant, Random Gift House.
1993-1997	K. Martin and Marcia Gaertnier to John and Judy Woods	Contract sale for $177,000; notice of forfeiture.
1998	K. Martin and Marcia Gaertnier to Marty and Patricia Dickey	Contract sale $190,000 completed 2003; 1st floor tenants include barber shop, tailor, and bar.
2003	Marty and Patricia Dickey to David Jr. and Kendra Larson	Contract sale $270,000, completed 2006
2013	Larson Apartments, LLC to KSM Rentals, LLC (later added KSM Apartments, LLC)	

2013	KSM entities to Commercial Street Co-op, Inc.	2014 city required property to meet fire and rental housing codes. Building vacated; removal of some cover-up materials started; one apartment remodeled. (Assessor)
2018	Commercial Street Co-op, Inc. to Cedar Valley Real Estate, LLC	New owners undertake historic tax credit rehabilitation to unveil bakery exterior and interior design and plan, reversing post-PoS changes and preserving historic fabric.

Sources: Pencil notes: “Chain of title pre-abstract”; Abstract of Title for Lots Nos. 4 and 5, Block 5, In Original Plat West Waterloo; Black Hawk County Assessor property report; *The Courier* newspaper archival search.

9. Major Bibliographical References

Bibliography (Cite the books, articles, and other sources used in preparing this form.)

Abell, John C. “July 1, 1910: Give Us This Day Our Automated Bread.” http://www.wired.com/2010/06/0701automated-bread-factory/.

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National Association of Master Bakers. *Report of Seventeenth Convention, Richmond, Virginia, October 1914.* Chicago: self-published: 1914. (NAMB 1914)

The New York Times, various bread trust busting coverage.

Nugent, Rachel, and Lauren Rieke. National Register of Historic Places nomination: "Campbell–Continental Baking Company Building," 1108 E. 30th Street, Kansas City, Missouri. NRHP listed 2016. [available online from Missouri SHPO]

United States Federal Census. Provo, Utah: Ancestry.com Operations, Inc., 2010. Images reproduced by FamilySearch. [database on-line]

United States World War I Draft Registration Cards, 1917-1918. Provo, Utah: Ancestry.com Operations Inc, 2005. [database on-line]

Previous documentation on file (NPS):

x preliminary determination of individual listing (36 CFR 67) has been requested
____ previously listed in the National Register
____ previously determined eligible by the National Register
____ designated a National Historic Landmark
____ recorded by Historic American Buildings Survey #_____
____ recorded by Historic American Engineering Record #_____
____ recorded by Historic American Landscape Survey #_____

Primary location of additional data:

x State Historic Preservation Office
____ Other State Agency
____ Federal Agency
____ Local Government
____ University
x Other
Name of repository: Waterloo Public Library

Historic Resources Survey Number (if assigned): _____

Friedl Bakery Building | Black Hawk , Iowa
Name of Property | County and State

10. Geographical Data

Acreage of Property Less than one
(Do not include previously listed resource acreage; enter "Less than one" if the acreage is .99 or less)

Latitude/Longitude Coordinates
Datum if other than WGS84:
(enter coordinates to 6 decimal places)

1	42°29'49.55"N (Latitude)	92°20'34.56"W (Longitude)		3	42°29'48.10"N (Latitude)	92°20'35.23"W (Longitude)	
2	42°29'49.16"N (Latitude)	92°20'33.98"W (Longitude)		4	42°29'48.51"N (Latitude)	92°20'35.79"W (Longitude)	

Verbal Boundary Description (Describe the boundaries of the property.)

The boundary of the nomination property Friedl Bakery Building is Lot 5, Block 5 in the plat.

Boundary Justification (Explain why the boundaries were selected.)

This boundary for the nominated property has been the physical location of the Friedl Bakery Building bakery building since its construction in 1911.

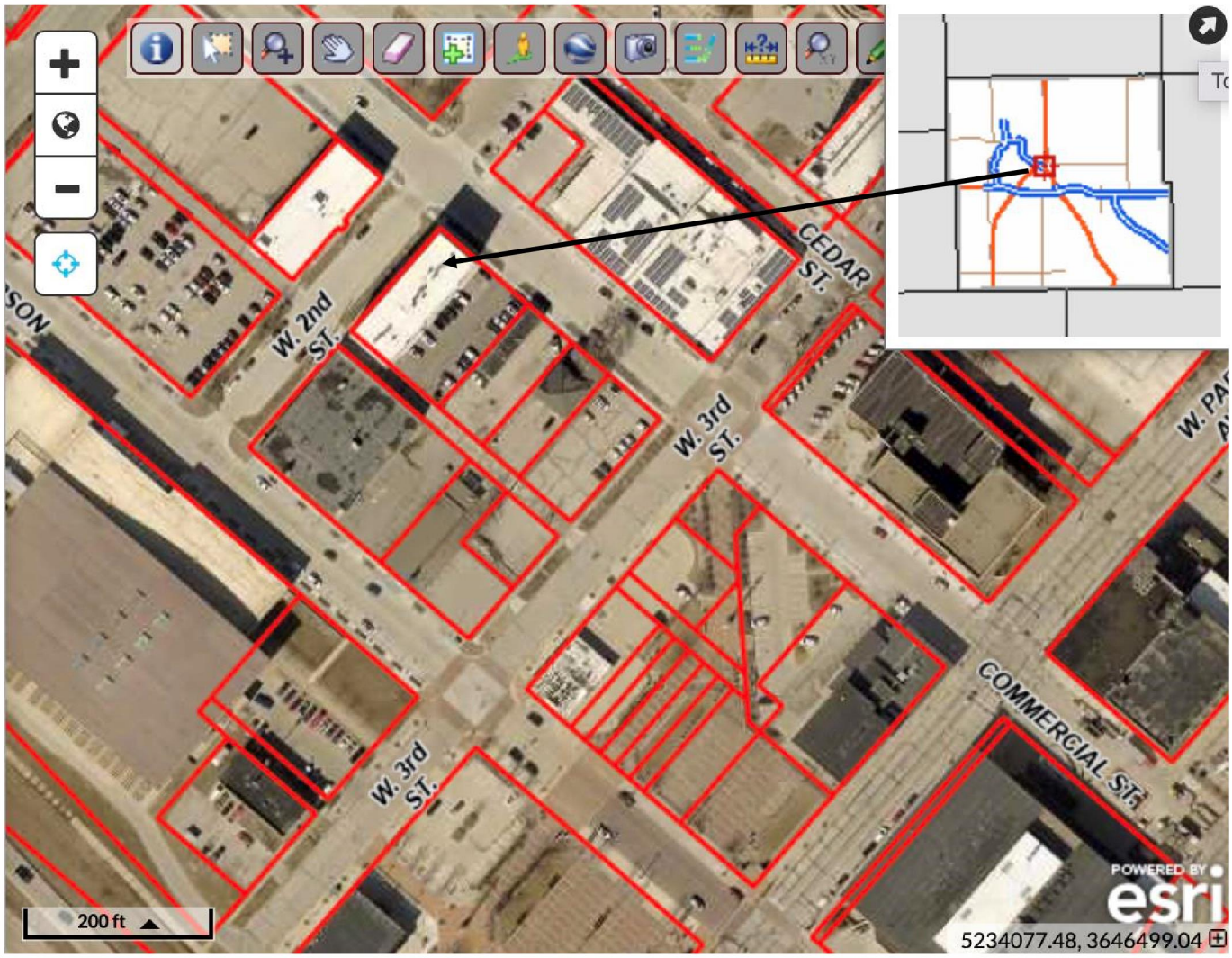
11. Form Prepared By

name/title Jennifer Irsfeld James, MAHP date June 2022
organization Jennifer James Communications telephone 515-250-7196
street & number 4209 Kingman Blvd. email Jenjames123@gmail.com
city or town Des Moines state IA zip code 50311

Additional Documentation

Submit the following items with the completed form:

- **Local Location Map**



Local Location map shows the Friedl Bakery Building, arrow points to Lot 4, also known as 302 Commercial Street, Waterloo, Iowa. (Black Hawk County Assessor, 2022)

- **GIS Location Map (Google Earth)**

GIS Location map shows the Friedl Bakery Building, 302 Commercial Street, Waterloo, Iowa, with a dotted line indicating the lot lines, which are also the National Register boundary. (Google Earth, 2022):
1) 42°29'49.55"N, 92°20'34.56"W. 2) 42°29'49.16"N, 92°20'33.98"W.
3) 42°29'48.10"N, 92°20'35.23"W. 4) 42°29'48.51"N, 92°20'35.79"W.

Photographs:

Submit clear and descriptive photographs under separate cover. The size of each image must be 3000x2000 pixels, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered and that number must correspond to the photograph number on the photo log. For simplicity, the name of the photographer, photo date, etc. may be listed once on the photograph log and does not need to be labeled on every photograph.

Photo Log

Name of Property: Friedl Bakery Building

City or Vicinity: Waterloo

County: Black Hawk **State:** Iowa

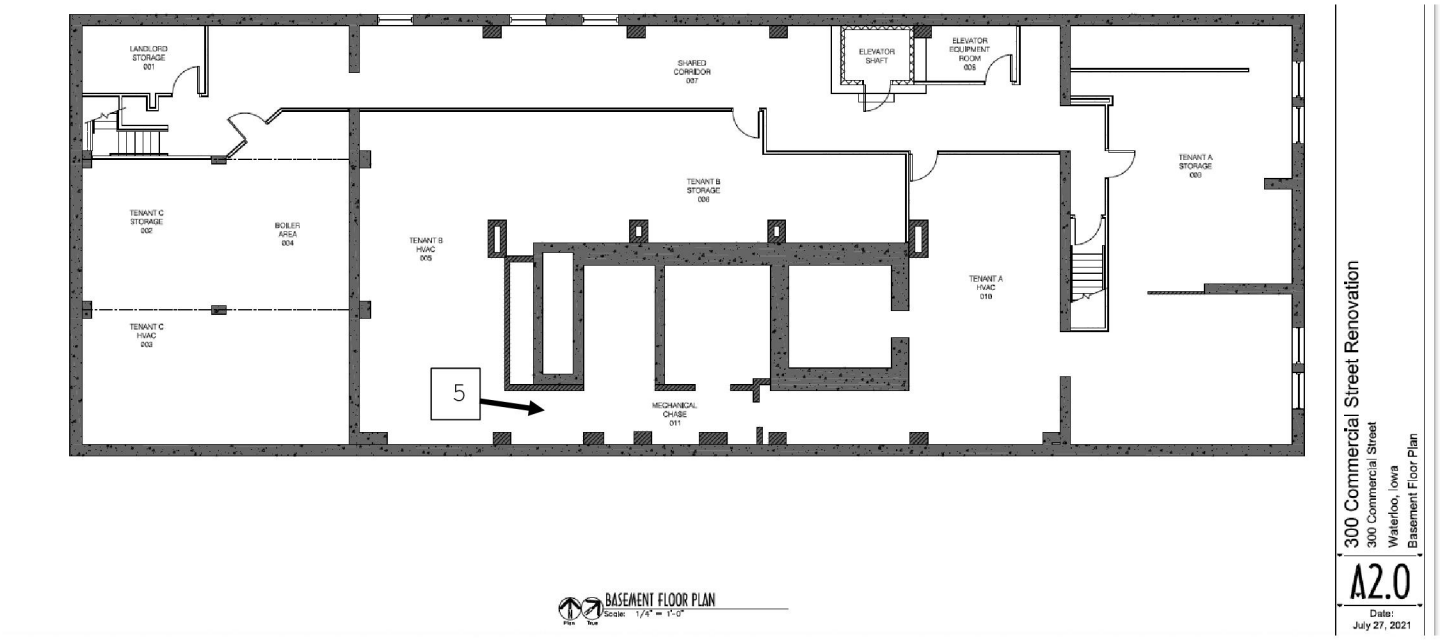
Photographer: Jennifer James Communications

Date Photographed: 2021 and 2022

- **Site Plan and Exterior Photo Location Map**
  (Key all photographs to this map and insert immediately after the photo log and before the list of figures).

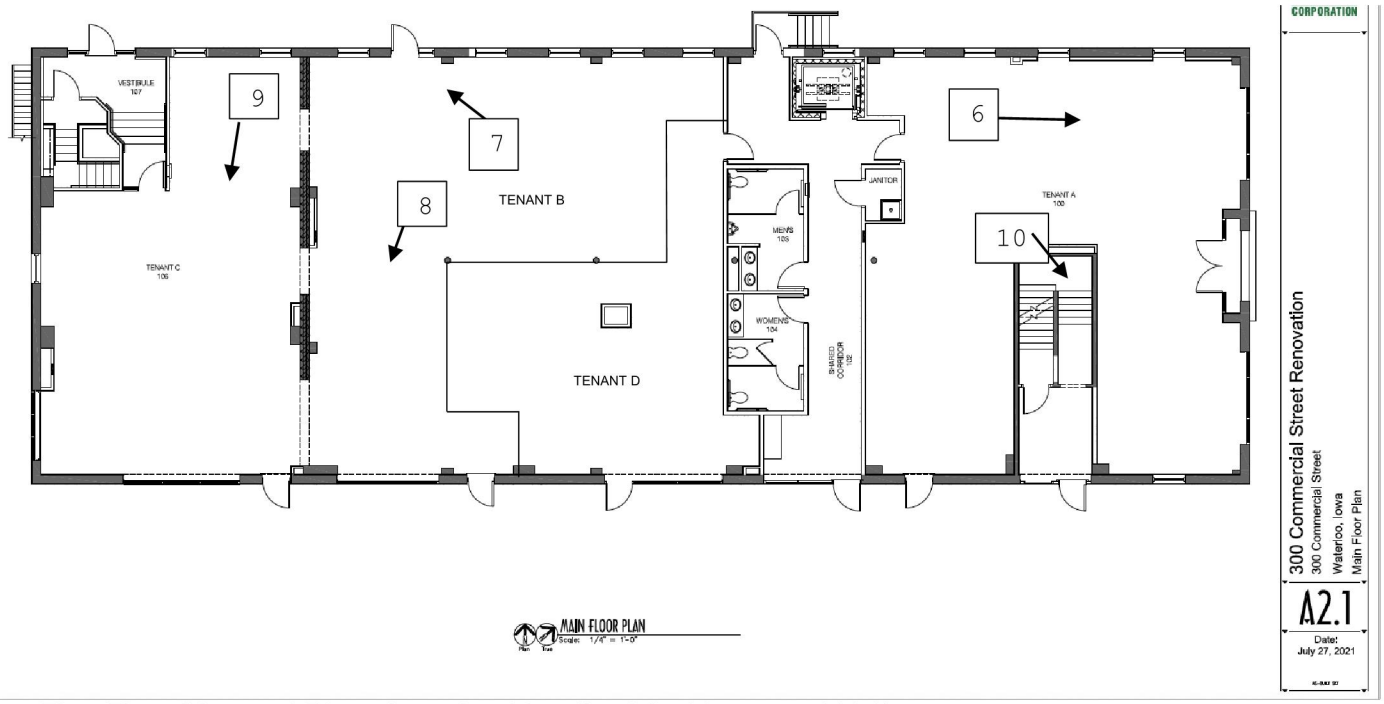
Site Plan and Photo Location Map showing the Friedl Bakery Building, Lot 5, also known as 302 Commercial Street, Waterloo, Iowa. (Black Hawk County Assessor, 2022)

- **Basement Plan and Photo Location Map**



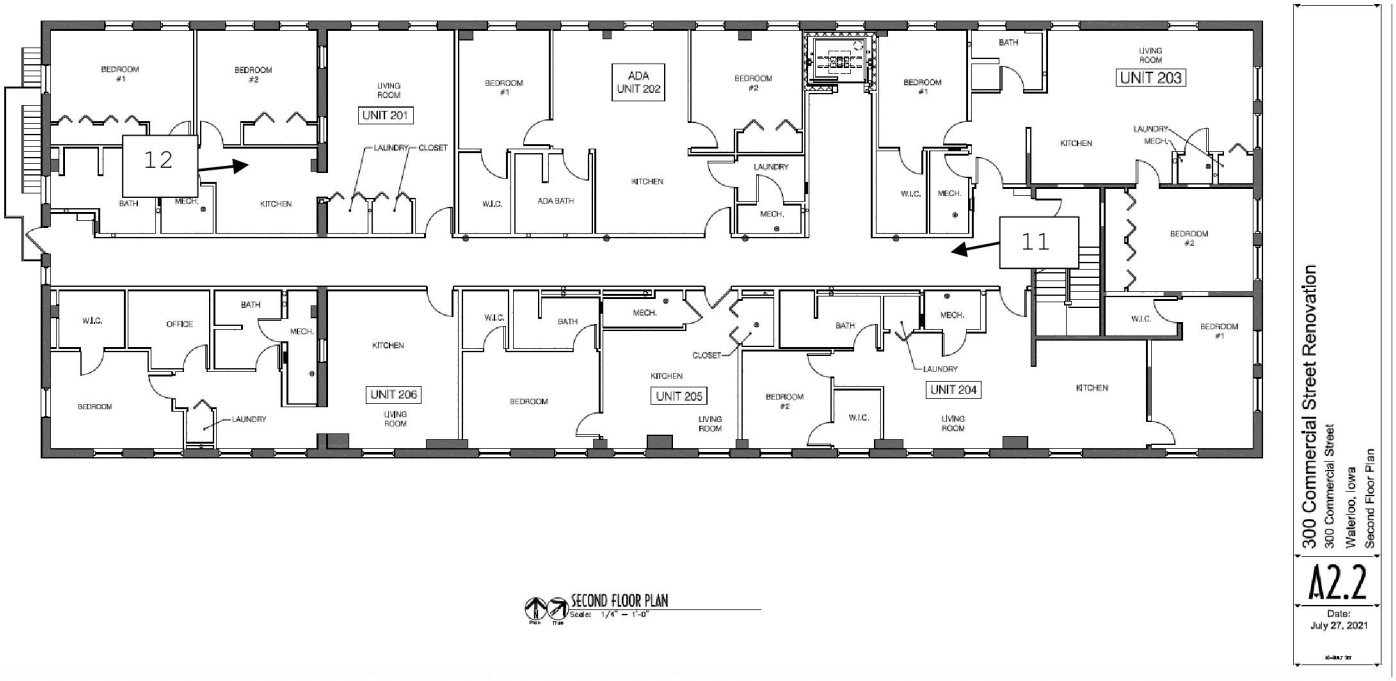
Basement Plan and Photo Location Map (Levi Architecture, 2021)

- **First Floor Plan and Photo Location Map**



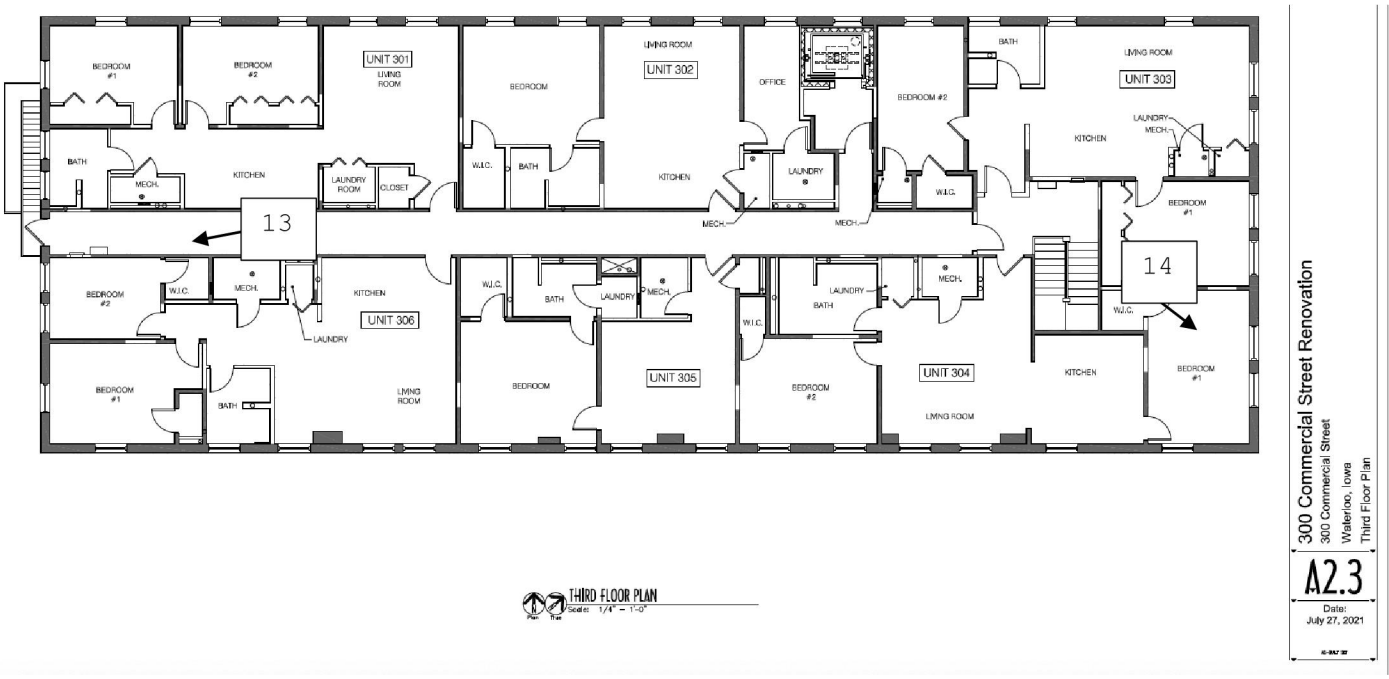
First Floor Plan and Photo Location Map (Levi Architecture, 2021)

- **Second Floor Plan and Photo Location Map**



Second Floor Plan and Photo Location Map (Levi Architecture, 2021)

- **Third Floor Plan and Photo Location Map**



Third Floor Plan and Photo Location Map (Levi Architecture, 2021)

Friedl Bakery Building	Black Hawk , Iowa
Name of Property	County and State

Description of Photograph(s) and number, include description of view indicating direction of camera:

Photo 1 of 14: IA_Black Hawk County_Friedl Bakery_0001, façade looking west from Commercial Street.

Photo 2 of 14: IA_Black Hawk County_Friedl Bakery_0002, looking southwest from Commercial and West Second streets.

Photo 3 of 14: IA_Black Hawk County_Friedl Bakery_0003, looking northeast from Commercial Street.

Photo 4 of 14: IA_Black Hawk County_Friedl Bakery_0004, looking southeast from West Second Street.

Photo 5 of 14: IA_Black Hawk County_Friedl Bakery_0005, typical basement view of concrete foundation, looking east.

Photo 6 of 14: IA_Black Hawk County_Friedl Bakery_0006, typical first-floor finished front rooms.

Photo 7 of 14: IA_Black Hawk County_Friedl Bakery_0007, typical white glazed brick bake shop interior, looking northwest.

Photo 8 of 14: IA_Black Hawk County_Friedl Bakery_0008, typical white glazed brick bake shop interior, looking southwest.

Photo 9 of 14: IA_Black Hawk County_Friedl Bakery_0009, looking south in former wrapping room.

Photo 10 of 14: IA_Black Hawk County_Friedl Bakery_0010, looking southeast within apartment staircase.

Photo 11 of 14: IA_Black Hawk County_Friedl Bakery_0011, second-floor corridor looking west.

Photo 12 of 14: IA_Black Hawk County_Friedl Bakery_0012, second-floor metal beam within flour storage areal

Photo 13 of 14: IA_Black Hawk County_Friedl Bakery_0013, third-floor corridor looking west.

Photo 14 of 14: IA_Black Hawk County_Friedl Bakery_0013, third-floor typical apartment interior looking southeast.

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.).
Estimated Burden Statement: Public reporting burden for this form is estimated to average 100 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management. U.S. Dept. of the Interior, 1849 C. Street, NW, Washington, DC.

Retail Lease
Space Available
919-240-9003
302
Retail Lease
Space Available
919-240-9003

Retail Lease
Space Available
319-540-0002
W 2ND ST
COMMERCIAL

Retail Lease
Now Available
218-340-0000

EXIT

SMART ORGANIZING TRAY

EXIT

GRAY LANE YOGA

EXIT
FIRE
ESCAPE

CITY OF WATERLOO

Council Communication

Request by Mann Road Storage, LLC for a rezone of approximately 0.32 acres from "R-1" One and Two Family Residence District to "C-2" Commercial District for a new storage facility at the former K-Mart site located adjacent to 3810 University Avenue.

City Council Meeting: 1/17/2023
Prepared: 1/4/2023

ATTACHMENTS:

	Description	Type
	Council Packet	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING - No comments on file. Motion to close the hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission. Motion to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a request by Mann Road Storage, LLC for a rezone of approximately 0.32 acres from "R-1" One and Two Family Residence District to "C-2" Commercial District for a new storage facility at the former K-Mart site located adjacent to 3810 University Avenue. Motion to suspend the rules. Motion to consider and pass for the second and third times and adopt the ordinance.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Transmitted herewith is a request by Mann Road Storage, LLC for a rezone of approximately 0.32 acres from "R-1" One and Two Family Residence District to "C-2" Commercial District for a new storage facility at the former K-Mart site located adjacent to 3810 University Avenue. The Planning and Zoning Commission unanimously approved this request at their December 13, 2022 meeting. Rezoning of the property to "C-2" would not appear to have a negative impact on the area as most of the area is currently zoned for commercial uses, and the rezone area would go with the rest of the property which is already zoned "C-2" Commercial District. The proposed rezone request would not appear to have a negative impact upon existing pedestrian and traffic conditions in the area. The site in

question is served by Progress Avenue which is considered a local street and University Avenue which is considered a Principle Arterial.

The proposed rezone area is currently zoned "R-1" One and Two-Family Residence District and has been zoned as such since the adoption of the Zoning Ordinance No. 2479 in 1969. Surrounding land uses and their zoning are as follows:
North – Residences, zoned "R-1" One and Two Family Residence District.
South –Commercial uses zoned "C-2" Commercial District
East –Hy-Vee Fast and Fresh gas station, Caribou Coffee and Platt's Storage, zoned "C-2" Commercial District.
West – Walgreens and the former Hy-Vee building, zoned "C-2" Commercial District.

Neighborhood Impact:

The applicant is requesting to rezone 0.32 acres from "R-1" One and Two Family Residence District to "C-2" Commercial District in order to make the zoning of the entire site compatible with the indoor storage use. The lot in question was previously part of the K-Mart development, with a portion of the parking lot and a driveway approach to Progress Avenue located on the lot. The use of this area is not proposed to change.

Therefore, staff recommends the request by Mann Road Storage, LLC for a rezone of approximately 0.32 acres from "R-1" One and Two Family Residence District to "C-2" Commercial District for a new storage facility at the former K-Mart site located adjacent to 3810 University Avenue, be approved for the following reasons:

1. The request would not have a negative impact on traffic conditions in the area.
2. The request would not have a negative impact on the surrounding area.
3. The request is in conformance with the Future Land Use Map and Comprehensive Land Use plan.

Subject to the following conditions

1. That the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, drainage, etc.
2. Sidewalk be installed along Progress Avenue with necessary easements.

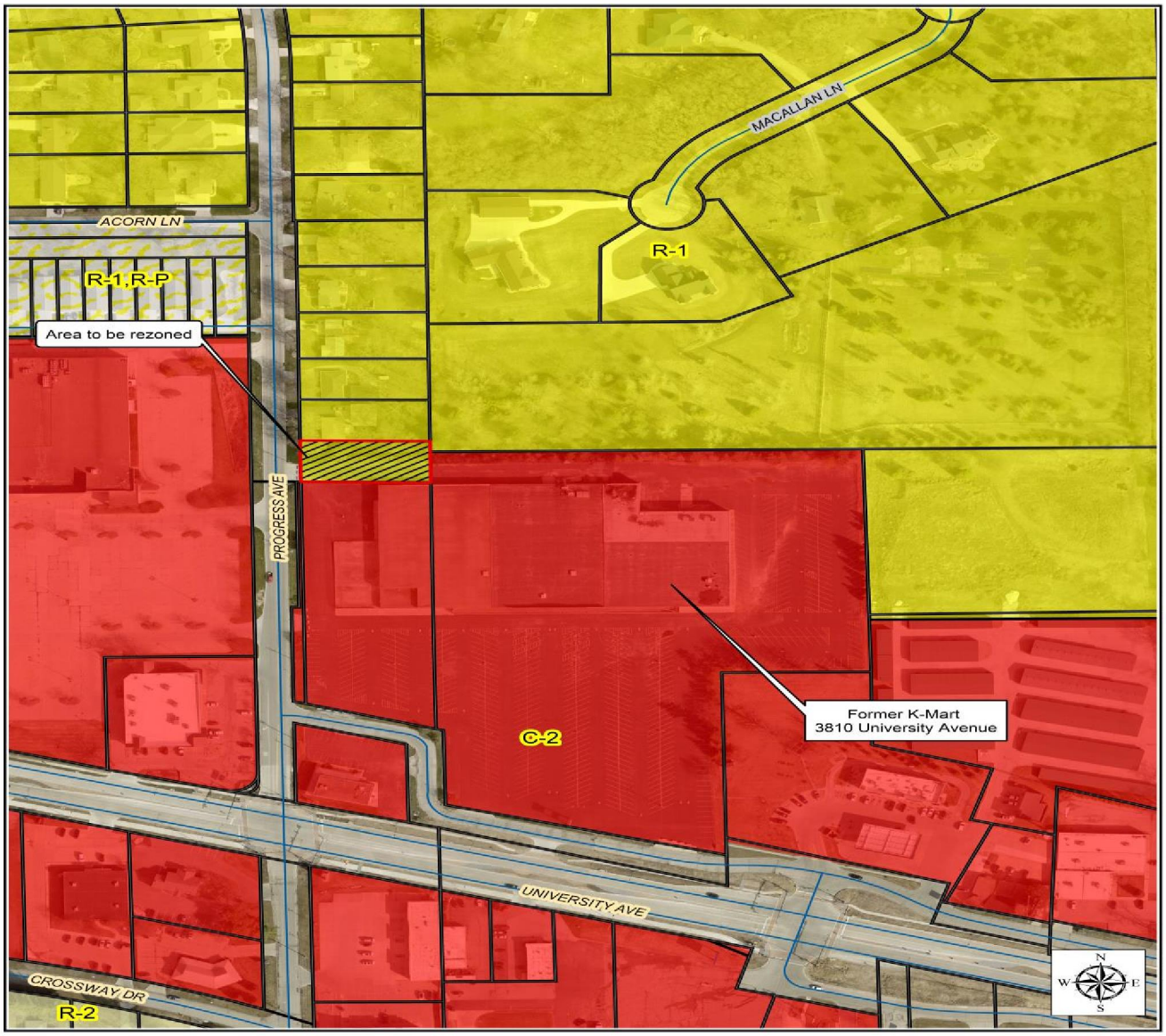
Data/Analysis and Strategies: Zoning, Land Use and Economic Development.

Community Engagement Methods: Notice was sent to all properties within 250 feet of the proposed rezone and there has been no opposition.

Expenditure Required/Source of Funds: None

Legal Descriptions: Lot No. W-115, Cedarloo Park, Waterloo, Black Hawk County, Iowa, except the North 20 feet thereof.

REQUEST:	Request by Mann Road Storage, LLC for a rezone of approximately 0.32 acres from “R-1” One and Two Family Residence District to “C-2” Commercial District for a new storage facility at the former K-Mart site located adjacent to 3810 University Avenue.
APPLICANT:	Mann Road Storage, LLC, PO Box 99, Mount Vernon, Iowa 52314
GENERAL DESCRIPTION:	The applicant is requesting to rezone the site in question to allow for a new 111,650 square foot storage facility. A majority of the site is already zoned “C-2”, but a single lot in the northwest corner of the development is zoned “R-1”.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The site is predominately surrounded by commercial uses and residences. Rezoning of the property to “C-2” would not appear to have a negative impact on the area as most of the area is currently zoned for commercial uses, and the rezone area would go with the rest of the property which is already zoned “C-2” Commercial District.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed rezone request would not appear to have a negative impact upon existing pedestrian and traffic conditions in the area. The site in question is served by Progress Avenue which is considered a local street and University Avenue which is considered a Principle Arterial.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN:	The University Avenue Trail is located directly south of the area to be rezoned. There are sidewalks along University Avenue and no sidewalks along Progress Avenue. Sidewalk should be required along Progress Avenue as part of the proposed development.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The proposed rezone area is currently zoned “R-1” One and Two-Family Residence District and has been zoned as such since the adoption of the Zoning Ordinance No. 2479 in 1969. Surrounding land uses and their zoning are as follows: **North** – Residences, zoned “R-1” One and Two Family Residence District. **South** –Commercial uses zoned “C-2” Commercial District **East** –Hy-Vee Fast and Fresh gas station, Caribou Coffee and Platt’s Storage, zoned “C-2” Commercial District. **West** – Walgreens and the former Hy-Vee building, zoned “C-2” Commercial District.



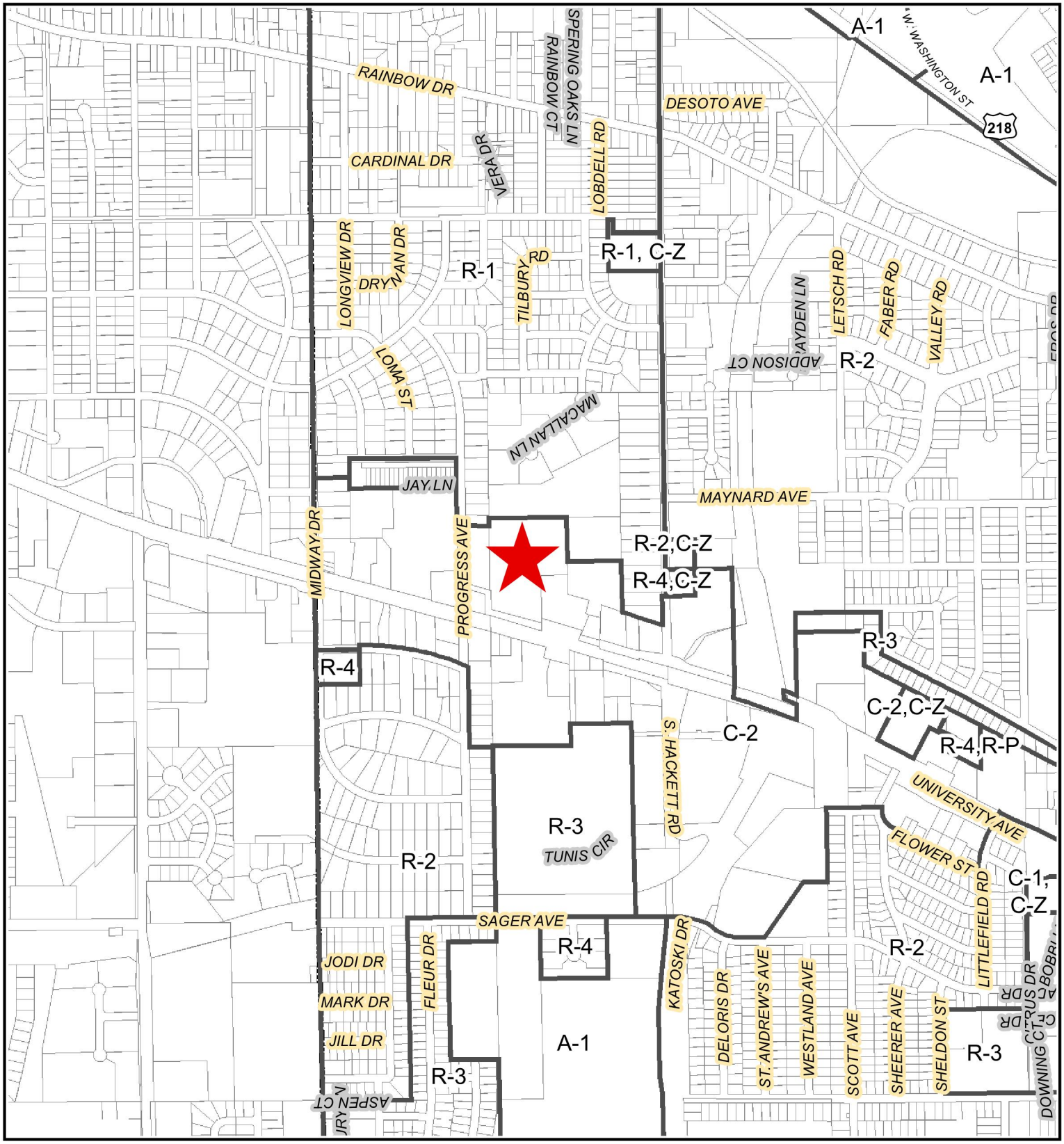
DEVELOPMENT HISTORY:	The area is composed of primarily commercial uses built between 1966 and 2015 with a few residences built between 1956 and 2019.
BUFFERS/ SCREENING:	There would be no screening required in relation to this request.
DRAINAGE:	A drainage plan is not required in relation to this request.
FLOODPLAIN:	The area to be rezoned is not located within any special flood hazard area as established by the Federal Emergency Management Association (FEMA) Flood Insurance Rate Map dated July 11, 2011.

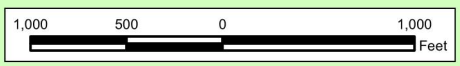
Picture 1: Lot to be rezoned.

Picture 2: Lot to be rezoned and adjacent property with home.

PUBLIC /OPEN SPACES/ SCHOOLS:	Central Middle School is located approximately 0.76 miles to the south of the site in question. Fred Becker Elementary School is located 1 mile to the southeast.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER	A 15” storm sewer line is located within University Avenue, An 8” sanitary sewer is located in Progress Avenue and a private storm sewer and sanitary sewer for the site is located at the north end of the property. Power lines are located along Progress Avenue. Utilities will be added and redirected with this proposed project.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as Commercial. This rezone request is in conformance with the Future Land Use Map and Comprehensive Plan for this area. The site is located within the Primary Growth Area.
STAFF ANALYSIS – ZONING ORDINANCE:	The applicant is requesting to rezone 0.32 acres from “R-1” One and Two Family Residence District to “C-2” Commercial District in order to make the zoning of the entire site compatible with the indoor storage use. The lot in question was previously part of the K-Mart development, with a portion of the parking lot and a driveway approach to Progress Avenue located on the lot. The use of this area is not proposed to change. *At Tech Review, there were no concerns with the rezone request.*
STAFF ANALYSIS – SUBDIVISION ORDINANCE:	The site is being platted as part of a separate request.
STAFF RECOMMENDATION:	Therefore, staff recommends the request by Mann Road Storage, LLC for a rezone of approximately 0.32 acres from “R-1” One and Two Family Residence District to “C-2” Commercial District for a new storage facility at the former K-Mart site located adjacent to 3810 University Avenue, be approved for the following reasons: 1. The request would not have a negative impact on traffic conditions in the area. 2. The request would not have a negative impact on the surrounding area. 3. The request is in conformance with the Future Land Use Map and Comprehensive Land Use plan. Subject to the following conditions 1. That the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, drainage, etc. 2. Sidewalk be installed along Progress Avenue with necessary easements.

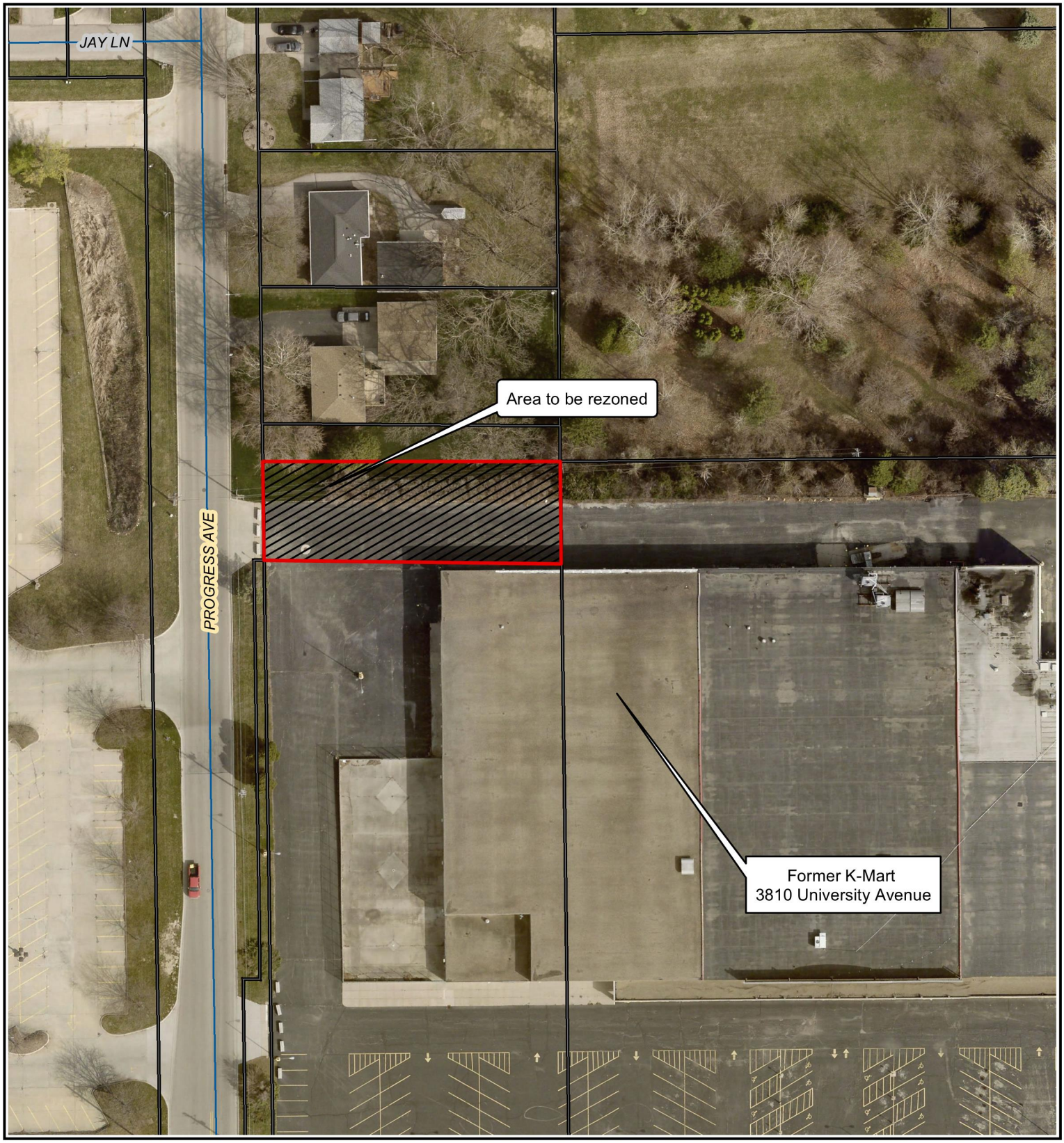
City of Waterloo Planning, Programming and Zoning Commission
December 13, 2022





Adjacent to 3810 University Avenue
Rezone from "R-1" to "C-2"
Mann Road Storage, LLC

City of Waterloo Planning, Programming and Zoning Commission
December 13, 2022



Adjacent to 3810 University
Rezone from "R-1" to "C-2"
Mann Road Storage, LLC

DocuSign Envelope ID: 6AFC4AA5-8FD5-4351-B6FC-CF1C96B376D3

APPLICATION FOR REZONING
CITY OF WATERLOO PLANNING, PROGRAMMING, AND ZONING COMMISSION
WATERLOO, IOWA
319.291.4366

1. APPLICATION INFORMATION:

a. Applicant's name (please print): Mann Road Storage, LLC
Address: PO Box 99 Phone: (319) 640-1858 Fax:
City: Mount Vernon State: IA Zip: 52314
Email: chadp@twentv40concepts.com

b. Status of applicant: (a) Owner ○ (b) Other ◉ (SELECT ONE): If other explain: Contract purchaser

c. Property owner's name if different than above (please print): Cone Management Inc
Address: 99 W Hawthorne Avenue #416 Phone: Fax:
City: Valley Stream State: NY Zip: 11582
Email: benno.roths child@hotsimmons.com

2. PROPERTY INFORMATION:

a. General location of property to be rezoned: 3810 University Avenue

b. Legal description of property to be rezoned: Lot No. W-115, Cedarloo Park, Waterloo, Black Hawk County, Iowa

c. Dimensions of Proposed Zoning Boundary (Excluding Right of Way): 80'x174.6'

d. Area of Proposed Zoning Boundary (Excluding Right of Way): 13,968 sq.ft.

e. Current zoning: R-1 Requested zoning: C-2

f. Reason(s) for rezoning and proposed use(s) of property: The portion of this property that is currently zoned R-1 needs to be rezoned to match the C-2 zoning of the remaining parcel

g. Conditions (if any) agreed to:

h. Other pertinent information (use reverse side if necessary):

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

The filing fee of **$300 + $10 per acre ($750 max)** (payable to the City of Waterloo) is required (round amount down to nearest $10 increment). **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.

11/21/22
Signature of Applicant Date

Cone Management, Inc.
DocuSigned by:
Daniel Wiener 11/17/2022
8ED95821742G4E4...
Signature of Owner Date
Daniel Wiener, President

CITY OF WATERLOO

Council Communication

Request by Downing Construction, on behalf of Smith Family Dentistry, for a Site Plan Amendment to construct a new 7,407 square foot dentist office in the "R-4, R-P" Planned Residence District, located east of 4020 Bankers Boulevard.

City Council Meeting: 1/17/2023
Prepared: 1/3/2023

ATTACHMENTS:

Description	Type
Council Packet	Backup Material
Legal Description	Backup Material

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close public hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider and pass for the first time an Ordinance amendment to 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 request by Downing Construction, on behalf of Smith Family Dentistry, to construct a new 7,407 square foot dentist office in the "R-4, R-P" Planned Residence District, located east of 4020 Bankers Boulevard.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt ordinance.

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

Recommended Action: Approval

Summary Statement:

Transmitted herewith is a request by Downing Construction on behalf of Smith Family Dentistry for a Site Plan Amendment to construct a new 7,407 square foot dentist office in the "R-4, R-P" Planned Residence District located east of 4020 Bankers Blvd.

The new office building is for a communications business that will have up to seven employees on site. The type of use requires eight parking stalls and nine are shown on the site plan.

The Planning and Zoning Commission reviewed the request at their December 13, 2022 meeting and voted to recommend approval of the request unanimously.

The request for a site plan amendment would not appear to have a negative

impact on the surrounding area as it would appear to be compatible with other commercial development in the area.

The applicants are requesting a site plan amendment in order to construct a new 7,407 square foot dentist office in the “R-4, R-P” Planned Residence District.

Neighborhood Impact:

The proposed building will be one story and would match the surrounding area as Cedar Valley Oral Surgery, and other medical offices are located just to the west of the proposed professional office, and Kimball and Beecher Dentistry and other office uses are located approximately ¼ mile to the east. Parking requirements for a Dental Clinic are one (1) parking space for each two hundred (200) square feet of floor area. At 7,407 square feet, the parking requirement would be 38 parking spaces with the site plan showing 48 parking spaces including two handicapped spots which meets the parking requirements.

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

Expenditure Required/Source of Funds: None

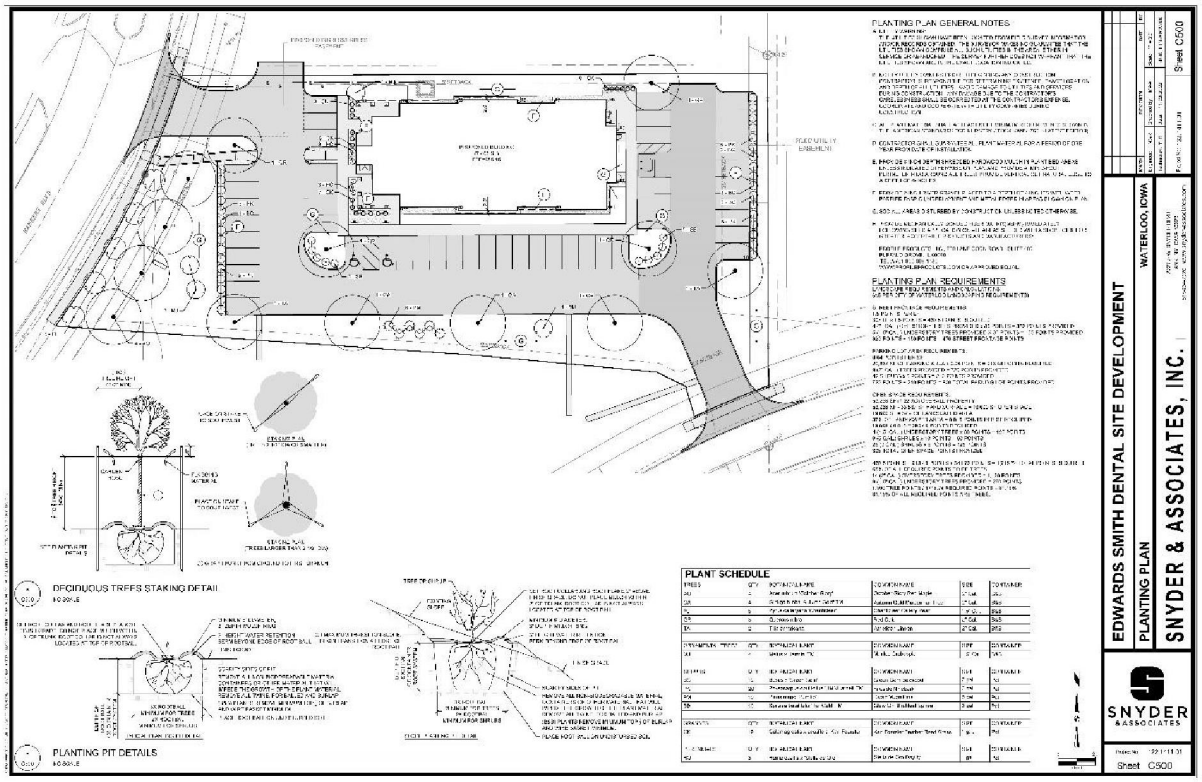
Legal Descriptions:

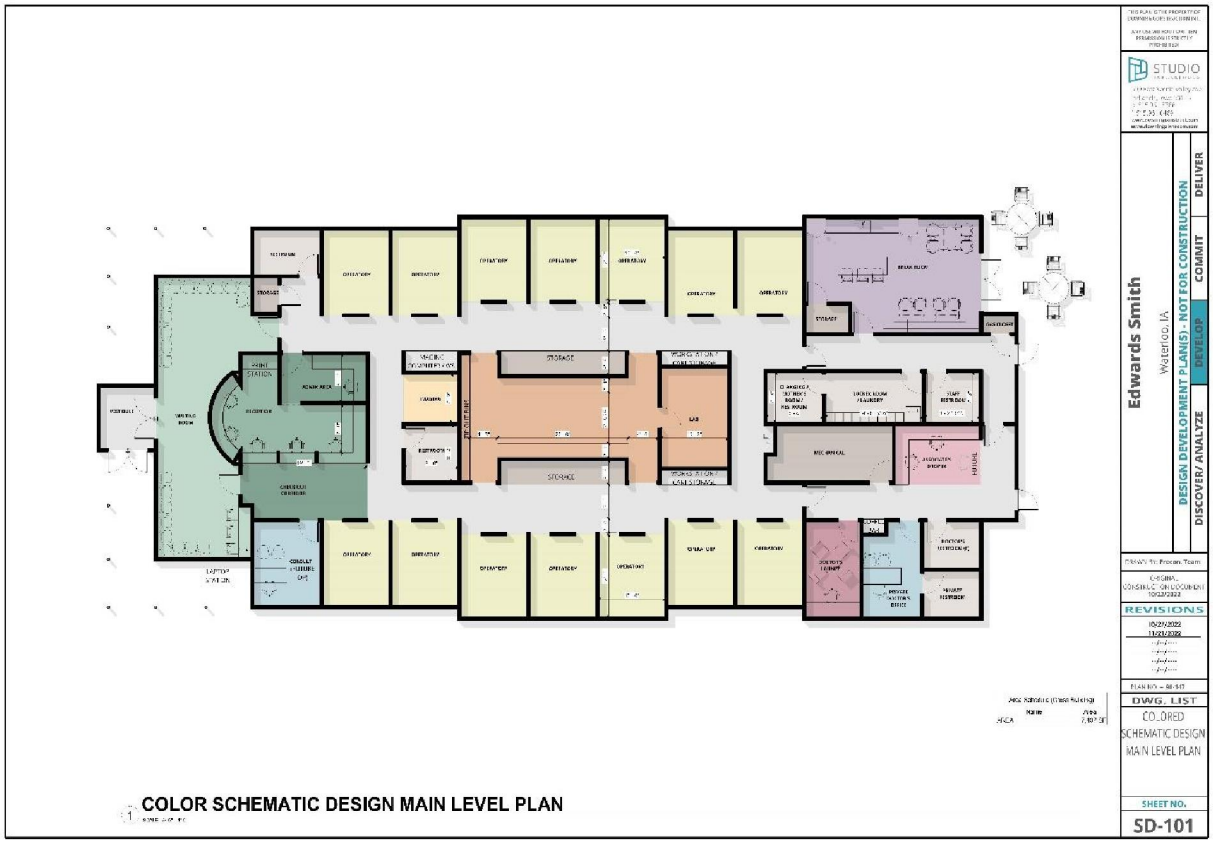
A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 88 NORTH, RANGE 13 WEST OF THE 5th P.M., CITY OF WATERLOO, BLACK HAWK
COUNTY, IOWA.
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 9, TOWNSHIP 88
NORTH, RANGE 13 WEST OF THE 5TH P.M.; THENCE, S0°30'26"W 33.00' ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF
THE NORTHWEST 1/4 OF SAID SECTION 9 TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WEST SAN MARNAN DRIVE
(PREVIOUSLY ESTABLISHED); THENCE, CONTINUING S0°30'26"W 1290.97' ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF
THE NORTHWEST 1/4 OF SAID SECTION 9 TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF
SAID SECTION 9, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF HIGHWAY 20 (PREVIOUSLY ESTABLISHED);
THENCE, N88°45'42"W 775.36' ALONG THE NORTH RIGHT OF WAY LINE OF SAID HIGHWAY 20; THENCE, N81°36'52"W 391.86' ALONG SAID NORTH RIGHT OF WAY LINE; THENCE, N76°01'43"W 165.06' ALONG SAID NORTH RIGHT OF WAY LINE TO A POINT
ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE, N00°32'34"E

771.81'
ALONG SAID WEST LINE; THENCE, NORTHWESTERLY 82.18' ALONG THE ARC OF A 270.00' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF N64°09'21"W AND A CHORD DISTANCE OF 81.86'; THENCE, N55°26'13"W
17.26'; THENCE, N34°33'47"E 91.13'; THENCE, NORTHEASTERLY 264.88' ALONG THE ARC OF A 437.50' RADIUS CURVE, CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING OF N17°13'06"E AND A CHORD DISTANCE OF 260.86'; THENCE, N0°34'12"E 31.32' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID SAN MARNAN DRIVE; THENCE, N89°48'16"E 1285.81'
ALONG SAID SOUTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 38.31 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

REQUEST:	Request by Downing Construction on behalf of Smith Family Dentistry for a Site Plan Amendment to construct a new 7,407 square foot dentist office in the “R-4, R-P” Planned Residence District located east of 4020 Bankers Blvd.
APPLICANT:	Downing Construction, 509 East Scenic Avenue, Indianola, Iowa, 50125
GENERAL DESCRIPTION:	The applicant is requesting to construct a 7,407 square foot dentist’s office, on property along Bankers Boulevard just south of West San Marnan Drive.
SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The request for a site plan amendment would not appear to have a negative impact on the surrounding area as it would appear to be compatible with other commercial development in the area.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed site plan amendment would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area. The site will be served by an extension of Tower Park Drive which is a local street, Bankers Boulevard which is a local street and connects to San Marnan Drive which is a Minor Arterial
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	The Fisher Drive trail is located to the southwest with plans for an extension to Kimball Avenue in the planning stages.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area in question has been zoned “R-4, R-P” Planned Residence District since being rezoned from “A-1” Agricultural District with the adoption of Ordinance 4669 on February 25, 2004. Surrounding land uses and their zoning designations are as follows: **North** – West San Marnan Drive and residential zoned “R-3,R-P” Planned Residence District. **South** – Vacant land zoned “R-4, R-P” Planned Residence District and “B-P” Planned Business. **East** – Vacant land zoned “R-4, R-P” Planned Residence District. **West** – Bankers Boulevard and commercial zoned “R-4, R-P” Planned Residence District.
BUFFERS/ SCREENING/ LANDSCAPING REQUIRED:	No buffers would be required as a part of this request. The applicant will need to submit and execute a landscaping plan for the site during the building permit approval process.
DRAINAGE:	The proposed request would not appear to have a negative impact on drainage in the area.

DEVELOPMENT HISTORY:	Commercial buildings were built between 2008 and 2020.
FLOODPLAIN:	No portion of the property is located within a floodplain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0304F, dated July 18, 2011.
PUBLIC /OPEN SPACES/ SCHOOLS:	Lou Henry Elementary School is located 0.59 miles to the northeast, Hoover Middle School is located 0.68 miles to the northeast, and East High School is located 1.38 miles to the northeast.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	There are overhead power lines and water lines located in an area to be vacated just south of San Marnan Drive. Other utilities will be extended to serve the proposed lot.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as *Business Park: Professional Offices, Commercial with Compatible Light 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 applicants are requesting a site plan amendment in order to construct a new 7,407 square foot dentist office in the “R-4, R-P” Planned Residence District. The proposed building will be one story and would match the surrounding area as Cedar Valley Oral Surgery, and other medical offices are located just to the west of the proposed professional office, and Kimball and Beecher Dentistry and other office uses are located approximately ¼ mile to the east. Parking requirements for a Dental Clinic are one (1) parking space for each two hundred (200) square feet of floor area. At 7,407 square feet, the parking requirement would be 38 parking spaces with the site plan showing 48 parking spaces including two handicapped spots which meets the parking requirements. The applicant has not yet turned in side elevations to determine if the proposed design fits with other commercial development in the area. *At their December 13, 2022 meeting, the Planning, Programming and Zoning Commission voted unanimously to recommend approval of the request.*


PLANTING PLAN GENERAL NOTES
PLANTING PLAN REQUIREMENTS
PLANT SCHEDULE
DECIDUOUS TREES STAKING DETAIL
PLANTING PIT DETAILS
EDWARDS SMITH DENTAL SITE DEVELOPMENT
WATERLOO, IOWA
PLANTING PLAN
SNYDER & ASSOCIATES, INC.
SNYDER & ASSOCIATES
Sheet C500



TECH REVIEW AND UPDATES	During Tech Review it was noted by Engineering that they will need a drainage plan and how if it will be emptying into the Tract that will be the detention basin to the south of the proposed building. The engineering department will also need construction plans for the road in front of the office when the Final Plat is submitted for the area.
STAFF ANALYSIS – SUBDIVISION ORDINANCE:	The applicant is not proposing to subdivide the property; however, the property in question is currently going through the platting process, which is separate from the Site Plan Amendment.

Picture 1: Looking north from Tower Park Drive to the Site Plan Amendment site.

Picture 2: Looking east along proposed site.

Picture 3: Looking west along Tower Park Drive.

Picture 4: 4020 Bankers Boulevard.

STAFF RECOMMENDATION:

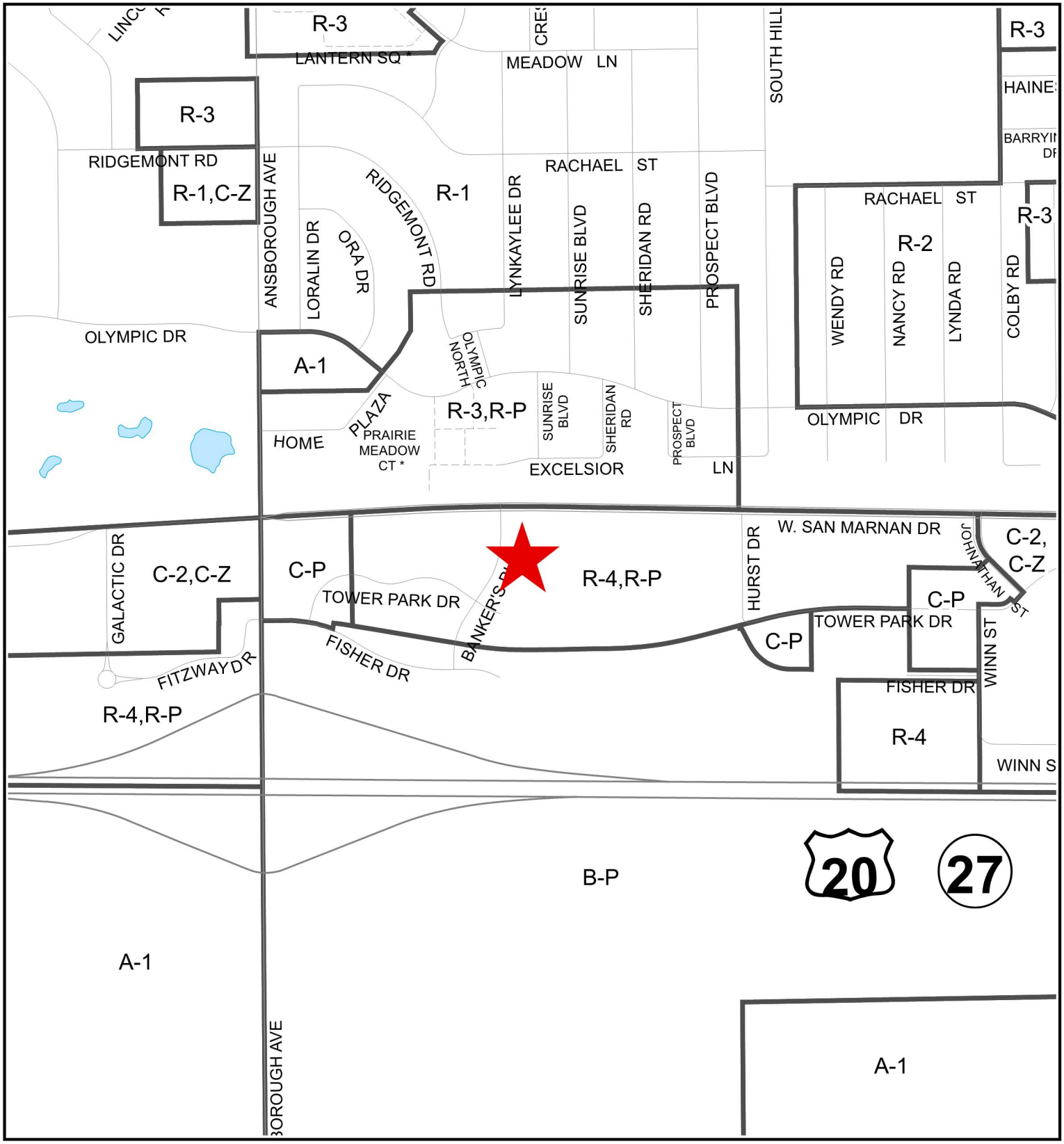
Therefore, staff recommends that the request by Downing Construction on behalf of Smith Family Dentistry for a Site Plan Amendment to construct a new 7,407 square foot dentist office in the “R-4, R-P” Planned Residence District located east of 4020 Bankers Blvd, be approved for the following reasons:

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 would be compatible with surrounding development.

And with the following conditions(s):

1. That the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, etc.

City of Waterloo Planning, Programming and Zoning Commission
December 13, 2022



East of 4020 Bankers Boulevard
Site Plan Amendment
Downing Construction on behalf of
Smith Family Denistry

City of Waterloo Planning, Programming and Zoning Commission
December 13, 2022

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Waterloo Iowa

East of 4020 Bankers Boulevard
Site Plan Amendment
Downing Construction on behalf of
Smith Family Denistry

DIMENSION PLAN CONSTRUCTION NOTES

1. EXISTING FEATURES, PROTECT THE FOLLOWING:
   A. PAVEMENTS TO REMAIN.
   B. PROTECT EXISTING UTILITIES NOT SCHEDULED FOR DEMOLITION. COORDINATE ANY RELOCATIONS OR ADJUSTMENTS WITH UTILITY SERVICE PROVIDER AS NECESSARY. ANY DAMAGES TO EXISTING UTILITIES THAT ARE NOT SCHEDULED FOR MODIFICATION OR DEMOLITION SHALL BE REMEDIED AT THE CONTRACTORS EXPENSE WITH THE WORK BEING PERFORMED TO THE UTILITY OWNER'S SPECIFICATION.
   C. STORM SEWER TO BE INSTALLED AS PART OF SAN MARNAN PUBLIC IMPROVEMENTS.

2. PAVEMENTS, PROVIDE THE FOLLOWING:
   A. 7" DEPTH PCC DRIVES ON 12" SUBGRADE PREPARATION COMPACTED TO 95% STANDARD PROCTOR.
   B. 6" DEPTH PCC DRIVES AND PARKING ON 12" SUBGRADE PREPARATION COMPACTED TO 95% STANDARD PROCTOR.
   C. 5" DEPTH PCC STANDARD SIDEWALK WITH 6" DEPTH SUBGRADE PREPARATION COMPACTED TO 95% STANDARD PROCTOR.
   D. 5" DEPTH PCC SIDEWALK WITH INTEGRAL CURB WITH 6" DEPTH SUBGRADE PREPARATION COMPACTED TO 95% STANDARD PROCTOR. SEE DETAIL ON THIS SHEET.
   E. STANDARD CURB. SEE DETAIL ON THIS SHEET.
   F. PEDESTRIAN RAMP. MAXIMUM SLOPE OF 8.33%.
   G. NO CURB.
   H. CONNECT TO EXISTING DRIVE WITH SUDAS TYPE A DRIVEWAY CONNECTION AND THICKEN EDGE TO 12" MIN.
   I. PCC STOOP. REFER TO ARCHITECTURAL PLANS FOR DETAILS.
   J. PCC FLUME. CONNECT FLUME TO PARKING LOT WITH BR JOINT. SEE DETAIL ON THIS SHEET.

3. PAVEMENT MARKINGS, PROVIDE THE FOLLOWING:
   A. 4" WIDE PAINTED PARKING STALL LINES.
   B. PAINTED STATE OF IOWA APPROVED ACCESSIBLE PARKING SYMBOL.
   C. ACCESSIBLE AISLE. 45° STRIPING AT 3' ON CENTER SPACING WHERE SHOWN.
   D. 45° STRIPING AT 3' ON CENTER SPACING WHERE SHOWN.

4. SIGNS, PROVIDE THE FOLLOWING:
   A. PROVIDE POST MOUNTED VAN ACCESSIBLE PARKING SIGNAGE AS PER ICC SECTION A117.1-09 SECTION 502.7 AND ADAAG REQUIREMENTS. SIGN SHALL BE AT LEAST 60 INCHES ABOVE THE FINISHED PARKING SURFACE.
   B. MONUMENT SIGN.

5. SITE AMENITIES, PROVIDE THE FOLLOWING:
   A. TRASH ENCLOSURE. SEE ARCHITECTURAL PLANS FOR DETAILS.

6. SITE ELECTRICAL, CONTRACTOR TO COORDINATE WITH UTILITY PROVIDER ALL ASPECTS OF ELECTRICAL SERVICE, PROVIDE THE FOLLOWING:
   A. TRANSFORMER AND PAD. COORDINATE WITH UTILITY PROVIDER PRIOR TO CONSTRUCTION.
   B. EXTERIOR LIGHTING TO BE ORIENTED DOWNWARD AND AWAY FROM ADJACENT PROPERTIES AND INSTALLED AS TO NOT HAVE LIGHT EXIT FROM THE PROPERTY. SEE ARCHITECTURAL AND ELECTRICAL PLANS FOR ADDITIONAL INFORMATION REGARDING ANY PROPOSED LIGHTING.

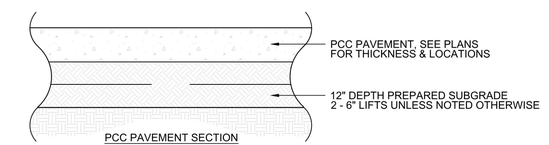
7. GAS AND ELECTRIC SERVICE. COORDINATE WITH UTILITY PROVIDER PRIOR TO CONSTRUCTION.
   A. PROPOSED GAS AND ELECTRIC METER LOCATION. COORDINATE WITH ARCHITECTURAL AND MECHANICAL PLANS PRIOR TO CONSTRUCTION.
   B. COORDINATE GAS AND ELECTRIC SERVICE WITH UTILITY PROVIDER PRIOR TO CONSTRUCTION.

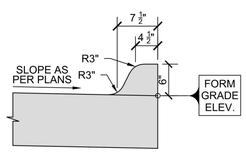
8. CONTRACTOR TO COORDINATE ALL TELEPHONE, COMMUNICATION, CABLE AND OTHER UTILITIES WITH FRANCHISE UTILITY OWNERS PRIOR TO CONSTRUCTION.

9. PROPOSED BUILDING - REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR DETAILS.

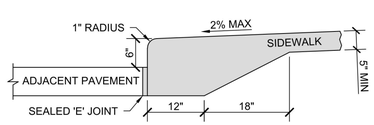
PAVEMENT LEGEND

- 5" PCC SIDEWALK
- 6" PCC PAVEMENT
- 7" PCC PAVEMENT

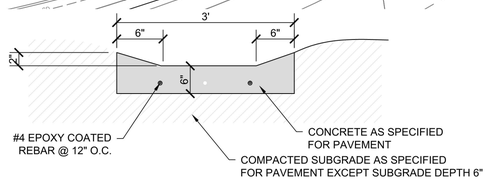




1 C200 — 6-INCH STANDARD CURB
NO SCALE



2 C200 — INTEGRAL SIDEWALK AND CURB DETAIL
NO SCALE



3 C200 — CONCRETE FLUME DETAIL
NO SCALE

4 C200 — TYPICAL PAVEMENT CROSS SECTIONS
NO SCALE

0 20 FEET

MARK	REVISION	DATE	BY
Engineer: ENGR	Checked By: MAA	Scale: 1" = 20'	
Technician: TLS	Date: 11-22-2022	T-R-S: TTN-RRW-SS	

Project No: 122.1411.01

Sheet C200

EDWARDS SMITH DENTAL SITE DEVELOPMENT

WATERLOO, IOWA

DIMENSION PLAN

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 122.1411.01

Sheet C200

V:\Projects\2022\122.1411.01\CAD\DSP02_1221411_DIMN.dwg JAKE R. CAMPOS, DIMENSION PLAN, 2022/11/22, 1:50 PM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)

dotloop signature verification: dtlp.us/lgtQ-b1Gb-EPDN

APPLICATION SITE PLAN AMENDMENT TO A "R-P", "M-P", "C-P", "B-P", "S-1" OR "C-Z" DISTRICT

CITY OF WATERLOO PLANNING, PROGRAMMING, AND ZONING COMMISSION, WATERLOO, IOWA
319.291.4366

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

1. APPLICATION INFORMATION:

a. Applicant's name (please print): Downing Construction - Nick Welter
Address: 509 E Scenic Valley Avenue Phone: 515-961-5386 Fax: _____
City: Indianola State: IA Zip: 50125
Email: nwelter@downingconstruct.com

b. Status of applicant: (a) Owner____ (b) Other X (CHECK ONE): If other explain: _____
Owner's Representative

c. Property owner's name if different than above (please print): John and Dan Properties, Inc.
Address: 7404 University Avenue Phone: _____ Fax: _____
City: Cedar Falls State: IA Zip: 50613
Email: _____

2. PROPERTY INFORMATION:

a. General location of site plan to be amended: NE corner of Bankers Boulevard and Tower Park Drive

b. Legal description of property or portion to be amended: _____
see attached legal description

c. Dimensions of proposed site plan amendment: 317' x 169'
d. Area of proposed site plan amendment: 53,236 SF (1.22 acres)
e. Current zoning: R-4, R-P
f. Reason(s) for site plan amendment and proposed use(s) of property: _____
property to be developed into a dental clinic
g. Conditions (if any) agreed to (does not affect existing conditions unless specified): _____

h. Other pertinent information (use reverse side if necessary): _____

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

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

Digitally signed by Nick Welter
DN: C=US, E=nickw@downingconstruct.com, O=Downing, CN=Nick Welter
Reason: I am the author of this document
Date: 2022.11.15 09:39:16-06'00'

Signature of Applicant — 11/15/2022

Dan Deery
dotloop verified
11/15/22 2:51 PM CST
LE59-AIOG-QXRY-WKGV

Signature of Owner — Date

Legal Description

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE
NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 88 NORTH, RANGE 13 WEST OF THE 5th P.M., CITY OF WATERLOO, BLACK HAWK
COUNTY, IOWA.
MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 9, TOWNSHIP 88
NORTH, RANGE 13 WEST OF THE 5TH P.M.; THENCE, S0°30'26"W 33.00' ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF
THE NORTHWEST 1/4 OF SAID SECTION 9 TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WEST SAN MARNAN DRIVE
(PREVIOUSLY ESTABLISHED); THENCE, CONTINUING S0°30'26"W 1290.97' ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF
THE NORTHWEST 1/4 OF SAID SECTION 9 TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF
SAID SECTION 9, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF HIGHWAY 20 (PREVIOUSLY ESTABLISHED);
THENCE, N88°45'42"W 775.36' ALONG THE NORTH RIGHT OF WAY LINE OF SAID HIGHWAY 20; THENCE, N81°36'52"W 391.86'
ALONG SAID NORTH RIGHT OF WAY LINE; THENCE, N76°01'43"W 165.06' ALONG SAID NORTH RIGHT OF WAY LINE TO A POINT
ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE, N00°32'34"E 771.81'
ALONG SAID WEST LINE; THENCE, NORTHWESTERLY 82.18' ALONG THE ARC OF A 270.00' RADIUS CURVE, CONCAVE
NORTHEASTERLY, HAVING A CHORD BEARING OF N64°09'21"W AND A CHORD DISTANCE OF 81.86'; THENCE, N55°26'13"W
17.26'; THENCE, N34°33'47"E 91.13'; THENCE, NORTHEASTERLY 264.88' ALONG THE ARC OF A 437.50' RADIUS CURVE,
CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING OF N17°13'06"E AND A CHORD DISTANCE OF 260.86'; THENCE,
N0°34'12"E 31.32' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID SAN MARNAN DRIVE; THENCE, N89°48'16"E 1285.81'
ALONG SAID SOUTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 38.31 ACRES. SUBJECT TO
EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

CITY OF WATERLOO

Council Communication

Request by C10 Investments, LLC, to vacate a utility easement adjacent to the Ridgeway Avenue right-of-way located east of 115 East Ridgeway Avenue, in the “S-1” Shopping Center District.

City Council Meeting: 1/17/2023
Prepared: 1/4/2023

ATTACHMENTS:

Description	Type
Staff Report	Backup Material
Overview Map	Backup Material
Aerial Map	Backup Material
Kwik Star Ridgeway Site Plan	Backup Material
Application	Backup Material

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments, and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider and pass for the first time an ordinance approving a request by C10 Investments, LLC, to vacate a utility easement adjacent to the Ridgeway Avenue right-of-way located east of 115 East Ridgeway Avenue, in the “S-1” Shopping Center District, subject to the existing storm sewer being relocated within the right-of-way of East Ridgeway Avenue, and an agreement being approved for the work to relocate the sewer.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt the ordinance.

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

Recommended Action: Approval

Summary Statement:

Transmitted is a request by C10 Investments, LLC to vacate a utility easement adjacent to the Ridgeway Avenue right-of-way located east of 115 East Ridgeway Avenue in the “S-1” Shopping Center District, and instruct the City Clerk to publish notice.

The City of Waterloo Planning, Programming and Zoning Commission will review this request at their January 10, 2023 meeting. Their recommendation will be reported at the hearing.

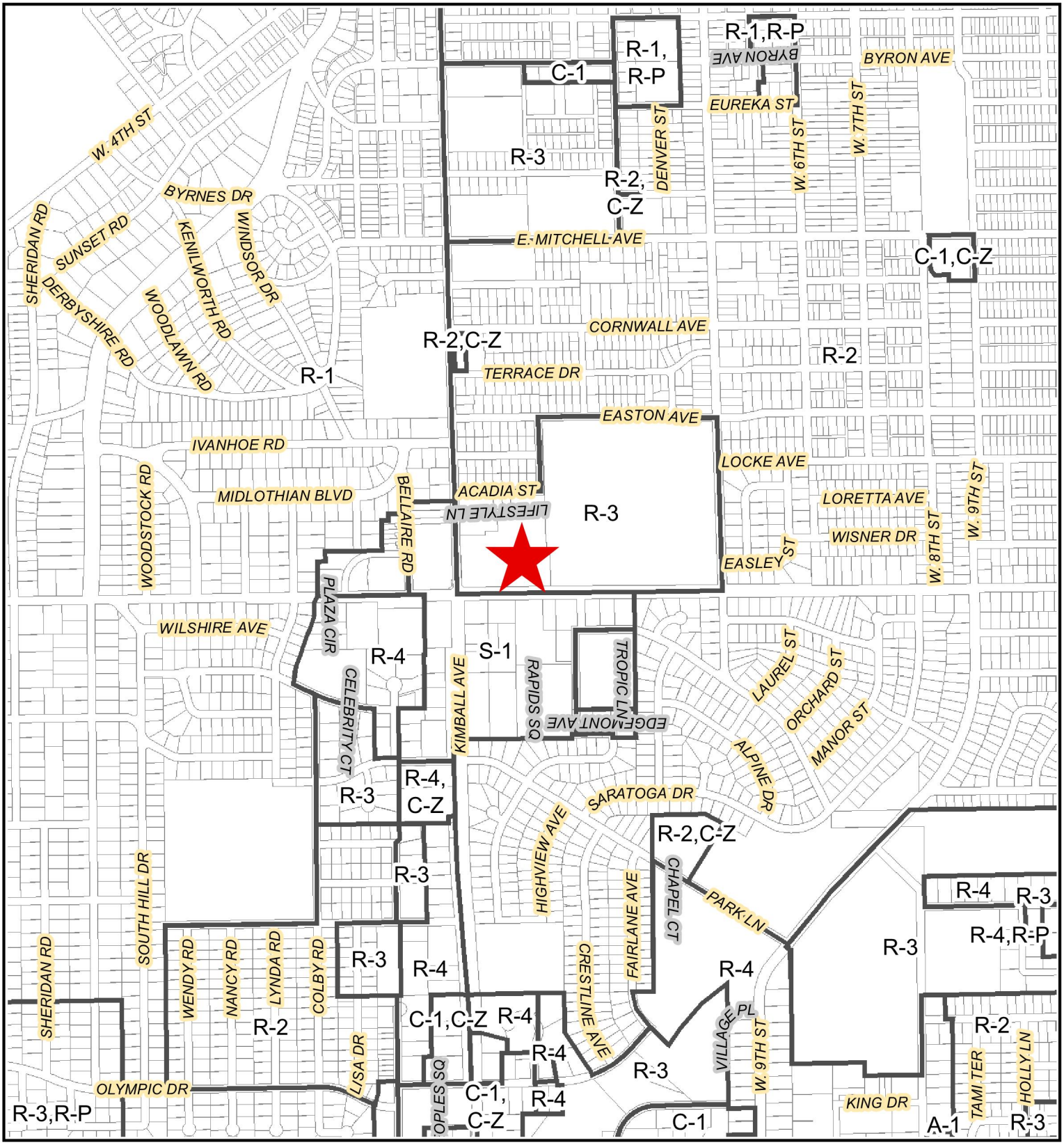
The proposed easement vacate would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area.
The easement was used for a 15" Storm Sewer that served the former

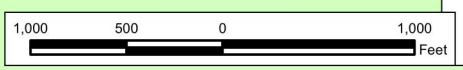
Neighborhood Impact:	Schoitz Hospital that is being relocated off the property as it is being reconstructed. With the storm sewer relocated there will be no need to continue having a utility easement. The new storm sewer will be located within the right-of-way of East Ridgeway Avenue. Therefore, staff recommends that the request by C10 Investments, LLC, to vacate a utility easement in the "S-1" Shopping Center District located east of 115 East Ridgeway Avenue, be approved for the following reasons: 1. The request would not appear to have a negative impact on traffic conditions in the area. 2. The request would not appear to have a negative impact upon the surrounding area and would be compatible with surrounding development. Subject to the existing storm sewer being relocated within the right-of-way of East Ridgeway Avenue, and an agreement being approved for the work to relocate the sewer.
Data/Analysis and Strategies:	Utility Easement
Expenditure Required/Source of Funds:	None
Legal Descriptions:	That part of the Southwest 1/4 of the Southwest 1/4 of Section 35, Township 89N, Range 13 W, Waterloo, Black Hawk County, Iowa, described as follows: Beginning at a point on the North Right-of-Way line of Ridgeway Avenue (50 ft. from centerline) which point is 514.84 feet East of the centerline of Kimball Avenue as measured along the North Right-of-Way line of Ridgeway Avenue; thence North 45 Degrees East a distance of 33.94 feet; thence East parallel with the North Right-of-Way line of Ridgeway Avenue a distance of 37.56 feet; thence South 58 Degrees 36 Minutes 45 Seconds East a distance of 46.08 feet to the North right-of-way line of Ridgeway Avenue; thence West along the North Right-of-Way line of Ridgeway Avenue; thence West along the North Right-of-Way line of Ridgeway Avenue a distance of 100.90 feet to the Point of Beginning. This vacate shall not vacate the 10 foot public utility easement as platted along the South 10 feet of Lot 3 of Schoitz Addition.

REQUEST:	Request by C10 Investments, LLC, to vacate a utility easement in the “S-1” Shopping Center District located east of 115 East Ridgeway Avenue.
APPLICANT(S):	C10 Investments, LLC, attn.” Jeff Stickfort, 3759 Ranchero Road, Cedar Falls, Iowa 50613.
GENERAL DESCRIPTION:	The applicant is requesting to vacate a utility easement on the former Schoitz Hospital Site, where an existing storm sewer line will be relocated.
SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The request for an easement vacate would not appear to have a negative impact upon the surrounding area.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed easement vacate would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	There is currently no trails in the area. There is a sidewalk along East Ridgeway Avenue.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area in question has been zoned “S-1” Shopping District since the adoption of Ordinance 5613 on August 16, 2021 when it was rezoned from “R-3” Multiple Residence District. Surrounding land uses and their zoning designations are as follows: **North** – Vacant land, apartment building under construction and Acadia Street zoned “S-1” Shopping Center District and “R-3” Multiple Residence District. **South** – East Ridgeway Avenue, professional office and commercial zoned “S-1” Shopping District. **East** – West High School zoned “R-3” Multiple Residence District. **West** – Commercial zoned “S-1” Shopping Center District.
BUFFERS/ SCREENING/ LANDSCAPING REQUIRED:	No buffers would be required as a part of this request.
DRAINAGE:	The proposed request would not appear to have a negative impact upon drainage in the area.
DEVELOPMENT HISTORY:	Commercial buildings built between 1971 and 2022.

FLOODPLAIN:	No portion of the vacate area located within a floodplain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0301F, dated July 18, 2011.
PUBLIC /OPEN SPACES/ SCHOOLS:	Lou Henry Elementary is located 0.57 miles to the southwest, Hoover Elementary School is located 0.48 miles to the southwest and West High School is located adjacent to the site to the east. Bontrager Park is located 0.532 miles to the southwest.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	There is a 15” Storm Sewer that served the former Schoitz Hospital that is being relocated into Ridgeway Avenue.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as *Commercial.* 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 vacate a utility easement. The easement was used for a 15” Storm Sewer that served the former Schoitz Hospital that is being relocated off the property as it is being reconstructed. With the storm sewer relocated there will be no need to continue having a utility easement. The new storm sewer will be located within the right-of-way of East Ridgeway Avenue.
TECH REVIEW AND UPDATES	
STAFF ANALYSIS – SUBDIVISION ORDINANCE:	The applicant is not proposing to subdivide the property.
STAFF RECOMMENDATION:	Therefore, staff recommends that the request by C10 Investments, LLC, to vacate a utility easement in the “S-1” Shopping Center District located east of 115 Ridgeway Avenue, be approved for the following reasons: 1. The request would not appear to have a negative impact on traffic conditions in the area. 2. The request would not appear to have a negative impact upon the surrounding area and would be compatible with surrounding development. 3. Subset to the existing storm sewer being relocated within the right-of-way of East Ridgeway Avenue.

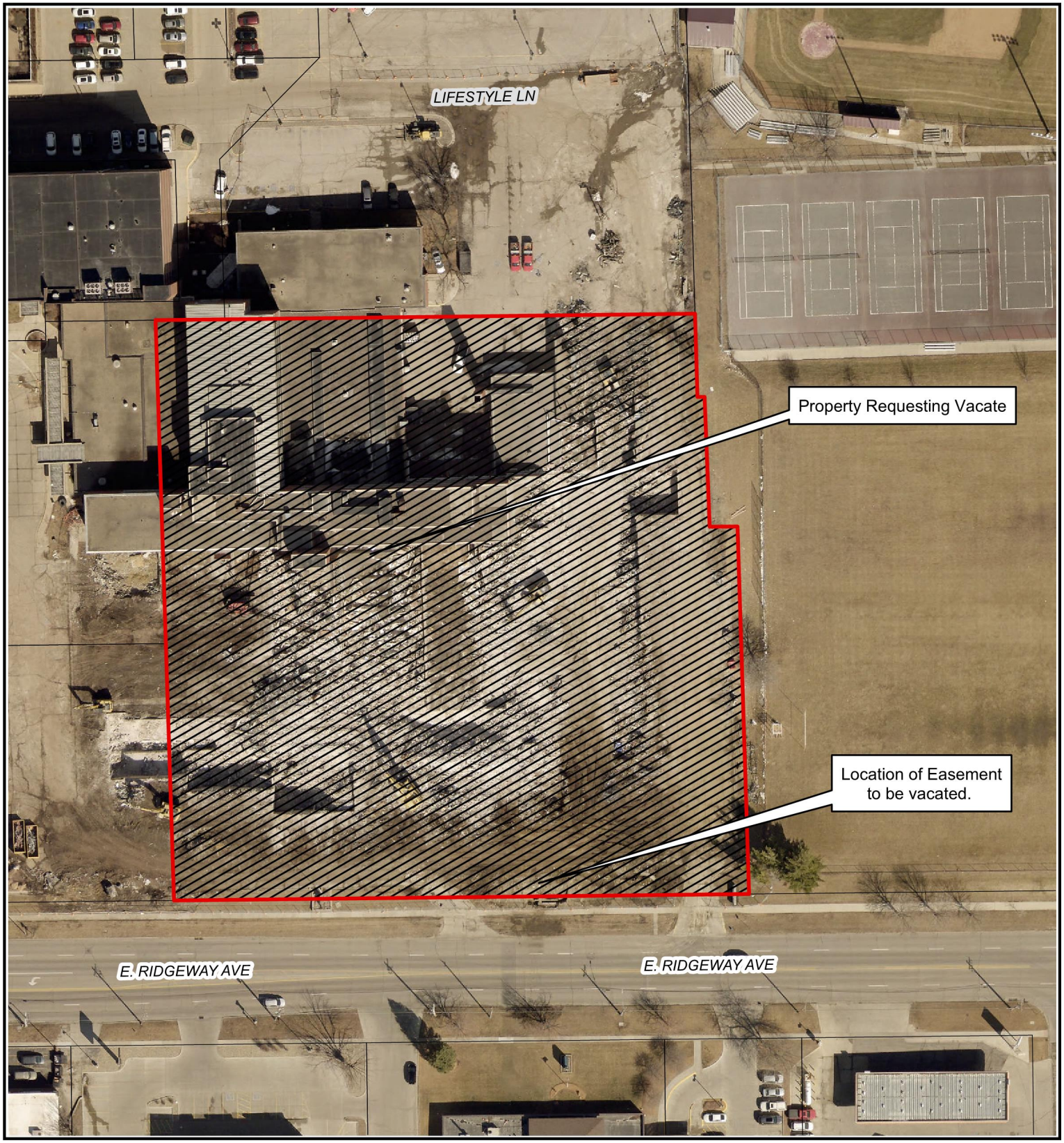
City of Waterloo Planning, Programming and Zoning Commission
January 10, 2023





East of 115 Ridgeway Avenue
Easement Vacate
C10 Investments, LLC

City of Waterloo Planning, Programming and Zoning Commission
January 10, 2023



N
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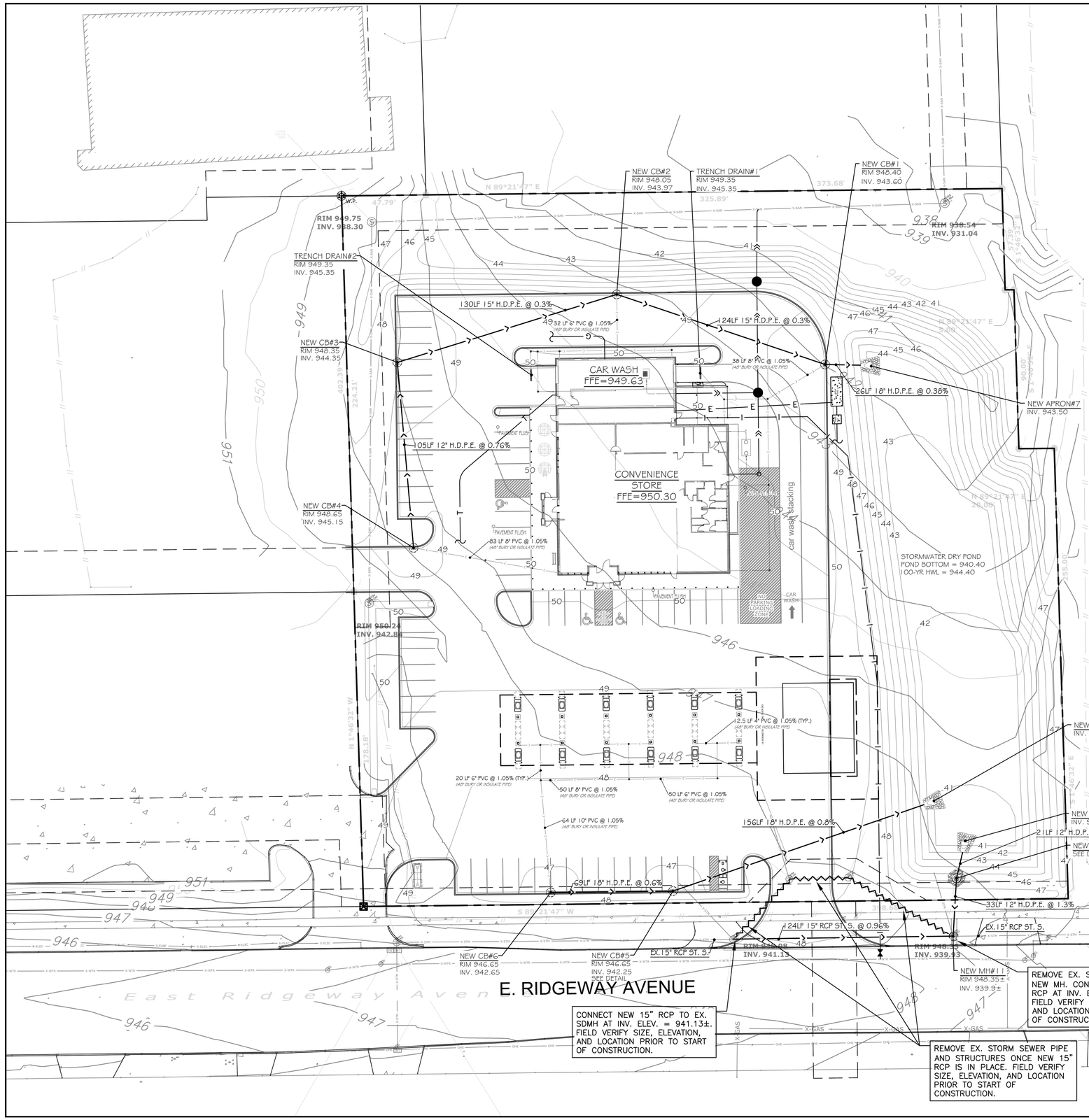
Waterloo Iowa

East of 115 Ridgeway Avenue
Easement Vacate
C10 Investments, LLC



KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LACROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

SUNDE ENGINEERING, PLLC.
10830 NESBITT AVENUE SOUTH
BLOOMINGTON, MINNESOTA 55437
(952) 881-3344 TELEPHONE
(952) 881-1913 FAX
www.sundecivil.com

PROFESSIONAL ENGINEER
MIKE KETTLER
18845
IOWA

STORM SEWER PLAN

CONVENIENCE STORE 1271

E. RIDGEWAY AVE
WATERLOO, IOWA

NO.	DATE	DESCRIPTION
-	04NOV22	SUBMITTAL

DRAWN BY
SCALE GRAPHIC
PROJ. NO. 22-1271
DATE 04NOV2022
SHEET SP3

KWIK TRIP PM S.W.

City of Waterloo Planning & Zoning Department
715 Mulberry Street, Waterloo, Iowa 50703
(319) 291-4366

- ☐ **Offer to Vacate and Purchase City Right-of-Way**
- ☒ **Request to Vacate Easement, Vacate Sidewalk, or Encroachment Agreement**
- ☐ **Sale of City-Owned Property**

Applicant (Business Name if Applicable: C10 Investments, LLC. Attn: Jeff Stickfort

Address: 3759 Ranchero Rd., Cedar Falls, IA 50613 Phone No.: 319-290-4357

Email: jeffstickfort@gmail.com

General Description of Property to Vacated (i.e.- alley between A St. & B St., South of C St.):
See Attached
Legal description of area to be conveyed, vacated, or encroached: See Attached Exhibits

1. **A non-refundable filing fee(s)** shall be made as follows (checks payable to City of Waterloo):
   - Right-of-way vacation – One Hundred Seventy Five Dollar ($175.00) Filing Fee
   - Easement or sidewalk vacation – Seventy Five Dollar ($75.00) Filing Fee
   - Encroachment – One Hundred Dollar ($100.00) Filling Fee
   - Sale of city-owned property not required to be vacated – No Fee
   - Any request not meeting the Sale of Property Policy – One Hundred Dollar ($100.00) Fee
2. **Offer Price***[Note: If the offer price meets the Sale of Property Policy (see attached) the request will not be required to be reviewed by the Building & Grounds Committee.]
   - Asking price (see attached Sale of Property Policy for how calculated): _____
   - Deductions
     - May decrease price by 50% for area located within an easement: _____
     - May decrease price for the City tax that will be collected on the land within 5 yrs (8 yrs inside of the CURA): _____
     - Costs (surveying & misc., demolition, remove of curbs, etc): _____

   Asking price – Deductions = Value of Property: _____

   Offer Price for Entire Area: _____

Note: The above information is a summary of the Sale of Property Policy (see attached). All requests to vacate and purchase City right-of-way must be accompanied by a signed "Intent to Vacate" form for each abutting property to the area to be vacated. Any request that fails to meet the Sale of Property Policy shall not be forwarded to the Building and Grounds Committee or City Council. Any such applicant shall need to request review to Building and Grounds through a City Council member.

3. **Publication and Recording Fees***: At the time a buyer(s) has been selected, all publication costs and recording fees must be paid by the applicant. Applicant shall be responsible for collecting from other buyers.
4. **Easement***: The following easement shall be retained:

   _____

5. **Other**: Please provide a site plan and/or aerial photo of the area to be vacated if the request involves additional construction as the reason for the request.

Jeff Stickfort for C10 Investments — Applicant
Jeff Stickfort — Print Name
12/19/22 — Date

*Not required for easement vacates sidewalk vacates or Encroachment Agreements

CITY OF WATERLOO

Council Communication

Resolution approving a Consolidated Public Safety Communications 28E Agreement with Black Hawk County, City of Cedar Falls, City of Evansdale, City of Hudson, City of La Porte City, City of Dunkerton, and City of Gilbertville, for the purposes of coordinating the professional dispatching of public safety services in Black Hawk County, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 1/17/2023
Prepared: 1/11/2023

ATTACHMENTS:

Description	Type
28E Agreement with BHC and BHC Communities	Backup Material

SUBJECT:	Resolution approving a Consolidated Public Safety Communications 28E Agreement with Black Hawk County, City of Cedar Falls, City of Evansdale, City of Hudson, City of La Porte City, City of Dunkerton, and City of Gilbertville, for the purposes of coordinating the professional dispatching of public safety services in Black Hawk County, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Mayor Quentin Hart

CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS 28E AGREEMENT

ARTICLES of 28E AGREEMENT made and entered into this ____ day of __, 20__, by and between the parties, Black Hawk County, hereafter referred to as "County"; the City of Waterloo, hereafter referred to as "Waterloo"; the City of Cedar Falls, hereafter referred to as "Cedar Falls"; the City of Evansdale , hereafter referred to as "Evansdale"; the City of Hudson, hereafter referred to as "Hudson"; the City of La Porte City, hereafter referred to as "La Porte"; the City of Dunkerton, hereafter referred to as "Dunkerton"; and the City of Gilbertville, hereafter referred to as "Gilbertville"; or such of them as may become signatories hereto.

IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1: PURPOSE

For the purpose of gaining economy of operations while maintaining improving and coordinating the professional dispatching of public safety services in Black Hawk County, the Consolidated Public Safety Communications Center, hereafter referred to as the "Center" is hereby created. The Center shall be operated and maintained pursuant to this Agreement and shall provide dispatch and communications services to all participating government agencies in Black Hawk County.

ARTICLE 2: PLACE OF OPERATION

The Center shall be housed at County expense in a facility provided by Black Hawk County. However, utilities. Cleaning, remodeling, and such other expense attributable to the Center operations will be prorated among the parties.

ARTICLE 3: LEGAL STATUS

No separate legal entity under Iowa law is created nor is any obligation incurred by the participating parties other than those specified in this Agreement or as may be added by amendment properly executed in the manner hereafter provided. This Agreement is intended to obligate the participants pursuant to Chapter 28E of the Code of Iowa.

ARTICLE 4. COMMENCEMENT OF OPERATIONS

Center operations shall commence on a date determined by the Center Board. Start-up costs and costs incurred in implementing this Agreement shall be advanced by the County and reimbursed according to the formula set out in this Agreement if some or all of the funding anticipated has not yet been received at time of commencement. The entities providing the funds shall be reimbursed proportionately.

ARTICLE 5: DURATION

The duration and existence of this Agreement shall be for a period of one year with automatic renewal unless terminated by the parties according to the terms of the Agreement hereafter provided. The attached assessments shall be reviewed every three years.

ARTICLE 6: CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS CENTER BOARD

SECTION 1: There is hereby created a Consolidated Public Safety Communications Center Board, herein referred to as the Center Board, which shall be operated pursuant to this Agreement.

SECTION 2: An eleven-member Public Safety Communications Center Board (hereafter referred to as the "Center Board") composed of: the Black Hawk County Sheriff, the City of Waterloo Fire Chief, the City of Waterloo Police Chief, the City of Cedar Falls Police Chief, the City of Cedar Falls Fire Chief, the City of Evansdale Police Chief, the City of Hudson Police Chief, the City of La Porte City Police Chief, the City of Dunkerton Police Chief, the City of Gilbertville Police Chief, and one Fire Chief representing the other fire departments "whose home base is within a city that is located in Black Hawk County, is hereby created.

SECTION 3: The Center Board shall adopt, establish, and approve all policies and procedures and be responsible for the operation of the Center subject to the limitations and dispute resolution procedures of this agreement, except that the Center Board shall adopt Black Hawk County Personnel Policies, which shall be applicable to all Center personnel.

SECTION 4: The position of Chairperson of the Center Board shall be selected by the Center Board on a majority vote on an annual basis. The Chairperson, through the Center Director, shall cause minutes of the Center Board meetings to be prepared and distributed to the Center Board members and the participating cities' Mayors and the County Board of Supervisors. Center Board members shall be entitled to the following voting structure:

Black Hawk County Sheriff – 2 votes
City of Waterloo Fire Chief – 1 vote
City of Waterloo Police Chief – 3 votes
City of Cedar Falls Fire Chief – 1 vote
City of Cedar Falls Police Chief – 2 votes
City of Evansdale Police Chief – 1 vote
City of Hudson Police Chief – 1 vote
City of LaPorte City Police Chief - 1 vote
City of Dunkerton Police Chief - 1 vote
City of Gilbertville Police Chief - 1 vote
One Fire Chief representing the Firemen's Association – 1 vote

All meetings shall be governed by the parliamentary procedures set forth in Robert's Rules of Order.

SECTION 5: The meetings of the Center Board shall be public proceedings subject to the Iowa Open Meetings Law. To the extent allowed by the Iowa Open Records Law, the minutes and records of the Center shall be public.

ARTICLE 7: COMMUNICATIONS CENTER MANAGEMENT

SECTION 1: All the usual and customary administrative, personnel, civil service regulations, accounting, budgetary, and procurement policies of Black Hawk County shall govern the Center in its operations and activities unless they conflict with policies and procedures adopted pursuant to this Agreement. Established collective bargaining agreements shall also supersede any Center Board policies or procedures. In the event of a conflict, except regarding collective bargaining matters, the conflict resolution procedures of Article 12 shall apply.

SECTION 2: The day-to-day operation of the Center shall be under the direction, supervision, and management of the Chairperson of the Board, who shall delegate such authority for the operation and management of the Center as he or she deems appropriate, with the consent of the Center Board. The power of delegation includes the power to direct and control all Center personnel and operations of the Center pursuant to the operating procedures established by the Center Board.

SECTION 3: The management staff of the Center shall be appointed by the Center Board, which will also have the authority to remove an employee from a position with the Center for reasons deemed sufficient by the Center Board. The management staff of the Center shall be supervised by the Chairperson of the Center Board on behalf of the Center Board, subject to County policies as set out herein. Center management shall comply with all administrative, personnel, accounting, budgetary and procurement policies of Black Hawk County unless they conflict with policies and procedures contained in this agreement.

SECTION 4: The Chairperson of the Center Board shall appoint a Personnel Committee from the members of the Center Board. The Board Personnel Committee shall be responsible for all hiring and termination of Center employees as well as the issuance of disciplinary actions to Center employees. All actions of the Personnel Committee regarding hiring and termination of Center employees shall be ratified by the Center Board.

ARTICLE 8: COUNTY EMPLOYEES

All Center employees, including the management staff, shall be employees of Black Hawk County. Payroll and terms of employment shall be administered by Black Hawk County.

ARTICLE 9: FINANCING

The Black Hawk County 911 Service Board, hereinafter referred to as the 911 Board, will pay for 100 percent of all 911 related costs that are eligible under Iowa Code Chapter 34A to be recovered from the subscriber access charge. Related 911 costs which are construed by this agreement to be included are, but not limited to, the installation of all necessary communications equipment and on-going system maintenance.
In the event funds are not available through the 911 Board, expenses not covered would then be absorbed into the Center's budget and covered under the EMA Levy. The Center's Board will provide their proposed budget, to the EMA Commission by December of each year.

ARTICLE 10: BUDGET PREPARATION

SECTION 1: The annual operating budget shall be prepared by the Director and submitted to the Center Board for preliminary approval in November of each year.

SECTION 2: Copies of the projected costs for each agency for each fiscal year will be given to each representative agency as part of the budget process as stated in Article I.

SECTION 3: By December of each year, the Chairperson of the Center Board will forward the preliminary budget, to the EMA Commission for their review, approval, and adoption to become part of the Commission's budget, which would be funded through a countywide property tax special levy.

ARTICLE 11: INSURANCE

The Center Board shall seek and maintain liability or comprehensive insurance coverage for Center operations and costs for same shall be divided and shared as provided for herein. Any participant may elect to obtain its own coverage for any separate liability it may have for Center operations.

ARTICLE 12: DISPUTE RESOLUTION

In the event of a dispute between the Center Board, the County and the Cities, the dispute may be submitted to arbitration. In order to qualify as a dispute, the matter must involve the center budget, center operation, or the terms of this agreement. At least four participants from the Center Board, County, or the Cities are required to request that the matter be submitted for arbitration.

The parties hereto agree that such a dispute between them shall be resolved by arbitration pursuant to and as authorized by Chapter 679A, Code of Iowa, 2013. In the event of such a dispute to be submitted for arbitration, the District Court shall be requested to appoint three (3) arbitrators to hear the matter.

ARTICLE 13: TERMINATION

SECTION 1: Any party to this agreement may terminate its participation herein by giving at least twelve (12) month's prior written notice to all the other parties. Termination of the withdrawing party shall be effective at the beginning of the next fiscal year following the twelve (12) month notice.

SECTION 2: Termination shall not relieve the County, Cities, or the 911 Board of any financial obligation incurred before the effective termination date under the terms of this Agreement.

SECTION 3: Equipment and furniture owned solely by the County, Cities, or 911 Board shall be distributed according to the inventory of the Center Board. Equipment and furniture owned jointly shall be distributed in a manner consistent with the basis of the member's contribution. Distribution shall be based upon a majority vote of all members eligible to vote on the Center Board. Where full agreement is not reached, the equipment and furniture shall be liquidated, and the proceeds distributed to the parties to the Agreement prorated upon the same basis that the parties contributed to the purchase of the equipment and furniture.

SECTION 4: The Center Board shall not be dissolved when there remains any indebtedness incurred by the Center Board.

ARTICLE 14: AMENDMENTS

The terms of this Agreement shall be amended only upon approval of any proposed amendment by a simple majority resolution of the participants.

ARTICLE 15: SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of application of this Agreement which can be given effect without the invalid provisions or application and to this end the provisions of this Agreement are declared to be severable.

ARTICLE 16: ADOPTION

This Agreement shall have full force and effect upon ratification by a simple majority of the participants.

BLACK HAWK COUNTY, IOWA

BY:_____
Signature

_____ Chairperson
Printed name

Attest:_____
Signature

CITY OF WATERLOO, IOWA

BY: _____
Signature

_____Mayor
Printed name

Attest:_____
Signature

CITY OF CEDAR FALLS, IOWA

BY:_____
Signature

_____ Mayor
Printed name

Attest:_____
Signature

CITY OF EVANSDALE, IOWA

BY: _____
Signature

_____Mayor
Printed name

Attest:_____
Signature

CITY OF HUDSON, IOWA

BY:_____
Signature

_____ Mayor
Printed name

Attest:_____
Signature

CITY OF LAPORTE CITY, IOWA

BY: _____
Signature

_____Mayor
Printed name

Attest:_____
Signature

CITY OF DUNKERTON, IOWA

BY:_____
Signature

_____ Mayor
Printed name

Attest:_____
Signature

CITY OF GILBERTVILLE, IOWA

BY: _____
Signature

_____Mayor
Printed name

Attest:_____
Signature

CITY OF WATERLOO

Council Communication

Resolution approving a Development Agreement with Habitat for Humanity and The 415 Walnut Collective, for the rehabilitation of three residential units, located at 415 Walnut Street, approving a Development Grant in the amount of $5,000.00 per unit, and authorizing the Mayor and City Clerk to execute said document

City Council Meeting: 1/17/2023
Prepared: 1/3/2023

ATTACHMENTS:

Description	Type
Development Agreement	Backup Material

SUBJECT:	Resolution approving a Development Agreement with Habitat for Humanity and The 415 Walnut Collective, for the rehabilitation of three residential units, located at 415 Walnut Street, approving a Development Grant in the amount of $5,000.00 per unit, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve the resolution
Summary Statement:	The City of Waterloo has been working with Habitat for Humanity and partners to redevelop the Walnut Neighborhood. Habitat for Humanity acquired the Walnut Baptist Church in 2019 and has been working with a number of partners to bring the church back to life. Phase one of the project will be to renovate a portion of the building into three residential units. The agreement would allow for the Infill Incentive of $5,000.00 to be paid out for each unit upon completion. The group is also applying for the State Community Catalyst Building Remediation grant with the Iowa Economic Development Authority. The Infill Incentive would cover the City match required for the Catalyst Grant.
Data/Analysis and Strategies:	Infill Housing
Implementation, Accountability, and Communication:	Bonds
Expenditure Required/Source of Funds:	$15,000, Nuisance Abatement bonds
Alternative:	Not approve.

Lots 1 and 2; All that part of Lots 3, 4, 5 lying within the following described boundaries: Commencing at the Northwest Comer of said Lot 3; thence East along the North line of said Lot 3 a distance of20 feet; thence South along a line which is 20 feet East of and parallel with the West line of said Lots 3 and 4 and an extension thereof to the South line of said Lot 5; thence West along

Legal Descriptions:	the South line of said Lot 5 to an angle point in said Lot; thence Southwesterly along the Southeasterly line of said Lot to the Southwesterly line of said Lot; thence Northwesterly along the Southwesterly line of said Lot to the most Westerly comer of said Lot; thence Northeasterly along the Northwesterly line of said Lot to an angle point in said Lot; thence North along the West line of said Lots 5, 4 and 3 to the point of beginning; All that part of Lot 6 lying within the following described boundaries: Commencing at a point in the Southwesterly line of said Lot which is 26 feet Northwesterly of the most Westerly comer of Lot 7; thence Northwesterly along the Southwesterly line of said Lot 6 to the most Westerly comer of said Lot; thence Northeasterly along the Northwesterly line of said Lot to the angle point in said Lot; thence East along the North line of said Lot a distance of 12.9 feet; thence South to the place of beginning; all in "N. 0. Munger's Subdivision", of Block 79 of the Cooley Addition in the City of Waterloo, Iowa.

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

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of _____, 2023, by and between Iowa Heartland Habitat for Humanity ("Company"), 415 Walnut Collective ("Collective") and the City of Waterloo, Iowa ("City"). Company and Collective may be referred to jointly as "Developer."

RECITALS

A. Company is the owner of real property at 415 Walnut Street, Waterloo, Iowa (the "Property") and, together with Collective, is willing and able to finance and undertake a rehabilitation of the Property to create three one-bedroom apartments therein and related improvements.

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

AGREEMENT

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

1. **Improvements by Developer.** Company and Collective shall collaborate with each other and make a mutually agreeable allocation of responsibilities between them with respect to performance of any Project tasks. Developer shall rehabilitate the existing structure on the Property to construct three (3) one-bedroom apartments meeting at least the minimum square footage standards of the Habitat for Humanity organization, completed to a finished state, including installation of exterior features

such as driveways and sidewalks, removal of all construction debris, proper leveling or shaping of groundscape, and grassing and/or landscaping (construction and finishing as so described are referred to as the "Improvements"). The Improvements shall be constructed in accordance with the terms of this Agreement, all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. Developer shall submit specific building design and site plan for City review and approval before the commencement of construction and shall not substantially deviate from such plans, specifications or designs. Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Property, Improvements, and all site preparation and development-related work to be undertaken and completed by Developer under this Agreement are collectively referred to as the "Project".

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

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

A. Grants. As provided in the City's infill housing policy, City will pay Company a grant of $5,000.00 for timely completion of each unit of the Improvements, for a total maximum incentive of $15,000.00, payable within sixty (60) days after City has verified that the Improvements have been Substantially Completed.

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

For purposes of this Agreement, "Substantially Completed" means the date on which the Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto and the City has verified that Project elements for which no permit was necessary have been substantially completed. The parties agree that the Improvements must be Substantially Completed by January 31, 2025, otherwise Company shall not be eligible for the foregoing incentives.

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

A. Until the Improvements have been Substantially Completed, Developer 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 Developer with respect to construction of the Improvements.

B. Developer 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.

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

5. **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.

6. **Representations and Warranties of Developer.** Each Developer hereby represents and warrants for itself as follows, and as applicable:

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

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

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

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

7. **Indemnification and Releases.**

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

B. Except for any willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, each Developer 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 a Developer 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 City in writing.

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

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

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

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

C. Company (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (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.

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

9. **Remedies.**

A. Default by Developer. Whenever any Event of Default in respect of a Developer occurs and is continuing, the City may terminate this Agreement, in whole or in part. Before exercising such remedy, City shall give 30 days' written notice to Developer of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 30 days and Developer shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Upon termination, City may

exercise any and all remedies available at law, equity, contract or otherwise for recovery of any sums paid by City to Company before the date of termination as set forth in this Agreement.

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.

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

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

12. **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.

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

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

(b) if to Company, at 803 W. 5th Street, Waterloo, Iowa 50702, Attention: Executive Director.

(c) if to Collective, at _____, Waterloo, Iowa _____, Attention: _____

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.

14. **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.

15. **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.

16. **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.

17. **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.

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

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

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

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

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

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

IOWA HEARTLAND HABITAT FOR HUMANITY

By: _____
Ali Parrish, Executive Director

415 WALNUT COLLECTIVE

By: _____
Matthew Gilbert

Title: _____

EXHIBIT “A”

Property Description

Lots 1 and 2;
All that part of Lots 3, 4, 5 lying within the following described boundaries: Commencing at the Northwest Comer of said Lot 3; thence East along the North line of said Lot 3 a distance of 20 feet; thence South along a line which is 20 feet East of and parallel with the West line of said Lots 3 and 4 and an extension thereof to the South line of said Lot 5; thence West along the South line of said Lot 5 to an angle point in said Lot; thence Southwesterly along the Southeasterly line of said Lot to the Southwesterly line of said Lot; thence Northwesterly along the Southwesterly line of said Lot to the most Westerly corner of said Lot; thence Northeasterly along the Northwesterly line of said Lot to an angle point in said Lot; thence North along the West line of said Lots 5, 4 and 3 to the point of beginning;
All that part of Lot 6 lying within the following described boundaries: Commencing at a point in the Southwesterly line of said Lot which is 26 feet Northwesterly of the most Westerly comer of Lot 7; thence Northwesterly along the Southwesterly line of said Lot 6 to the most Westerly corner of said Lot; thence Northeasterly along the Northwesterly line of said Lot to the angle point in said Lot; thence East along the North line of said Lot a distance of 12.9 feet; thence South to the place of beginning;
All in “N. O. Munger’s Subdivision”, of Block 79 of the Cooley Addition in the City of Waterloo, Iowa.

CITY OF WATERLOO

Council Communication

Resolution approving a Professional Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, in an amount not to exceed 126,500.00, for a Traffic Impact Study located at Ansborough Avenue and Highway 20 for the South Waterloo Business Park, and authorizing the Mayor to execute said document.

City Council Meeting: 1/17/2023
Prepared: 1/4/2023

ATTACHMENTS:

	Description	Type
	Agreement	Backup Material

SUBJECT:	Resolution approving a Professional Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, in an amount not to exceed 126,500.00, for a Traffic Impact Study located at Ansborough Avenue and Highway 20 for the South Waterloo Business Park, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer

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

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

SOUTH BUSINESS PARK
PRELIMINARY ENGINEERING SERVICES
CITY OF WATERLOO, IOWA

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered by and between AECOM Technical Services, Inc., 501 Sycamore Street, Suite 222, Waterloo, Iowa, hereinafter referred to as ATS and City of Waterloo, 715 Mulberry Street, Waterloo, Iowa, hereinafter referred to as CLIENT.

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

ATS shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. ATS'S RESPONSIBILITIES

ATS shall, subject to the terms and provisions of this Agreement:

(a) Appoint one or more individuals who shall be authorized to act on behalf of ATS and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon ATS as to all matters pertaining to this Agreement and the performance of the parties hereunder.

(b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control.

(c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two-year period following the completion of Services, it is shown that there is an error in the Services solely as a result of ATS's failure to meet these standards, ATS shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since ATS has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, ATS does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. ATS makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

(d) ATS shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which ATS procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of

the terms thereof. ATS's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.

(e) ATS will be providing estimates of costs to the CLIENT covering an extended period of time. ATS does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by ATS are estimates only, made on the basis of ATS's experience and represent ATS's reasonable judgment as a qualified professional. ATS does not guaranty that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by ATS, and the CLIENT waives any and all claims that it may have against ATS as a result of any such variance.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services;

(a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.

(b) Furnish to ATS all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. ATS shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INDEMNIFICATION

ATS agrees to indemnify and hold harmless CLIENT from and against any and all suits, actions, damages, loss, liability or costs (including, without limitation, reasonable attorneys' fees directly related thereto) for bodily injury or death of any person or damage to third party property if and to the extent arising from the negligent errors or omissions or willful misconduct of ATS during the performance of the Services hereunder.

V. INSURANCE

Commencing with the performance of the Services, and continuing until the earlier of acceptance of the Services or termination of this Agreement, ATS shall maintain standard insurance policies as follows:

(a) Workers' Compensation and/or all other Social Insurance in accordance with the statutory requirements of the state having jurisdiction over ATS's employees who are engaged in the Services, with Employer's Liability not less than One Hundred Thousand Dollars ($100,000) each accident;

(b) Commercial General Liability including third party Bodily Injury and Property Damage Liability and Contractual Liability insurance in a limit of One Million Dollars ($1,000,000) each occurrence and in the aggregate.

(c) Business Auto Liability Insurance (owned, non-owned or hired) in a combined single limit of One Million Dollars ($1,000,000).

ATS agrees to include CLIENT as Additional Insured on the Commercial General Liability and Business Auto Liability policies, but only to the extent of ATS's negligence under this agreement and only to the extent of the insurance limits specified herein.

(d) Professional Liability Insurance with limits of $1,000,000 per claim and in the aggregate covering ATS against all sums which ATS may become legally obligated to pay on account of any professional liability arising out of the performance of this Agreement.

ATS agrees to provide CLIENT with certificates of insurance evidencing the above-described coverage prior to the start of Services hereunder and annually thereafter if required. ATS shall provide prompt notice to the CLIENT in the event of cancellation, non-renewal or reduction of limits per standard ISO Acord Form wording and the policy provisions.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not-to-exceed fee of One Hundred Twenty-Six Thousand Five Hundred Dollars ($126,500.00).

ATS may bill the Client monthly for services completed at the time of billing. CLIENT agrees to pay ATS the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give ATS written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to ATS the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to ATS. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, ATS will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

(a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which ATS prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when ATS has been compensated

for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Any other use or reuse of original or altered files shall be at CLIENT's sole risk without liability or legal exposure to ATS and CLIENT agrees to release, defend and hold ATS harmless from and against all claims or suits asserted against ATS in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by ATS. Nothing contained in this paragraph shall be construed as limiting or depriving ATS of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.

(b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and ATS makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

(a) ATS shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall ATS be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall ATS be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

(b) In order that ATS may be fully protected against such third-party claims, CLIENT agrees to obtain and maintain for the benefit of ATS the same indemnities and insurance benefits obtained for the protection of the CLIENT from any contractor or subcontractor working on the project and shall obtain from that contractor/subcontractor insurance certificates evidencing ATS as an additional named insured.

X. INDEPENDENT CONTRACTOR

ATS shall be an independent contractor with respect to the Services to be performed hereunder. Neither ATS nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, title to, ownership of, legal responsibility and liability for any and all pre-existing contamination shall at all times remain with CLIENT. "Pre-

existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by ATS. CLIENT agrees to release, defend, indemnify and hold ATS harmless from and against any and all liability which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from ATS's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. ATS shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination. In the event that ATS executes or completes any governmentally required forms relating to regulated activities including but not limited to storage, generation, treatment, transportation, handling or disposal of hazardous or toxic materials, ATS shall be and be deemed to have acted as CLIENT's agent.

For ATS's services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide ATS with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. LIMITATION OF LIABILITY

CLIENT agrees that ATS's liability for the act, error or omission in its performance of services under this Agreement shall in no event exceed the amount of the total compensation received by ATS. It is intended by the parties to this Agreement that ATS's services in connection with the project anticipated herein shall not subject ATS's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project.

XIII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then ATS and the CLIENT agree to submit the dispute to mediation. In the event ATS or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by ATS and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and ATS may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

XIV. MISCELLANEOUS

(a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and provisions of this contract document shall control. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

(b) This Agreement shall be governed by the laws of the State of Iowa.

(c) ATS may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve ATS of any of its obligations under this Agreement.

(d) In no event shall either party be liable to the other for indirect or consequential damages, including, but not limited to, loss of use, loss of profit or interruption of business, whether arising in contract, tort (including negligence), statute, or strict liability.

(e) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.

(f) This Agreement gives no rights or benefits to anyone other than CLIENT and ATS and does not create any third-party beneficiaries to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CITY OF WATERLOO	**APPROVED FOR AECOM**
By:_____	By: Douglas W. Schindel
Printed Name:_____	Printed Name: Douglas W. Schindel, P.E
Title:_____	Title: Vice President
Date:_____	Date: January 11, 2023

SOUTH BUSINESS PARK
PRELIMINARY ENGINEERING SERVICES
CITY OF WATERLOO, IOWA

EXHIBIT A

A. PROJECT DESCRIPTION

This project consists of the development of approximately 210 acres located in the southeast quadrant of the US 20 interchange with Ansborough Avenue in Waterloo, Iowa. The project will include grading, drainage, utilities, roadway and other construction typical of a large-scale development. The development area includes approximately 182 acres zoned Business Park (B-P) and 25 acres zoned Agriculture District (A-1).

B. SCOPE OF SERVICES

The City of Waterloo will complete the platting, preliminary and final design for the first phase of the development. AECOM will provide limited preliminary engineering services associated with the South Business Park Development. The Scope of Services will include the property and topographic survey, Traffic Impact Study, preliminary drainage analysis, and plan review for the site design. The Scope of Services is further described below:

Property and Topographic Survey and Data Gathering (Tasks 1-8). These tasks will include the topographic survey of approximately 210 acres of the proposed South Business Park. These tasks will also include the topographic survey of Ansborough Avenue from the EB ramps of the US 20 interchange to 1,700 feet south and the topographic survey of Shaulis Road from Ansborough Avenue to 2,600 feet east.

Task 1 - Data Gathering of Existing Plans and Traffic Signal Data
Task 2 - Utility Survey Within Project Limits
Task 3 - Project Control
Task 4 - Locate/Tie Property Pins and Section Corners (3)
Task 5 - Topographic Survey of Business Park (Approximately 210 Acres)
Task 6 - Ansborough Avenue Topographic Survey
Task 7 - Shaulis Road Topographic Survey
Task 8 - Base Mapping

Traffic Impact Study (Tasks 9-14). These tasks include work associated with the Traffic Impact Study. The Traffic Impact Study will be developed assuming two access points for the proposed South Business Park, which will include one access point off of Ansborough Avenue and another off of Shaulis Road. The crash analysis will include using the Iowa Crash Analysis Tool to develop Crash Severity and Manner of Crash Collision Tables for the five existing intersections along the Ansborough Avenue corridor from Shaulis Road to San Marnan Drive. The warrant analysis will include evaluating the proposed and existing intersections for signal warrants, increased delay, queue lengths and other impacts for the five existing intersections on Ansborough Avenue corridor, as well as the two proposed intersections. The Traffic Impact Study will provide recommendations on proposed improvements to the existing and proposed intersections. These improvements evaluate the existing and future traffic generated by the proposed development. A final report describing the methodology and results of the traffic study is included with these tasks.

Task 9 - Traffic Counts (Iowa Counts) - 24 Hour Counts, 3 Days (M, T, Th) at the Following Intersections:

- Shaulis Road and Ansborough Avenue
- EB Ramps and Ansborough Avenue
- WB Ramps and Ansborough Avenue
- Fisher Drive and Ansborough Avenue (Obtain Existing Traffic Signal Information)
- San Marnan Drive and Ansborough Avenue (Obtain Existing Traffic Signal Information)

Task 10 - Crash Analysis
Task 11 - Traffic Generation, Forecasting and Distribution
Task 12 - Warrant Analysis Intersection Review

- Shaulis Road and Ansborough Avenue
- EB Ramps and Ansborough Avenue
- WB Ramps and Ansborough Avenue
- Fisher Drive and Ansborough Avenue (Signalized Intersection Impacts)
- San Marnan Drive and Ansborough Avenue (Signalized Intersection Impacts)
- Proposed Intersection off of Ansborough Avenue
- Proposed Intersection off of Shaulis Road

Task 13 - Development and Evaluation of Recommendations
Task 14 - Final Report

Hydrologic and Hydraulic Review and Modeling (Tasks 15-17). These tasks include reviewing the existing hydrology (HEC-HMS) and hydraulics (HEC-RAS) of Dry Run Creek at the Kimball Avenue Detention Basin downstream of the project area to determine if this could be utilized for regional detention for the proposed project. The current Kimball Avenue regional detention basin characteristics would be reviewed to determine if the current City of Waterloo storm water regulations are being satisfied. As part of this review, the proposed project drainage area would analyze flows for various storm events to determine impacts and feasibility of a flowage easement from the development area into the existing regional detention basin at Kimball Avenue rather than creating a regional detention basin at the project site.

The current Kimball Avenue Basin does not address water quality per City of Waterloo standards. Water quality calculations will be completed for the project area, and recommendations for providing water quality will be provided to the City for review.

It is anticipated that HEC-HMS modeling software will be utilized to complete the hydrologic modeling. A storm water technical memorandum will be developed summarizing the hydrologic calculations.

Task 15 - Review Existing Dry Run Creek HEC-HMS and HEC-RAS Model
Task 16 - Develop Hydrologic Modeling (Including Water Quality)
Task 17- Develop Storm Water Technical Memorandum

Plan Review for Site Design (Task 18). This task includes a plan review of the overall South Business Park site design, which is being completed by the City of Waterloo. The work will include a review of the overall site grading plan, roadway profiles and utilities. A summary memorandum will be completed outlining findings and recommendations from the review. This task includes an estimated 80 hours of plan review services.

Project Administration (Tasks 19-21). These tasks include quality control reviews, project coordination activities, project meetings, client communications and general project administration throughout the duration of the project.

Task 19 - Quality Control Reviews

Task 20 - Project Review Meetings (2)
Task 21 - Project Administration

Exclusions

Preliminary and Final Subdivision Design Activities
Archaeology and Wetland Reviews
Preliminary and Final Plats
Individual Lot Detention Design
Roadway Storm Sewer Design
Regulatory Permitting

Off-Site Roadway Improvements. The Scope of Services for off-site roadway design services will be determined at the time the services are needed and defined under a future amendment. Off-site roadway improvements would include Ansborough Avenue capacity improvements needed as a result of the Business Park development.

CITY OF WATERLOO

Council Communication

Resolution approving a Cost-Share Agreement with Gearhart Moore Holdings, LLC, for Terracon Consultants, Inc., to perform testing in the former Rath Administration Building, located at 1515 Sycamore Street, in an amount not to exceed $16,000.00, with the City reimbursing Gearhart Moore Holdings for 50 percent of costs actually incurred, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 1/17/2023
Prepared: 1/4/2023

ATTACHMENTS:

	Description	Type
🗋	Cost-Share Agreement	Backup Material
🗋	Map	Backup Material

SUBJECT:	Resolution approving a Cost-Share Agreement with Gearhart Moore Holdings, LLC, for Terracon Consultants, Inc., to perform testing in the former Rath Administration Building, located at 1515 Sycamore Street, in an amount not to exceed $16,000.00, with the City reimbursing Gearhart Moore Holdings for 50 percent of costs actually incurred, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	The City of Waterloo owns the former Rath Administration Building at 1515 Sycamore Street and there is an interested party, Gearhart Moore Holdings, LLC (GMH) from Denver, Colorado that would like to potentially rehab the building for residential uses. They have a proposal from Terracon Consultants, Inc. to perform ground penetrating radar and other techniques to assess the structural integrity of the building, most notably the reinforced concrete floors and rebar within them. Terracon provided a total cost of $16,000.00 to perform the work and GMH has requested that the City cover half the costs ($8,000.00) since the building is owned by the City.
Neighborhood Impact:	If the report comes back that the building is structurally stable, having it rehabilitated would have a tremendous impact to the surrounding area by bringing life back to a blighted building.
Expenditure Required/Source of Funds:	Rath TIF

COST-SHARING AGREEMENT

This Cost-Sharing Agreement (the "Agreement") is entered into as of _____, 2023, by and between City of Waterloo, Iowa ("City") and Gearhart Moore Holdings LLC ("GMH").

RECITALS

A. City is the owner of real property at 1515 Sycamore Street (the "Property"), upon which is located a structure commonly known as the Rath Administration Building (the "Building"), and GMH has expressed interest in rehabilitating the Building to return it to productive use.

B. GMH has procured a proposal from Terracon Consultants, Inc. dated October 25, 2022 (the "Proposal") by which Terracon would perform non-destructive testing (the "Project") by use of ground penetrating radar and other techniques, with the aim of assessing factors affecting structural integrity of the Building.

C. City will realize benefit from the Project, and the parties agree to share the costs of the Project on the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises exchanged herein, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Rights and Duties of GMH.** GMH will, directly or through an authorized agent, engage the services of Terracon to perform Project work as described in the Proposal, for the cost set forth in the Proposal. GMH will provide to City a complete copy of any testing reports, surveys, assessments or other Project results, and procure for City the right to use same for City's own property development purposes. As against City, GMH shall be solely responsible and liable for any performance required of GMH pursuant to any agreement with Terracon or other third parties with respect to the Project, including but not limited to obligations of payment. GMH agrees to indemnify, defend and hold City harmless from and against any and all claims, demands, causes of action, fines, fees, penalties, costs, expenses, damages and liabilities of any type or nature whatsoever, including but not limited to attorney fees and expenses, (each of the foregoing is a "Claim") arising from the acts or omissions of GMH, its managers, employees, subcontractors and agents, including but not limited to Terracon, in respect of the Project. Also see Section 3.

2. **Rights and Duties of City.** City's sole liability in respect of the Proposal shall be to reimburse GMH for 50% of costs actually incurred and paid by GMH with reference to the Proposal, which costs shall not exceed $16,000.00 in total, as adjusted for any authorized, written change orders. City shall remit payment to GMH within 30 days after invoicing by GMH. Each request for payment from GMH shall constitute GMH's certification that it has already remitted payment to the payee in an amount equal to twice the amount for which GMH

seeks reimbursement from City. Amounts outstanding for more than 30 days will accrue interest at the rate of 6% per annum until paid. In no event will City have legal or monetary liability to Terracon or any other contractor or subcontractor engaged for the Project.

3. **Property Condition.** GMH acknowledges that the Building is a structure nearly a century old, has not been in active use for nearly 40 years, and at times has been vandalized, open to the elements and subject to other factors or events that may have impaired the Building condition or otherwise created hazardous conditions. GMH, and each agent, contractor or subcontractor of GMH, enter upon the Property and into the Building at their own risk, taking the Property and the Building in their as-is condition, without any work by City to prepare the premises in any way for the Project, and without any representation or warranty by City as to the condition of the Property or the Building or their fitness for any particular purpose. The parties agree that the indemnification provisions set forth in Section 1 above shall include within their scope any Claims arising from or in connection with the acts or omissions of GMH and any third party that is in or upon the Property or the Building in relation to any Project purpose.

4. **Miscellaneous Provisions.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement is the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior understandings or agreements relating to the subject matter hereof, whether oral or written, and this Agreement may not be modified except by the mutual written agreement of both parties.

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

CITY OF WATERLOO, IOWA

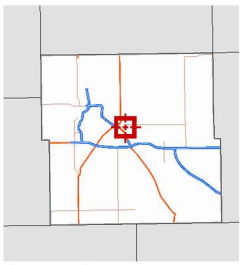
By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

GEARHART MOORE HOLDINGS LLC

By: _____
Ben Gearhart or Charles Moore
Manager

Beacon™ Black Hawk County, IA



Legend

- Water
- Parcels

Parcel ID	891325259002	**Alternate ID**	n/a	**Owner Address**	CITY OF WATERLOO
Sec/Twp/Rng	n/a	**Class**	C		715 MULBERRY ST
Property Address	1515 SYCAMORE ST	**Acreage**	n/a		WATERLOO, IA 50703
	WATERLOO				
District	940001				
Brief Tax Description	RIVERSIDE ADDITION LOTS 1-12 BLK 4 AND ALL OF ALLEY IN BLK 4				
	(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: 1/4/2023
Last Data Uploaded: 1/4/2023 1:05:58 AM

Developed by Schneider GEOSPATIAL

CITY OF WATERLOO

Council Communication

Resolution approving an amendment to a Real Estate Purchase Agreement with Black Hawk Machinery Sales, Inc., originally approved by City Council on July 5, 2022, for the acquisition of the former Alstadt Langlas building and properties, amending the date of closing to occur on or before March 15, 2023, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 1/17/2023
Prepared: 1/4/2023

ATTACHMENTS:

	Description	Type
🗋	Amendment to RE Contract	Backup Material
🗋	Real Estate Contract	Backup Material

SUBJECT:	Resolution approving an amendment to a Real Estate Purchase Agreement with Black Hawk Machinery Sales, Inc., originally approved by City Council on July 5, 2022, for the acquisition of the former Alstadt Langlas building and properties, amending the date of closing to occur on or before March 15, 2023, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve resolution
Summary Statement:	The City of Waterloo is working to continue redevelopment of the former Rath Packing Plant area. The acquisition of the former Alstadt Langlas building will work to eliminate a deteriorating structure, as well as create opportunity for reinvestment next to the Human Services Campus. This amendment will allow for ongoing Environmental testing to be completed prior to closing.
Neighborhood Impact:	Elimination of the deteriorating structure should help the overall appearance of the neighborhood.
Data/Analysis and Strategies:	The Rath Neighborhood Plan designates this area for redevelopment.
Implementation, Accountability, and Communication:	The City continues to work towards creating redevelopment opportunities in the former Rath area. Project such as the Human Services Campus, SJ Construction, Crystal Distribution, have all been partnerships with the City for over $36 million in reinvestment to the area.
Community Engagement Methods:	The City has had several meetings over the years that have recommended for the redevelopment of the former Rath area.
Expenditure Required/Source of	$65,000, plus up to $5,000 in closing costs

Funds:	Rath TIF and Nuisance bond funds EPA Grant Assessment funds
Alternative:	Not approve
Legal Descriptions:	See acquisition contract

AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This Amendment is entered into as of _____, 2022, by and between Black Hawk Machinery Sales, Inc. ("Seller") and City of Waterloo, Iowa ("Buyer").

WHEREAS, Buyer and Seller are parties to a certain Real Estate Purchase Agreement dated July 5, 2022 (the "Agreement") pertaining to property identified as parcels 8913-25-254-010, 8913-25-254-006, 8913-25-254-007, and 8913-25-254-008 in Waterloo, Black Hawk County, Iowa, as further described in the Agreement; and

WHEREAS, the parties desire to amend the Agreement as set forth herein, to permit Buyer to complete its investigation of environmental conditions.

NOW, THEREFORE, the parties hereby agree that paragraph 2 is amended to state that closing shall occur on or before March 15, 2023. Except as so amended, the Agreement shall continue unmodified in full force and effect. This Amendment is binding on the parties and their respective personal representatives, successors and assigns. This Amendment may be signed in counterparts.

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

SELLER

Black Hawk Machinery Sales, Inc.

By: _____

Title: _____

BUYER

City of Waterloo, Iowa

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

REAL ESTATE PURCHASE AGREEMENT
(NONRESIDENTIAL)

TO: Black Hawk Machinery Sales, Inc. ("Seller")
FROM: City of Waterloo, Iowa ("Buyer")

Buyer hereby offers to buy, and the Seller by its acceptance agrees to sell, the real property situated in Waterloo, Black Hawk County, Iowa, locally known as 54 Lane Street and adjacent lots, legally described as per the abstract of title, consisting of assessor parcel no(s). 8913-25-254-010, 8913-25-254-006, 8913-25-254-007, and 8913-25-254-008; together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions:

1. PURCHASE PRICE. The Purchase Price shall be $65,000.00, due and payable in full at closing.

2. POSSESSION AND CLOSING. Possession of the Property shall be delivered to Buyer at closing. Closing shall occur at City Hall, 715 Mulberry Street, Waterloo, within seven (7) months after approval of this Agreement by the Waterloo City Council, on a date mutually agreeable to the parties, subject to prior satisfaction or waiver of any conditions stated in this Agreement.

3. REAL ESTATE TAXES. Seller shall pay taxes prorated to the closing date in accordance with the provisions of Iowa Code § 427.2, and any unpaid real estate taxes payable in prior years, either paying Buyer, or giving Buyer a credit, for all of such taxes. Buyer shall pay all subsequent real estate taxes.

4. SPECIAL ASSESSMENTS. Seller shall pay at time of closing all installments of special assessments which are a lien on the Property as of closing or which can be verified to be owing as of the closing date but are not yet certified as a lien. Buyer shall pay all other special assessments or installments.

5. RISK OF LOSS AND INSURANCE. Seller agrees to maintain existing insurance, if any, to the date of closing and shall bear the risk of loss or damage to the Property until the date of closing. In the event of substantial damage or destruction prior to closing, the Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages or to declare this Agreement null and void.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached. The following items shall not be included: See Paragraph 22.C.

7. CONDITION OF PROPERTY. The Property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the Seller in its present condition until closing, ordinary wear and tear excepted. Seller sells the Property "AS IS" and makes no warranties, expressed or implied, as to the condition of the Property.

Within 120 days after the acceptance of this Agreement, Buyer may, at its sole expense, have the property inspected by a person or persons of its choice to determine if there are any environmental or other deficiencies, and during such period Buyer may conduct other studies, investigations and feasibility review. Seller shall cooperate in providing reasonable access to Buyer's inspectors. Within this same period, the Buyer may notify the Seller in writing of any deficiency. The Seller shall immediately notify the Buyer in writing of what steps, if any, the Seller will take to correct any deficiencies before closing. The Buyer shall then immediately in writing notify the Seller that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to Buyer.

8. ABSTRACT AND TITLE. Seller shall, at its own expense, obtain an abstract of title to the Property continued through a date that is within 30 days of the closing, and shall deliver it to Buyer's attorney for examination. It shall show marketable title in Seller in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The Seller shall make every reasonable effort to promptly perfect the title. If closing is delayed due to Seller's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving 10 days' written notice to the other party. The abstract shall become the property of Buyer when the Purchase Price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or its assignees.

9. SURVEY. Buyer may, at Buyer's expense, have the Property surveyed and certified by a registered land surveyor prior to closing if a survey is required by law. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

10. ENVIRONMENTAL MATTERS.

A. Seller warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Seller has done nothing to contaminate the Property with hazardous wastes or substances. Seller warrants that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Any other exceptions to the warranties set forth above are fully described here or on a separate addendum attached hereto:

1 Well - S.E. corner of parcel 8913252540
2 Tank - underground - southern part
3 hydraulic Tank - underground - <see diagram>

B. Seller hereby represents that, to the best of its knowledge and belief, there is no active or abandoned septic tank or septic system on the property, except as described here:

C. Buyer may, at Buyer's expense, have the Property inspected further for the existence of any hazardous materials, substances, or wastes. Seller shall cooperate in providing reasonable access to Buyer's inspectors and engineers. Seller shall provide to Buyer a copy of any report or information in Seller's possession with respect to environmental assessment, investigation, testing or remediation. If hazardous materials, substances, or wastes are discovered on the Property, Buyer's obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to Buyer. However, in the event Seller is required to expend any sum in excess of $1,000 to remove any hazardous materials, substances, conditions or wastes, Seller shall have the option to cancel this transaction and refund to Buyer all earnest money paid and declare this Agreement null and void. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by Seller, subject to Seller's right to cancel this transaction as provided above. Notwithstanding the above, asbestos on the premises is not included in Seller's remediation duties as Buyer will remove same at its own expense in connection with demolition.

11. DEED. Upon payment of the Purchase Price, Seller shall convey the Property to Buyer by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by Buyer.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Seller, immediately preceding acceptance of the offer, holds title to the Property in joint tenancy with full rights of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the Seller, then the proceeds of this sale, and any continuing or recaptured rights of Seller in the Property, shall belong to Seller as joint tenants with full rights of survivorship and not as tenants in common; and Buyer in the event of death of any Seller, agree to pay any balance of the price due Seller under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with Paragraph 15.

13. JOINDER BY SELLER'S SPOUSE. ~~Seller's spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead, and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.~~ N/A.

14. STATEMENT AS TO LIENS. If Buyer intends to assume or take subject to a lien on the Property, Seller shall furnish Buyer with a written statement prior to closing from the holder of such lien, showing the correct balance due.

15. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

16. 1031 EXCHANGE. If Seller desires to structure a 1031 tax-deferred exchange in connection with the proposed transaction, Buyer agrees to cooperate, at no cost to Buyer, with any reasonable request from Seller, and to execute any reasonable documentation requested by the exchange agent, to facilitate an exchange.

17. APPROVAL OF COURT. If the Property is an asset of any estate, trust, conservatorship, or receivership, this Agreement shall be subject to court approval, unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall proceed promptly to a hearing for court approval. In that event a court officer's deed shall be used to convey title.

18. REMEDIES OF THE PARTIES.

A. If Buyer fails to timely perform this Agreement, Seller may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at Seller's option, upon thirty days' written notice of intention to accelerate the payment of the entire balance because of Buyer's default (during which thirty days the default is not corrected), Seller may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If Seller fails to timely perform this Agreement, Buyer has the right to have all payments made returned to it, or Buyer may require specific performance by Seller.

C. Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall also be entitled to obtain judgment for costs and attorney fees.

19. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

Seller: Black Hawk Machinery Sales, Inc.
54 Lane Street
Waterloo, IA 50703
Attn: President

Buyer: City of Waterloo
715 Mulberry Street
Waterloo, IA 50703
Attn: Community Planning & Development Director

20. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Seller and Buyer. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

21. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

22. ADDITIONAL PROVISIONS.

A. The parties acknowledge that Buyer is acquiring the Property for economic development purposes. Buyer's rights and duties under this Agreement are assignable to any person or entity that will further the economic development objectives contemplated by Buyer.

B. Special contingencies to effectiveness of Agreement. Notwithstanding any signatures below by representatives of Buyer, this Agreement is expressly subject to approval by the city council of Buyer.

C. Seller shall have the right to conduct salvage activities on the Property, to be completed within 180 days after Seller's acceptance of this Agreement. Any personal property or fixtures of any type or nature that remain on the Property after closing shall be deemed abandoned by Seller, and Buyer shall be free to keep or dispose of same in any way or at any time that Buyer chooses, without further compensation to Seller. Seller shall remove all hazardous materials and/or substances from the Property on or above the ground surface, including but not limited to barrels, cans, bottles or containers of any kind. Seller agrees to use reasonable methods to keep the Property secure against entry by unauthorized persons and to prevent hazards to personal safety.

D. Seller shall have an option to purchase from Buyer the property identified as parcel no. 8913-25-254-008 for the sum of $1.00, subject to execution of a development agreement for a project that is reasonably satisfactory to Buyer, and on terms acceptable to Buyer. Such option must be exercised within twenty-four (24) months after the closing date hereof. Buyer must exercise its option by delivery of written notice to Seller.

23. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties, superseding all prior or contemporaneous understandings, negotiations, discussions, or agreements between the parties with respect to the subject matter hereof.

24. ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted by Seller on or before May 31, 2022, Buyer may retract this Agreement it shall then be null and void.

Accepted by Seller

BUYER

City of Waterloo, Iowa

By: _____
Mayor

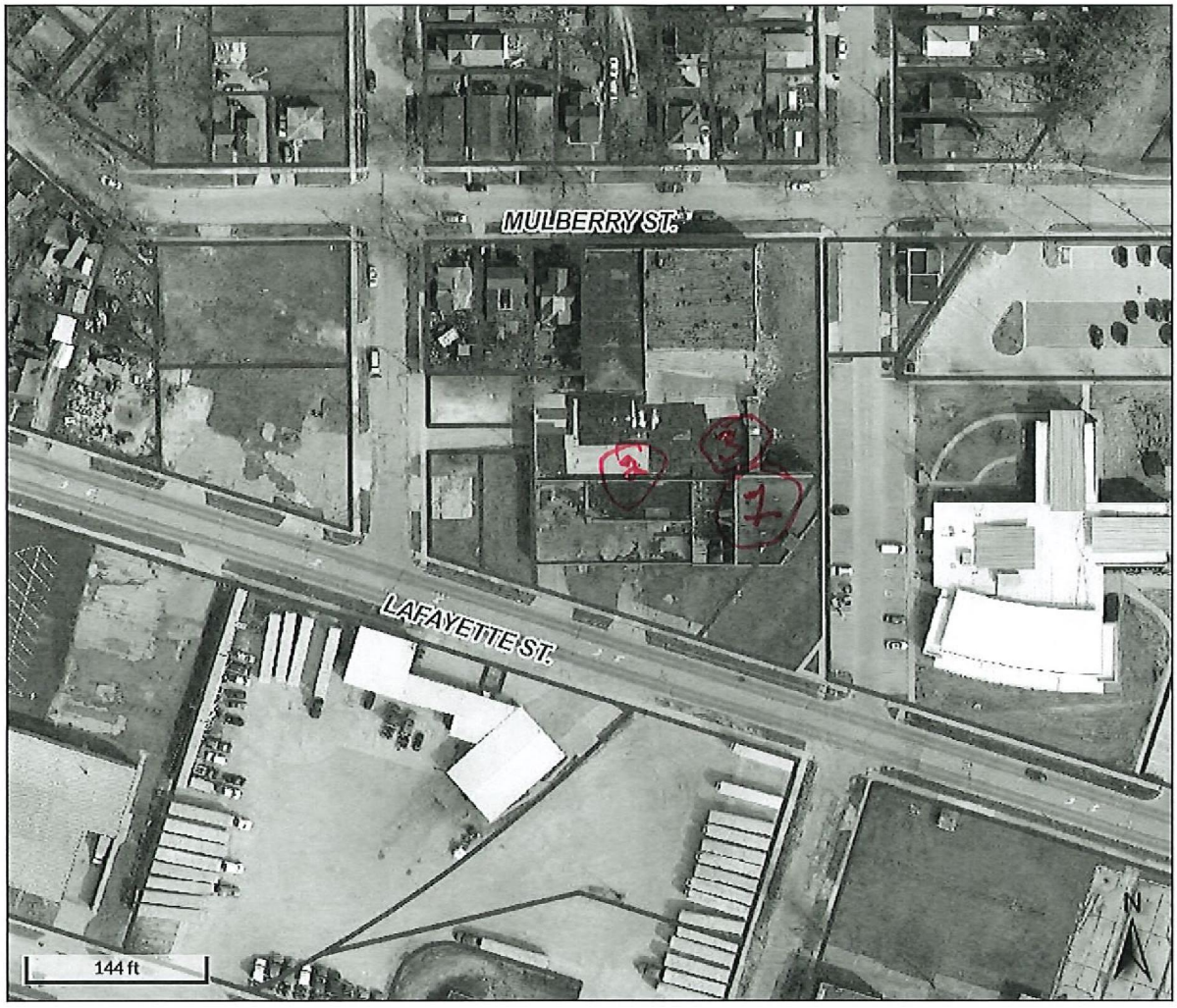
Attest: _____
City Clerk

SELLER

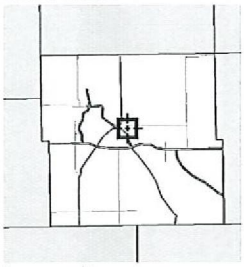
Black Hawk Machinery Sales, Inc.

By: Mike Hanna <PRES>
President

Beacon™ Black Hawk County, IA



Overview



Legend

Water

Parcels

Parcel ID	891325254010	**Alternate ID**	n/a	**Owner Address**	BLACK HAWK MACHINERY SALES INC
Sec/Twp/Rng	n/a	**Class**	C		54 LANE ST
Property Address	54 LANE ST	**Acreage**	n/a		WATERLOO, IA 50702
	WATERLOO				
District	940001				
Brief Tax Description	LANE AND FOWLERS SECOND ADD LOT 1 BLK 14 LOT 2 BLK 14 LOT 3 BLK 14 S 40 FT LOT 4 BLK 14 S 40 FT LOT 5 BLK 14 E 40 FT LOT				
	(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: 6/17/2022
Last Data Uploaded: 6/16/2022 11:35:41 PM

Developed by Schneider GEOSPATIAL

CITY OF WATERLOO

Council Communication

Resolution approving FY 2023 Professional Services Agreement payment to Grow Cedar Valley, in the amount of $69,687.50, for incentives and semi-annual performance pay, and authorizing the Mayor and City Clerk to execute said documents.

City Council Meeting: 1/17/2023
Prepared: 1/4/2023

ATTACHMENTS:

Description	Type
Dec 2022 invoice	Backup Material

SUBJECT:	Resolution approving FY 2023 Professional Services Agreement payment to Grow Cedar Valley, in the amount of $69,687.50, for incentives and semi-annual performance pay, and authorizing the Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve resolution
Summary Statement:	The contract with Grow Cedar valley has paid them the Base Pay, and they have also earned the Incentive Pay and Semi-Annual Performance pay as noted on attachment. Incentives - CPM project combination of jobs, assessed value, and per acre size equals $61,500. Semiannual Performance Pay - staff has worked with several potential projects with Grow Cedar Valley for this portion in sharing of information, presentations, etc.
Neighborhood Impact:	NA
Data/Analysis and Strategies:	Work towards proactive economic development methods and actions
Implementation, Accountability, and Communication:	Payments based on actions, steps, and projects realized
Community Engagement Methods:	NA
Expenditure Required/Source of Funds:	$69,687.50
Alternative:	NA

GROW CedarValley

DATE: November 29, 2022

BILL TO:

Noel Anderson
City of Waterloo
715 Mulberry Street
Waterloo, IA 50702

FOR: FY23 City of Waterloo Professional Services Agreement w/GCV

Description	**Amount**
Section 4 – Funding	
4a) FY 2023 Base Payment Request (1st Half)	$15,312.50
4b) FY2022 Project Incentive – CPM Roskcamp • 5 new jobs meet 100% regional wage rate x $2,500 each • $8M min. AV at $1,000 per $250k increased AV • $1k per acre (10,000/sf built) @ 17 of 20 acres qualifying (170,000/sf) = $61,500	$58,625.00 maximum
4c) Semi-Annual Performance Payment – (1st Half Request)	$11,062.50
Total	**$85,000.00**

7656.25 · 101-08-6260-135 - MP
7656.25 101-08-6205-135
SM

Make all checks payable to:
Grow Cedar Valley, 360 Westfield Avenue, Suite 300, Waterloo, IA 50701

GROW CedarValley

DATE: November 29, 2022

BILL TO:

Noel Anderson
City of Waterloo
715 Mulberry Street
Waterloo, IA 50702

FOR: FY23 City of Waterloo Professional Services Agreement w/GCV

Description	**Amount**
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4c) Semi-Annual Performance Payment – (1st Half Request)	$11,062.50
Total	**$85,000.00**

15,000

7656.25 - 101-08-6060-135 - MP
7656.25 101-08-6205-135 - SM

Make all checks payable to:
Grow Cedar Valley, 360 Westfield Avenue, Suite 300, Waterloo, IA 50701

that "Resolution approving an incentive payment to Grow Cedar Valley, in the amount of $46,500.00, for work towards FY 2022 economic development", be adopted. Roll call vote-Ayes: Six. Motion carried.

Mr. Boesen requested an overview of the contract and metrics for receiving the bonus.

Noel Anderson, Community Planning and Development Director, provided an overview of the contract.

Resolution adopted and upon approval by Mayor assigned No. 2022-404.

107508 - Nichols/Amos

that "Resolution approving the FY 2023 Professional Services Agreement with GROW Cedar Valley, in the amount of $30,625.00, with $58,625.00 in potential incentive funds, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-405.

107509 - Boesen/Nichols

that "Resolution to amend and restate the Development Agreements with Avita Developments, LLC, originally approved May 5, 2008 and July 16, 2018, including associated amendments and Minimum Assessment Agreements to assign the agreement to new ownership, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-406.

107510 - Boesen/Nichols

that "Resolution approving Subordination Agreement between the City of Waterloo, Self-Help Credit Union, Self-Help Ventures Fund, and Central Property Holdings, LLC, for the grocery store project on Franklin Street, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Five. Nays: One (Boesen). Motion carried.

David Dryer, 3145 W. 4th Street, questioned if we are giving Central Property Holdings free money with no interest, or portion of the business coming back to the city.

Eric Johnson, Attorney for All In Grocers, provided an overview of the item and explained that the financing pieces have moved around and the lenders have required the subordination agreement be updated.

Mr. Boesen commented that in December 2021, the council was pushed to approve an agreement because the funding was going to close in a week. He questioned what happened between December and now.

Eric Johnson explained this is not an easy project but a necessary one. Over time, the developers have had doors closed and had to start again. In December it was thought there would be government funding that was imminent, which was not the case. Those funds were then found from other lenders who agreed to put money into this project.

Mr. Boesen expressed his concern that the project may not close at the end of June and questioned if the developer has all his funding lined up. He stated on August 17th, it will have been five years since this began.

Eric Johnson stated he does believe this will happen in the next week or so.

Mr. Boesen commented that the city, cash wise, is in for approximately $900,000.00 on this project, with a total city investment of about $2.25 million dollars.

Noel Anderson, Community Planning and Development Director, explained the various costs.

Mayor Hart questioned why there was a grant in the first phase for the CVS Property.

City of Waterloo

Accounts Payable Edit Listing

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Received Date	Confirming EFT G/L Date	Notes	Amounts
Batch Department: PZ Planning & Zoning		**Batch Date:** 12/12/2022	**Batch Number:** 2023-00000701			**Batch Description:**			
1760 - GROW CEDAR VALLEY	2023-00001007	FY23 BASE PAYMENT; 1ST HALF; JUL-DEC 2022	11/29/2022	12/12/2022	12/12/2022			No	Gross: 15,312.50

Invoice Department: PZ Planning & Zoning	Check Sort Code:	Bank Account: ACCOUNTS PAYABLE	Freight:	0.00
GROW CEDAR VALLEY	Check Code:	Invoice Terms:	State Tax:	0.00
360 WESTFIELD AVE 200	Manual Check: No	Hold Reason:	County Tax:	0.00
WATERLOO, IA 50701	Check Number:		Local/City Tax:	0.00
			Discount:	0.00
			Retainage:	0.00
			Net Amount:	$15,312.50

Detail:	P.O. Number	C/D/F/T/A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
		N/Y/Y/N/N/N	Conversion Item - FY23 BASE PAYMENT	1.0000	EA	7,656.2500	7,656.25
G/L Distribution:		G/L Account/Project				Expensed	Unencumbered
		101-08-6260 1358 (Tax Increment Financing Fund-Planning & Zoning-Midport TIF District Economic Development)				7,656.25	0.00
		N/Y/Y/N/N/N	Conversion Item - FY23 BASE PAYMENT	1.0000	EA	7,656.2500	7,656.25
G/L Distribution:		G/L Account/Project				Expensed	Unencumbered
		101-08-6205 1358 (Tax Increment Financing Fund-Planning & Zoning-San Marnan TIF Economic Development)				7,656.25	0.00

Total Invoice Items: 2 Invoice Amount Expensed: $15,312.50 Invoice Amount Unencumbered: $0.00

CITY OF WATERLOO

Council Communication

An ordinance rescinding Ordinance No. 3069, an ordinance granting permission to Schoitz Memorial Hospital to construct and maintain a service tunnel below and across Ridgeway Avenue.

City Council Meeting: 1/17/2023
Prepared: 1/4/2023

ATTACHMENTS:

Description	Type
Ordinance No 3069 to be rescinded	Backup Material
Aerial map	Backup Material
Kwik Star Ridgeway Site Plan	Backup Material

SUBJECT:	Motion to receive, file, consider, and pass for the first time an ordinance rescinding Ordinance No. 3069, an ordinance granting permission to Schoitz Memorial Hospital to construct and maintain a service tunnel below and across Ridgeway Avenue. Motion to suspend the rules. Motion to consider and pass for the second and third times and adopt said ordinance.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval of the action to rescind the previous ordinance.
Summary Statement:	On January 21, 1980, the City of Waterloo adopted Ordinance No. 3069, an ordinance granting permission to Schoitz Memorial Hospital to construct and maintain a service tunnel below and across Ridgeway Avenue. The tunnel was constructed and maintained under Ridgeway Avenue for many years, but Mercy One, the predecessor to Schoitz Memorial recently sold the hospital property, and the hospital has been demolished and the site replated into commercial lots. The tunnel was decommissioned and filled in. However, Kwik Trip Inc., the proposed purchase of Lot 3 of Schoitz Addition has determined that Ordinance grant creates an encumbrance and a clout on title. To clear the title issue, the staff proposes to rescind the previous ordinance, as there is no longer any plans to maintain a tunnel on the property.
Neighborhood Impact:	None
Expenditure Required/Source of Funds:	None.

AN ORDINANCE GRANTING PERMISSION TO SCHOITZ MEMORIAL HOSPITAL TO CONSTRUCT AND MAINTAIN A SERVICE TUNNEL BELOW AND ACROSS RIDGEWAY AVENUE.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WATERLOO, IOWA, AS FOLLOWS:

SECTION 1. That permission is hereby granted to Schoitz Memorial Hospital to construct and maintain a service tunnel below and across Ridgeway Avenue. The tunnel, 12 feet, 4 inches wide and 100 feet in length terminating at the south right-of-way line of Ridgeway Avenue, is located on the land described on Exhibit "A", attached hereto.

SECTION 2. That all material, design, and method of construction be in accordance with the Building Code and shall be subject to approval of the Building Official when final plats are submitted for a building permit.

SECTION 3. That the Hospital shall keep in force for a period of at least five years following approval for occupancy of the completed structure, a policy of insurance for bodily injury in an amount mutually agreed to by the City of Waterloo and the Hospital. Property damage coverage is to hold the City harmless from liability. Schoitz Memorial Hospital shall hold the City of Waterloo harmless from all liability in and upon the above-described tunnel.

SECTION 4. That the permission granted herein shall continue so long as the permitted facility shall be maintained in a structurally safe condition. If, in the opinion of the City Official under the then existing Building Code the permitted facility is no longer structurally safe, Schoitz Memorial Hospital shall be required to remove the same without cost to the City or place it in a structurally safe condition.

SECTION 5. That it is mutually agreed between the parties hereto that said Hospital shall replace all excavated earth and shall restore all improvements and disturbed areas to its original condition, or better, after the construction of the permitted facility or any subsequent maintenance or repair operations on said easement. The Hospital shall bear all of the cost of the maintenance of the part of Ridgeway Avenue covered by this Agreement for a period of two years which may result from the construction of the tunnel or restoration.

PASSED THIS 21st DAY OF January, 1980, BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA.

ATTEST: Tom Campbell
Tom Campbell, Acting City Clerk

Leo P. Rooff
Leo P. Rooff, Mayor

Certificate

I, Larry P. Burger, City Clerk of the City of Waterloo, Iowa, do hereby certify that attached hereto is a true and complete copy of Ordinance No. 3069, as passed and adopted by the Council of the City of Waterloo, Iowa, on the 21 day of January 19 80.

Witness My Hand and Seal of Office this 30 day of May 19 80

SEAL

Larry P. Burger
City Clerk

EXHIBIT A

A twenty-five (25) foot strip running perpendicular to the center line of Ridgeway Avenue, the center line of which is Five Hundred Sixty-three (563) feet East of the center line of Kimball Avenue, in Waterloo, Black Hawk County, Iowa.

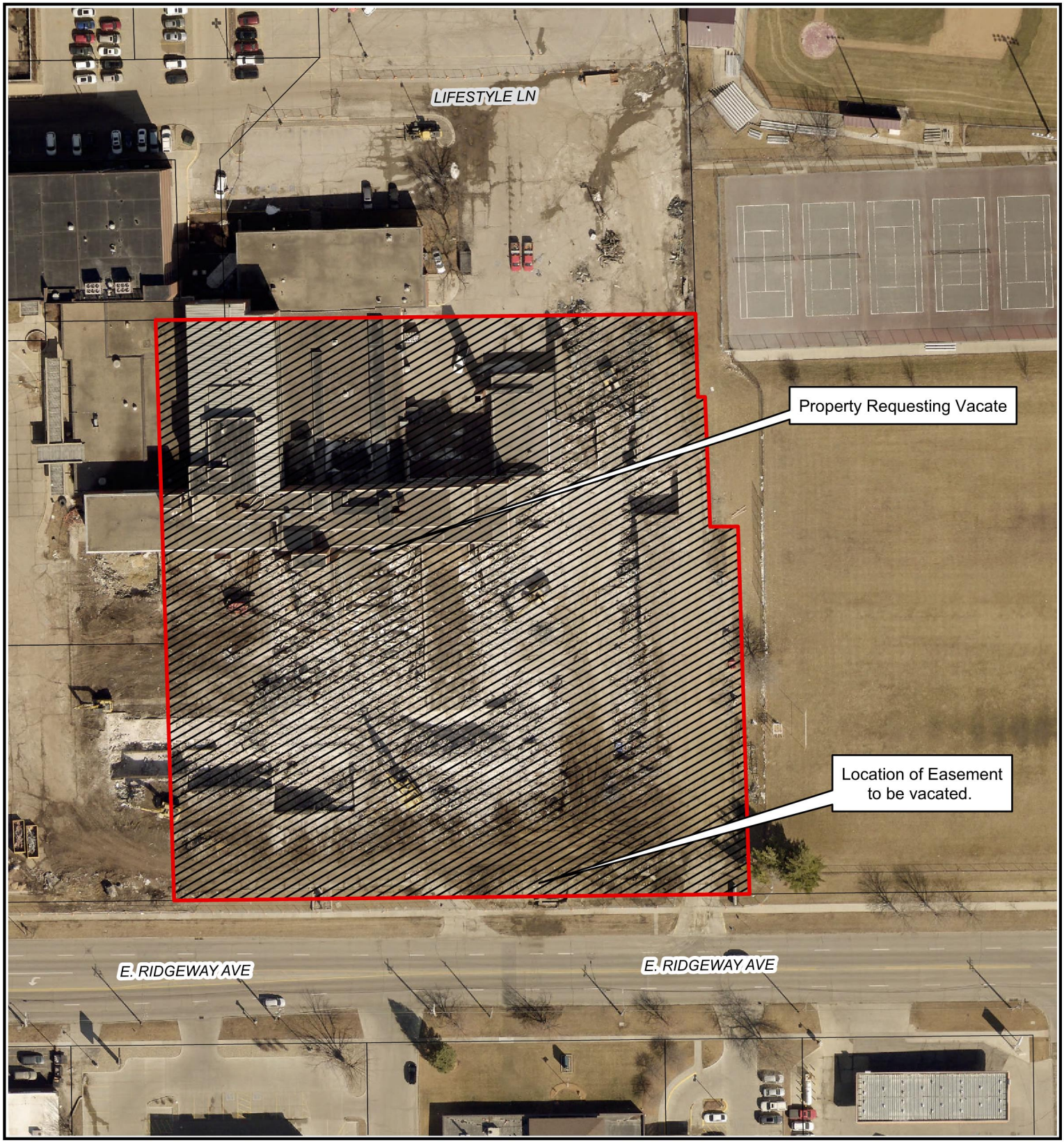
Mines
INDEXED R
COMPARED
PAGED mg

16853

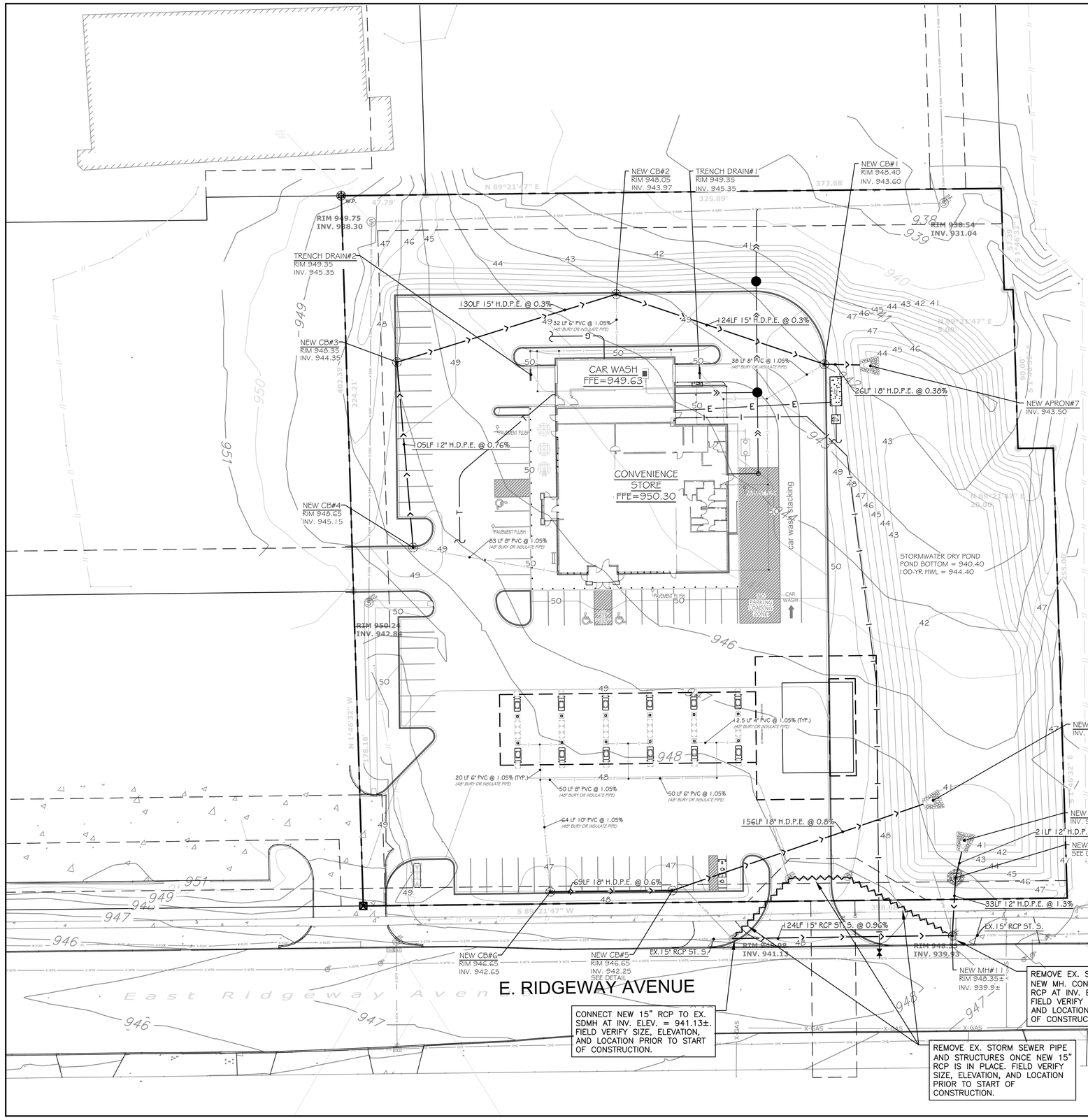
BLACK HAWK COUNTY, IOWA SS
Filed for record May 30 1985
at 4:30 P M. and recorded in
Misc Book 233
Page 710
Connie Williams
Recorder
Deputy
Fee 5.00
City Clerk
Waterloo, Iowa

AN ORDINANCE GRANTING PERMISSION TO SCHOITZ MEMORIAL HOSPITAL TO CONSTRUCT AND MAINTAIN A SERVICE TUNNEL BELOW AND ACROSS RIDGEWAY AVENUE.

City of Waterloo Planning, Programming and Zoning Commission
January 10, 2023



East of 115 Ridgeway Avenue
Easement Vacate
C10 Investments, LLC



KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LACROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

SUNDE ENGINEERING, PLLC.
10830 NESBITT AVENUE SOUTH
BLOOMINGTON, MINNESOTA 55437
(952) 881-3344 TELEPHONE
(952) 881-1913 FAX
www.sundecivil.com

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.
MIKE KETTLER 18845

STORM SEWER PLAN

CONVENIENCE STORE 1271

E. RIDGEWAY AVE
WATERLOO, IOWA

NO.	DATE	DESCRIPTION
-	04NOV22	SUBMITTAL

DRAWN BY
SCALE GRAPHIC
PROJ. NO. 22-1271
DATE 04NOV2022
SHEET SP3

KWIK TRIP PM S.W.

CITY OF WATERLOO

Council Communication

An Ordinance Repealing and Replacing The City of Waterloo Fireworks Ordinance

City Council Meeting: 1/17/2023
Prepared: 1/6/2023

ATTACHMENTS:

Description	Type
Ordinance as proposed	Backup Material

SUBJECT:	Motion to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances by repealing Section 13, Fireworks, of Chapter 2, General Offenses, Title 5, Police Regulations, and enacting in lieu thereof a new Section 13, Fireworks. Motion to suspend the rules. Motion to receive, file, consider, and pass for the second and third times and adopt said ordinance.
Submitted by:	Submitted By:Martin Petersen, City Attorney
Neighborhood Impact:	Chaos.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF WATERLOO CODE OF ORDINANCES BY REPEALING SECTION 13, FIREWORKS, OF CHAPTER 2, GENERAL OFFENSES, TITLE 5, POLICE REGULATIONS, AND ENACTING IN LIEU THEREOF A NEW SECTION 13.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA AS FOLLOWS:

Section 1. That Section 13, Fireworks, Chapter 2, General Offenses, Title 5, Police Regulations is hereby repealed and a new Section 13, Fireworks, Chapter 2, General Offenses, Title 5, Police Regulations is enacted in lieu thereof as follows:

5-2-13: FIREWORKS:

A. Definition: The sale and use of fireworks is subject to the definitions enumerated in Iowa Code sections 100.19 and 727.2, as amended, which definitions are incorporated herein by this reference.

B. Prohibitions And Use:

1. It shall be unlawful for any person to use or explode any consumer fireworks within the corporate limits of the City of Waterloo except on July 4 of each year between the hours of twelve o'clock (12:00) noon and eleven o'clock (11:00) P.M. Any additional days of allowed use may be designated by resolution of council if adopted between the dates of January 1 and March 1 of each year to apply the same calendar year. This section shall not apply to novelty fireworks as defined by Iowa Code section 727.2.

2. The use of consumer fireworks that mimic display fireworks or rise to one hundred fifty (150) decibels or to two hundred ten feet (210') elevation is banned from use at all times within the corporate limits of the City of Waterloo unless the user has obtained a permit as provided in subsection D below.

3. Consistent with the Code of Iowa, use of fireworks within the corporate limits of the City of Waterloo, when such occurs on July 4, shall only occur on the user's owned real property, or on real property where the owner has given consent prior to use. Use of fireworks, unless a permit has been obtained, is not allowed on city-owned property, public sidewalks, rights of way, streets, parks, or parking lots.

4. It shall be prohibited to direct the use of consumer fireworks in any direction other than onto the user's owned real property or the real property where the owner has given prior consent.

5. All consumer firework debris shall be removed from the user's real property or wherever such use has resulted in its debris being located.

C. Exceptions: This section shall not apply to the use of blank cartridges for a show or the theater, for signal purposes in athletic sports or by railroads or trucks for signal purposes, or by a recognized military organization, or for use in military funerals. Provided further, this section

does not apply to any substance or composition prepared and sold for medicinal or fumigation purposes.

D. Enforcement:

1. Citations for violations of this section 5-2-13 shall be directed to the person observed/found to have committed the violation or the owner of real property on which the evidence of violation exists. Furthermore, where evidence of violation of noise or nuisance ordinances exists, such citations may also be written.

2. The vendors of fireworks shall be monitored during sales periods as to type of consumer fireworks sold and for compliance with subsection 5-2-13(F).

E. Permit: Subsection B of this section shall not apply to anyone who has applied in writing and has received approval from the Council for the use of consumer fireworks or display fireworks anywhere in the City on any date when the fireworks display will be handled by a professional operator, as referenced in section 9-2C-4 of this code.

F. Sales: A seller of consumer fireworks must possess a license from the State Fire Marshal. Any retailer or community group selling consumer fireworks must prominently display, at the entrance and exit sites, signs informing customers that the use of consumer fireworks is prohibited within the corporate limits of the City of Waterloo except as authorized by this section.

G. Violation: A violation of this section is a simple misdemeanor punishable by a fine of not less than two hundred fifty dollars ($250.00).

Section 2. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

INTRODUCED: _____, 2023
PASSED 1st CONSIDERATION: _____, 2023
PASSED 2nd CONSIDERATION: _____, 2023
PASSED 3rd CONSIDERATION: _____, 2023

PASSED AND ADOPTED this ____ day of _____, 2023.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

An ordinance amending the City of Waterloo Code of Ordinances by repealing Title 5, Police Regulations, Chapter 1 Animal Control, and enacting in lieu thereof, a new Title 5, Police Regulation, Chapter 1 Animal Control.

City Council Meeting: 1/17/2023
Prepared: 1/6/2023

ATTACHMENTS:

	Description	Type
	Title 5, Police Regulations, Chapter 1 Animal Control Ordinance	Backup Material
	Title 5, Police Regulations, Chapter 1, Animal Control Ordinance Revisions	Backup Material

SUBJECT:	Motion to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances by repealing Title 5, Police Regulations, Chapter 1 Animal Control, and Article A, Dogs and Cats, and enacting in lieu thereof, a new Title 5, Police Regulation, Chapter 1 Animal Control and Article A, Dogs and Cats. Motion to suspend the rules. Motion to receive, file, consider, and pass for the second and third times and adopt said ordinance.
Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager
Recommended Action:	Repeal and replace Title 5, Police Regulations, Chapter 1 Animal Control
Summary Statement:	Animal Control fee schedule removed from ordinance and to be set by resolution.

5-1-1: ANIMALS AT LARGE:

A. Prohibited: No cattle, horses, mules, swine, sheep, goats, or any geese, ducks, turkeys, chickens or other animal or fowl (hereinafter referred to as animal) shall be allowed to run at large within the city, nor shall any animal be permitted to be staked or tied out to graze on or in front of any person's premises, without the consent of such person, nor shall any animal be permitted to be staked or tied out to graze in public streets, alleys or avenues of the city.

B. Violation: Any animal found in violation of the provisions of any of the subsections of this section by a sanitary inspector, animal control officer or any police officer of the city, or any other person, may be apprehended and impounded with the city, or an alternate pound or shelter designated by the city. It shall be unlawful for any person employed by the city, or any person employed by or connected with the animal pound or shelter or any society or organization operating or maintaining such pound or shelter under lease or contract with the city, to sell, give away or dispose of, through any pretext or by any device or means whatsoever, any animal impounded in such pound or shelter to any person, organization or research facility for the purpose of using such animal as food, unless such animal is of a type that is customarily used for food, or for the purpose of medical experimentation unless the research facility, person or organization desiring such animal for medical experimentation is duly approved and authorized by the state to conduct such experimentation, or for any other purpose except for pets and related activities.

C. Harboring: The harboring of any animal requires that the following guidelines be followed:

1. All such species must be restrained upon the owner's property and penned (housed or stabled) in such a manner that the animals will not place any person in fear of attack.

2. All animals that are included in this section shall be required to have adequate space as so designated by the zoning ordinance according to the size and needs of the various animals, and each animal shall be so restrained in an area to allow proper exercise for the particular species involved.

3. When the owner restrains (harbors) any animal in an area not adjoining the owner's residence, the owner shall post his name, address and phone number at the place where the animal is being restrained (harbored).

D. Registration: Any wild, nondomestic animals, reptiles or birds, in captivity in the metropolitan area of the city, except such animals that are within the city for the purposes of display by a show, act, carnival, zoo, circus or promotional agency, which are known to be dangerous, poisonous, vicious or ferocious, shall be registered with the following agencies of the city: the animal control officer, the police department and the Humane Society. If such animals are in the metropolitan area as part of a show, act, carnival, zoo, circus or promotional agency, then such group shall show adequate and ample restraints placed upon the animals as to protect the health and safety of the exposed public.

If such animal becomes at large within the city and poses a threat to the public, it shall be assumed that the owner has given consent to eliminate the animal with the cost to be borne by the owner. The mayor, the animal control officer or any police officer may order the elimination of such animal.

E. Fees And Charges: The owner or caretaker of an animal of any type that is restrained or impounded in accordance with the provisions of this chapter shall be liable to pay all costs of impoundment to the Humane Society. The costs of impoundment shall include all feed and boarding fees, tattoo or microchip implant fees, testing fees for rabies or other communicable diseases, fees for sedation and special handling, and charges for reasonable medical services,

equipment or supplies. In addition, the owner or caretaker shall pay to the Humane Society a redemption fee according to the Humane Society's fee schedule then in effect. When a dog or cat is returned to the owner or caretaker by animal control, the owner or caretaker shall pay a pick up fee in an amount determined from time to time by resolution of the city council. All fees or charges of any type or nature shall be paid in full at the time the animal is redeemed from the Humane Society or taken home by animal control. (Ord. 5204, 3-10-2014)

5-1-2: SWINE PROHIBITED; EXCEPTIONS:

A. No person shall keep or harbor any pigs or have any pigpens or pigsties within the city, except as follows:

1. Nothing contained in this section shall prevent the harboring and keeping of pigs and use of pig pens and sties in connection with a general farming operation on tracts of farmland of the size of forty (40) acres or greater.

2. Nothing herein contained shall prevent the keeping of pigs and use of pig pens and sties within the confines of any meatpacking plant where such pigs have been brought for butchering and processing.

3. Nothing herein contained shall prevent the keeping of pigs which are housed at the Sunrise Exchange Club Petting Zoo.

B. The provisions of this section shall be subject to the provisions of this code and other ordinances of the city relating to nuisances. (Ord. 5204, 3-10-2014)

5-1-3: USE OF TRANQUILIZER GUNS AND DRUGS:

A. The animal control officer, his agents or any police official shall be able to use a tranquilizer gun or any other drug to bring an animal at large under control.

B. In order to use a tranquilizer gun or other drugs, the animal must be at large and pose a threat or danger to the general public or to the city officer trying to bring the animal under control.

C. If it becomes necessary for the animal control department or the police department to use a tranquilizer gun or other drugs to bring an animal at large under control, the city shall not be held responsible for any damage done to the animal by the use of the tranquilizer gun or other drugs.

D. The owner of the animal that needs sedation to bring it under control shall pay for costs of the sedation and for the care and feeding while the animal is under control of the city or the Humane Society. (Ord. 5204, 3-10-2014)

5-1-4: DISPOSAL OF DEAD ANIMALS:

A person caring for or owning any animal that has died shall not allow the carcass to remain about his or her premises. Such carcass shall be disposed of within twenty four (24) hours after death. (Ord. 5204, 3-10-2014) Animal control shall charge a pick up fee in an amount determined from time to time by resolution of the city council.

5-1-4A: LANDLORD LIABILITY:

Landlords are responsible for any fees charged for removal of abandoned animals or animals left at a property due to eviction or a tenant's extended illness or death.

5-1-5: TRAPPING RESTRICTIONS:

No person shall set or use any steel, claw, leghold, conibear, snare or box trap outside of any structure or building for the purpose of taking, killing, maiming, wounding, ensnaring or capturing an animal or which is injurious to persons or animals, except for the following:

A. Any trapping by a governmental unit to capture animals which are creating a public nuisance or for the protection of public or property;

B. Licensed pest and rodent control persons in protection of private property;

C. During the season allowed by the state conservation commission for taking of furbearing animals on parcels of land privately owned of forty (40) acres or more, or public land controlled by a governmental agency issuing such rights to trapping;

D. Wire cage box traps may be used to remove nuisance pests from private property; said traps must be checked every thirty (30) minutes.

E. Traps may be rented from animal control for a five (5) day period to remove nuisance pests, however, the trapper is required to transport dogs and/or cats to the Humane Society. The rental fee shall be an amount determined from time to time by resolution of the city council. Wildlife shall be transported, by the trapper, and released unharmed to an area outside Waterloo city limits.

F. A private property owner on his private property in order to control small rodents, such as gophers, moles and other similar animals. (Ord. 5204, 3-10-2014)

5-1-6: CRUELTY TO ANIMALS:

A. No theatrical exhibit, circus, animal act or show shall be held in which animals or fowl are encouraged or made to perform through the use of chemical, electrical or mechanical means or devices. If any person shall torture, torment, mutilate, cruelly beat or cruelly kill any animal or fowl, or unnecessarily fail to provide the same with adequate feed and water, shelter or protection from the weather, or cruelly abandon the same, or shall commit any other act of omission by which unjustifiable pain, distress, suffering or death is caused or permitted to any animal or fowl, whether the acts or omissions herein contemplated be committed either maliciously, willfully or negligently, and if any person shall knowingly permit such act or omission or shall cause or procure the same to be done, he shall be deemed guilty of a misdemeanor. (Ord. 5204, 3-10-2014)

B. When the temperature falls below thirty degrees Fahrenheit (30°F), with wind chill factor applied, or when the heat index is at least eighty-five degrees (85°), no animal may be restrained outdoors by tethering for more than fifteen (15) minutes without access to adequate food, adequate water, and an outdoor facility that provides adequate protection from the elements. In any circumstances, a tethered animal must have access to an outdoor facility that provides adequate protection from the elements. (Ord. 5204, 3-10-2014)

5-1-7: USE OF ANIMALS RESTRICTED:

A. Artificially Colored Animals; Sale: No chick, duckling, gosling or rabbit that has been dyed or otherwise colored artificially may be sold or offered for sale, raffled, offered or given as a prize, premium or advertising device, or displayed in any store, shop, carnival or other public place.

B. Use As Advertising Devices:

1. Chicks, ducklings and goslings, younger than four (4) weeks of age may not be sold or offered for sale, raffled or offered or given as a prize, premium or advertising device, in quantity of less than twelve (12) birds to an individual person unless sold by a person engaged in the business of selling chicks, ducklings and goslings for agricultural or wildlife purposes.

2. Stores, shops, vendors and others displaying chicks, ducklings or goslings to the public, shall provide and operate brooders or other heating devices that may be necessary to maintain the chicks, ducklings or goslings in good health, and shall keep adequate food and adequate water available to the birds at all times. (Ord. 5204, 3-10-2014)

5-1-8: SANITARY CONDITIONS MAINTAINED:

A. Sanitary Premises: It shall be unlawful for the owner, caretaker or person in charge of any dog, cat, horse or other animal to permit excrement or droppings from any of said animals to collect on the premises of said person causing odor or an unsanitary condition. Each owner, caretaker or person in charge of an animal shall prevent said animal from interfering with any neighboring residents' peaceful and quiet enjoyment of their property.

B. Owner To Clean Up Droppings: It shall be unlawful for any owner, caretaker or person in charge of a dog, cat, horse or other animal to fail to clean up and/or remove as soon as possible any excrement or droppings deposited by said dog, cat, horse or other animal on any real estate, whether privately owned or publicly owned, other than on the premises of the owner, caretaker or person in charge; provided, however, that the foregoing does not apply to excrement or droppings deposited by Waterloo police dogs or horses when police officers are using said dogs or horses for official police duties.

C. Confined Animal Waste Disposal Systems; Exterior Residential Use Only: Anyone who owns or otherwise cares for any animal in a residential zone, as defined in the Waterloo zoning ordinance, and who intends to install a confined waste system shall conform to all of the following requirements:

1. The confined waste system container (hereinafter "container") shall have a maximum volume of two and thirty six hundredths (2.36) cubic feet or seventeen and seventy two hundredths (17.72) gallons.

2. The container shall be placed in an area of the property not normally occupied or used for play or recreation, and the container shall be buried so that the lid remains exposed.

3. The container shall have a waterproof lid that shall remain closed at all times. The lid may be removed only when animal excrement or droppings are deposited or added. The lid shall, thereafter, be immediately replaced.

4. Lime or activated enzymes shall be added periodically to promote the continued decomposition of waste.

5. Enforcement of this subsection shall be by the Black Hawk County health department and/or the animal control officer, as designated by the city council. (Ord. 5204, 3-10-2014)

A. Shelter From Sunlight: When sunlight is likely to cause overheating or discomfort, sufficient shade shall be provided to allow all any animal kept outdoors to protect itself from the direct rays of the sun.

B. Shelter From Rain Or Snow: Any animals kept outdoors shall be provided with access to shelter to allow them to remain dry during rain or snow.

C. Shelter From Cold Weather: Shelter must be provided for all animals kept outdoors when the atmospheric temperature falls below fifty degrees Fahrenheit (50°F). Sufficient clean bedding material or other means of protection from the weather elements shall be provided when the ambient temperature falls below that temperature to which the species is acclimated. Pet carriers, crates and pet taxis are not considered adequate shelter against the cold.

5-1-10: ANIMALS BITING PERSONS:

A. Duty To Report: It shall be the duty of the owner or caretaker of any dog, cat or any other animal which has bitten or attacked a person, or of any person having knowledge of such bite or attack, to report this act to the health department, police department or animal control. It shall be the duty of physicians or veterinarians to report to the health department the existence of any animal known or suspected to be suffering from rabies.

B. Confinement: When a member of the health department, police department, animal control or humane officer receives information that any person has been bitten or attacked by an animal, or that a dog, cat or other animal is suspected of having rabies, the official shall order the owner or caretaker to confine such animal in the manner and place the official directs. If the owner or caretaker fails to confine such animal in the manner directed, the animal shall be apprehended and impounded by such official, and after ten (10) days the animal may be humanely destroyed if it is not redeemed. Before such animal is returned to its owner or caretaker, all fees and charges of impoundment as set forth in subsection 5-1-1E of this chapter must be paid in full. (Ord. 5204, 3-10-2014)

5-1-11: NOISY OR ANNOYING ANIMALS:

It shall be unlawful for the owner or caretaker of a dog, cat or other animal to permit or allow said dog, cat or other animal to cause serious annoyance or disturbance to a person or persons by frequent and habitual howling, whining, yelping, barking or other vocal emittance to the unreasonable annoyance of others. After the first written warning, residents of at least three (3) neighboring households must sign a citation or a petition. If the party charged pleads not guilty, the signatories will be asked to appear in court to testify. Proof of ownership of a dog, cat or other animal shall constitute in evidence a prima facie presumption of permission of the owner in any proceedings charging any violation of this subsection. (Ord. 5204, 3-10-2014)

5-1-12: CHRONIC VIOLATORS:

A. If the owner or caretaker of a dog, cat or other animal is charged or cited, more than three (3) times in any period of twelve (12) months, with a violation of this chapter that requires a service call by animal control to a specific location, a nuisance is hereby declared to exist due to excessive service calls by animal control that place an undue and inappropriate burden on the taxpayers of the city, and said person shall be charged a nuisance service fee for subsequent responses involving the same person or his or her household. The fee shall be an amount determined from time to time by resolution of the city council. For hourly billing, any fraction of an hour is tabulated as a complete hour.

B. Written notice that a person is a chronic violator of this chapter shall be directed to such person, and such notice is appealable to the city council as set forth in section 5-1-13 of this chapter.

C. For any person whose status as a chronic violator is not overturned on appeal, any subsequent service fees chargeable to such person after the date of initial notice will be assessed against the person's property, as shown by the city's animal licensing or registration

records, in the manner of a property tax if the service fees are not paid within thirty (30) days. (Ord. 5204, 3-10-2014)

5-1-13: ADMINISTRATIVE PROCEDURES:

A. Notice: Any notice or order issued under this chapter shall be in writing and shall be delivered either personally, by certified mail or by conspicuous posting on the entry door of the premises. A notice or order shall be deemed to have been delivered at the time of personal delivery, three (3) business days after the date of mailing, or one business day after posting.

B. Bonds: Any bond required by this chapter shall be in an amount totaling the current daily rate of impoundment at animal control multiplied by forty five (45) days, but not to exceed an amount determined from time to time by resolution of the city council. The bond may be filed as a cash bond or a surety bond executed by a solvent company authorized to do business in the state of Iowa and which is acceptable to the city. If the city council ultimately reverses the notice or order appealed from, all costs paid and any bond posted by the owner or caretaker shall be refunded. If the animal or dog is found to have been kept, harbored, or sheltered in violation of this chapter, any fees or charges incurred in caring for the animal or dog, as set forth in subsection 5-1-1E of this chapter, through the appeal process shall be charged against the bond, and the owner or caretaker shall be liable for any excess.

C. Appeal Procedure:

1. Any individual or entity desiring to appeal a notice or order issued by animal control may do so by filing a written appeal with the city clerk within seven (7) days after the date of delivery of such notice or order. The notice of appeal shall state the grounds for such appeal. In addition, a filing fee in an amount determined from time to time by resolution of the city council must also be paid to the city clerk for the appeal to be considered filed.

2. The hearing on the appeal shall be scheduled for a date within thirty (30) days of the receipt of notice of appeal and shall be scheduled for no more than thirty (30) minutes in length or such additional time as the city council in its discretion may deem necessary. If the appellant desires additional time, he or she must make application to the city council for an extension at least seven (7) days prior to the hearing. The appeal hearing shall be simple and informal, without regard to technicalities of procedure or rules regarding admissibility of evidence. The city council may consider any evidence it considers credible, including written summaries and other secondary sources, and give such weight to the evidence as it considers warranted. After such hearing, the city council by simple majority may affirm or reverse the finding or order of the animal control officer. Such determination shall be contained in a written decision and shall be filed with the city clerk within ten (10) days after the hearing, or any continued session thereof, and the city clerk shall deliver a copy of the decision to the appellant. (Ord. 5204, 3-10-2014)

5-1-14: ENFORCEMENT:

A. In addition to any police officer of this city, animal control officers shall have police powers in enforcement of this chapter; and no person shall interfere with, hinder, molest or abuse any such officer in the exercise of his or her powers. For the purpose of discharging the duties imposed by this chapter and to enforce its provisions, any officer is empowered to enter upon any premises upon which a dog, cat or other animal is kept or harbored and to demand proof by the owner or caretaker of such dog, cat or other animal that the animal is licensed and has had the proper rabies vaccination tag.

B. If a police officer or animal control officer shall find upon inspection of a private premises that a dog, cat or other animal has not received rabies shots, is not licensed, or has inadequate feed, water or shelter, the officer may remove said dog, cat or other animal to the city

impoundment facility, with a veterinarian or at a kennel. Following impoundment, animal control shall give written notice to the owner, if known, within two (2) days. If the owner does not redeem the dog, cat or animal within five (5) days after the date of the notice, or if the owner is not known and animal control is not contacted by an owner or caretaker within three (3) days after impoundment, the animal may be humanely destroyed or, in appropriate circumstances as determined by animal control, may be disposed of by sale or by donation to a suitable animal shelter or rescue organization. Fees and charges of said removal and boarding of said animal, as set forth in subsection 5-1-1E of this chapter, shall be paid by the owner or caretaker of the dog, cat or other animal from whom it was taken. (Ord. 5204, 3-10-2014)

5-1-15: DEFINITIONS:

For purposes of this chapter, including each article under this chapter, unless the context indicates otherwise, the following words and phrases shall have the meanings respectively ascribed to them in this section:

ANIMAL CONTROL: The city department and its officers that have been appointed by the city council to enforce the animal control ordinances of the city, or another governmental agency or private party which the city council has appointed by contract for such purpose.

AT LARGE: An animal is at large if it is found within the city off the premises of its owner or caretaker, however, an animal will not be deemed at large if:

A. It is properly housed in a veterinary hospital, licensed kennel, pet shop, or animal shelter.

B. It is under the control of authorized public safety personnel.

C. It is under the control of a professional handler for special events including, but not limited to, 4-H events, school events, sanctioned pet or animal shows, training activities, or animal assisted therapy.

In addition, a dog or cat, properly licensed as required by article A of this chapter, will not be deemed at large if: a) it is restrained by a rope, leash, cord, chain, or restraining device not less than ten feet (10') in length, or is properly restrained within a motor vehicle or trailer, or b) it is within the fenced boundaries of an area designated by the city as a dog park and the owner or caretaker is present.

CARETAKER: Any person having possession of an animal, for a period of more than six (6) hours for any purpose, where the person in possession does not own the animal, other than a licensed veterinarian, animal behaviorist, animal shelter, or member of the owner's immediate family who resides in the same household as the owner.

OWNER: Any person owning, keeping or harboring an animal or fowl. (Ord. 5204, 3-10-2014)

ARTICLE A. DOGS AND CATS

SECTION:

5-1A-1: Definitions

5-1A-2: Licenses Required

5-1A-3: Exceptions To License Requirements

5-1A-4: Rabies Vaccination Required

5-1A-5: License Tags

5-1A-6: Prohibited Acts And Conditions

5-1A-7: Kennel Premises; Nonconforming Use

5-1A-8: Municipal Pound

5-1A-9: Impoundment Of Animals; Redemption

5-1A-10: Violation; Penalty

5-1A-1: DEFINITIONS:

As used in this article, unless the context indicates otherwise, the following words and phrases shall have the meanings respectively ascribed to them in this section. In addition, the words and phrases defined in section 5-1-15 of this chapter shall apply to the provisions of this article, to the extent applicable.

ADEQUATE FEED: The provision at suitable intervals of not more than twenty four (24) hours or longer if the dietary requirements of the species so require, of a quantity of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition in each animal. The foodstuff shall be served in a clean receptacle, dish or container.

ADEQUATE WATER: A supply of clean, fresh, potable water supplied in a sanitary manner at least twice daily at suitable intervals for the animal and not to exceed twelve (12) hours at any interval.

ANIMAL POUND OR SHELTER: A facility operated by the city for the purpose of impounding or harboring seized, stray, homeless, abandoned or unwanted dogs, cats or other animals; or a facility operated for such a purpose under a contract with the city.

BOARDING KENNEL: A place or establishment other than a pound or animal shelter where dogs or cats not owned by the proprietor are sheltered, fed and watered in return for a consideration.

COMMERCIAL BREEDER: A person engaged in the business of breeding dogs or cats, or both, for sale, whether or not such animals are raised, trained, groomed or boarded by such breeder.

COMMERCIAL KENNEL: A kennel which performs grooming or training services for dogs or cats, or both, and may or may not render boarding services in return for a consideration.

DEALER: Any person who is engaged in the business of buying for resale or selling or exchanging dogs or cats as a principal or agent, or who holds himself out to be so engaged.

HOUSING FACILITY: Any room, building or area used to contain a primary enclosure or enclosures.

KENNEL: An area of private property that is sheltered where dogs or cats are kept under constant restraint.

OUTDOOR FACILITIES: A. Shelter From Sunlight: When sunlight is likely to cause overheating or discomfort, sufficient shade shall be provided to allow all dogs or cats and any other animal kept outdoors to protect themselves from the direct rays of the sun.

B. Shelter From Rain Or Snow: Dogs, cats and other animals kept outdoors shall be provided with access to shelter to allow them to remain dry during rain or snow.

C. Shelter From Cold Weather: Shelter must be provided for all dogs or cats and any animals kept outdoors when the atmospheric temperature falls below fifty degrees Fahrenheit (50°F). Sufficient clean bedding material or other means of protection from the weather elements shall be provided when the ambient temperature falls below that temperature to which the species is acclimated. Pet carriers, crates and pet taxis are not considered adequate shelter against the cold.

D. Drainage: A suitable method shall be provided to rapidly eliminate excess water from the living area of the dog or cat or other animal.

E. Vehicles: Animals cannot be left in a vehicle, on a vehicle, or tethered to a vehicle for a length of time that could result in danger to or death of an animal, when the atmospheric temperature falls below fifty degrees Fahrenheit (50°F) and/or when the heat index reaches seventy-five degrees Fahrenheit (75°F). If the animal control officer determines that such an animal is in immediate danger, the animal control officer or designee may remove the animal by whatever means is necessary without liability, for the purpose of taking the animal in for protective custody. Redemption of any animal taken into custody shall require payment of all fees and charges as set forth in subsection 5-1-1E of this chapter within the applicable time allowed by this chapter or by order of animal control or the city council.

PET SHOP: An establishment where any dog, cat or other animal or fowl, or other vertebrate animal is sold, exchanged or offered for sale to the general public.

PRIMARY ENCLOSURE: Any structure used to immediately restrict an animal to a limited amount of space, such as a room, pen, cage or compartment.

RESEARCH FACILITY: Any school or college of medicine, veterinary medicine, pharmacy, dentistry or osteopathy, or hospital, diagnostic or research laboratories, or other educational or scientific establishment situated in this state concerned with the investigation of, or instruction concerning the structure or function of, living organisms, the cause, prevention, control or cure of diseases or abnormal conditions of human beings or animals.

SERVICE ANIMAL: Any guide dog, signal dog, or other animal individually trained to provide assistance to a person with a disability or that serves public health, safety and law enforcement personnel, as well as any dog enrolled in a recognized formal training program for those types of services.

TRANQUILIZE: To temporarily sedate any animal for gaining control. (Ord. 5204, 3-10-2014)

5-1A-2: LICENSES REQUIRED:

A. Annual License: The owner of all dogs and cats six (6) months old or older, whether service animals or otherwise, shall annually obtain a license therefor as hereinafter provided.

B. Application By Owner: The owner of a dog or cat, for which a license is required, shall on or before January 1 of each year apply to the city clerk for a license for each dog or cat owned by said owner. Such application or license may be made after January 1, and at any time, for a dog or cat which has come into the possession or ownership of the applicant, or which has reached the age of six (6) months after said date.

C. Form Of Application: Subject application shall be in writing on blanks provided by the city clerk, and shall state the breed, sex, age, color, markings and name, if any, of the dog or cat, and the address of the owner and be signed by said owner. Such application shall also state the date of the most recent rabies vaccination, the type of vaccine administered and the date the dog or cat shall be revaccinated.

D. License Fees:

1. The annual license fee for each dog or cat shall be determined from time to time by resolution of the city council. Fees shall be paid by March 31 or within ninety (90) days after the date on which any dog or cat that is not licensed first becomes subject to licensure under subsection B of this section. Any fee not paid by the due date shall increase to an amount determined from time to time by resolution of the city council.

2. Duplicate licenses shall be issued at a cost determined from time to time by resolution of the city council.

3. The city license fee shall be waived for all dogs or cats if the owner of said dogs or cats has a valid license issued by the state of Iowa that allows the keeping of such animals.

4. The owner of all dogs or cats six (6) months old or older must comply with all the provisions of this article, including, but not limited to, the obtaining of rabies vaccination and license tag, even if the license fee has been waived. A written certificate from a licensed veterinarian shall be required to prove that a dog or cat is incapable of breeding and has been vaccinated for rabies.

E. Term Of License: All licenses shall expire on January 1 of the year following the date of issuance, and a license tag issued for one dog or cat shall not be transferable to another dog or cat.

F. Transfer Or Change Of Ownership: When the permanent ownership of a dog or cat is transferred, the license for the same may be transferred by the city clerk by the notation on the license record giving name and address of the new owner.

G. Implied Consent: The application for and the receipt of a license as required herein shall include an implied consent by the owner to permit an inspection of both real and personal property under his control for the purpose of carrying out the provisions of this article, including inspection for cruelty to animals or an inspection of sanitary conditions.

H. Delinquent Licenses: All license fees for dogs or cats become delinquent on April 1 in the year in which they are due and payable, and a penalty shall be added to each unpaid license on or after said date in the like amount of the annual license fee as hereinbefore set out in subsection D of this section. (Ord. 5204, 3-10-2014)

5-1A-3: EXCEPTIONS TO LICENSE REQUIREMENTS:

The foregoing requirements for licenses for dogs or cats shall not apply to dogs or cats that are under the control of the owners or handlers while in transit or to be exhibited or to nonresidents of the city if they are in the state for less than thirty (30) days or which are assigned to a research institution or like facility. The license fee shall be waived for all dogs or cats if the owner of said dogs or cats has a valid state license for said dogs or cats. (Ord. 5204, 3-10-2014)

5-1A-4: RABIES VACCINATION REQUIRED:

A. Required: Every owner of a dog or cat shall obtain a rabies vaccination for such animal. It shall be unlawful for any person to own or have a dog in his possession six (6) months of age or over which has not been vaccinated against rabies.

B. Type Of Vaccine: The rabies vaccination required by subsection A of this section shall be an injection of antirabies vaccine approved by the Iowa state department of agriculture, and the frequency of revaccination necessary for approved vaccination shall be as established by subject department. The vaccine shall be administered by a licensed veterinarian and shall be given as approved by the Iowa state department of agriculture. Evidence of said rabies vaccination shall be a certificate of vaccination signed by a licensed veterinarian, and the certificate shall show that the vaccination does not expire within six (6) months from the effective date of the dog or cat license. (Ord. 5204, 3-10-2014)

5-1A-5: LICENSE TAGS:

A. Required: The city clerk, Animal Control officers and Humane Society shall, upon receipt of application, payment of license fee and proof of rabies vaccination, provide to the applicant a license which shall be in the form of a metal tag.

B. Use Of License Tag: Said license tag shall be attached by the owner of a dog or cat to a substantial collar or harness and during the term of license shall be at all times kept on the dog or cat for which the license is issued. On the expiration of the license, the owner shall remove said tag from the dog or cat. (Ord. 5204, 3-10-2014)

5-1A-6: PROHIBITED ACTS AND CONDITIONS:

A. At Large: It shall be unlawful for the owner or caretaker of a dog or cat to permit or allow such dog or cat to be at large. Any dog or cat found at large shall be presumed to be so with the permission of its owner or caretaker, and proof of ownership and that said dog or cat was at large shall constitute in evidence a prima facie presumption in any proceeding charging any violation of this subsection. As to any dog at large under the circumstances described in section 5-1B-9 of this chapter, violation of this subsection shall constitute a misdemeanor and be punishable by a fine of not less than an amount determined from time to time by resolution of the city council, or constitute a municipal infraction. For purposes of determining the civil penalty applicable to subsequent municipal infraction offenses, any violation of this subsection that occurs after the first offense is a subsequent offense.

B. Dogs Or Cats Attacking, Causing Damage Or Injury:

1. It shall be unlawful for the owner or caretaker of a dog or cat to permit such dog or cat to attack persons or domestic animals or to destroy property, or to permit such dog or cat to place persons in reasonable fear of attack or injury. Proof of ownership of a dog or cat and that said dog or cat did attack persons or domestic animals, destroy property, or place persons in reasonable fear of attack or injury shall constitute in evidence a prima facie presumption of permission of the owner or caretaker in any proceeding charging violation of this subsection.

2. Animal control shall have discretion about whether to charge a violation of this subsection, depending on the particular circumstances and whether the animal constitutes a risk of attacking again, and in exercising such discretion animal control may be aided by the professional opinion of a veterinarian or trained animal behaviorist. If a decision is made to charge a violation concerning a dog, then animal control will classify the dog as potentially dangerous, dangerous or vicious pursuant to article B of this chapter and will provide written notice of same to the owner or caretaker.

3. The owner or caretaker of a dog that has attacked must produce the dog to animal control for rabies testing, at the cost of the owner or caretaker. If the dog is not produced, it may be seized and the owner or caretaker will be guilty of a municipal infraction.

C. Female Dogs Or Cats In Heat: The owner or caretaker of any female dog or cat in heat shall confine said female dog or cat in a building, or keep the same in his or her presence so that the said female dog or cat cannot come into contact with another animal except for planned breeding.

D. Feeding Feral Cats: It shall be unlawful for any person to feed any cat that is at large without a collar, license tag, or imbedded ownership chip, except for a person who does so as an authorized participant in a city sponsored program to trap, neuter and release such cats.

E. Litters: It shall be unlawful for any person who does not possess a commercial breeder license or permit issued by the state of Iowa or the federal government to keep, shelter, or harbor a female dog or a female cat with its litter that at any time exceeds two (2) offspring, unless the person registers the litter with animal control within five (5) days of birth or acquisition and pays a registration fee in an amount determined from time to time by resolution of the city council. Animal control may seize the entire litter and the mother that are in the possession of any person violating this paragraph, and the person shall be guilty of a municipal infraction. (Ord. 5204, 3-10-2014)

5-1A-7: KENNEL PREMISES; NONCONFORMING USE:

Any premises declared by this article to be a kennel that is not located in a properly zoned district under the provisions of the Waterloo zoning ordinance, is hereby declared to be a nonconforming use. Said use of a premises as a kennel shall not be enlarged, extended, reconstructed, substituted or structurally altered except when required by law, nor shall the number of dogs or cats over six (6) months of age be increased. Whenever a dog or cat, owned or kept on a premises declared by this article to be a kennel, dies or is sold or is given away, said dog or cat shall not be replaced until such time as the use of said premises is no longer a kennel and a nonconforming use as defined by this section. In addition, in the event that the use of a premises as a kennel is discontinued for a period of one year, use of the same shall conform thereafter to the uses permitted in the zoning district in which it is located. (Ord. 5204, 3-10-2014)

5-1A-8: MUNICIPAL POUND:

A. City May Establish: The city may establish and maintain a municipal animal pound or shelter to be conducted and operated by the city. It shall be the duty of the authorized persons appointed by the city to supervise and control such pound or shelter, to cause it to be kept in a sanitary condition and free from offensive odors, to provide adequate and wholesome food for animals impounded therein, to provide careful and humane treatment toward such animals, to isolate diseased animals, and to provide for humane destruction of animals when necessary.

B. Contract For Care: In lieu of the establishment and maintenance of animal pounds, the city may contract with any incorporated society or association for the prevention of cruelty to

animals for the collection and protection of licensed or unlicensed dogs, cats and other animals, for the maintenance of a shelter or pound for licensed or unlicensed dogs, cats or other animals, for the collection of dogs or cats, or other animals "at large" as herein defined, for the destruction or other disposition of seized dogs or cats, or other animals, not redeemed as provided by this article, for the disposal of dead animals, and to assist in the collection of licenses upon dogs and cats. (Ord. 5204, 3-10-2014)

5-1A-9: IMPOUNDMENT OF ANIMALS; REDEMPTION:

A. Apprehension And Impoundment: Any dog or cat found running at large, whether or not wearing a license tag and valid rabies vaccination tag, may be apprehended and impounded. If the owner does not redeem the dog or cat within five (5) days after the date of notice, or if an animal without identification is not redeemed within three (3) days after impoundment, the dog or cat may be humanely destroyed or, in appropriate circumstances as determined by animal control, may be disposed of by sale or by donation to a suitable animal shelter or rescue organization.

B. Permanent Identification: Each dog apprehended after being found at large, and each dog confined pursuant to subsection 5-1-10B of this chapter, shall be assigned a registration number by animal control or its designee. If a registration number has not previously been affixed to the dog by permanent microchip implant, tattoo or some other permanent means, then before the dog is released to its owner or caretaker the registration number shall be so affixed by a licensed veterinarian or other person acceptable to the city, at the expense of the owner or caretaker. If multiple forms of identification are available, the owner or caretaker may select the type to be used. No person shall remove or alter such identification once it is affixed.

C. Spay/Neuter: An owner or caretaker of a dog or cat apprehended after being found at large for the third (3rd) time in a calendar year will be notified that the animal will be spayed or neutered before being redeemed.

D. Redemption Of Animal: Unless the animal is to be destroyed by order of animal control, or unless the animal is being tested for rabies or other communicable diseases, any dog or cat that was impounded may be redeemed by the owner or caretaker thereof upon payment of all fees and charges as set forth in subsection 5-1-1E of this chapter within the applicable time allowed by this chapter or by order of animal control or the city council. (Ord. 5204, 3-10-2014)

5-1A-10: VIOLATION; PENALTY:

Unless any section of this article prescribes a different penalty, any person violating any provision of this article shall be deemed guilty of a municipal infraction. The court may grant any other appropriate alternative relief. (Ord. 5204, 3-10-2014)

ARTICLE B. DANGEROUS ANIMALS AND REGULATED DOGS

SECTION:

5-1B-1: Definitions

5-1B-2: Keeping Of Dangerous Animals Prohibited; Exceptions

5-1B-3: Regulations On Keeping Dangerous Animals

5-1B-4: Prohibitions On Possession Of Animals

5-1B-5: Regulated Dogs

5-1B-6: Guard Dogs

5-1B-7: Registration Of Regulated Dogs

5-1B-8: Tethering Of Dogs

5-1B-9: Dog Attacks

5-1B-10: Irresponsible Dog Owners

5-1B-11: Landlord Liability

5-1B-12: Enforcement

5-1B-1: DEFINITIONS:

As used in this article, unless the context indicates otherwise, the following words and phrases shall have the meanings respectively ascribed to them in this section. In addition, the words and phrases defined in sections 5-1-15 and 5-1A-1 of this chapter shall apply to the provisions of this article, to the extent applicable.

DANGEROUS ANIMAL: A. Any animal or species of animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among human beings or domestic animals and having tendencies as a species to do so.

B. Any animal declared to be dangerous by the city council or an animal control officer.

C. The following animals or species of animals shall be deemed dangerous per se:

1. All felids, except Felis domestica (domestic cats).
2. All ursids (bears).
3. All canids, except Canis familiaris (dogs).
4. All nonhuman primates.
5. All crocodilians.
6. All venomous and constricting snakes.
7. All venomous reptiles.

8. All venomous arachnids.

9. All mustelids, except domestic ferrets.

D. In addition to the exceptions stated in subsection C of this definition, the following animals shall not be considered dangerous animals, but nonetheless may be subject to applicable zoning requirements:

1. Animals kept for farming purposes, including, but not limited to, cattle, bison, pigs, horses, poultry, ostriches, emus, goats, sheep, antelope, llamas, and alpacas.

2. Constricting snakes whose adult length is less than six feet (6'), and specifically limited to corn snakes, king snakes, garter snakes, ribbon snakes, rat snakes, milk snakes, rosy boas, and ball pythons.

3. Hamsters, gerbils, guinea pigs, domestic rabbits, and domestic rats.

DANGEROUS DOG: A. Any dog which bites or attacks a person or other domestic animal without provocation and causes injury not severe enough to result in a broken bone or a laceration requiring multiple sutures, or any dog that according to available records has committed such acts.

B. Notwithstanding subsection A of this definition, a dog shall not be deemed a dangerous dog in the following circumstances:

1. Where the dog is used by a law enforcement official for approved law enforcement purposes.

2. Where the threat or injury was sustained by a person who was committing a wilful trespass upon the premises lawfully occupied by the owner or caretaker of the dog, and the dog was properly confined or tethered as required by this chapter.

3. Where the threat or injury was sustained by a person who was committing or attempting to commit a crime on the property of the owner or caretaker of the dog, or by a person who was attacking the owner or caretaker of the dog.

4. Where the threat or injury was sustained by a person due to the person torturing, tormenting, abusing, or assaulting the dog, or intentionally inflicting pain on the dog without lawful justification, or by a person in the process of treating or rendering aid to a previously injured animal.

5. Where the dog was protecting itself or its young.

6. Where the threat or injury was sustained by a domestic animal that was at large and entered a confined area of the dog.

GUARD DOG: Any dog trained or used to protect persons or property by attacking or threatening to attack any person found within the area patrolled by the dog and that is either securely enclosed within that area at all times or under the continuous control of a trained handler.

POTENTIALLY DANGEROUS DOG: Any dog with a tendency or disposition to bite or attack unprovoked, to otherwise endanger the safety of humans or other domestic animals, or that chases or approaches a person or other domestic animal without provocation while off its owner's or caretaker's property in a menacing fashion or apparent attitude of attack, if the owner

of such dog is convicted or pleads guilty, no contest, or the equivalent to a violation of subsection 5-1A-6B of this chapter based on fear of attack or injury.

REGULATED DOG: Any dog that is a "potentially dangerous dog", "dangerous dog", or "vicious dog" as defined by this article.

VICIOUS DOG: A. Any dog which bites or attacks a person or other domestic animal without provocation and causes injury that results in one or more broken bones or a laceration requiring multiple sutures, or any dog that according to available records has committed such acts.

B. Any dog that kills a person or other domestic animal without provocation while off the property of its owner or caretaker.

C. Notwithstanding subsections A and B of this definition, a dog shall not be deemed a vicious dog under the same circumstances in which a dog would not be deemed a dangerous dog as set forth under the definition of a "dangerous dog". (Ord. 5204, 3-10-2014)

5-1B-2: KEEPING OF DANGEROUS ANIMALS PROHIBITED; EXCEPTIONS:

A. No person shall keep, shelter, or harbor as a pet, guard, or for other purpose, within the city, a "dangerous animal" as defined in this article, except as provided in subsection B of this section or in section 5-1B-3 of this article.

B. The prohibition contained in subsection A of this section shall not apply to the secure keeping of dangerous animals in the following circumstances:

1. In a bona fide, licensed veterinary hospital for treatment.

2. Under the jurisdiction of and in the possession of the natural resources commission, pursuant to Iowa Code chapters 481A and 481B.

3. At the Cedar Bend Humane Society.

4. In a public zoo, bona fide educational or medical institute or museum where they are kept as live specimens for public viewing or for purposes of research, study or instruction.

5. For purposes of bona fide religious practice or ritual.

6. For exhibition to the public by a traveling circus, carnival, exhibit or show that is duly licensed by the city. (Ord. 5204, 3-10-2014)

5-1B-3: REGULATIONS ON KEEPING DANGEROUS ANIMALS:

A. Report Required; Information: Every person owning, keeping, sheltering or harboring a dangerous animal pursuant to subsection 5-1B-2B of this article shall report such fact, in writing, to the animal control officer, together with the following information:

1. The species name of each animal;

2. The number of such animals of each such species kept on the premises;

3. A physical description of each such animal, including any pet names to which it might respond;

4. The location of such animal or animals within the city, including the location of the cage or place of confinement upon or in the premises wherein the animal or animals are kept;

5. In the case of poisonous dangerous animals, the location of the nearest source of antivenom for that species; and

6. The specific purpose for which the animal is kept and any use that will be made of the animal.

B. Confinement Required: Every person keeping, sheltering or harboring a dangerous animal shall at all times keep such animal securely confined within a cage or enclosure.

C. Poisonous Animals; Antivenin Kept: Every person owning, keeping, or harboring a poisonous dangerous animal shall be required to keep ten (10) doses of antivenom on hand and current at all times.

D. Transporting Dangerous Animals: No person owning, keeping, sheltering or harboring a dangerous animal shall permit or allow such animal to enter upon or traverse any public property, park property, public right of way or other property of another, except when such animal is being transported while caged or confined.

E. Escape: It shall be the responsibility of the owner or caretaker to notify animal control immediately in the event that a dangerous animal has escaped and is at large.

F. At Large: In the event that a dangerous animal is found at large and unattended upon public property, park property, public right of way, or the property of someone other than its owner or caretaker, thereby creating a hazard to life or property, such animal may, in the discretion of the animal control officer, be destroyed if it cannot be confined or captured. The city shall be under no duty to attempt the confinement or capture of a dangerous animal found at large, nor shall it have a duty to notify the owner or caretaker of such animal prior to its destruction.

G. Order To Remove: In the event the animal control officer determines that a dangerous animal is being kept, sheltered or harbored by any person or entity in violation of the provisions of this article, the animal control officer may, in his or her discretion, have such person or entity prosecuted for such violation, and he or she may order such person or entity to remove such dangerous animal from the city or destroy it. Such order shall be contained in a notice to remove the dangerous animal, which notice shall be given in writing, directed to such person or entity.

H. Appeal Procedure; Compliance With Order: Any person or entity desiring to appeal an order issued by the animal control officer pursuant to subsection G of this section shall follow the appeal procedures of section 5-1-13 of this chapter. If the city council affirms the action of the animal control officer, the provisions of section 5-1-13 of this article shall apply. (Ord. 5204, 3-10-2014)

5-1B-4: PROHIBITIONS ON POSSESSION OF ANIMALS:

A. Persons Convicted Under State Law On Animal Contest Events: Any person who has been convicted of, or has pled guilty, no contest, or the equivalent to, an offense under Iowa Code 717D.2 shall be prohibited from owning, keeping, sheltering, or harboring within the city limits any animal of the same type (e.g., dog, rooster, etc.) involved in or at issue in such offense. Violation of this subsection shall constitute a misdemeanor and be punishable by a fine of not less than an amount determined from time to time by resolution of the city council, or constitute a municipal infraction.

B. Violation Registry: Animal control shall keep a registry of names and addresses of individuals with convictions for violating Iowa Code 717D.2 and section 5-1B-5 or 5-1B-7 of this article. Any individual on this registry is subject to the restrictions on ownership found in this article, regardless of whether the individual changes addresses or moves to a different residence. An individual will be in violation hereof if the prohibited animal is found in their

residence regardless of any claim that the animal belongs to someone else occupying the residence.

C. Notice Of Violation; Confinement: In the event an animal control officer determines that an animal is being kept, sheltered or harbored by any person or entity in violation of the provisions of this section or section 5-1B-10 of this article, which determination may be based on direct observation or on a preponderance of credible evidence (such as photographs, witness affidavits, or other physical evidence), the animal control officer shall have such person or entity prosecuted for such violation and shall take the animal into custody at the expense of the owner or caretaker at a city impoundment facility, with a veterinarian or at a kennel until such time as the owner or caretaker agrees in writing to remove or destroy the animal or the city council has ruled on an appeal of the violation finding. After making a finding that an animal is being kept, sheltered, or harbored in violation of this article, animal control shall issue a written notice of violation, directed to such person or entity.

D. Appeal Procedure; Compliance With Order: Any individual or entity desiring to appeal an order issued by the animal control officer pursuant to subsection C of this section shall follow the appeal procedures of section 5-1-13 of this chapter. The appeal cannot be filed until all costs incurred to date in caring and providing for the animal, as set forth in subsection 5-1-1E of this chapter, are paid and a bond is posted with the city clerk. If the city council affirms the action of the animal control officer, the provisions of section 5-1-13 of this article shall apply. (Ord. 5204, 3-10-2014)

5-1B-5: REGULATED DOGS:

A. Applicability: The provisions of this section apply to adult dogs only, which shall mean any dog over the age of six (6) months.

B. Keeping Prohibited: No person shall keep, shelter or harbor as a pet, within the city, a "regulated dog" as defined in section 5-1B-1 of this article, except as expressly permitted by this article.

C. Regulated Dogs At Large: In the event that a dangerous dog or a vicious dog is found at large and unattended upon public property, park property, public right of way, or the property of someone other than its owner or caretaker, thereby creating a hazard to life or property, such dog may, in the discretion of the animal control officer, be destroyed if it cannot be captured and confined. The city shall be under no duty to attempt the confinement or capture of a dangerous dog or vicious dog found at large, nor shall it have a duty to notify the owner of such dog prior to its destruction.

D. Notice Of Violation; Confinement: If the animal control officer determines that a regulated dog is being kept, sheltered or harbored by any person or entity in violation of the provisions of this article, which determination may be based on direct observation or on a preponderance of credible evidence (such as photographs, witness affidavits, or other physical evidence) that the dog qualifies as a "regulated dog" as defined by this article, the animal control officer may, in his or her discretion, have such person or entity prosecuted for such violation. After making a finding that the dog is a regulated dog, animal control shall issue a written notice of violation, directed to such person or entity. At the time such notice is issued, the dog shall be taken into the custody of animal control and confined at the expense of the owner or caretaker at the city impoundment facility, with a veterinarian or at a kennel. Within seven (7) days after delivery of the notice of violation or, if appealed, within seven (7) days after the city council has ruled on the regulated dog finding, the owner or caretaker may redeem the dog or, if it is a potentially dangerous dog, agree in writing to permanently remove the dog from the city. The owner or caretaker of any regulated dog that is redeemed must comply with the provisions of section 5-

1B-7 of this article. If the owner or caretaker fails to take all steps necessary to timely perfect an appeal or fails to timely satisfy the requirements for removal or redemption, the dog may be destroyed in a humane manner, and the fees and charges of impoundment, as set forth in subsection 5-1-1E of this chapter, and with destruction of the dog shall be charged against the owner or caretaker.

E. Appeal Procedure; Compliance With Order: Any person or entity desiring to appeal an order issued by the animal control officer pursuant to subsection D of this section shall follow the appeal procedures of section 5-1-13 of this chapter. The appeal cannot be filed until all costs incurred to date in caring and providing for the dog, as set forth in subsection 5-1-1E of this chapter, are paid and a bond is posted with the city clerk. If the city council affirms the action of the animal control officer, the provisions of section 5-1B-12 of this article shall apply.

F. Permanent Identification Required: A dog found to be a potentially dangerous dog, dangerous dog or vicious dog by an animal control officer, regardless of the outcome of any appeal, shall be assigned a registration number by animal control prior to the dog being released to its owner or caretaker, which shall be affixed to the dog by permanent microchip implant, tattoo or some other permanent means, by a licensed veterinarian or other person acceptable to the city, at the expense of the owner or caretaker. If multiple forms of identification are available, the owner or caretaker may select the type to be used. No person shall remove or alter such identification once it is affixed.

G. Destruction Of Regulated Dogs Not Permanently Removed Or Destroyed: If a regulated dog is required to be removed from the city under this section and the dog is subsequently found within city limits following the date the owner or caretaker agreed to removal, the failure to permanently remove will constitute a separate and independent violation of this section. In addition, if such dog is a dangerous dog or vicious dog it may be destroyed by the city without further action or possibility of appeal, and the costs of such destruction will be charged against the party prosecuted for the offense.

H. Dog Found Potentially Dangerous, Dangerous Or Vicious By Another Jurisdiction: A dog found within city limits which has previously been determined to be potentially dangerous, dangerous, vicious or a threat to the health or safety of humans or other domestic animals by court order or by any other city, county or state whose laws or regulations are substantially similar to those of this chapter shall automatically be deemed to be a potentially dangerous, dangerous or vicious dog, as appropriate, pursuant to this article, and the person or entity keeping, sheltering, or harboring it shall be issued a notice of violation pursuant to subsection D of this section. Any such dog will be impounded. Within seven (7) days after delivery of the notice of violation or, if appealed, within seven (7) days after the city council has ruled on the regulated dog finding, the owner or caretaker may agree in writing to permanently remove the dog from the city if it is potentially dangerous. If the owner or caretaker fails to take all steps necessary to timely perfect an appeal or fails to timely satisfy the requirements for removal, or if the dog is dangerous or vicious, the dog may be destroyed in a humane manner, and the fees and charges of impoundment, as set forth in subsection 5-1-1E of this chapter, and with destruction of the dog shall be charged against the owner or caretaker. (Ord. 5204, 3-10-2014)

5-1B-6: GUARD DOGS:

The prohibition contained in this article shall not apply to keeping of guard dogs; provided, however, that guard dogs must be kept within a structure or a fenced enclosure at all times, and any guard dog found at large may be processed as a dangerous dog or vicious dog pursuant to the provisions of this article. A limit of one guard dog is permitted for each residential premises and two (2) guard dogs for each nonresidential premises. Any premises guarded by a guard dog

shall be prominently posted with a sign containing the wording "guard dog" or words of similar import, and the owner or caretaker of such premises shall inform animal control and the police department, in writing, that a guard dog is on duty at the premises. It shall be the owner's or caretaker's responsibility to notify animal control immediately when a guard dog has escaped and is running at large. The provisions of subsections 5-1B-7A through F, H and I of this article shall apply to the registration of guard dogs. (Ord. 5204, 3-10-2014)

5-1B-7: REGISTRATION OF REGULATED DOGS:

A. Registration Requirement; Penalty For Failure To Register: If animal control determines that a dog may be classified as a regulated dog, the dog cannot be owned, sheltered, housed, harbored, kept, or maintained within the city limits of Waterloo unless the owner or possessor completes a registration with animal control and receives a registration certificate authorizing ownership or possession of the dog. Animal control shall notify the owner or possessor in writing that the dog is either potentially dangerous, dangerous, or vicious. Within seven (7) days following the date that animal control delivers notice to the owner or caretaker that the dog is regulated, the owner or caretaker of the dog must obtain the registration certificate or file an appeal of such determination pursuant to subsection M of this section. Any person found to own, shelter, house, harbor, keep, or maintain a regulated dog who has failed to register said dog or failed to file a timely appeal will be subject to an administrative penalty and/or a municipal infraction violation punishable by a civil penalty, with such penalties to be determined from time to time by resolution of the city council. In addition, the registration fee will be increased to an amount determined from time to time by resolution of the city council, and animal control will impound the animal. The owner or caretaker may register the dog within seven (7) days following impoundment and obtain release of the dog if the required registration fee, administrative penalty, and all fees and charges of impoundment, as set forth in subsection 5-1-1E of this chapter, are paid. If the owner or possessor does not timely complete the registration process or file an appeal, the dog may be destroyed in a humane manner and all fees and charges associated with impoundment, as set forth in subsection 5-1-1E of this chapter, and destruction of the dog shall be charged against the owner or caretaker. Registration under this section is in addition to any licensing requirements set forth in article A of this chapter.

B. Registration Form: An owner or caretaker of a dog determined to be potentially dangerous, dangerous or vicious by animal control must execute a registration form with animal control which includes the following information:

1. Name, address, and telephone number of the owner or caretaker, including proof that the owner or caretaker is over the age of eighteen (18) years;

2. Name and detailed physical description of the regulated dog;

3. A photograph of the dog taken by animal control;

4. Registration number assigned by animal control to the dog;

5. Veterinarian information for the dog;

6. Proof of a current rabies vaccination number and expiration date (a copy of which must be retained by animal control);

7. City license number (a copy of which must be retained by animal control);

8. Microchip or tattoo number as provided by subsection D of this section;

9. Detailed description of the incident or incidents leading animal control to classify the dog as regulated; and

10. Sufficient proof that the applicant has proper facilities where the animal can safely be kept to prevent it from getting loose ("proper facilities" means secure confinement indoors or secure outdoor confinement in a locked pen or structure at least 6 feet in width, 12 feet in length, and 6 feet in height, which is capped and has solid flooring to prevent the dog from digging out).

C. Registration Fee And Proof Of Insurance: In addition to completion of the registration form, an owner or caretaker of a regulated dog must pay a registration fee in an amount determined from time to time by resolution of the city council to register the dog with animal control and provide proof of liability insurance to animal control totaling a minimum of three hundred thousand dollars ($300,000.00) which will provide coverage for injuries, damages or loss that may be caused by the animal. Failure to pay the registration fee or to provide proof of insurance will result in denial of registration.

D. Permanent Identification: The registration number assigned by animal control under this section shall be affixed to the regulated dog by permanent microchip implant or tattoo by a licensed veterinarian or other person acceptable to the city, at the applicant's expense. No person shall remove or alter such identification once it is affixed.

E. Issuance Of Registration Certificate: If all requirements of this section are met, the applicant will be issued a registration certificate entitling them to own, maintain, possess, or shelter the regulated dog within city limits.

F. Prohibition On Registration For Owners With Prior Convictions: An applicant who has previously been convicted of, or has pled guilty, no contest, or the equivalent to, an offense under Iowa Code 717D.2, who has been convicted of a violation of section 5-1B-5 of this article, or who has pled guilty, no contest, or the equivalent with respect to any such offense or violation, shall not be permitted to register a dog under this section.

G. Exception For Veterinarians And Shelters: The provisions of this section will not apply to any licensed veterinarian or animal shelter providing services in such capacity.

H. Renewal Of Registration: A registration certificate issued pursuant to this section must be renewed annually. The owner or caretaker of the regulated dog may renew the certificate for an additional twelve (12) months following expiration of the current registration certificate, provided that he or she pays the registration fee in an amount determined from time to time by resolution of the city council, provides proof of current insurance, and updates any registration information previously provided.

I. Additional Notification Responsibilities:

1. An owner or caretaker of a dog registered as potentially dangerous, dangerous or vicious must contact animal control immediately if the dog is loose or not confined, has attacked another domestic animal, or has attacked a human being.

2. An owner or caretaker of a dog registered as potentially dangerous, dangerous or vicious must contact animal control within forty eight (48) hours of the dog's death. Documentation from a veterinarian or physical proof that the dog is deceased will need to be provided to animal control.

3. An owner or caretaker of a dog registered as potentially dangerous, dangerous or vicious must contact animal control within forty eight (48) hours if the dog has been sold,

relocated or given away and shall provide animal control with the name, address, and telephone number of the new owner or caretaker of the dog.

4. An owner or caretaker of a regulated dog must notify animal control of any change of address within fourteen (14) days after the change.

J. Spay/Neuter: An owner or caretaker of a dog registered as potentially dangerous, dangerous or vicious must have the animal spayed or neutered within thirty (30) days of issuance of the registration certificate and provide documentary proof of same to animal control within ten (10) days of the procedure. If the owner or caretaker fails to spay or neuter the dog, then animal control may seize it, and, in appropriate circumstances as determined by animal control, the dog may be destroyed or disposed of by sale or by donation to a suitable animal shelter or rescue organization.

K. Conditional Removal Of Registration Requirement: If, within three (3) years of registration as a potentially dangerous dog, there have been no further incidents that satisfy the standards for such dog to be deemed potentially dangerous, the dog's registration requirement may be reviewed by animal control upon the owner's request. If animal control chooses to lift the registration requirement, the dog in question may still be declared potentially dangerous, dangerous or vicious at any future date if it meets the standards for classification as such. In the event that animal control chooses to maintain the registration requirement for the dog, such decision shall be appealable to the city council.

L. Automatic Enhancement Of Regulated Status: After registration as a potentially dangerous dog, if a dog is found to have further demonstrated the behavior of a potentially dangerous dog at least two (2) times within any consecutive twelve (12) month period, such dog will automatically be deemed a dangerous dog and be subject to section 5-1B-5 of this article. If a dog has been registered as a potentially dangerous dog or a dangerous dog and at any time thereafter kills or causes serious injury to a person or domestic animal ("serious injury" meaning any injury resulting in broken bones or lacerations requiring multiple sutures) and no exception is applicable, said dog will automatically be deemed a vicious dog subject to section 5-1B-5 of this article.

M. Appeal Procedure; Compliance With Order: Any person or entity desiring to appeal a notice or order issued by the animal control officer pursuant to this section shall follow the appeal procedures of section 5-1-13 of this chapter. If the city council affirms the notice or order, the owner must complete the registration process pursuant to this section within seven (7) days of the city council's finding. Failure to do so will subject the owner or caretaker to the provisions set forth in subsection A of this section and in section 5-1B-12 of this article. (Ord. 5204, 3-10-2014)

5-1B-8: TETHERING OF DOGS:

A. A dog may be restrained outdoors by tether, only on the property of the owner or caretaker of the dog, and only under the following conditions:

1. No tether may be attached to a fixed object unless the tether is so placed or attached that it cannot become entangled with another animal or object, and cannot extend over an object or edge that could result in strangulation of or injury to the animal, and shall be of sufficient length in proportion to the size of the animal, but no less than ten feet (10') in length, to allow the animal proper exercise and unlimited access to adequate feed, adequate water, and an outdoor facility that provides adequate protection from the elements. Such tethering shall be so located so as not to allow such animal to trespass on public property or upon private property

belonging to others, nor in such manner as to cause harm or danger to persons, the tethered animal, or other animals.

2. The tether shall not weigh more than one-eighth ($^1/_8$) of the animal's body weight.

3. The tether must be attached to a properly fitting collar or harness worn by the animal. Choke or prong collars are prohibited. The tether must have a swivel at both ends.

4. When the temperature falls below thirty degrees Fahrenheit (30°F), with wind chill factor applied, or when the heat index is at least eighty-five degrees (85°), no animal may be restrained outdoors by tethering for more than fifteen (15) minutes without access to adequate food, adequate water, and an outdoor facility that provides adequate protection from the elements. In any circumstances, a tethered animal must have access to an outdoor facility that provides adequate protection from the elements. (Ord. 5204, 3-10-2014)

5-1B-9: DOG ATTACKS:

In the event of an attack on a person or a domestic animal by a dog at large that was previously determined to be a vicious dog or that is determined to be a vicious dog as a result of such attack, the dog shall be apprehended by animal control. The dog will be tested for rabies and may be destroyed by the city without further action or possibility of appeal. The owner or caretaker will be charged all fees and charges incurred as set forth in subsection 5-1-1E of this chapter and all costs incident to destruction of the dog. (Ord. 5204, 3-10-2014)

5-1B-10: IRRESPONSIBLE DOG OWNERS:

A. Any person who has been convicted of any violation of this article, or who has pled guilty, no contest, or the equivalent to such violation, at least two (2) times in any period of twelve (12) months shall be deemed an irresponsible dog owner and shall be prohibited from obtaining a license for any dog not already licensed by such person, and if such person is so convicted or so pleads a third time during a twelve (12) month period, the person shall forfeit all right to own or possess a dog in the city, at which time animal control shall be authorized to seize all dogs owned or possessed by such person and to dispose of the dogs by destruction or, in appropriate circumstances as determined by animal control, by sale or by donation to a suitable animal shelter or rescue organization. Violation of this subsection shall constitute a misdemeanor and be punishable by a fine of not less than an amount determined from time to time by resolution of the city council, or constitute a municipal infraction.

B. A person designated as an irresponsible dog owner who is not convicted or does not plead to a further violation of this article for a period of thirty six (36) months may apply to animal control to have the designation removed. The decision of animal control is appealable to the city council according to the appeal procedures set forth in section 5-1-13 of this chapter. (Ord. 5204, 3-10-2014)

5-1B-11: LANDLORD LIABILITY:

A. A landlord or its property manager that knowingly permits a tenant or occupant of its property to possess a dog in violation of section 5-1B-4, 5-1B-5 or 5-1B-10 of this article shall be guilty of a municipal infraction.

B. A landlord or its property manager shall not be guilty of a violation of subsection A of this section if it takes prompt action to notify the tenant or occupant that the dog must be permanently removed from the property within seven (7) days of notice as set forth in Iowa Code section 562A.27, and thereafter proceeds to terminate the lease and evict the tenant or occupant if the violation is not remedied.

C. Whenever animal control or the city clerk issues a notice, order or decision in connection with a violation of section 5-1B-4, 5-1B-5 or 5-1B-10 of this article to a person who is not the owner of the property, a copy of said notice, order or decision shall also be sent to the property owner at the tax statement address shown in the records of the county auditor. The failure of animal control or the city clerk to issue a copy of any notice, order or decision to the property owner, or the failure of the property owner to receive same, shall not be a defense to any violation of subsection A of this section. (Ord. 5204, 3-10-2014)

D. Landlords are responsible for any fees charged for removal of abandoned animals or animals left at a property due to eviction or a tenant's extended illness or death.

5-1B-12: ENFORCEMENT:

A. Failure To Comply:

1. Except as set forth in subsection 5-1B-7A of this article, if the city council affirms a notice or order of the animal control officer, the city council may also order in its written decision that the person or entity owning, sheltering, harboring or keeping such dangerous animal or regulated dog permanently remove such animal or dog from the city or destroy it; provided that dangerous dogs and vicious dogs must be destroyed and may not be removed. The decision and order shall immediately be served upon the person or entity against whom rendered in the same manner as the initial notice or order.

2. In any situation where permanent removal of an animal or dog from the city is permitted, the animal or dog will not be released to the owner or caretaker until the owner or caretaker executes a form provided by the city which includes the following: a) identifying information for the animal or dog, b) the location to which it will be removed, and c) the date of removal. The owner must also pay all fees and charges of impoundment, as set forth in subsection 5-1-1E of this chapter, before the animal or dog will be released and the bond, if any, lifted. If within seven (7) days after issuance of the order the owner or caretaker fails to complete the application for removal and pay such fees and charges, fails to petition the district court for review of the order, or otherwise fails to take action, then animal control shall cause the animal or dog to be destroyed in a humane manner.

3. If instead of removal the animal or dog is ordered destroyed by the city council and the owner fails to file a petition for review of the order with the district court within seven (7) days after its issuance, the animal or dog will be destroyed in a humane manner.

4. As an alternative to the destruction of an animal or dog it may, in appropriate circumstances as determined by animal control, be disposed of by sale or by donation to a suitable animal shelter or rescue organization.

B. Penalties:

1. Unless a different penalty is specifically prescribed by any section of this article, in which case such penalty shall apply, the failure to comply with an order of the city council issued pursuant to this article shall constitute a misdemeanor and be punishable by a fine of not less than an amount determined from time to time by resolution of the city council, or constitute a municipal infraction.

2. For purposes of determining the civil penalty applicable to subsequent municipal infraction offenses, any violation of this article that occurs after the first offense is a subsequent offense, even if the violations are of different provisions of this article. (Ord. 5204, 3-10-2014)

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5-1-1: ANIMALS AT LARGE:

A. Prohibited: No cattle, horses, mules, swine, sheep, goats, or any geese, ducks, turkeys, chickens or other animal or fowl (hereinafter referred to as animal) shall be allowed to run at large within the city, nor shall any animal be permitted to be staked or tied out to graze on or in front of any person's premises, without the consent of such person, nor shall any animal be permitted to be staked or tied out to graze in public streets, alleys or avenues of the city.

B. Violation: Any animal found in violation of the provisions of any of the subsections of this section by a sanitary inspector, animal control officer or any police officer of the city, or any other person, may be apprehended and impounded with the city, or an alternate pound or shelter designated by the city. It shall be unlawful for any person employed by the city, or any person employed by or connected with the animal pound or shelter or any society or organization operating or maintaining such pound or shelter under lease or contract with the city, to sell, give away or dispose of, through any pretext or by any device or means whatsoever, any animal impounded in such pound or shelter to any person, organization or research facility for the purpose of using such animal as food, unless such animal is of a type that is customarily used for food, or for the purpose of medical experimentation unless the research facility, person or organization desiring such animal for medical experimentation is duly approved and authorized by the state to conduct such experimentation, or for any other purpose except for pets and related activities.

C. Harboring: The harboring of any animal requires that the following guidelines be followed:

1. All such species must be restrained upon the owner's property and penned (housed or stabled) in such a manner that the animals will not place any person in fear of attack.

2. All animals that are included in this section shall be required to have adequate space as so designated by the zoning ordinance according to the size and needs of the various animals, and each animal shall be so restrained in an area to allow proper exercise for the particular species involved.

3. When the owner restrains (harbors) any animal in an area not adjoining the owner's residence, the owner shall post his name, address and phone number at the place where the animal is being restrained (harbored).

D. Registration: Any wild, nondomestic animals, reptiles or birds, in captivity in the metropolitan area of the city, except such animals that are within the city for the purposes of display by a show, act, carnival, zoo, circus or promotional agency, which are known to be dangerous, poisonous, vicious or ferocious, shall be registered with the following agencies of the city: the animal control officer, the police department and the Humane Society. If such animals are in the metropolitan area as part of a show, act, carnival, zoo, circus or promotional agency, then such group shall show adequate and ample restraints placed upon the animals as to protect the health and safety of the exposed public.

If such animal becomes at large within the city and poses a threat to the public, it shall be assumed that the owner has given consent to eliminate the animal with the cost to be borne by the owner. The mayor, the animal control officer or any police officer may order the elimination of such animal.

E. Fees And Charges: The owner or caretaker of an animal of any type that is restrained or impounded in accordance with the provisions of this chapter shall be liable to pay all costs of impoundment to the Humane Society. The costs of impoundment shall include all feed and boarding fees, tattoo or microchip implant fees, testing fees for rabies or other communicable diseases, fees for sedation and special handling, and charges for reasonable medical services,

equipment or supplies. In addition, the owner or caretaker shall pay to the Humane Society a redemption fee according to the Humane Society's fee schedule then in effect. When a dog or cat is returned to the owner or caretaker by animal control, the owner or caretaker shall pay a pick up fee in an amount determined from time to time by resolution of the city council. All fees or charges of any type or nature shall be paid in full at the time the animal is redeemed from the Humane Society or taken home by animal control. (Ord. 5204, 3-10-2014)

5-1-2: SWINE PROHIBITED; EXCEPTIONS:

A. No person shall keep or harbor any pigs or have any pigpens or pigsties within the city, except as follows:

1. Nothing contained in this section shall prevent the harboring and keeping of pigs and use of pig pens and sties in connection with a general farming operation on tracts of farmland of the size of forty (40) acres or greater.

2. Nothing herein contained shall prevent the keeping of pigs and use of pig pens and sties within the confines of any meatpacking plant where such pigs have been brought for butchering and processing.

3. Nothing herein contained shall prevent the keeping of pigs which are housed at the Sunrise Exchange Club Petting Zoo.

B. The provisions of this section shall be subject to the provisions of this code and other ordinances of the city relating to nuisances. (Ord. 5204, 3-10-2014)

5-1-3: USE OF TRANQUILIZER GUNS AND DRUGS:

A. The animal control officer, his agents or any police official shall be able to use a tranquilizer gun or any other drug to bring an animal at large under control.

B. In order to use a tranquilizer gun or other drugs, the animal must be at large and pose a threat or danger to the general public or to the city officer trying to bring the animal under control.

C. If it becomes necessary for the animal control department or the police department to use a tranquilizer gun or other drugs to bring an animal at large under control, the city shall not be held responsible for any damage done to the animal by the use of the tranquilizer gun or other drugs.

D. The owner of the animal that needs sedation to bring it under control shall pay for costs of the sedation and for the care and feeding while the animal is under control of the city or the Humane Society. (Ord. 5204, 3-10-2014)

5-1-4: DISPOSAL OF DEAD ANIMALS:

A person caring for or owning any animal that has died shall not allow the carcass to remain about his or her premises. Such carcass shall be disposed of within twenty four (24) hours after death. (Ord. 5204, 3-10-2014) Animal control shall charge a pick up fee in an amount determined from time to time by resolution of the city council.

5-1-4A: LANDLORD LIABILITY:

Landlords are responsible for any fees charged for removal of abandoned animals or animals left at a property due to eviction or a tenant's extended illness or death.

5-1-5: TRAPPING RESTRICTIONS:

No person shall set or use any steel, claw, leghold, conibear, snare or box trap outside of any structure or building for the purpose of taking, killing, maiming, wounding, ensnaring or capturing an animal or which is injurious to persons or animals, except for the following:

A. Any trapping by a governmental unit to capture animals which are creating a public nuisance or for the protection of public or property;

B. Licensed pest and rodent control persons in protection of private property;

C. During the season allowed by the state conservation commission for taking of furbearing animals on parcels of land privately owned of forty (40) acres or more, or public land controlled by a governmental agency issuing such rights to trapping;

D. Wire cage box traps may be used to remove nuisance pests from private property; said traps must be checked every ~~twelve (12) hours .~~ thirty (30) minutes.

E. Traps may be rented from animal control for a five (5) day period to remove nuisance pests, however, the trapper is required to transport dogs and/or cats to the Humane Society. The rental fee shall be an amount determined from time to time by resolution of the city council. Wildlife shall be transported, by the trapper, and released unharmed to an area outside Waterloo city limits.

F. A private property owner on his private property in order to control small rodents, such as gophers, moles and other similar animals. (Ord. 5204, 3-10-2014)

5-1-6: CRUELTY TO ANIMALS:

A. No theatrical exhibit, circus, animal act or show shall be held in which animals or fowl are encouraged or made to perform through the use of chemical, electrical or mechanical means or devices. If any person shall torture, torment, mutilate, cruelly beat or cruelly kill any animal or fowl, or unnecessarily fail to provide the same with adequate feed and water, shelter or protection from the weather, or cruelly abandon the same, or shall commit any other act of omission by which unjustifiable pain, distress, suffering or death is caused or permitted to any animal or fowl, whether the acts or omissions herein contemplated be committed either maliciously, willfully or negligently, and if any person shall knowingly permit such act or omission or shall cause or procure the same to be done, he shall be deemed guilty of a misdemeanor. (Ord. 5204, 3-10-2014)

B. When the temperature falls below thirty degrees Fahrenheit (30°F), with wind chill factor applied, or when the heat index is at least eighty-five degrees (85°), no animal may be restrained outdoors by tethering for more than fifteen (15) minutes without access to adequate food, adequate water, and an outdoor facility that provides adequate protection from the elements. In any circumstances, a tethered animal must have access to an outdoor facility that provides adequate protection from the elements. (Ord. 5204, 3-10-2014)

5-1-7: USE OF ANIMALS RESTRICTED:

A. Artificially Colored Animals; Sale: No chick, duckling, gosling or rabbit that has been dyed or otherwise colored artificially may be sold or offered for sale, raffled, offered or given as a prize, premium or advertising device, or displayed in any store, shop, carnival or other public place.

B. Use As Advertising Devices:

1. Chicks, ducklings and goslings, younger than four (4) weeks of age may not be sold or offered for sale, raffled or offered or given as a prize, premium or advertising device, in quantity of less than twelve (12) birds to an individual person unless sold by a person engaged in the business of selling chicks, ducklings and goslings for agricultural or wildlife purposes.

2. Stores, shops, vendors and others displaying chicks, ducklings or goslings to the public, shall provide and operate brooders or other heating devices that may be necessary to maintain the chicks, ducklings or goslings in good health, and shall keep adequate food and adequate water available to the birds at all times. (Ord. 5204, 3-10-2014)

5-1-8: SANITARY CONDITIONS MAINTAINED:

A. Sanitary Premises: It shall be unlawful for the owner, caretaker or person in charge of any dog, cat, horse or other animal to permit excrement or droppings from any of said animals to collect on the premises of said person causing odor or an unsanitary condition. Each owner, caretaker or person in charge of an animal shall prevent said animal from interfering with any neighboring residents' peaceful and quiet enjoyment of their property.

B. Owner To Clean Up Droppings: It shall be unlawful for any owner, caretaker or person in charge of a dog, cat, horse or other animal to fail to clean up and/or remove as soon as possible any excrement or droppings deposited by said dog, cat, horse or other animal on any real estate, whether privately owned or publicly owned, other than on the premises of the owner, caretaker or person in charge; provided, however, that the foregoing does not apply to excrement or droppings deposited by Waterloo police dogs or horses when police officers are using said dogs or horses for official police duties.

C. Confined Animal Waste Disposal Systems; Exterior Residential Use Only: Anyone who owns or otherwise cares for any animal in a residential zone, as defined in the Waterloo zoning ordinance, and who intends to install a confined waste system shall conform to all of the following requirements:

1. The confined waste system container (hereinafter "container") shall have a maximum volume of two and thirty six hundredths (2.36) cubic feet or seventeen and seventy two hundredths (17.72) gallons.

2. The container shall be placed in an area of the property not normally occupied or used for play or recreation, and the container shall be buried so that the lid remains exposed.

3. The container shall have a waterproof lid that shall remain closed at all times. The lid may be removed only when animal excrement or droppings are deposited or added. The lid shall, thereafter, be immediately replaced.

4. Lime or activated enzymes shall be added periodically to promote the continued decomposition of waste.

5. Enforcement of this subsection shall be by the Black Hawk County health department and/or the animal control officer, as designated by the city council. (Ord. 5204, 3-10-2014)

Moved from OUTDOOR FACILITIES: D. D. Drainage: A suitable method shall be provided to rapidly eliminate excess water from the living area of the animal.

5-1-9: OUTDOOR FACILITIES: Moved from 5-1A-1

A. Shelter From Sunlight: When sunlight is likely to cause overheating or discomfort, sufficient shade shall be provided to allow all any animal kept outdoors to protect itself from the direct rays of the sun.

B. Shelter From Rain Or Snow: Any animals kept outdoors shall be provided with access to shelter to allow them to remain dry during rain or snow.

C. Shelter From Cold Weather: Shelter must be provided for all animals kept outdoors when the atmospheric temperature falls below fifty degrees Fahrenheit (50°F). Sufficient clean bedding material or other means of protection from the weather elements shall be provided when the ambient temperature falls below that temperature to which the species is acclimated. Pet carriers, crates and pet taxis are not considered adequate shelter against the cold.

5-1-10: ANIMALS BITING PERSONS:

A. Duty To Report: It shall be the duty of the owner or caretaker of any dog, cat or any other animal which has bitten or attacked a person, or of any person having knowledge of such bite or attack, to report this act to the health department, police department or animal control. It shall be the duty of physicians or veterinarians to report to the health department the existence of any animal known or suspected to be suffering from rabies.

B. Confinement: When a member of the health department, police department, animal control or humane officer receives information that any person has been bitten or attacked by an animal, or that a dog, cat or other animal is suspected of having rabies, the official shall order the owner or caretaker to confine such animal in the manner and place the official directs. If the owner or caretaker fails to confine such animal in the manner directed, the animal shall be apprehended and impounded by such official, and after ten (10) days the animal may be humanely destroyed if it is not redeemed. Before such animal is returned to its owner or caretaker, all fees and charges of impoundment as set forth in subsection 5-1-1E of this chapter must be paid in full. (Ord. 5204, 3-10-2014)

5-1-11: NOISY OR ANNOYING ANIMALS:

It shall be unlawful for the owner or caretaker of a dog, cat or other animal to permit or allow said dog, cat or other animal to cause serious annoyance or disturbance to a person or persons by frequent and habitual howling, whining, yelping, barking or other vocal emittance to the unreasonable annoyance of others. After the first written warning, residents of at least three (3) neighboring households must sign a citation or a petition. If the party charged pleads not guilty, the signatories will be asked to appear in court to testify. Proof of ownership of a dog, cat or other animal shall constitute in evidence a prima facie presumption of permission of the owner in any proceedings charging any violation of this subsection. (Ord. 5204, 3-10-2014)

5-1-12: CHRONIC VIOLATORS:

A. If the owner or caretaker of a dog, cat or other animal is charged or cited, more than three (3) times in any period of twelve (12) months, with a violation of this chapter that requires a service call by animal control to a specific location, a nuisance is hereby declared to exist due to excessive service calls by animal control that place an undue and inappropriate burden on the taxpayers of the city, and said person shall be charged a nuisance service fee for subsequent responses involving the same person or his or her household. The fee shall be an amount determined from time to time by resolution of the city council. For hourly billing, any fraction of an hour is tabulated as a complete hour.

B. Written notice that a person is a chronic violator of this chapter shall be directed to such person, and such notice is appealable to the city council as set forth in section 5-1-13 of this chapter.

C. For any person whose status as a chronic violator is not overturned on appeal, any subsequent service fees chargeable to such person after the date of initial notice will be assessed against the person's property, as shown by the city's animal licensing or registration records, in the manner of a property tax if the service fees are not paid within thirty (30) days. (Ord. 5204, 3-10-2014)

5-1-13: ADMINISTRATIVE PROCEDURES:

A. Notice: Any notice or order issued under this chapter shall be in writing and shall be delivered either personally, by certified mail or by conspicuous posting on the entry door of the premises. A notice or order shall be deemed to have been delivered at the time of personal delivery, three (3) business days after the date of mailing, or one business day after posting.

B. Bonds: Any bond required by this chapter shall be in an amount totaling the current daily rate of impoundment at animal control multiplied by forty five (45) days, but not to exceed an amount determined from time to time by resolution of the city council. The bond may be filed as a cash bond or a surety bond executed by a solvent company authorized to do business in the state of Iowa and which is acceptable to the city. If the city council ultimately reverses the notice or order appealed from, all costs paid and any bond posted by the owner or caretaker shall be refunded. If the animal or dog is found to have been kept, harbored, or sheltered in violation of this chapter, any fees or charges incurred in caring for the animal or dog, as set forth in subsection 5-1-1E of this chapter, through the appeal process shall be charged against the bond, and the owner or caretaker shall be liable for any excess.

C. Appeal Procedure:

1. Any individual or entity desiring to appeal a notice or order issued by animal control may do so by filing a written appeal with the city clerk within seven (7) days after the date of delivery of such notice or order. The notice of appeal shall state the grounds for such appeal. In addition, a filing fee in an amount determined from time to time by resolution of the city council must also be paid to the city clerk for the appeal to be considered filed.

2. The hearing on the appeal shall be scheduled for a date within thirty (30) days of the receipt of notice of appeal and shall be scheduled for no more than thirty (30) minutes in length or such additional time as the city council in its discretion may deem necessary. If the appellant desires additional time, he or she must make application to the city council for an extension at least seven (7) days prior to the hearing. The appeal hearing shall be simple and informal, without regard to technicalities of procedure or rules regarding admissibility of evidence. The city council may consider any evidence it considers credible, including written summaries and other secondary sources, and give such weight to the evidence as it considers warranted. After such hearing, the city council by simple majority may affirm or reverse the finding or order of the animal control officer. Such determination shall be contained in a written decision and shall be filed with the city clerk within ten (10) days after the hearing, or any continued session thereof, and the city clerk shall deliver a copy of the decision to the appellant. (Ord. 5204, 3-10-2014)

5-1-14: ENFORCEMENT:

A. In addition to any police officer of this city, animal control officers shall have police powers in enforcement of this chapter; and no person shall interfere with, hinder, molest or abuse any such officer in the exercise of his or her powers. For the purpose of discharging the duties imposed by this chapter and to enforce its provisions, any officer is empowered to enter upon any premises upon which a dog, cat or other animal is kept or harbored and to demand proof by the owner or caretaker of such dog, cat or other animal that the animal is licensed and has had the proper rabies vaccination tag.

B. If a police officer or animal control officer shall find upon inspection of a private premises that a dog, cat or other animal has not received rabies shots, is not licensed, or has inadequate feed, water or shelter, the officer may remove said dog, cat or other animal to the city impoundment facility, with a veterinarian or at a kennel. Following impoundment, animal control shall give written notice to the owner, if known, within two (2) days. If the owner does not redeem the dog, cat or animal within five (5) days after the date of the notice, or if the owner is not known and animal control is not contacted by an owner or caretaker within three (3) days after impoundment, the animal may be humanely destroyed or, in appropriate circumstances as determined by animal control, may be disposed of by sale or by donation to a suitable animal shelter or rescue organization. Fees and charges of said removal and boarding of said animal, as set forth in subsection 5-1-1E of this chapter, shall be paid by the owner or caretaker of the dog, cat or other animal from whom it was taken. (Ord. 5204, 3-10-2014)

5-1-15: DEFINITIONS:

For purposes of this chapter, including each article under this chapter, unless the context indicates otherwise, the following words and phrases shall have the meanings respectively ascribed to them in this section:

ANIMAL CONTROL: The city department and its officers that have been appointed by the city council to enforce the animal control ordinances of the city, or another governmental agency or private party which the city council has appointed by contract for such purpose.

AT LARGE: An animal is at large if it is found within the city off the premises of its owner or caretaker, however, an animal will not be deemed at large if:

A. It is properly housed in a veterinary hospital, licensed kennel, pet shop, or animal shelter.

B. It is under the control of authorized public safety personnel.

C. It is under the control of a professional handler for special events including, but not limited to, 4-H events, school events, sanctioned pet or animal shows, training activities, or animal assisted therapy.

In addition, a dog or cat, properly licensed as required by article A of this chapter, will not be deemed at large if: a) it is restrained by a rope, leash, cord, chain, or restraining device not less than ten feet (10') in length, or is properly restrained within a motor vehicle or trailer, or b) it is within the fenced boundaries of an area designated by the city as a dog park and the owner or caretaker is present.

CARETAKER: Any person having possession of an animal, for a period of more than six (6) hours for any purpose, where the person in possession does not own the animal, other than a licensed veterinarian, animal behaviorist, animal shelter, or member of the owner's immediate family who resides in the same household as the owner.

OWNER: Any person owning, keeping or harboring an animal or fowl. (Ord. 5204, 3-10-2014)

ARTICLE A. DOGS AND CATS

SECTION:

5-1A-1: Definitions

5-1A-2: Licenses Required

5-1A-3: Exceptions To License Requirements

5-1A-4: Rabies Vaccination Required

5-1A-5: License Tags

5-1A-6: Prohibited Acts And Conditions

5-1A-7: Kennel Premises; Nonconforming Use

5-1A-8: Municipal Pound

5-1A-9: Impoundment Of Animals; Redemption

5-1A-10: Violation; Penalty

5-1A-1: DEFINITIONS:

As used in this article, unless the context indicates otherwise, the following words and phrases shall have the meanings respectively ascribed to them in this section. In addition, the words and phrases defined in section 5-1-15 of this chapter shall apply to the provisions of this article, to the extent applicable.

ADEQUATE FEED: The provision at suitable intervals of not more than twenty four (24) hours or longer if the dietary requirements of the species so require, of a quantity of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition in each animal. The foodstuff shall be served in a clean receptacle, dish or container.

ADEQUATE WATER: A supply of clean, fresh, potable water supplied in a sanitary manner at least twice daily at suitable intervals for the animal and not to exceed twelve (12) hours at any interval.

ANIMAL POUND OR SHELTER: A facility operated by the city for the purpose of impounding or harboring seized, stray, homeless, abandoned or unwanted dogs, cats or other animals; or a facility operated for such a purpose under a contract with the city.

BOARDING KENNEL: A place or establishment other than a pound or animal shelter where dogs or cats not owned by the proprietor are sheltered, fed and watered in return for a consideration.

COMMERCIAL BREEDER: A person engaged in the business of breeding dogs or cats, or both, for sale, whether or not such animals are raised, trained, groomed or boarded by such breeder.

COMMERCIAL KENNEL: A kennel which performs grooming or training services for dogs or cats, or both, and may or may not render boarding services in return for a consideration.

DEALER: Any person who is engaged in the business of buying for resale or selling or exchanging dogs or cats as a principal or agent, or who holds himself out to be so engaged.

HOUSING FACILITY: Any room, building or area used to contain a primary enclosure or enclosures.

KENNEL: An area of private property that is sheltered where dogs or cats are kept under constant restraint.

OUTDOOR FACILITIES: A. Shelter From Sunlight: When sunlight is likely to cause overheating or discomfort, sufficient shade shall be provided to allow all dogs or cats and any other animal kept outdoors to protect themselves from the direct rays of the sun.

B. Shelter From Rain Or Snow: Dogs, cats and other animals kept outdoors shall be provided with access to shelter to allow them to remain dry during rain or snow.

C. Shelter From Cold Weather: Shelter must be provided for all dogs or cats and any animals kept outdoors when the atmospheric temperature falls below fifty degrees Fahrenheit (50°F). Sufficient clean bedding material or other means of protection from the weather elements shall be provided when the ambient temperature falls below that temperature to which the species is acclimated. Pet carriers, crates and pet taxis are not considered adequate shelter against the cold.

D. Drainage: A suitable method shall be provided to rapidly eliminate excess water from the living area of the dog or cat or other animal.

E. Vehicles: Animals cannot be left in a vehicle, on a vehicle, or tethered to a vehicle for a length of time that could result in danger to or death of an animal, when the atmospheric temperature falls below fifty degrees Fahrenheit (50°F) and/or when the heat index reaches seventy-five degrees Fahrenheit (75°F). If the animal control officer determines that such an animal is in immediate danger, the animal control officer or designee may remove the animal by whatever means is necessary without liability, for the purpose of taking the animal in for protective custody. Redemption of any animal taken into custody shall require payment of all fees and charges as set forth in subsection 5-1-1E of this chapter within the applicable time allowed by this chapter or by order of animal control or the city council.

PET SHOP: An establishment where any dog, cat or other animal or fowl, or other vertebrate animal is sold, exchanged or offered for sale to the general public.

PRIMARY ENCLOSURE: Any structure used to immediately restrict an animal to a limited amount of space, such as a room, pen, cage or compartment.

RESEARCH FACILITY: Any school or college of medicine, veterinary medicine, pharmacy, dentistry or osteopathy, or hospital, diagnostic or research laboratories, or other educational or scientific establishment situated in this state concerned with the investigation of, or instruction concerning the structure or function of, living organisms, the cause, prevention, control or cure of diseases or abnormal conditions of human beings or animals.

SERVICE ANIMAL: Any guide dog, signal dog, or other animal individually trained to provide assistance to a person with a disability or that serves public health, safety and law enforcement personnel, as well as any dog enrolled in a recognized formal training program for those types of services.

TRANQUILIZE: To temporarily sedate any animal for gaining control. (Ord. 5204, 3-10-2014)

5-1A-2: LICENSES REQUIRED:

A. Annual License: The owner of all dogs and cats six (6) months old or older, whether service animals or otherwise, shall annually obtain a license therefor as hereinafter provided.

B. Application By Owner: The owner of a dog or cat, for which a license is required, shall on or before January 1 of each year apply to the city clerk for a license for each dog or cat owned by said owner. Such application or license may be made after January 1, and at any time, for a dog or cat which has come into the possession or ownership of the applicant, or which has reached the age of six (6) months after said date.

C. Form Of Application: Subject application shall be in writing on blanks provided by the city clerk, and shall state the breed, sex, age, color, markings and name, if any, of the dog or cat, and the address of the owner and be signed by said owner. Such application shall also state the date of the most recent rabies vaccination, the type of vaccine administered and the date the dog or cat shall be revaccinated.

D. License Fees:

1. The annual license fee for each dog or cat shall be determined from time to time by resolution of the city council. Fees shall be paid by March 31 or within ninety (90) days after the date on which any dog or cat that is not licensed first becomes subject to licensure under subsection B of this section. Any fee not paid by the due date shall increase to an amount determined from time to time by resolution of the city council.

2. Duplicate licenses shall be issued at a cost determined from time to time by resolution of the city council.

3. The city license fee shall be waived for all dogs or cats if the owner of said dogs or cats has a valid license issued by the state of Iowa that allows the keeping of such animals.

4. The owner of all dogs or cats six (6) months old or older must comply with all the provisions of this article, including, but not limited to, the obtaining of rabies vaccination and license tag, even if the license fee has been waived. A written certificate from a licensed veterinarian shall be required to prove that a dog or cat is incapable of breeding and has been vaccinated for rabies.

E. Term Of License: All licenses shall expire on January 1 of the year following the date of issuance, and a license tag issued for one dog or cat shall not be transferable to another dog or cat.

F. Transfer Or Change Of Ownership: When the permanent ownership of a dog or cat is transferred, the license for the same may be transferred by the city clerk by the notation on the license record giving name and address of the new owner.

G. Implied Consent: The application for and the receipt of a license as required herein shall include an implied consent by the owner to permit an inspection of both real and personal property under his control for the purpose of carrying out the provisions of this article, including inspection for cruelty to animals or an inspection of sanitary conditions.

H. Delinquent Licenses: All license fees for dogs or cats become delinquent on April 1 in the year in which they are due and payable, and a penalty shall be added to each unpaid license on or after said date in the like amount of the annual license fee as hereinbefore set out in subsection D of this section. (Ord. 5204, 3-10-2014)

5-1A-3: EXCEPTIONS TO LICENSE REQUIREMENTS:

The foregoing requirements for licenses for dogs or cats shall not apply to dogs or cats that are under the control of the owners or handlers while in transit or to be exhibited or to nonresidents of the city if they are in the state for less than thirty (30) days or which are assigned to a research institution or like facility. The license fee shall be waived for all dogs or cats if the owner of said dogs or cats has a valid state license for said dogs or cats. (Ord. 5204, 3-10-2014)

5-1A-4: RABIES VACCINATION REQUIRED:

A. Required: Every owner of a dog or cat shall obtain a rabies vaccination for such animal. It shall be unlawful for any person to own or have a dog in his possession six (6) months of age or over which has not been vaccinated against rabies.

B. Type Of Vaccine: The rabies vaccination required by subsection A of this section shall be an injection of antirabies vaccine approved by the Iowa state department of agriculture, and the frequency of revaccination necessary for approved vaccination shall be as established by subject department. The vaccine shall be administered by a licensed veterinarian and shall be given as approved by the Iowa state department of agriculture. Evidence of said rabies vaccination shall be a certificate of vaccination signed by a licensed veterinarian, and the certificate shall show that the vaccination does not expire within six (6) months from the effective date of the dog or cat license. (Ord. 5204, 3-10-2014)

5-1A-5: LICENSE TAGS:

A. Required: The city clerk, Animal Control officers and Humane Society shall, upon receipt of application, payment of license fee and proof of rabies vaccination, provide to the applicant a license which shall be in the form of a metal tag.

B. Use Of License Tag: Said license tag shall be attached by the owner of a dog or cat to a substantial collar or harness and during the term of license shall be at all times kept on the dog or cat for which the license is issued. On the expiration of the license, the owner shall remove said tag from the dog or cat. (Ord. 5204, 3-10-2014)

5-1A-6: PROHIBITED ACTS AND CONDITIONS:

A. At Large: It shall be unlawful for the owner or caretaker of a dog or cat to permit or allow such dog or cat to be at large. Any dog or cat found at large shall be presumed to be so with the permission of its owner or caretaker, and proof of ownership and that said dog or cat was at large shall constitute in evidence a prima facie presumption in any proceeding charging any violation of this subsection. As to any dog at large under the circumstances described in section 5-1B-9 of this chapter, violation of this subsection shall constitute a misdemeanor and be punishable by a fine of not less than an amount determined from time to time by resolution of the city council, or constitute a municipal infraction. For purposes of determining the civil penalty applicable to subsequent municipal infraction offenses, any violation of this subsection that occurs after the first offense is a subsequent offense.

B. Dogs Or Cats Attacking, Causing Damage Or Injury:

1. It shall be unlawful for the owner or caretaker of a dog or cat to permit such dog or cat to attack persons or domestic animals or to destroy property, or to permit such dog or cat to place persons in reasonable fear of attack or injury. Proof of ownership of a dog or cat and that said dog or cat did attack persons or domestic animals, destroy property, or place persons in reasonable fear of attack or injury shall constitute in evidence a prima facie presumption of permission of the owner or caretaker in any proceeding charging violation of this subsection.

2. Animal control shall have discretion about whether to charge a violation of this subsection, depending on the particular circumstances and whether the animal constitutes a risk of attacking again, and in exercising such discretion animal control may be aided by the professional opinion of a veterinarian or trained animal behaviorist. If a decision is made to charge a violation concerning a dog, then animal control will classify the dog as potentially dangerous, dangerous or vicious pursuant to article B of this chapter and will provide written notice of same to the owner or caretaker.

3. The owner or caretaker of a dog that has attacked must produce the dog to animal control for rabies testing, at the cost of the owner or caretaker. If the dog is not produced, it may be seized and the owner or caretaker will be guilty of a municipal infraction.

C. Female Dogs Or Cats In Heat: The owner or caretaker of any female dog or cat in heat shall confine said female dog or cat in a building, or keep the same in his or her presence so that the said female dog or cat cannot come into contact with another animal except for planned breeding.

D. Feeding Feral Cats: It shall be unlawful for any person to feed any cat that is at large without a collar, license tag, or imbedded ownership chip, except for a person who does so as an authorized participant in a city sponsored program to trap, neuter and release such cats.

E. Litters: It shall be unlawful for any person who does not possess a commercial breeder license or permit issued by the state of Iowa or the federal government to keep, shelter, or harbor a female dog or a female cat with its litter that at any time exceeds two (2) offspring, unless the person registers the litter with animal control within five (5) days of birth or acquisition and pays a registration fee in an amount determined from time to time by resolution of the city council. Animal control may seize the entire litter and the mother that are in the possession of any person violating this paragraph, and the person shall be guilty of a municipal infraction. (Ord. 5204, 3-10-2014)

5-1A-7: KENNEL PREMISES; NONCONFORMING USE:

Any premises declared by this article to be a kennel that is not located in a properly zoned district under the provisions of the Waterloo zoning ordinance, is hereby declared to be a nonconforming use. Said use of a premises as a kennel shall not be enlarged, extended, reconstructed, substituted or structurally altered except when required by law, nor shall the number of dogs or cats over six (6) months of age be increased. Whenever a dog or cat, owned or kept on a premises declared by this article to be a kennel, dies or is sold or is given away, said dog or cat shall not be replaced until such time as the use of said premises is no longer a kennel and a nonconforming use as defined by this section. In addition, in the event that the use of a premises as a kennel is discontinued for a period of one year, use of the same shall conform thereafter to the uses permitted in the zoning district in which it is located. (Ord. 5204, 3-10-2014)

5-1A-8: MUNICIPAL POUND:

A. City May Establish: The city may establish and maintain a municipal animal pound or shelter to be conducted and operated by the city. It shall be the duty of the authorized persons appointed by the city to supervise and control such pound or shelter, to cause it to be kept in a sanitary condition and free from offensive odors, to provide adequate and wholesome food for animals impounded therein, to provide careful and humane treatment toward such animals, to isolate diseased animals, and to provide for humane destruction of animals when necessary.

B. Contract For Care: In lieu of the establishment and maintenance of animal pounds, the city may contract with any incorporated society or association for the prevention of cruelty to

animals for the collection and protection of licensed or unlicensed dogs, cats and other animals, for the maintenance of a shelter or pound for licensed or unlicensed dogs, cats or other animals, for the collection of dogs or cats, or other animals "at large" as herein defined, for the destruction or other disposition of seized dogs or cats, or other animals, not redeemed as provided by this article, for the disposal of dead animals, and to assist in the collection of licenses upon dogs and cats. (Ord. 5204, 3-10-2014)

5-1A-9: IMPOUNDMENT OF ANIMALS; REDEMPTION:

A. Apprehension And Impoundment: Any dog or cat found running at large, whether or not wearing a license tag and valid rabies vaccination tag, may be apprehended and impounded. If the owner does not redeem the dog or cat within five (5) days after the date of notice, or if an animal without identification is not redeemed within three (3) days after impoundment, the dog or cat may be humanely destroyed or, in appropriate circumstances as determined by animal control, may be disposed of by sale or by donation to a suitable animal shelter or rescue organization.

B. Permanent Identification: Each dog apprehended after being found at large, and each dog confined pursuant to subsection 5-1-10B of this chapter, shall be assigned a registration number by animal control or its designee. If a registration number has not previously been affixed to the dog by permanent microchip implant, tattoo or some other permanent means, then before the dog is released to its owner or caretaker the registration number shall be so affixed by a licensed veterinarian or other person acceptable to the city, at the expense of the owner or caretaker. If multiple forms of identification are available, the owner or caretaker may select the type to be used. No person shall remove or alter such identification once it is affixed.

C. Spay/Neuter: An owner or caretaker of a dog or cat apprehended after being found at large for the third (3rd) time in a calendar year will be notified that the animal will be spayed or neutered before being redeemed. ~~within thirty (30) days after redemption and provide documentary proof of same to animal control within ten (10) days after the procedure. If the owner or caretaker fails to spay or neuter the animal, then animal control may seize it and, in appropriate circumstances as determined by animal control, the animal may be destroyed or disposed of by sale or by donation to a suitable animal shelter or rescue organization.~~

D. Redemption Of Animal: Unless the animal is to be destroyed by order of animal control, or unless the animal is being tested for rabies or other communicable diseases, any dog or cat that was impounded may be redeemed by the owner or caretaker thereof upon payment of all fees and charges as set forth in subsection 5-1-1E of this chapter within the applicable time allowed by this chapter or by order of animal control or the city council. (Ord. 5204, 3-10-2014)

5-1A-10: VIOLATION; PENALTY:

Unless any section of this article prescribes a different penalty, any person violating any provision of this article shall be deemed guilty of a municipal infraction. The court may grant any other appropriate alternative relief. (Ord. 5204, 3-10-2014)

ARTICLE B. DANGEROUS ANIMALS AND REGULATED DOGS

SECTION:

5-1B-1: Definitions

5-1B-2: Keeping Of Dangerous Animals Prohibited; Exceptions

5-1B-3: Regulations On Keeping Dangerous Animals

5-1B-4: Prohibitions On Possession Of Animals

5-1B-5: Regulated Dogs

5-1B-6: Guard Dogs

5-1B-7: Registration Of Regulated Dogs

5-1B-8: Tethering Of Dogs

5-1B-9: Dog Attacks

5-1B-10: Irresponsible Dog Owners

5-1B-11: Landlord Liability

5-1B-12: Enforcement

5-1B-1: DEFINITIONS:

As used in this article, unless the context indicates otherwise, the following words and phrases shall have the meanings respectively ascribed to them in this section. In addition, the words and phrases defined in sections 5-1-15 and 5-1A-1 of this chapter shall apply to the provisions of this article, to the extent applicable.

DANGEROUS ANIMAL: A. Any animal or species of animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among human beings or domestic animals and having tendencies as a species to do so.

B. Any animal declared to be dangerous by the city council or an animal control officer.

C. The following animals or species of animals shall be deemed dangerous per se:

1. All felids, except Felis domestica (domestic cats).
2. All ursids (bears).
3. All canids, except Canis familiaris (dogs).
4. All nonhuman primates.
5. All crocodilians.
6. All venomous and constricting snakes.
7. All venomous reptiles.

8. All venomous arachnids.

9. All mustelids, except domestic ferrets.

D. In addition to the exceptions stated in subsection C of this definition, the following animals shall not be considered dangerous animals, but nonetheless may be subject to applicable zoning requirements:

1. Animals kept for farming purposes, including, but not limited to, cattle, bison, pigs, horses, poultry, ostriches, emus, goats, sheep, antelope, llamas, and alpacas.

2. Constricting snakes whose adult length is less than six feet (6'), and specifically limited to corn snakes, king snakes, garter snakes, ribbon snakes, rat snakes, milk snakes, rosy boas, and ball pythons.

3. Hamsters, gerbils, guinea pigs, domestic rabbits, and domestic rats.

DANGEROUS DOG: A. Any dog which bites or attacks a person or other domestic animal without provocation and causes injury not severe enough to result in a broken bone or a laceration requiring multiple sutures, or any dog that according to available records has committed such acts.

B. Notwithstanding subsection A of this definition, a dog shall not be deemed a dangerous dog in the following circumstances:

1. Where the dog is used by a law enforcement official for approved law enforcement purposes.

2. Where the threat or injury was sustained by a person who was committing a wilful trespass upon the premises lawfully occupied by the owner or caretaker of the dog, and the dog was properly confined or tethered as required by this chapter.

3. Where the threat or injury was sustained by a person who was committing or attempting to commit a crime on the property of the owner or caretaker of the dog, or by a person who was attacking the owner or caretaker of the dog.

4. Where the threat or injury was sustained by a person due to the person torturing, tormenting, abusing, or assaulting the dog, or intentionally inflicting pain on the dog without lawful justification, or by a person in the process of treating or rendering aid to a previously injured animal.

5. Where the dog was protecting itself or its young.

6. Where the threat or injury was sustained by a domestic animal that was at large and entered a confined area of the dog.

GUARD DOG: Any dog trained or used to protect persons or property by attacking or threatening to attack any person found within the area patrolled by the dog and that is either securely enclosed within that area at all times or under the continuous control of a trained handler.

POTENTIALLY DANGEROUS DOG: Any dog with a tendency or disposition to bite or attack unprovoked, to otherwise endanger the safety of humans or other domestic animals, or that chases or approaches a person or other domestic animal without provocation while off its owner's or caretaker's property in a menacing fashion or apparent attitude of attack, if the owner

of such dog is convicted or pleads guilty, no contest, or the equivalent to a violation of subsection 5-1A-6B of this chapter based on fear of attack or injury.

REGULATED DOG: Any dog that is a "potentially dangerous dog", "dangerous dog", or "vicious dog" as defined by this article.

VICIOUS DOG: A. Any dog which bites or attacks a person or other domestic animal without provocation and causes injury that results in one or more broken bones or a laceration requiring multiple sutures, or any dog that according to available records has committed such acts.

B. Any dog that kills a person or other domestic animal without provocation while off the property of its owner or caretaker.

C. Notwithstanding subsections A and B of this definition, a dog shall not be deemed a vicious dog under the same circumstances in which a dog would not be deemed a dangerous dog as set forth under the definition of a "dangerous dog". (Ord. 5204, 3-10-2014)

5-1B-2: KEEPING OF DANGEROUS ANIMALS PROHIBITED; EXCEPTIONS:

A. No person shall keep, shelter, or harbor as a pet, guard, or for other purpose, within the city, a "dangerous animal" as defined in this article, except as provided in subsection B of this section or in section 5-1B-3 of this article.

B. The prohibition contained in subsection A of this section shall not apply to the secure keeping of dangerous animals in the following circumstances:

1. In a bona fide, licensed veterinary hospital for treatment.

2. Under the jurisdiction of and in the possession of the natural resources commission, pursuant to Iowa Code chapters 481A and 481B.

3. At the Cedar Bend Humane Society.

4. In a public zoo, bona fide educational or medical institute or museum where they are kept as live specimens for public viewing or for purposes of research, study or instruction.

5. For purposes of bona fide religious practice or ritual.

6. For exhibition to the public by a traveling circus, carnival, exhibit or show that is duly licensed by the city. (Ord. 5204, 3-10-2014)

5-1B-3: REGULATIONS ON KEEPING DANGEROUS ANIMALS:

A. Report Required; Information: Every person owning, keeping, sheltering or harboring a dangerous animal pursuant to subsection 5-1B-2B of this article shall report such fact, in writing, to the animal control officer, together with the following information:

1. The species name of each animal;

2. The number of such animals of each such species kept on the premises;

3. A physical description of each such animal, including any pet names to which it might respond;

4. The location of such animal or animals within the city, including the location of the cage or place of confinement upon or in the premises wherein the animal or animals are kept;

5. In the case of poisonous dangerous animals, the location of the nearest source of antivenom for that species; and

6. The specific purpose for which the animal is kept and any use that will be made of the animal.

B. Confinement Required: Every person keeping, sheltering or harboring a dangerous animal shall at all times keep such animal securely confined within a cage or enclosure.

C. Poisonous Animals; Antivenin Kept: Every person owning, keeping, or harboring a poisonous dangerous animal shall be required to keep ten (10) doses of antivenom on hand and current at all times.

D. Transporting Dangerous Animals: No person owning, keeping, sheltering or harboring a dangerous animal shall permit or allow such animal to enter upon or traverse any public property, park property, public right of way or other property of another, except when such animal is being transported while caged or confined.

E. Escape: It shall be the responsibility of the owner or caretaker to notify animal control immediately in the event that a dangerous animal has escaped and is at large.

F. At Large: In the event that a dangerous animal is found at large and unattended upon public property, park property, public right of way, or the property of someone other than its owner or caretaker, thereby creating a hazard to life or property, such animal may, in the discretion of the animal control officer, be destroyed if it cannot be confined or captured. The city shall be under no duty to attempt the confinement or capture of a dangerous animal found at large, nor shall it have a duty to notify the owner or caretaker of such animal prior to its destruction.

G. Order To Remove: In the event the animal control officer determines that a dangerous animal is being kept, sheltered or harbored by any person or entity in violation of the provisions of this article, the animal control officer may, in his or her discretion, have such person or entity prosecuted for such violation, and he or she may order such person or entity to remove such dangerous animal from the city or destroy it. Such order shall be contained in a notice to remove the dangerous animal, which notice shall be given in writing, directed to such person or entity.

H. Appeal Procedure; Compliance With Order: Any person or entity desiring to appeal an order issued by the animal control officer pursuant to subsection G of this section shall follow the appeal procedures of section 5-1-13 of this chapter. If the city council affirms the action of the animal control officer, the provisions of section 5-1-13 of this article shall apply. (Ord. 5204, 3-10-2014)

5-1B-4: PROHIBITIONS ON POSSESSION OF ANIMALS:

A. Persons Convicted Under State Law On Animal Contest Events: Any person who has been convicted of, or has pled guilty, no contest, or the equivalent to, an offense under Iowa Code 717D.2 shall be prohibited from owning, keeping, sheltering, or harboring within the city limits any animal of the same type (e.g., dog, rooster, etc.) involved in or at issue in such offense. Violation of this subsection shall constitute a misdemeanor and be punishable by a fine of not less than an amount determined from time to time by resolution of the city council, or constitute a municipal infraction.

B. Violation Registry: Animal control shall keep a registry of names and addresses of individuals with convictions for violating Iowa Code 717D.2 and section 5-1B-5 or 5-1B-7 of this article. Any individual on this registry is subject to the restrictions on ownership found in this article, regardless of whether the individual changes addresses or moves to a different residence. An individual will be in violation hereof if the prohibited animal is found in their

residence regardless of any claim that the animal belongs to someone else occupying the residence.

C. Notice Of Violation; Confinement: In the event an animal control officer determines that an animal is being kept, sheltered or harbored by any person or entity in violation of the provisions of this section or section 5-1B-10 of this article, which determination may be based on direct observation or on a preponderance of credible evidence (such as photographs, witness affidavits, or other physical evidence), the animal control officer shall have such person or entity prosecuted for such violation and shall take the animal into custody at the expense of the owner or caretaker at a city impoundment facility, with a veterinarian or at a kennel until such time as the owner or caretaker agrees in writing to remove or destroy the animal or the city council has ruled on an appeal of the violation finding. After making a finding that an animal is being kept, sheltered, or harbored in violation of this article, animal control shall issue a written notice of violation, directed to such person or entity.

D. Appeal Procedure; Compliance With Order: Any individual or entity desiring to appeal an order issued by the animal control officer pursuant to subsection C of this section shall follow the appeal procedures of section 5-1-13 of this chapter. The appeal cannot be filed until all costs incurred to date in caring and providing for the animal, as set forth in subsection 5-1-1E of this chapter, are paid and a bond is posted with the city clerk. If the city council affirms the action of the animal control officer, the provisions of section 5-1-13 of this article shall apply. (Ord. 5204, 3-10-2014)

5-1B-5: REGULATED DOGS:

A. Applicability: The provisions of this section apply to adult dogs only, which shall mean any dog over the age of six (6) months.

B. Keeping Prohibited: No person shall keep, shelter or harbor as a pet, within the city, a "regulated dog" as defined in section 5-1B-1 of this article, except as expressly permitted by this article.

C. Regulated Dogs At Large: In the event that a dangerous dog or a vicious dog is found at large and unattended upon public property, park property, public right of way, or the property of someone other than its owner or caretaker, thereby creating a hazard to life or property, such dog may, in the discretion of the animal control officer, be destroyed if it cannot be captured and confined. The city shall be under no duty to attempt the confinement or capture of a dangerous dog or vicious dog found at large, nor shall it have a duty to notify the owner of such dog prior to its destruction.

D. Notice Of Violation; Confinement: If the animal control officer determines that a regulated dog is being kept, sheltered or harbored by any person or entity in violation of the provisions of this article, which determination may be based on direct observation or on a preponderance of credible evidence (such as photographs, witness affidavits, or other physical evidence) that the dog qualifies as a "regulated dog" as defined by this article, the animal control officer may, in his or her discretion, have such person or entity prosecuted for such violation. After making a finding that the dog is a regulated dog, animal control shall issue a written notice of violation, directed to such person or entity. At the time such notice is issued, the dog shall be taken into the custody of animal control and confined at the expense of the owner or caretaker at the city impoundment facility, with a veterinarian or at a kennel. Within seven (7) days after delivery of the notice of violation or, if appealed, within seven (7) days after the city council has ruled on the regulated dog finding, the owner or caretaker may redeem the dog or, if it is a potentially dangerous dog, agree in writing to permanently remove the dog from the city. The owner or caretaker of any regulated dog that is redeemed must comply with the provisions of section 5-

1B-7 of this article. If the owner or caretaker fails to take all steps necessary to timely perfect an appeal or fails to timely satisfy the requirements for removal or redemption, the dog may be destroyed in a humane manner, and the fees and charges of impoundment, as set forth in subsection 5-1-1E of this chapter, and with destruction of the dog shall be charged against the owner or caretaker.

E. Appeal Procedure; Compliance With Order: Any person or entity desiring to appeal an order issued by the animal control officer pursuant to subsection D of this section shall follow the appeal procedures of section 5-1-13 of this chapter. The appeal cannot be filed until all costs incurred to date in caring and providing for the dog, as set forth in subsection 5-1-1E of this chapter, are paid and a bond is posted with the city clerk. If the city council affirms the action of the animal control officer, the provisions of section 5-1B-12 of this article shall apply.

F. Permanent Identification Required: A dog found to be a potentially dangerous dog, dangerous dog or vicious dog by an animal control officer, regardless of the outcome of any appeal, shall be assigned a registration number by animal control prior to the dog being released to its owner or caretaker, which shall be affixed to the dog by permanent microchip implant, tattoo or some other permanent means, by a licensed veterinarian or other person acceptable to the city, at the expense of the owner or caretaker. If multiple forms of identification are available, the owner or caretaker may select the type to be used. No person shall remove or alter such identification once it is affixed.

G. Destruction Of Regulated Dogs Not Permanently Removed Or Destroyed: If a regulated dog is required to be removed from the city under this section and the dog is subsequently found within city limits following the date the owner or caretaker agreed to removal, the failure to permanently remove will constitute a separate and independent violation of this section. In addition, if such dog is a dangerous dog or vicious dog it may be destroyed by the city without further action or possibility of appeal, and the costs of such destruction will be charged against the party prosecuted for the offense.

H. Dog Found Potentially Dangerous, Dangerous Or Vicious By Another Jurisdiction: A dog found within city limits which has previously been determined to be potentially dangerous, dangerous, vicious or a threat to the health or safety of humans or other domestic animals by court order or by any other city, county or state whose laws or regulations are substantially similar to those of this chapter shall automatically be deemed to be a potentially dangerous, dangerous or vicious dog, as appropriate, pursuant to this article, and the person or entity keeping, sheltering, or harboring it shall be issued a notice of violation pursuant to subsection D of this section. Any such dog will be impounded. Within seven (7) days after delivery of the notice of violation or, if appealed, within seven (7) days after the city council has ruled on the regulated dog finding, the owner or caretaker may agree in writing to permanently remove the dog from the city if it is potentially dangerous. If the owner or caretaker fails to take all steps necessary to timely perfect an appeal or fails to timely satisfy the requirements for removal, or if the dog is dangerous or vicious, the dog may be destroyed in a humane manner, and the fees and charges of impoundment, as set forth in subsection 5-1-1E of this chapter, and with destruction of the dog shall be charged against the owner or caretaker. (Ord. 5204, 3-10-2014)

5-1B-6: GUARD DOGS:

The prohibition contained in this article shall not apply to keeping of guard dogs; provided, however, that guard dogs must be kept within a structure or a fenced enclosure at all times, and any guard dog found at large may be processed as a dangerous dog or vicious dog pursuant to the provisions of this article. A limit of one guard dog is permitted for each residential premises and two (2) guard dogs for each nonresidential premises. Any premises guarded by a guard dog

shall be prominently posted with a sign containing the wording "guard dog" or words of similar import, and the owner or caretaker of such premises shall inform animal control and the police department, in writing, that a guard dog is on duty at the premises. It shall be the owner's or caretaker's responsibility to notify animal control immediately when a guard dog has escaped and is running at large. The provisions of subsections 5-1B-7A through F, H and I of this article shall apply to the registration of guard dogs. (Ord. 5204, 3-10-2014)

5-1B-7: REGISTRATION OF REGULATED DOGS:

A. Registration Requirement; Penalty For Failure To Register: If animal control determines that a dog may be classified as a regulated dog, the dog cannot be owned, sheltered, housed, harbored, kept, or maintained within the city limits of Waterloo unless the owner or possessor completes a registration with animal control and receives a registration certificate authorizing ownership or possession of the dog. Animal control shall notify the owner or possessor in writing that the dog is either potentially dangerous, dangerous, or vicious. Within seven (7) days following the date that animal control delivers notice to the owner or caretaker that the dog is regulated, the owner or caretaker of the dog must obtain the registration certificate or file an appeal of such determination pursuant to subsection M of this section. Any person found to own, shelter, house, harbor, keep, or maintain a regulated dog who has failed to register said dog or failed to file a timely appeal will be subject to an administrative penalty and/or a municipal infraction violation punishable by a civil penalty, with such penalties to be determined from time to time by resolution of the city council. In addition, the registration fee will be increased to an amount determined from time to time by resolution of the city council, and animal control will impound the animal. The owner or caretaker may register the dog within seven (7) days following impoundment and obtain release of the dog if the required registration fee, administrative penalty, and all fees and charges of impoundment, as set forth in subsection 5-1-1E of this chapter, are paid. If the owner or possessor does not timely complete the registration process or file an appeal, the dog may be destroyed in a humane manner and all fees and charges associated with impoundment, as set forth in subsection 5-1-1E of this chapter, and destruction of the dog shall be charged against the owner or caretaker. Registration under this section is in addition to any licensing requirements set forth in article A of this chapter.

B. Registration Form: An owner or caretaker of a dog determined to be potentially dangerous, dangerous or vicious by animal control must execute a registration form with animal control which includes the following information:

1. Name, address, and telephone number of the owner or caretaker, including proof that the owner or caretaker is over the age of eighteen (18) years;

2. Name and detailed physical description of the regulated dog;

3. A photograph of the dog taken by animal control;

4. Registration number assigned by animal control to the dog;

5. Veterinarian information for the dog;

6. Proof of a current rabies vaccination number and expiration date (a copy of which must be retained by animal control);

7. City license number (a copy of which must be retained by animal control);

8. Microchip or tattoo number as provided by subsection D of this section;

9. Detailed description of the incident or incidents leading animal control to classify the dog as regulated; and

10. Sufficient proof that the applicant has proper facilities where the animal can safely be kept to prevent it from getting loose ("proper facilities" means secure confinement indoors or secure outdoor confinement in a locked pen or structure at least 6 feet in width, 12 feet in length, and 6 feet in height, which is capped and has solid flooring to prevent the dog from digging out).

C. Registration Fee And Proof Of Insurance: In addition to completion of the registration form, an owner or caretaker of a regulated dog must pay a registration fee in an amount determined from time to time by resolution of the city council to register the dog with animal control and provide proof of liability insurance to animal control totaling a minimum of three hundred thousand dollars ($300,000.00) which will provide coverage for injuries, damages or loss that may be caused by the animal. Failure to pay the registration fee or to provide proof of insurance will result in denial of registration.

D. Permanent Identification: The registration number assigned by animal control under this section shall be affixed to the regulated dog by permanent microchip implant or tattoo by a licensed veterinarian or other person acceptable to the city, at the applicant's expense. No person shall remove or alter such identification once it is affixed.

E. Issuance Of Registration Certificate: If all requirements of this section are met, the applicant will be issued a registration certificate entitling them to own, maintain, possess, or shelter the regulated dog within city limits.

F. Prohibition On Registration For Owners With Prior Convictions: An applicant who has previously been convicted of, or has pled guilty, no contest, or the equivalent to, an offense under Iowa Code 717D.2, who has been convicted of a violation of section 5-1B-5 of this article, or who has pled guilty, no contest, or the equivalent with respect to any such offense or violation, shall not be permitted to register a dog under this section.

G. Exception For Veterinarians And Shelters: The provisions of this section will not apply to any licensed veterinarian or animal shelter providing services in such capacity.

H. Renewal Of Registration: A registration certificate issued pursuant to this section must be renewed annually. The owner or caretaker of the regulated dog may renew the certificate for an additional twelve (12) months following expiration of the current registration certificate, provided that he or she pays the registration fee in an amount determined from time to time by resolution of the city council, provides proof of current insurance, and updates any registration information previously provided.

I. Additional Notification Responsibilities:

1. An owner or caretaker of a dog registered as potentially dangerous, dangerous or vicious must contact animal control immediately if the dog is loose or not confined, has attacked another domestic animal, or has attacked a human being.

2. An owner or caretaker of a dog registered as potentially dangerous, dangerous or vicious must contact animal control within forty eight (48) hours of the dog's death. Documentation from a veterinarian or physical proof that the dog is deceased will need to be provided to animal control.

3. An owner or caretaker of a dog registered as potentially dangerous, dangerous or vicious must contact animal control within forty eight (48) hours if the dog has been sold,

relocated or given away and shall provide animal control with the name, address, and telephone number of the new owner or caretaker of the dog.

4. An owner or caretaker of a regulated dog must notify animal control of any change of address within fourteen (14) days after the change.

J. Spay/Neuter: An owner or caretaker of a dog registered as potentially dangerous, dangerous or vicious must have the animal spayed or neutered within thirty (30) days of issuance of the registration certificate and provide documentary proof of same to animal control within ten (10) days of the procedure. If the owner or caretaker fails to spay or neuter the dog, then animal control may seize it, and, in appropriate circumstances as determined by animal control, the dog may be destroyed or disposed of by sale or by donation to a suitable animal shelter or rescue organization.

K. Conditional Removal Of Registration Requirement: If, within three (3) years of registration as a potentially dangerous dog, there have been no further incidents that satisfy the standards for such dog to be deemed potentially dangerous, the dog's registration requirement may be reviewed by animal control upon the owner's request. If animal control chooses to lift the registration requirement, the dog in question may still be declared potentially dangerous, dangerous or vicious at any future date if it meets the standards for classification as such. In the event that animal control chooses to maintain the registration requirement for the dog, such decision shall be appealable to the city council.

L. Automatic Enhancement Of Regulated Status: After registration as a potentially dangerous dog, if a dog is found to have further demonstrated the behavior of a potentially dangerous dog at least two (2) times within any consecutive twelve (12) month period, such dog will automatically be deemed a dangerous dog and be subject to section 5-1B-5 of this article. If a dog has been registered as a potentially dangerous dog or a dangerous dog and at any time thereafter kills or causes serious injury to a person or domestic animal ("serious injury" meaning any injury resulting in broken bones or lacerations requiring multiple sutures) and no exception is applicable, said dog will automatically be deemed a vicious dog subject to section 5-1B-5 of this article.

M. Appeal Procedure; Compliance With Order: Any person or entity desiring to appeal a notice or order issued by the animal control officer pursuant to this section shall follow the appeal procedures of section 5-1-13 of this chapter. If the city council affirms the notice or order, the owner must complete the registration process pursuant to this section within seven (7) days of the city council's finding. Failure to do so will subject the owner or caretaker to the provisions set forth in subsection A of this section and in section 5-1B-12 of this article. (Ord. 5204, 3-10-2014)

5-1B-8: TETHERING OF DOGS:

A. A dog may be restrained outdoors by tether, only on the property of the owner or caretaker of the dog, and only under the following conditions:

1. No tether may be attached to a fixed object unless the tether is so placed or attached that it cannot become entangled with another animal or object, and cannot extend over an object or edge that could result in strangulation of or injury to the animal, and shall be of sufficient length in proportion to the size of the animal, but no less than ten feet (10') in length, to allow the animal proper exercise and unlimited access to adequate feed, adequate water, and an outdoor facility that provides adequate protection from the elements. Such tethering shall be so located so as not to allow such animal to trespass on public property or upon private property

belonging to others, nor in such manner as to cause harm or danger to persons, the tethered animal, or other animals.

2. The tether shall not weigh more than one-eighth ($^1/_8$) of the animal's body weight.

3. The tether must be attached to a properly fitting collar or harness worn by the animal. Choke or prong collars are prohibited. The tether must have a swivel at both ends.

4. When the temperature falls below thirty degrees Fahrenheit (30°F), with wind chill factor applied, or when the heat index is at least eighty-five degrees (85°), no animal may be restrained outdoors by tethering for more than fifteen (15) minutes without access to adequate food, adequate water, and an outdoor facility that provides adequate protection from the elements. In any circumstances, a tethered animal must have access to an outdoor facility that provides adequate protection from the elements. (Ord. 5204, 3-10-2014)

5-1B-9: DOG ATTACKS:

In the event of an attack on a person or a domestic animal by a dog at large that was previously determined to be a vicious dog or that is determined to be a vicious dog as a result of such attack, the dog shall be apprehended by animal control. The dog will be tested for rabies and may be destroyed by the city without further action or possibility of appeal. The owner or caretaker will be charged all fees and charges incurred as set forth in subsection 5-1-1E of this chapter and all costs incident to destruction of the dog. (Ord. 5204, 3-10-2014)

5-1B-10: IRRESPONSIBLE DOG OWNERS:

A. Any person who has been convicted of any violation of this article, or who has pled guilty, no contest, or the equivalent to such violation, at least two (2) times in any period of twelve (12) months shall be deemed an irresponsible dog owner and shall be prohibited from obtaining a license for any dog not already licensed by such person, and if such person is so convicted or so pleads a third time during a twelve (12) month period, the person shall forfeit all right to own or possess a dog in the city, at which time animal control shall be authorized to seize all dogs owned or possessed by such person and to dispose of the dogs by destruction or, in appropriate circumstances as determined by animal control, by sale or by donation to a suitable animal shelter or rescue organization. Violation of this subsection shall constitute a misdemeanor and be punishable by a fine of not less than an amount determined from time to time by resolution of the city council, or constitute a municipal infraction.

B. A person designated as an irresponsible dog owner who is not convicted or does not plead to a further violation of this article for a period of thirty six (36) months may apply to animal control to have the designation removed. The decision of animal control is appealable to the city council according to the appeal procedures set forth in section 5-1-13 of this chapter. (Ord. 5204, 3-10-2014)

5-1B-11: LANDLORD LIABILITY:

A. A landlord or its property manager that knowingly permits a tenant or occupant of its property to possess a dog in violation of section 5-1B-4, 5-1B-5 or 5-1B-10 of this article shall be guilty of a municipal infraction.

B. A landlord or its property manager shall not be guilty of a violation of subsection A of this section if it takes prompt action to notify the tenant or occupant that the dog must be permanently removed from the property within seven (7) days of notice as set forth in Iowa Code section 562A.27, and thereafter proceeds to terminate the lease and evict the tenant or occupant if the violation is not remedied.

C. Whenever animal control or the city clerk issues a notice, order or decision in connection with a violation of section 5-1B-4, 5-1B-5 or 5-1B-10 of this article to a person who is not the owner of the property, a copy of said notice, order or decision shall also be sent to the property owner at the tax statement address shown in the records of the county auditor. The failure of animal control or the city clerk to issue a copy of any notice, order or decision to the property owner, or the failure of the property owner to receive same, shall not be a defense to any violation of subsection A of this section. (Ord. 5204, 3-10-2014)

D. Landlords are responsible for any fees charged for removal of abandoned animals or animals left at a property due to eviction or a tenant's extended illness or death.

5-1B-12: ENFORCEMENT:

A. Failure To Comply:

1. Except as set forth in subsection 5-1B-7A of this article, if the city council affirms a notice or order of the animal control officer, the city council may also order in its written decision that the person or entity owning, sheltering, harboring or keeping such dangerous animal or regulated dog permanently remove such animal or dog from the city or destroy it; provided that dangerous dogs and vicious dogs must be destroyed and may not be removed. The decision and order shall immediately be served upon the person or entity against whom rendered in the same manner as the initial notice or order.

2. In any situation where permanent removal of an animal or dog from the city is permitted, the animal or dog will not be released to the owner or caretaker until the owner or caretaker executes a form provided by the city which includes the following: a) identifying information for the animal or dog, b) the location to which it will be removed, and c) the date of removal. The owner must also pay all fees and charges of impoundment, as set forth in subsection 5-1-1E of this chapter, before the animal or dog will be released and the bond, if any, lifted. If within seven (7) days after issuance of the order the owner or caretaker fails to complete the application for removal and pay such fees and charges, fails to petition the district court for review of the order, or otherwise fails to take action, then animal control shall cause the animal or dog to be destroyed in a humane manner.

3. If instead of removal the animal or dog is ordered destroyed by the city council and the owner fails to file a petition for review of the order with the district court within seven (7) days after its issuance, the animal or dog will be destroyed in a humane manner.

4. As an alternative to the destruction of an animal or dog it may, in appropriate circumstances as determined by animal control, be disposed of by sale or by donation to a suitable animal shelter or rescue organization.

B. Penalties:

1. Unless a different penalty is specifically prescribed by any section of this article, in which case such penalty shall apply, the failure to comply with an order of the city council issued pursuant to this article shall constitute a misdemeanor and be punishable by a fine of not less than an amount determined from time to time by resolution of the city council, or constitute a municipal infraction.

2. For purposes of determining the civil penalty applicable to subsequent municipal infraction offenses, any violation of this article that occurs after the first offense is a subsequent offense, even if the violations are of different provisions of this article. (Ord. 5204, 3-10-2014)

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CITY OF WATERLOO

Council Communication

Hearing on Order Assessing Civil Penalty to XO Liquor, 428 Franklin Street, Waterloo, Iowa 50703, for sale of tobacco to minor violation-first offense.

City Council Meeting: 1/17/2023
Prepared: 1/3/2023

ATTACHMENTS:

Description	Type
Order Assessing Penalty-First Violation-XO Liquor	Backup Material

SUBJECT:	Motion to open hearing Assessing Civil Penalty. HOLD HEARING. Motion to close Hearing Assessing Civil Penalty. Resolution approving Order Assessing Civil Penalty, in the amount of $300.00 to XO Liquor, 428 Franklin Street, Waterloo, Iowa, for sale of tobacco to minor violation-first offense.
Submitted by:	Submitted By: Martin M. Petersen, City Attorney
Recommended Action:	Motion to open hearing. HOLD HEARING. Resolution approving Order assessing civil penalty in the amount of $300.00 to XO Liquor, 428 Franklin Street, Waterloo, Iowa 50703, for sale of tobacco to minor-1st offense.
Summary Statement:	On December 3, 2022, store clerk sold cigarettes to minor at store location. Clerk was cited and plead guilty and was fined. Store owner was given notice of violation and has not responded to City. Store owner has not paid civil penalty in the sum of $300.00. Therefore, this matter is set before the City Council.

BEFORE THE WATERLOO CITY COUNCIL

IN RE:

XO LIQUOR
428 FRANKLIN STREET
WATERLOO, IOWA 50703

ORDER
ASSESSING PENALTY
FIRST VIOLATION

On this _____ day of January, 2023, after a public hearing on the matter, the Waterloo City Council finds that based upon evidence submitted by the City Attorney's Office, the above-captioned permittee committed a first violation of Iowa Code §453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, or cigarettes to any person under twenty-one years of age.

THEREFORE, the Waterloo City Council orders that a civil penalty be remitted by the above-captioned permittee, to the City of Waterloo, check made payable to City of Waterloo, on or before 16th day of February, 2023, (30 days from the date of this Order). This sanction will count as a First Violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a). Be advised that failure to pay the civil penalty by this date shall result in the automatic permit suspension for a period of fourteen (14) days in addition to the $300.00 fine.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

Resolution approving Animal Control Services Fee Schedule.

City Council Meeting: 1/17/2023
Prepared: 1/6/2023

ATTACHMENTS:

	Description	Type
🗋	Resolution for Animal Control Fees	Backup Material

Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager
Recommended Action:	Approve resolution for Animal Control Fees
Summary Statement:	Fees set for Animal Control Services

RESOLUTION

RESOLUTION SETTING FEES FOR ANIMAL CONTROL SERVICES.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, that the following fees be set for Animal Control Services:

Animal Control Fee:	**Rate**
Impound Fee (taken to CBHS)	$56.00
Annual License Fee - Spayed and Neutered Jan 1 - Mar 31	$5.00
Annual License Fee - Spayed and Neutered Apr 1 - Dec 31	$10.00
Annual License Fee - Non-Spayed or Neutered Jan 1 - Mar 31	$10.00
Annual License Fee - Non-Spayed or Neutered Apr 1 - Dec 31	$20.00
Deceased Animal Pick Up Fee up to 25 lbs. (privately-owned)	$25.00
Deceased Animal Pick Up Fee over 25 lbs. (rate per pound over 25 lbs.)*	$1.00
Pick Up Fee (returned to owner)	$25.00
Pick up Fee After Initial Pick Up within a calendar year**	$10.00
Trap Rental for 5 day period	$25.00

*Deceased Animal Pick Up Fee is a base rate of $25 with an additional rate of $1.00/lb over 25 lbs.

**Additional Pick Up Fee applies if animal is picked up multiple times in a calendar year. 1st pick up = $25, 2nd pick up = $35, 3rd pick up = $45, etc.

Wildlife animal pick up is free.
Fees are not pro-rated.
No refunds.

PASSED AND ADOPTED this 17th day of January, 2023.

_____

Quentin Hart, Mayor

ATTEST:

_____

Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 1/17/2023
Prepared:

Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 1/17/2023
Prepared:

Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 1/17/2023
Prepared:

Submitted by: Submitted By:

CITY OF WATERLOO

Council Communication

Historic Preservation Commission minutes of October 18, 2022.

City Council Meeting: 1/17/2023
Prepared: 1/4/2023

ATTACHMENTS:

	Description	Type
	minutes	Backup Material

SUBJECT: Historic Preservation Commission minutes of October 18, 2022.

Submitted by: Submitted By:

WATERLOO HISTORIC PRESERVATION COMMISSION MINUTES
REGULAR MEETING – October 18, 2022– 4:30 P.M.
The meeting was held in the Mollenhoff Conference Room at City Hall

Chairperson Ottesen called the regular meeting of the City of Waterloo Historic Preservation Commission meeting to order at 4:30 p.m.

Commission Members present were: Ed Ottesen, Mathew Gilbert, Terry Stevens, Susan Price Hector Salamanca Arroyo, Cole Weliver and Ivan Valtchev.

Commission Member(s) absent were: Nick Hedrick

Others present were: Lexi Blank – Planning Staff; Ed Gallagher – Grout Museum Liaison; Thomas Hayes - Applicant

Approval of Agenda

Motion made by Salamanca Arroyo, seconded by Valtchev to approve the agenda of the October 18, 2022, regular meeting. Motion carried unanimously.

Approval of Minutes

Motion made by Salamanca Arroyo, seconded by Valtchev to approve the minutes of the September 20, 2022 meeting. Motion carried unanimously.

Oral Presentations

No Oral Presentations

Hearings

1. **Request by Thomas Hayes for a Certificate of Appropriateness to allow for a new 6' wood privacy fence at 1212 Independence Avenue**

Blank gave the staff report. Thomas Hayes, applicant, explained he is requesting a 6' fence to create some privacy between him and his neighbors. He noted he is not planning to stain the fence due to it being treated wood. Cole noted there are many 6' fences in the district and there is one across the Boulevard from her house. She did not see any issues with the height of the fence being proposed.

Stevens made a motion to approve the request by Thomas Hayes for a Certificate of Appropriateness to allow for a new 6' wood privacy fence at 1212 Independence Avenue. The motion carried unanimously.

Building Consultation

No report

Reports

1. Main Street

Valtchev noted the Iowa League of Cities Conference brought many compliments to Waterloo. The towers have been installed and are lit up at the W 4th Street Bridge. Hanging flowers have been taken down for the season and there will be fewer flowers returning next year due to the budget. Terry noted the Hawkeye horticulture students could possibly be a source for help with maintaining the flowers.

2. Silos and Smokestacks.

No Report

3. Grout Museum

Gallagher stated the remodeling project at the Grout Museum is ongoing and they seem to be on schedule. The Museum continues to stay open during the renovation and a dinosaur exhibit is planned for next year.

4. Project Update

No Report

5. Highland

No Report

6. Walnut

Valtchev noted the grocery store is progressing with construction and 425 Franklin started demo several weeks ago and has started construction on new elements.

Discussion Items/Possible Action Items

1. School Art Project 2023

Stevens mentioned changing the School Art Project to a city-wide art project. All members of the community would be invited to join, such as school-age children, college students, adults, and the older generation. A timeline for the project was presented. Terry asked about who else to get involved and who may be a good spokesperson. The commissioners mentioned Nia Wilder as a good spokesperson and getting members of different organizations to advertise for the project.

2. Main Street Waterloo Collaboration

No Report

3. Other Collaborations

Susan stated she attended the Cedar Falls Historic Commission meeting. The 3 members and a City Planner talked about new business in the city and old business. Susan said there was not much talk about preservation within the city.

Matthew noted the 415 Collective will be hosting a Community Brunch at 9:00am on November 5th at the First Presbyterian Church. This is a great time for commissioners to educate community members about the Historic Commission. A tour of 415 Walnut will be available before or after the brunch for commissioners.

4. City-Owned Properties and Demo List

No Report

5. Maps

No Report

6. Goals and Action Plans

Lexi summarized the Grant Schedule and Commissioners decided to have it included and updated in each month's packet.

Discussion Items:

Lexi noted the National Trust is looking for individuals to encourage Congress support for improvements to the Historic Tax Credit Program that will help funding for small improvement projects.

Design Guidelines:

Ed asked the commissioners whether they would like to set up the Design Guidelines by Historic District if additional districts were added to the city. Members said they would like to see separate guidelines for each district. Ed discussed the difference between rehabilitation and restoration and told the commission this will need to be kept in mind when creating the design guidelines.

Adjournment

Chairperson Ottesen adjourned the meeting at 5:45 p.m.

Respectfully submitted,

Lexi Blank

Lexi Blank
Planner I

CITY OF WATERLOO

Council Communication

Historic Preservation Commission special meeting of November 18, 2022.

City Council Meeting: 1/17/2023
Prepared: 1/4/2023

ATTACHMENTS:

	Description	Type
	minutes	Backup Material

SUBJECT: Historic Preservation Commission special meeting of November 18, 2022.

Submitted by: Submitted By:

WATERLOO HISTORIC PRESERVATION COMMISSION MINUTES
SPECIAL MEETING – November 18, 2022– 1:00 P.M.
The meeting was held via Zoom

Chairperson Ottesen called the regular meeting of the City of Waterloo Historic Preservation Commission meeting to order at 1:07 p.m.

Commission Members present were: Ed Ottesen, Mathew Gilbert, Terry Stevens, Susan Price, Nick Hedrick, Cole Weliver and Ivan Valtchev.

Commission Member(s) absent were: Hector Salamanca Arroyo

Others present were: Lexi Blank and Aric Schroeder – Planning Staff; Sally Darragh and Ann Bilanzich- Applicants

Approval of Agenda

Motion made by Hedrick, seconded by Valtchev to approve the agenda of the November 18, 2022 special meeting. Motion carried unanimously.

Approval of Minutes

Motion made by Valtchev, seconded by Price to approve the minutes of the October 18, 2022 meeting. Motion carried unanimously.

Oral Presentations

No Oral Presentations

Hearings

1. Request by Sally Darragh for a Certificate of Appropriateness to allow for a new 6' vinyl privacy fence at 145 Prospect Ave.

Blank gave the staff report. Valtchev asked for clarification on where the fence will be placed. The applicants verified it will be in the northeast corner of their lot and abut up to their neighbor's fence. They also mentioned the previous rotten fence has been removed and the new one will match the neighbor's fence.

Hedrick made a motion to approve the request by Sally Darragh for a Certificate of Appropriateness to allow for a new 6' vinyl privacy fence at 145 Prospect Ave. The motion carried unanimously.

2. Request by Jesse Swan for a Certificate of Appropriateness to allow for the replacement and repair of soffit, fascia, and gutters at 241 Alta Vista Avenue.

The Commission asked if the applicant will be repairing and replacing with the same materials. Blank confirmed the materials will be the same or similar.

Valtchev made a motion to approve the request by Jesse Swan for a Certificate of Appropriateness to allow for the replacement and repair of soffit, fascia, and gutters at 241 Alta Vista Avenue. The motion carried unanimously.

3. Request by the City of Waterloo for a Certificate of Economic Hardship to demo a house at 207 Lafayette Street.

Blank shared the staff report. Schroeder noted Code Enforcement was on the previous owners to fix some of the issues. He stated the roof is caving in, the porch is deteriorating, the stairwells have caved in, and there are mold issues with the home. Valtchev asked if Habitat for Humanity has been contacted about wanting to rehabilitate the home. Schroeder mentioned they looked at 208 Sunnyside Ave and said it was too far gone. 207 Lafayette is in similar shape to 208 Sunnyside Avenue. Habitat for Humanity also focuses more in the Walnut and Church Row neighborhoods.

Ottesen asked what kind of condition the JSA homes on East 3rd St were in when they were acquired and rehabilitated. Schroeder stated they were in bad shape, but not as bad as 207 Lafayette Street. Valtchev asked the cost of the demo. Schroeder noted the demo could cost $20,000 to $25,000 if asbestos testing and abatement can be completed or $35,000 to $40,000 if it cannot be completed.

Gilbert questioned if the property is a nuisance, or has security or pest concerns. Schroeder stated the property is definitely a nuisance and is reasonable secure because it is boarded up. Valtchev mentioned boarding up houses in a more appealing and more weather resistant way, such as adding color. Schroeder noted the city can look into it, but typically the homes are already boarded up before the city acquires them, sometimes not by the city. It could increase the cost to secure a property as well.

Valtchev mentioned tabling the request in order to ask companies, such as Habitat for Humanity and JSA Development is they would like to rehabilitate the property.

Valtchev made a motion to table the request by the City of Waterloo for a Certificate of Economic Hardship to demo a house at 207 Lafayette Street. The motion carried unaminously.

Building Consultation

No report

Reports

1. Main Street

No Report

2. Silos and Smokestacks.

No Report

3. Grout Museum

No Report

4. Project Update

No Report

5. Highland

No Report

6. Walnut

No Report

Discussion Items/Possible Action Items

1. School Art Project 2023

No Report

2. Main Street Waterloo Collaboration

No Report

3. Other Collaborations

No Report

4. City-Owned Properties and Demo List

No Report

5. Maps

No Report

6. Goals and Action Plans

No Report

7. Discussion of cancellation of the December Historic Meeting

Commission members discussed possible agenda items for next month and therefore voted to keep the December Historic Preservation Commission meeting.

8. Election of Chairperson and Vice-Chairperson for the term ending December 31, 2023

Blank noted Ottesen has been chairperson for many years and someone else should step up.

Motion made by Hedrick, seconded by Stevens to nominate Matthew Gilbert as Chairperson and Ivan Valtchev as Vice-Chairperson for the period ending on December 31, 2023. Motion carried unanimously.

Discussion Items:

Nomination to the Iowa Most Endangered List 2023

Commissioners discussed nominating the Cunningham home on Chestnut Street or 207 Lafayette Street.

Motion made by Price, seconded by Stevens to nominate 207 Lafayette Street to Iowa's Most Endangered Building List 2023. Motion carried unanimously.

Design Guidelines:

No Report

Adjournment

Chairperson Ottesen adjourned the meeting at 2:00 p.m.

Respectfully submitted,

Lexi Blank
Planner I