City of Waterloo
Finance Committee Preliminary Draft Invoice Report

For January 03 2023 Approval

Finance Committee Accounts Payable Open Invoice Report Total	
As of Thursday, December 29, 2022	3,673,883.75
EFT Transactions:	
Wellmark	153,761.51
	3,827,645.26
Workers Compensation Issued by TPA October	
Housing Authority Assistance EFT's	19,912.81
Housing Authority Assistance EFT's	413,680.42
Payroll	1,933,697.50
Bill Payment Total - Tuesday, Januaury 03, 2023	**6,194,935.99**

Payment to Council members or related entities:

THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, REGULAR SESSION TO BE HELD AT Harold E. Getty Council Chambers Tuesday, January 3, 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

Kelley Felchle, City Clerk

Agenda, as proposed or amended.

Minutes of December 19, 2022, Regular Session, as proposed.

Recognition of Waterloo Youth City Council

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 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.

   Submitted By: Aaron McClelland, Captain

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.

   Submitted By: Paul Huting, Leisure Services Director

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.

   Submitted By: Mohammad Elahi, Interim Traffic Operations Director

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.

   Submitted By: Martin M. Petersen, City Attorney

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.

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

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.

   Submitted By: Jamie Knutson, PE, City Engineer

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).

   Submitted By: Noel Anderson, Community Planning and Development Director

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).

   Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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).

    Submitted By: Noel Anderson, Community Planning and Development Director

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.

    Submitted By: Noel Anderson, Community Planning and Development Director

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.

    Submitted By: Noel Anderson, Community Planning and Development Director

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.

    Submitted By: Noel Anderson, Community Planning and Development Director

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.

    Submitted By: Noel Anderson, Community Planning and Development Director

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.

Submitted By: Noel Anderson, Community Planning and Development Director

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

a. **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**

Class/Meeting: Mental Health One Day Training

Destination: West Des Moines, IA

Dates: January 19, 2023

Amount not to exceed: $480.00

b. **Bob Jorgensen, Golf Superintendent, and Vacant Golf Superintendent Position**

Class/Meeting: 2023 Turfgrass Conference

Destination: Des Moines, IA

Dates: February 14-16, 2023

Amount not to exceed: $470.00

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

Class/Meeting: Iowa Concrete Paving Association (ICPA) Annual Workshop

Destination: Des Moines, IA

Dates: February 1-3, 2023

Amount not to exceed: $507.60

d. **Rebecca Johnson, Human Rights Specialist and Nancy Culpepper, Human Rights Administrative Secretary**

Class/Meeting: NCRA Just Economy Conference 2023

Destination: Washington D.C.

Dates: March 28-30, 2023

Amount not to exceed: $3,820.00

e. **Noel Anderson, Community Planning & Development Director and Jamie Knutson, City Engineer**

Class/Meeting: Prospect presentation

Destination: Atlanta, GA

Dates: October 10-11, 2022

Amount not to exceed: $2,805 (amended)

f. **Nathan Hinders, Firefighter**

Class/Meeting: Paramedic School, Kirkwood College

Destination: Cedar Rapids, IA

Dates: January 17, 2023 through May 8, 2024

Amount not to exceed: $14,012.50

g. **Jacob Helgeson, Firefighter**

Class/Meeting: Paramedic School - Hawkeye Community College

Destination: Waterloo, IA

Dates: August 22, 2023 - July 2023

Amount not to exceed: $12,000.00

2. **APPOINTMENTS**

   a. **Star Rupe**
   Board/Commission: Main Street Waterloo Redevelopment Authority
   Expiration Date: December 31, 2023
   New Appointment

   b. **Jeanne Miller**
   Board/Commission: Main Street Waterloo Redevelopment Authority
   Expiration Date: December 31, 2023
   New Appointment

   c. **Zach Hansen**
   Board/Commission: Main Street Waterloo Redevelopment Authority
   Expiration Date: December 31, 2023
   Re-Appointment

   d. **Brandon Alvarado**
   Board/Commission: Main Street Waterloo Redevelopment Authority
   Expiration Date: December 31, 2023
   Re-Appointment

   e. **Michael Huisman**
   Board/Commission: Main Street Waterloo Redevelopment Authority
   Expiration Date: December 31, 2023
   Re-Appointment

   f. **Nick Hedrick**
   Board/Commission: Main Street Waterloo Redevelopment Authority
   Expiration Date: December 31, 2023
   Re-Appointment

   g. **Brendon Wagner**
   Board/Commission: Main Street Waterloo Redevelopment Authority
   Expiration Date: December 31, 2025
   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.
   Submitted By:

5. Motion to approve the appointment of Dejana Van Gundy to the position of Records Clerk II in the Police Department, effective January 4th 2022.
   Submitted By: Aaron McClelland, Captain

PUBLIC HEARINGS

2. Logan Avenue (US 63) from Donald Street to Newell Street Traffic Adaptive System, Iowa DOT Grant Project No. ICAAP-SWAP-8155(781)--SH-07.

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

Resolution confirming approval of plans, specifications, form of contract, and authorizing to proceed.
Motion to receive, file, and instruct the City Clerk to read bids.
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.

Submitted By: Mohammad Elahi, Interim Traffic Operations Director

RESOLUTIONS

3. Resolution directing filling Ward 4 City Council vacancy by appointment.

Submitted By: Kelley Felchle, City Clerk

4. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

5. 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.

Submitted By: Aric Schroeder, City Planner

6. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

7. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

8. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

9. 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 $_____, in conjunction with the FY 2017 Hammond Avenue Bridge Replacement Over Sink Creek Project, Contract No. 922, and authorizing the Mayor and City Clerk to execute said document.

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

10. Resolution approving 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.

Submitted By: Jamie Knutson, PE, City Engineer

11. 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.

Submitted By: Bridgett Wood, Finance Manager

12. Resolution approving changes to the City Credit Card Policy, effective January 4, 2023.

Submitted By: Bridgett Wood, Finance Manager

13. 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.

Submitted By: Bridgett Wood, Finance Manager

ORDINANCES

14. An ordinance adopting a new city seal and logo.

Motion to receive, file, consider, and pass for the first time 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.
Motion to suspend the rules.
Motion to receive, file, consider, and pass for the second and third times and adopt said ordinance.

Submitted By: Kelley Felchle, City Clerk

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

MEETINGS

4:15 p.m. Council Work Session, Harold E. Getty Council Chambers

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

PUBLIC INFORMATION

1. Airport Board Meeting minutes of October 26, 2022.

2. Leisure Services Commission Board minutes of November 8, 2022.

3. Communication from the Police Department on the notice of the conclusion of employment for Shane Buchholz, Police Officer, effective November 28, 2022, with recommendation of

approval of payout of $5,493.51 for unused benefits.

4. Communication from the Building Inspections Department on the notice of the conclusion of employment for Bob Osgood, Chief Plumbing Inspector, effective December 30, 2022, with recommendation of approval of payout of $10,194.00 for unused benefits.

5. Communication from the Fire Department on the notice of the conclusion of employment for Pat Treloar, Fire Chief, effective December 23, 2022, with recommendation of approval of payout of $19,289.53 for unused benefits.

6. Planning and Zoning minutes of September 26, 2022.

7. Planning and Zoning minutes of October 11, 2022.

8. Planning and Zoning minutes of November 1, 2022.

9. Board of Adjustment minutes of September 27, 2022.

10. Community Development Board meeting minutes November 2022.

11. Board of Adjustment minutes of October 25, 2022.

CITY OF WATERLOO

Council Communication

Minutes of December 19, 2022, Regular Session, as proposed.

City Council Meeting: 1/3/2023
Prepared:

ATTACHMENTS:

	Description	Type
	12/19/2022 - Regular Session Minutes	Backup Material

Submitted by: Submitted By:

December 19, 2022

The Council of the City of Waterloo, Iowa, met in Regular Session at Harold E. Getty Council Chambers, Waterloo, Iowa, at 5:30 p.m., on Monday, December 19, 2022. Mayor Quentin Hart in the Chair. Roll Call: Boesen, Nichols, Amos, Chiles, Grieder, Wilder and Feuss, joined the meeting.

Prayer or Moment of Silence.

Pledge of Allegiance: Dave Boesen, At-Large Council Member

101084 - Feuss/Grieder

that the Agenda, as amended to correct the recommendation of grant award in Resolution No. 5 to be $99,000 for twelve events and two capital projects occurring in FY2023, for the Regular Session on Monday, December 19, 2022, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

101085 - Feuss/Grieder

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

Recognition of Officer Jakovic on her induction into the Waterloo Wrestling Hall of Fame.

Recognition of Pat Treloar, Fire Chief, on his retirement.

PUBLIC COMMENTS

Mr. Chiles thanked the Police Department for allowing him to participate in a ride along.

101086 - Feuss/Wilder

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

CONSENT AGENDA

101087 - Feuss/Grieder

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

a. Resolutions to approve the following:

1. Resolution approving Finance Committee Invoice Summary Report, dated December 12, 2022, in the amount of $3,119,018.83, and December 19, 2022, in the amount $3,407,778.34, a copy of which is on file in the City Clerk's office, together with recommendation of approval of the Finance Committee.

   Resolution adopted and upon approval by Mayor assigned No. 2022-751.

2. Resolution authorizing an exception to the City of Waterloo's Purchasing Procedure Policy to approve the purchase of one (1) new Komptech Crambo 6000, including an Overbank Magnet, in the amount of $944,361.00, from Hennen Equipment, Inc., of Chaska, Minnesota.

   Resolution adopted and upon approval by Mayor assigned No. 2022-752.

3. Resolution authorizing an exception to the City of Waterloo's Purchasing Policy to approve purchase of one (1) 2023 International model HV507SFA, in the amount of $110,034.40, from Thompson Truck Center, Waterloo, Iowa.

   Resolution adopted and upon approval by Mayor assigned No. 2022-753.

4. Resolution approving plans, specifications, form of contract, etc., setting date of public hearing as January 3, 2023 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, and instruct the City Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No. 2022-754.

b. Motion to approve the following:

1.

Travel Requests				
Name & Title of Personnel	Class/Meeting	Destination	Date(s)	Amount not to Exceed
a. Noel Anderson, Community Planning and Development Director and Jamie Knutson, City Engineer	Prospect Presentation	Atlanta, GA	October 10-11, 2022	$2,731.00
b. Jeff Siebel, Property Inspector; Jennifer Sparks, Permit Writer	IRC Essentials	West Des Moines, IA	January 10-13, 2023	$2,150.00
c. Greg Ahlhelm, Building Official	IRC Essentials	West Des Moines, IA	January 10-12, 2023	$780.00
d. Senada Muhic, Housing Coordinator	Homebuyer Education Methods: Training the Trainer - VTI Session	Online	February 8 though March 7, 2023 (live sessions 2/8, 2/15, 2/22 and 3/1)	$600.00
e. 23 Leisure Services Staff Members	Adult CPR/AED Training for 23 staff	Sportsplex	December 19 or December 21, 2022	$644.00

2.

Approved Beer, Liquor, and Wine Applications				
Name & Address of Business	Class	New or Renewal	Expiration Date	Includes Sunday
a. Capella Magna, 622 Commercial Street	C Liquor	Renewal	11/3/2023	x
b. Carlos O'Kelly's Mexican Cafe, 2060 Sovia Drive, Ste. 104	C Liquor w/Outdoor Service	Renewal	12/30/2023	x
c. Casey's General Store #3880, 1900 W. Ridgeway Avenue	E Liquor	Renewal	1/31/2024	x
d. HyVee Fast and Fresh #2, 2221 Logan Avenue	C Beer	Renewal	1/2/2024	x
e. Kings & Queens Club, 304 W. 4th Street	C Liquor w/Outdoor Service	New	11/17/2023	x
f. Logan Ave Convenience Store, 735 Logan Avenue	E Liquor	Renewal	11/28/2023	x
g. New Star Liquor, 1625 W. 4th Street	E Liquor	Renewal	12/10//2023	x
h. Screaming Eagle, 228 E. 4th Street	C Liquor w/Outdoor Service	Renewal	1/13/2024	x
i. Singlespeed Brewing Co, 325 Commercial Street	Special Class A Beer / Class C Liquor w/Outdoor Service	Renewal	12/31/2023	x
j. Trucker Bar, 1915 Bourland Avenue	C Liquor	Renewal	12/12/2023	x
k. The Snack Shack, 4335 Texas Street	E Liquor	Renewal	11/04/2023	x

l.	The Snack Shack, 4335 Texas Street	B Native Wine / C Beer	Renewal	10/28/2023	x
m.	Waterloo Black Hawks Hockey, 125 Commercial Street	C Liquor	Renewal	12/15/2023	x
n.	Steamboat Gardens, 1740 Falls Avenue	C Liquor	Renewal	6/13/2023	x

3. Recommendation of appointment of Britni Perkins to the position of Executive Secretary to the Mayor, effective December 30, 2022.

4. Motion approving Change Order No. 7 from Woodruff Construction, of Waterloo, Iowa, for a net decrease of $244,899.10 and a change in the completion date from January 2, 2022 to December 16, 2022 in conjunction with the Wastewater Treatment Plant Biosolids Modification Project, Contract No. 994, and authorizing the Mayor to execute said document.

5. Motion to receive and place on file the 2023 Budget of the Waterloo Water Works, and authorize the City Clerk to file said documents with the Black Hawk County Auditor.

6. Bonds.

Roll call vote-Ayes: Seven. Motion carried.

PUBLIC HEARINGS

101088 - Grieder/Wilder

that proof of publication of notice of public hearing on Waterloo Regional Airport - Pave Airport Fire Station Parking Lot, CARES Funded Project No. 3-19-0094-0055 (CARES), as published in the Waterloo Courier on December 5, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

101089 - Grieder/Wilder

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

101090 - Grieder/Wilder

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

Resolution adopted and upon approval by Mayor assigned No. 2022-755.

101091 - Grieder/Wilder

Motion to receive and file and instruct City Clerk to read bids and refer to Airport Director for review.

Engineer's Estimate: $161,425.00

BID SUMMARY SHEET WATERLOO REGIONAL AIRPORT ARFF STATION PARKING AREA AND ROADWAY ACCESS FAA AIP PROJECT NO. 3-19-0094-055 (CARES) AECOM PROJECT NO. 60675091 December 15, 2022	
Bidder	Base Bid

Vieth Construction Corporation Cedar Falls, IA	$166,653.00
Lodge Construction, Inc. Clarksville, IA	$166,369.00
Woodruff Construction Waterloo, IA	$173,998.94
Owen Contracting, Inc. Cedar Falls, IA	$186,241.20

Voice vote-Ayes: Seven. Motion carried.

101092 - Nichols/Chiles

that proof of publication of notice of public hearing on Waterloo Regional Airport - Improve Terminal Building - Upgrade HVAC and CCTV Project No. 3-19-0094-054 CARES, as published in the Waterloo Courier on December 5, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

101093 - Nichols/Chiles

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

101094 - Nichols/Chiles

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

Resolution adopted and upon approval by Mayor assigned No. 2022-756.

101095 - Nichols/Chiles

Motion to receive and file and instruct City Clerk to read bids and refer to Airport Director for review.

Engineer's Estimate:
Base Bid - $451,325.00
Alternate Bid - $33,600.00

BID SUMMARY SHEET
WATERLOO REGIONAL AIRPORT
IMPROVE TERMINAL BUILDING - HVAC &
CCTV FAA AIP PROJECT NO. 3-19-0094-053
(CARES)
AECOM PROJECT NO. 60675091
December 15, 2022

Bidder	Base Bid	Add Alternate Bid
Woodruff Construction Waterloo, IA	$759,750.00	$22,750.00

Voice vote-Ayes: Seven. Motion carried.

101096 - Feuss/Wilder

that proof of publication of notice of public hearing on South Street and West 9th Street Mini-Roundabout, Iowa DOT grant Project No. CS-TSF-8155(777)--85-07, as published in the Waterloo Courier on December 9, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

This being the time and place of public hearing, the Mayor called for written and oral comments.

David Dryer, 3145 W. 4th Street, commented on concerns for tractor-trailers negotiating the roundabout.

Mohammad Elahi, Interim Director of Traffic Operations, provided an overview of the design plans for the mini roundabout to accommodate large truck traffic.

101097 - Feuss/Wilder

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

101098 - Feuss/Wilder

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

Resolution adopted and upon approval by Mayor assigned No. 2022-757.

101099 - Feuss/Wilder

Motion to receive and file and instruct City Clerk to read bids and refer to Public Works Division Manager for review.

Engineer's Estimate: $495,000.00

Bidder	Bid Security	Bid Amount
Vieth Construction Corporation Cedar Falls, IA	5%	$635,212.00
Lodge Construction, Inc. Clarksville, IA	5%	$523,353.00
Peterson Contractors, Inc. Reinbeck, IA	5%	$560,398.20
Owen Contracting, Inc. Cedar Falls, IA	5%	$543,619.56

Voice vote-Ayes: Seven. Motion carried.

RESOLUTIONS

101100 - Boesen/Amos

that "Resolution approving the Waterloo Convention and Visitor Bureau Board recommendation of awarding $99,000 for twelve events and two capital projects occurring in FY2023", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-758.

101101 - Boesen/Amos

that "Resolution approving a Professional Services Agreement with Riverwise Engineering, LLC, of Durango, Colorado, in the amount of $580,380.00, in conjunction with final design for the construction of a whitewater course on the Cedar River in downtown Waterloo", be adopted. Roll call vote-Ayes: Seven. Motion carried.

David Dryer, 3145 W. 4th Street, questioned what kind of impact these projects will have to the city regarding ongoing maintenance and liability. He also questioned if the city has a 6th Street dam and whether it is historical.

Jamie Knutson, City Engineer, explained there is a small dam downstream of the railroad bridge. Staff are currently looking into what modifications can be made as it is currently unsafe to allow kayaks to pass through it. As far as maintenance, there is nothing movable in there but every year in the fall, they will have to remove blocks that create ripples then reinstall them in the spring.

Mayor Hart questioned the potential economic impact to a functioning white water course for the community.

Noel Anderson explained that this would make the community more attractive as a destination and hopefully draw people to want to live in Waterloo.

Mr. Feuss commented that the city cannot stagnate and having attractions like the white water park and the marina will draw families to the community and will pay rewards for the community through sales tax.

Resolution adopted and upon approval by Mayor assigned No. 2022-759.

101102 - Boesen/Amos

that "Resolution approving a Professional Services Agreement with Strand Associates, Inc., of Madison, Wisconsin, in an amount not to exceed $48,000.00, to provide bidding-related engineering services for the Third Party Renewable Natural Gas Project, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

David Dryer, 3145 W. 4th Street, questioned the environmental impact and the anticipated benefit to the taxpayers.

Randy Bennett, Public Works Division Manager, commented that currently the gas is being flared off so there is no environmental impact. He explained that the plan is to capture that gas, scrub it and turn it back into pipeline quality with the potential to be a revenue generator for the city.

Mr. Chiles wanted to emphasize that this is a third party that will work on this and it will be completed in a safe manner.

Resolution adopted and upon approval by Mayor assigned No. 2022-760.

101103 - Amos/Wilder

that "Resolution approving Amendment No. 7 to Development Agreement with Central Property Holdings, LLC to include a grant for extra fill activities in the amount of $136,983.05, extension of the timeline to finish to October 31, 2023, and authorize the Mayor and City Clerk to sign and execute all necessary documents", be adopted. Roll call vote-Ayes: Five. Nays: One (Boesen). Abstain: One (Ms. Wilder due to being the videographer for the company). Motion carried.

David Dryer, 3145 W. 4th Street, questioned how everyone in the area knew about this except for the city.

Noel Anderson, Community Planning and Development Director, provided an overview of the agenda item.

Mr. Amos commented that when they first started working on the project they found asbestos buried in the ground. He believes that the cost to remove that asbestos was well over $100,000.

Mr. Boesen requested an overview of how the dollar amount was determined.

Noel Anderson explained the funding would come out of the Logan TIF district.

Mr. Boesen commented that the foundation went in two years ago and questioned if this happened at that time or if it was recent.

Noel Anderson commented that some of it was from the original foundation and the rest as they have been developing the parking lot.

Mr. Boesen stated that he wants to know if this is a recent or past concern, because if it is something that they dealt with when putting in the footings, the developer should have come to us much sooner than this.

Mr. Amos commented that the developer had come to him and he explained that he took pictures of the fill that was found. He told the developer to reach out to Mr. Anderson because he did not think it was right that the developer should bear the entire cost. This is not something that is just recent.

Mr. Boesen shared that he finds it odd if the foundation went in two years ago these issues should have come to us two years ago. Furthermore, it was not our land to begin with.

Sherman Wise, 919 Parker Street and contractor on the project, explained that the recess pond is where much of the issue lies.

Rodney Anderson, 403 Franklin, commented that there has been extra costs with ongoing situations.

Mr. Boesen questioned what is causing the additional 10-month delay.

Rodney Anderson stated that the pandemic is causing the delays. They are still experiencing delays in supplies, which is pushing back their ability to complete construction.

Mr. Chiles questioned when the building would be complete.

Rodney Anderson shared that the building will be complete in August and they will be training employees in September to meet the October opening.

Resolution adopted and upon approval by Mayor assigned No. 2022-761.

101104 - Amos/Wilder

that "Resolution approving a Development Agreement with WBM, LLC, for the construction of two (2) commercial buildings located west of 2843 Geraldine Road, with a Minimum Assessment Agreement in the amount of $1,034,700.00, with rebates of five (5) years at 50 percent and a development grant of $250,000.00 for Phase I, and rebates of two (2) years at 50 percent for Phase II, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Mr. Boesen questioned the purpose of the grant.

Noel Anderson, Community Planning and Development Director provided an overview of the purpose of the grant.

Mr. Boesen questioned if the land is valued at $250,000.

Noel Anderson confirmed.

Resolution adopted and upon approval by Mayor assigned No. 2022-762.

101105 - Amos/Wilder

that "Resolution approving a request by the City of Waterloo, the James L. Grady Revocable Trust U/A Dated March 4, 2013 and Jeanette J. Grady Revocable Trust U/A Dated March 4, 2013, for an Easement Agreement for ingress and egress to City owned property, with a term of five (5) years ending December 31, 2027, and a yearly compensation to the owner of $500.00 per year, located adjacent to 570 West Shaulis Road, (MidAmerican Substation), and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-763.

101106 - Nichols/Feuss

that "Resolution approving changes to the City Travel and Meetings Policy, effective December 20, 2022", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-764.

101107 - Nichols/Feuss

that "Resolution approving a Payment Services Agreement with Tyler Technologies, Inc. and Nvoicepay, Inc., for accounts payable automation, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

David Dryer, 3145 W. 4th Street, questioned the purpose of an outside payment service.

Bridgett Wood, Finance Manager, explained how the payment service works and the payment options that would be available for vendors.

Mr. Boesen questioned how errors would be handled.

Bridgett Wood explained that all the same checks and balances are still in place.

Resolution adopted and upon approval by Mayor assigned No. 2022-765.

101108 - Nichols/Feuss

that "Resolution approving a Professional Services Agreement with Municipal Collections of America, Inc., for debt collection services for the City of Waterloo, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-766.

101109 - Feuss/Chiles

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

Mayor Hart shared that today they received a petition calling for a special election and asked that council push this item to January 3, 2023 so that he can have a conversation with the county auditor to look at timeframes.

101110 - Boesen/Chiles

To postpone the resolution to January 3, 2023. Voice vote vote-Ayes: Seven. Motion carried.

ORDINANCES

101111 - Grieder/Amos

that "an ordinance providing that the general property taxes levied and collected each year on all property located within the newly described Rath Urban Renewal and Redevelopment Plan Area, in the City of Waterloo, County of Black Hawk, State of Iowa, by and for the benefit of the State of Iowa, City of Waterloo, County of Black Hawk, Waterloo Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies, advanced to and indebtedness, including bonds issued or to be issued, incurred by said City in connection with said Urban Renewal Project", be received, placed on file, considered and passed for the second time. Roll call vote-Ayes: Six. Nays: One (Boesen). Motion carried.

101112 - Grieder/Amos

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

101113 - Grieder/Amos

that "an ordinance providing that the general property taxes levied and collected each year on all property located within the newly described Rath Urban Renewal and Redevelopment Plan Area, in

the City of Waterloo, County of Black Hawk, State of Iowa, by and for the benefit of the State of Iowa, City of Waterloo, County of Black Hawk, Waterloo Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies, advanced to and indebtedness, including bonds issued or to be issued, incurred by said City in connection with said Urban Renewal Project", be considered and passed for the third time and adopted. Roll call vote-Ayes: Six. Nays: One (Boesen). Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5676.

101114 - Feuss/Wilder

that "an ordinance amending the City of Waterloo Code of Ordinances by Adding Section 3, Failure to Pay, Chapter 3, General Penalty, Title 1, Administration, be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

101115 - Feuss/Wilder

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

101116 - Feuss/Wilder

that "an ordinance amending the City of Waterloo Code of Ordinances by Adding Section 3, Failure to Pay, Chapter 3, General Penalty, Title 1, Administration, be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Seven. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5677.

ADJOURNMENT

101117 - Chiles/Wilder

that the Council adjourn at 6:35 p.m. Voice vote-Ayes: Seven. Motion carried.

_____
Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Recognition of Waterloo Youth City Council

City Council Meeting: 1/3/2023
Prepared:

Submitted by: Submitted By:

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 1/3/2023
Prepared: 12/14/2022

ATTACHMENTS:

	Description	Type
🗋	Anti Heroin Grant 2022	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Aaron McClelland, Captain
Recommended Action:	Request that the City Council pass a resolution authorizing Mayor Hart and Chief Leibold to receive Anti-Heroin COPS grant money as a sub-recipient from the Governor's Office of Drug Control, for a $7,000.00 grant with no matching funds required. The money will directly pay overtime costs associated with the investigation into mid and high level Heroin crimes.
Summary Statement:	Your approval of this grant will enable the Tri-County Drug Task Force to further investigate mid and high level Heroin crimes creating a safer community.
Data/Analysis and Strategies:	N/A
Implementation, Accountability, and Communication:	N/A
Expenditure Required/Source of Funds:	N/A
Alternative:	N/A

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ANTI-HEROIN TASK FORCE GRANT PROGRAM

Governor's Office of Drug Control Policy
Pape State Office Bldg., 5th Floor
215 E. 7th Street, Des Moines, Iowa 50319 (515) 725-0300

Anti-Heroin Task Force CFDA #16.710

Grantee:	**Grant # 22-Heroin-09**
Waterloo Police Department 715 Mulberry StreetStreet Waterloo, Iowa 50703-5714	Grant Period: November 1, 2022 – September 30, 2024 **Federal: $7,000** **Match: $0** **Total: $7,000**
ODCP Contact: Dennis Wiggins 515/725-0311	
Legal Applicant: Quentin Hart	Program Director: Joseph Leibold

This grant is subject to the terms and conditions incorporated either directly or indirectly by reference in the grant program legislation, the grant program request for proposal, and the stipulations, if any, noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this grant, this award does not constitute approval of waiver from any Federal or state statutory/regulatory requirements for a United States Department of Justice grant. The grantee agrees to perform all services and furnish all supplies set forth in the application of this grant award for the consideration stated herein. This grant consists of the application for funds, the grant award notice, the budget documents, the standard grant conditions, the reporting forms, and all approved grant revision documents. All parties to this grant award acknowledge that they have fully read and understand this contract, and agree to abide by the terms set forth within.

SPECIAL CONDITIONS

- Grant funding is provided to assist project with mid to high level heroin investigations or precursor diversion investigations.
- Targets of investions will be shared with the Division of Intelligence to be entered into the LEIN database system.
- Projects will regularly deconflict investigations by searching potential targets in the LEIN database system.

In witness wherefore, the parties hereto have executed this grant the day and year specified below.

SIGNATURES/DATES

DocuSigned by:	DocuSigned by:	DocuSigned by:
Quentin Hart 12/12/2022	Joseph Leibold 12/12/2022	Dale R Woodery 12/12/2022
D0525D78AAC8449...	F6313AE192314A2...	5066221696B744E...
Legal Applicant/Date	Program Director/Date	ODCP Administrator/Date

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IOWA GOVERNOR'S OFFICE OF DRUG CONTROL POLICY

STANDARD GRANT CONDITIONS

Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Second Chance; Drug Court; Post-conviction Testing of DNA Evidence to Exonerate the Innocent; Project Safe Neighborhoods; John R. Justice; Drug Free Communities; Anti-Heroin Task Force; Comprehensive Opioid Abuse Program; Paul Coverdell Forensic Science; Coronavirus Emergency Supplemental Funding, and any other Grant administered by the Governor's Office of Drug Control Policy involving federal or state funding.

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1. General.

These standard grant conditions, unless otherwise stated herein, apply to the following grant programs administered in Iowa by the Governor's Office of Drug Control Policy (ODCP): Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Second Chance; Drug Court; Post-conviction Testing of DNA Evidence to Exonerate the Innocent; Project Safe Neighborhoods; John R. Justice; Drug Free Communities; Anti-Heroin Task Force; Comprehensive Opioid Abuse Program; Paul Coverdell Forensic Science; and any other Grant administered by the ODCP involving Federal or State funding.

The Grantee shall provide the necessary facilities, materials, services, and qualified personnel to perform and/or provide all the services set forth in the approved application and the letter of notification for the grant amount. The grant budget will be a basis for the Grantee's expenditure of the grant amount. Acceptance of the terms and conditions of the

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grant is indicated by the applicants' signatures on the grant contract, attached certification, and by requesting and expending grant funds.

The Grantee shall abide by all applicable Federal, State, and local laws, rules and regulations. The Grantee shall comply with all applicable U.S. Department of Justice Grant Award Special Conditions which govern subrecipients/subgrantees. The Certified Assurances and forms signed and or submitted via www.iowagrants.gov by the Grantee in making application for grant funds are incorporated herein.

2. Definitions.

a. "Deliverable" means any good, product, service, work, work product, item, material or property created, developed, produced, delivered, performed or provided by or on behalf of Grantee in connection with this contract.
b. "JAG" means the *Federal* Byrne–Justice Assistance Grant program, for which the ODCP is the State Administering Agency in Iowa.
c. "Grantee" or "Legal Applicant" or "Recipient" means the governmental agency contracting with the Governor's Office of Drug Control Policy
d. "ODCP" means Governor's Office of Drug Control Policy.
e. "Program/Project Director" means the person who has been delegated authority to administer the project described in the application.
f. "Special Conditions" means those conditions applying uniquely to this grant contract as identified on the grant contract page.
g. "Standard Grant Conditions" means those conditions applying to all ODCP grant contracts.
h. "State" means the State of Iowa.

3. Accountability for All Grantees.

The Grantee shall promote effectiveness, efficiency, and accountability. The Grantee must serve the public in an ethical and transparent manner, including operating professionally, truthfully, fairly, and with integrity and accountability to uphold public trust.

The ODCP reserves the right to verify the contents of the Grantee's application and any assertions, reporting, attestations, and submissions to the ODCP or any other governmental agency throughout the term of the grant. If the ODCP determines the Grantee has provided false, misleading, or inaccurate information to the ODCP or another governmental agency, grant funds may be withheld, suspended or terminated.

4. Additional Guidance for Nonprofit Organizations.

A nonprofit organization awarded a subcontract pursuant to section 9 must be aware of and comply with applicable law and regulations. The Iowa Nonprofit Principles and Practices for Charitable Nonprofit Excellence Revised 2016 shall be used as a means of educating nonprofit organizations about the laws and regulations with which they must comply and to provide guidance about good operational practices and ethical conduct. This publication may be accessed at https://inrc.law.uiowa.edu/sites/inrc.law.uiowa.edu/files/pp-2016ed-web.pdf

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The purpose of the Iowa Principles and Practices for Charitable Nonprofit Excellence is to promote good management practices, ethical conduct, and public accountability for Iowa charitable nonprofit organizations as they perform their crucial community services. The Principles and Practices are not regulatory. While many of the Principles and Practices will be helpful to all nonprofits, they are specifically written for 501(c)(3) organizations. The Iowa Principles and Practices for Charitable Nonprofit Excellence are intended to be primarily an educational process designed to improve efficiency and accountability. It is recognized that implementation will take different forms and occur at different levels, given the resources of the nonprofits.

5. Accounts and Records.

a. The Grantee shall comply with pertinent state and Federal laws, and the provisions of the Office of Justice Program's (OJP) Financial Guide: https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

b. The Grantee shall maintain accurate, current, and complete records of the financial activity of this contract, including records which adequately identify the source and application of funds. The Grantee shall maintain separate records for each Federal grant or program. Cash or matching contributions made by the Grantee shall be verifiable from the Grantee's records. These records shall contain information pertaining to contract amount, authorizations, obligations, unobligated balances, assets, liabilities, expenditures, and program income.

c. The Grantee shall maintain effective control and accountability for all assets, including current and accurate equipment inventory records. The Grantee shall adequately safeguard all such assets and property and assure that it is used solely for authorized purposes. Accounting records shall be supported by source documentation such as canceled checks, paid bills, receipts, payrolls, contract award documents, etc.

d. The Grantee, in making project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the ODCP.

e. The Grantee shall maintain a sufficient recordkeeping system to provide statistical data for the purpose of planning, monitoring, and evaluating their program.

f. The Grantee shall retain all pertinent records and books of accounts related to this contract for a period of three (3) years following the closure of the Grantee's most recent audit report. In the event of litigation, negotiation or audit findings, the records shall be retained until all issues arising from such actions have been resolved or until the end of the regular three-year period, whichever is later.

6. Cash/In-Kind Match (If required and included in the approved budget).

Grant application materials will specify the level and conditions of match required for each grant program. If cash or in-kind match is required, the match will be identified in the grant contract signed by the grantee as well as in the approved budget. If "cash" match is included in the approved budget, the Grantee must be able to demonstrate that the match is from a new appropriation, or from existing resources which were not intended for the stated program purpose

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The Grantee shall maintain records clearly showing the source, the amount, and the timing of all match contributions. The following may be used as cash match:

a. Local and State appropriations;
b. Funds contributed from private sources;
c. Federal funds from the following sources:
    1. Housing and Community Development Act of 1974;
    2. Appalachian Regional Development Act;
    3. General Revenue Sharing;
d. Existing resources (as long as the existing funds were used in areas other than the stated program purpose);
e. Salaries of existing personnel who are transferred to grant activities (if the original positions are filled with new personnel;
f. Asset forfeiture funds resulting from State or Federal court action per applicable state and Federal guidelines;
g. Program income and the related interest earned on that program income generated from projects may be used as match provided it is identified and approved prior to making an award;
h. Funds appropriated by Congress for the activities of any agency of a Tribal government or the Bureau of Indian Affairs performing law enforcement functions on Tribal lands; and
i. Funds otherwise authorized by law.

All funds designated as match are restricted to the same use as grant program funds. The matching share must be obligated by the end of the period for which Federal funds have been made available for obligation under an approved program or project. The Grantee must submit a written plan for expenditure of matching funds if requested by the ODCP.

7. Non-Supplanting Requirement.

Federal funds must be used to supplement existing funds for program activities and not replace those funds which have been appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

8. Program Income.

"Program income" means gross income earned by the Grantee during the grant period as a direct result of the grant award. Direct result is defined as a specific act or set of activities that are directly attributable to grant funds and which are directly related to the goals and objectives of the project.

Program income shall be accounted for and used for any purpose that furthers the broad objectives of the legislation under which the award was made.

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Program income earnings and expenditures must be reported with claims for reimbursement and must be used in accordance with the provisions of 2 CFR Part 200, Uniform Administrative Requirements.

9. Subcontracting.

None of the activities or funds of this grant shall be subcontracted to another organization or individual without specific prior approval by the ODCP, with the exception of subcontracts under $1,000. To obtain ODCP approval, the Grantee shall submit the proposed contract or written agreement between the parties. The contract or agreement must contain a list of the activities to be performed by the subcontractor, and the contract policies and requirements. All grant related certifications and conditions agreed upon by the applicant agency shall be passed on to subcontracting agencies. Subcontractors shall complete the Standard Grant Condition Certification.

Open and free competition is required unless specific advanced approval is obtained to use a noncompetitive approach in contracting for a good or service.

10. Unreasonable restrictions on competition under the award; association with 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.

The Grantee monitoring responsibilities include monitoring of subrecipient compliance with this condition.

11. Property and Equipment.

a. Iowa Administrative Code, Chapter 110 and Section III, 3.7 of OJP's Financial Guide prescribe property rules and regulations.

b. The Grantee shall develop procedures to assure competitive acquisition of approved purchases.

c. Definition of Equipment: Any item costing $5,000 or more and having an anticipated useful life of more than one year. Chairs, tables, files and movable partitions costing less than $5,000 shall be accounted for in aggregate. All other items of equipment shall be accounted for individually.

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The above definition identifies a minimum list of items, which must be considered as equipment. The Grantee's accounting system may include other items of equipment as well.

d. The Grantee shall maintain property records, inventory control, and maintenance procedures for all non-expendable property purchased all or in part with grant funds. An inventory report form must be completed and submitted with the last project report to the ODCP. Procedures for managing equipment (including replacement, whether acquired in whole or in part with project funds), will, at a minimum, contain records, which include the following:
   1.) Description of the property;
   2.) Serial number or other identification number;
   3.) Source of the property;
   4.) Identification of who holds the title;
   5.) Acquisition date;
   6.) Cost of the property;
   7.) Location of the property; and
   8.) Disposition data including the date of disposal and sale price.

e. Title of Property: Notwithstanding any other provision of law, title to all expendable and nonexpendable property purchased with grant funds made available under the Grant Program shall vest in the agency that purchased the property, if it certifies to the ODCP that it will use the property for the purposes outlined in the grant application. If such certification is not made, title to the property shall vest in the State of Iowa, which shall seek to have the property used for program related purposes elsewhere in the state prior to using it or disposing of it in any other manner.

f. Use of Property: The Grantee may use property acquired in whole or in part with Federal funds for the authorized purpose of the original grant as long as needed whether or not the program or project continues to be supported by Federal funds.

12. Computer Systems.

No federal funding may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this subsection limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

13. Travel.

Travel specifically identified in the grant application and budget is approved for reimbursement by the ODCP. Out of state training and travel not identified and approved in the application and grant budget requires approval by the ODCP prior to reimbursement. Requests for out-of-state training and travel must be submitted to the ODCP in writing.
The Grantee shall follow state travel policies, or special conditions set forth in the grant. Meal and lodging rates cannot exceed state rates.

In-State meal rates

- Breakfast $8.00
- Lunch $10.00
- Dinner $19.00

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Out of State:

Meal rates are determined by City Level. The following link shows the level for the location you are traveling to - https://das.iowa.gov/state-accounting/travel-relocation/out-state-travel/out-state-city-levels

	Level 1	Level 2	Level 3	Level 4
Breakfast	$ 8.00	$ 8.00	$10.00	$12.00
Lunch	$10.00	$11.00	$12.00	$15.00
Dinner	$19.00	$25.00	$29.00	$38.00

In-state lodging is limited to $80.00 including taxes.

Out of state lodging limits are defined by the federal travel regulations (FTR) https://www.gsa.gov/travel/plan-book/per-diem-rates

State policy requires lodging providers to participate in Human Trafficking Prevention Training and be listed on the state's Certified Locations List.

There may be exceptions to the lodging rates when staying at the facility hosting the event. If the event location rate exceeds the rate listed above, contact our office to receive ***prior approval***.

State of Iowa approval rates will apply to subrecipient travel costs. Subrecipients are encouraged to contact ODCP with questions regarding travel reimbursement rates and processes.

14. Payments.

Expenditure reimbursement shall be made on program cash expenditures included in the grant budget and upon the receipt and acceptance by the ODCP of a properly completed and authorized expenditure report and supporting documentation. Final reimbursement must be requested within 23 days after the end of the grant performance period.

Payments may be adjusted by ODCP to correct disallowances resulting from audit or contract review. Reimbursement may be withheld if a grantee is delinquent in program reporting or if the grantee fails to meet any contract condition.

15. Reporting.

Form to be Used:	***Due Date:***
a. Claim for Reimbursement - Completed online at www.iowagrants.gov	Due by the 23rd day of **each** month, following expenditures. Projects in good standing may elect to submit on a quarterly basis.

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	Final Payment shall be requested within 23 days of the end of the grant performance period.
b. Quarterly Progress Reports - Completed online at www.iowagrants.gov	***Due Date***: October 23rd January 23rd April 23rd July 23rd
c. Inventory Report Form Equipment purchased all or in part with grant funds must be listed on the inventory report form. (See property.) Due to the ODCP 30 days after the grant period.	**Due Date** 30 Days from the end of the grant performance period.
d. Annual Audit Report If agencies are exempt from audit requirements, the Grantee must keep records that are available for review or audit by appropriate officials including the Federal agency, the State agency, and the US Government Accountability Office (GAO).	**Due Date** For July 1st through June 30th audit is due by March 31st

16. Awards to private agencies - accounting system audit requirement.

These organizations must have financial and compliance audits conducted by qualified individuals who are organizationally, personally, and externally independent from those who authorize the expenditure of Federal funds. This audit must be conducted in accordance with the Government Auditing Standards (July 2018 Revision), as found on the GAO website. The purpose of this audit is to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the award. Audits must be conducted no less frequently than every 2 years. The dollar threshold applies as established for audit reports in OMB Circular A-133, as amended.

17. Audits:

Subrecipients of Federal funds are required to permit access to their records and financial statements as necessary to comply with Title 2 CFR Part 200, Subpart F Audit Requirements and Code of Iowa, Chapter 11, Audit of Counties, Cities and School Districts.

Non-Federal entities that expend $750,000 or more in Federal funds (from all sources including pass-through subawards) in the State fiscal year (July 1 - June 30) shall have a single organization-wide audit conducted in accordance with the provisions of Title 2 CFR Part 200, Subpart F.

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Non-Federal entities that expend less than $750,000 in Federal awards in a fiscal year are exempt from audit requirements for that year. Records must be available for review or audit by appropriate officials including the Federal agency, pass-through entity, and General Accounting Office (GAO).

A management letter must be submitted with the audit report. Grantee audit reports must be submitted no later than nine (9) months after the close of each fiscal year during the term of the award. Grantees shall comply with any audit resolution activities as directed by the ODCP.

Audit costs for audits not required or performed in accordance with Title 2 CFR Part 200, Subpart F are not allowable. If the grantee did not expend $750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit; these costs may not be charged to the grant.

18. Monitoring/Evaluation.

The ODCP reserves the right to monitor the Grantee's performance through site visits, reports, or other means deemed necessary by the ODCP. The Grantee agrees that the ODCP may conduct site visits to review grant compliance, assess management controls, assess the applicable activities or strategies, and provide technical assistance. In addition, the Grantee shall provide any data or information required for the purposes of monitoring and program evaluation. Such evaluation may be conducted by the ODCP or other appropriate agencies. The Grantee shall ensure the cooperation of the Grantee's employees, agents, and board members in such efforts.

Following each site visit or review the ODCP may submit a written report to the Grantee, which will identify the findings. A corrective action plan with a timetable to address any deficiencies or problems noted in the report may be requested by the ODCP. The corrective action plan shall be submitted to the ODCP for the approval within the timeline outlined in the written report. The Grantee shall carry out the plan after it is approved by the ODCP. Failure to do so may result in suspension or termination of funding.

19. Changes in the Program.

a. Changes in Service: Changes in types of services provided by the Grantee as agreed to in the application and award require **prior approval** by the ODCP. Discontinuation or modification of a service without prior approval may result in a decrease in the grant amount or termination of the grant.

b. Changes in Location: The Grantee shall notify the ODCP of any change in office or service location (relocation, addition, or deletion) from that shown in the application within 72 hours of such change.

c. Changes in Program Director or Other Personnel: When there is a change in the program director or any other personnel supported by the grant from that shown on the application, the ODCP must be notified. The Grantee is responsible for replacement, and written notification to the ODCP of each action within 72 hours.

d. Change in Legal Applicant/Grantee: This grant shall not be assigned, transferred, or conveyed in whole or in part by the Grantee to any third party or parties without

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prior written approval from the ODCP. A change in legal applicant is the process whereby the legal and administrative responsibility for administering the grant is transferred from one legal entity to another. A change of Grantee must be approved in advance by the ODCP. The ODCP reserves the right to not contract with a new Grantee. A written agreement of the original Grantee to relinquish all rights to the project; and, a written agreement of the new Grantee to accept all the terms and conditions of the contract must be submitted to and approved by the ODCP prior to the date of transfer.

e. Change in Budget: Due to the fact that budget line item amounts are only estimates of budget expenditure, funds may be reallocated among budget line items. Budget revision requests must be submitted, and approved by, the ODCP prior to the revised expenditure of funds. The ODCP will not reimburse funds for unapproved expenditures. Budget revisions may be requested, via iowagrants.gov, by the legal applicant and/or the legal applicant's authorized designee (e.g. the Program/Project Director), who must certify that the change in budget does not constitute a change in the goals and objectives of the program.

20. Copyrights.

The U.S. Department of Justice and the State of Iowa, ODCP reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: a) the copyright in any work developed under a grant, or contract under a grant or subgrant; and b) any rights of copyright to which Grantee or contractor purchases ownership with grant support.

21. Federal Funds Acknowledgment.

Program directors are encouraged to make the results and accomplishments of their activities available to the public. Prior ODCP approval is not needed for publishing the results of an activity under a grant project; however, an acknowledgment of State/Federal support must be made. The Grantee shall, when issuing statements, press releases, and other documents describing the grant project, clearly state: a) the percentage of the total cost of the project which was or will be financed with Federal and State funds; and b) the dollar amount of Federal and State funds for the project.

Any publication (written, visual, or sound), whether published at the Grantee's or government's expense, shall contain the following statements: (NOTE: This excludes press releases, newsletters, and issue analyses.)

"This project was supported by Grant No._____, awarded by the U. S. Department of Justice. Points of view 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 or the Governor's Office of Drug Control Policy."

22. Release of Information and Confidentiality of Records.

a. Release of Public Grant Information: The Grantee is required to make available all records, papers and other documents kept by the Grantee relating to the receipt and disposition of any funds, if requested by any member of the public. All such records shall be available except when access to the records is limited by Federal or State

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confidentiality regulations. The intended use of such information will not be a criterion for release.

b. Confidentiality of Records: The Grantee shall maintain the confidentiality of all confidential records related to this grant in accordance with Federal and State laws. Privacy rights of parents and students apply to this program. Grantee policies and procedures shall provide that records of the identity, diagnosis, prognosis, or treatment of any client which are maintained in connection with the performance of the grant be kept confidential and be used only for the purposes and under the circumstances expressly authorized under the Federal confidentiality regulations 42 CFR part 2 "Confidentiality of Alcohol and Drug Abuse Patient Records" and the Code of Iowa, Chapter 22.7. The Grantee shall comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 CFR part 22 that are applicable to the collection, use, and revelation of data or information.

23. Protection of human research subjects

The grantee (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.

24. Conflict of Interest.

The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

25. Report Misuses of Funds.

The Grantee must promptly refer to the ODCP any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 involving grant funds. This condition also applies to any subcontract for services.

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

No Grantee or subrecipient under this award, or entity that receives a 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

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other form issued by a Federal department or agency governing the nondisclosure of classified information.

1) In accepting this award, the Grantee--
   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 agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

27. Drug Free Workplace.

Each Grantee receiving an award from the Governor's Office of Drug Control Policy shall certify that it will maintain a drug-free workplace, or in the case of a Grantee, who is an individual, certify to the agency that his or her conduct of award activity will be drug-free. If a Grantee makes a false certification, the Grantee is subject to suspension, termination, and debarment. In order to comply with the Drug Free Workplace Act of 1988, Grantees are required to report any conviction of their employees under a criminal drug statute for violations occurring on the Grantee's premises or off the Grantee's premises while conducting official business. A report of a conviction must be made to the ODCP within ten (10) days of receiving notices of such conviction.

28. Americans With Disabilities Act.

The Grantee shall comply with Subtitle A, title II of the Americans with Disabilities Act (ADA), 42 U.S.C. 12131-12134, and Department of Justice implementing regulation, 28 CFR Part 35.

29. Immigration and Naturalization Service.

The Grantee shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Verification Form (I-9). This form is to be used by recipients of Federal funds to verify that persons are eligible to work in the United States.

30. Limited English Proficiency.

"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

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comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov."

Local interpreters and translators may be available through the Iowa Interpreters and Translators Association at https://www.iitanet.org .

31. Nondiscrimination/Equal Employment Opportunity Program.

a. All grant recipients, including contractors, will comply with any applicable Federal nondiscrimination requirements, which may include the following: Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); Juvenile Justice Prevention Act of 1974 (34 U.S.C. § 11182(b)); Civil Rights Act of 1964 (42 U.S.C. 2000d); Rehabilitation Act of 1973 (29 U.S.C. 794); Americans with Disabilities Act of 1990 (42 U.S.C. 12131-34); Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685-86); Age Discrimination Act of 1975 (42 U.S.C. 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); and U.S. Department of Justice Regulation – Partnerships with Faith-Based and Other Neighborhood Organizations (28 C.F.R. pt. 38).

b. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the Grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the Iowa Governor's Office of Drug Control Policy (ODCP).

c. The Grantee will provide an Equal Employment Opportunity Plan (EEOP) to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), if required to submit one. Grantee agencies receiving less than $25,000; grantee agencies with less than 50 employees; and non-profit organizations, Indian Tribes, and medical and education institutions, are exempt from the EEOP requirement, but the grantee is required to claim the exemption through OCR's EEO Reporting Tool at https://ojp.gov/about/ocr/eeop.htm. Grantees required to submit an EEOP shall submit it directly to the OCR through the online EEO Reporting tool. A copy of the certification form shall also be submitted to the ODCP. Information about civil rights obligations of grantees can be found at www.ojp.usdoj.gov/ocr .

d. In accordance with Federal civil rights laws, the Grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All grant recipients, including contractors, will also comply with the Iowa Civil Rights Act. The Iowa Civil Rights Act, (IAC Ch 216), prohibits discrimination in employment because of a person's: Race, Creed, Color, Sex, Age, National Origin, Gender Identity, Sexual Orientation, Disability, or Religion.

e. Grant recipients, if required, must make available, upon request, its Affirmative Action Program containing goals and time specifications.

f. This contract may be suspended or terminated, in whole or in part, in the event of the Grant recipient's noncompliance with this section and the recipient may be declared ineligible for further contracts with the ODCP. Additionally, the ODCP may take

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further action by imposing other sanctions or invoking other remedies as provided by the Iowa Civil Rights Act of 1965 or as otherwise provided by law.

g. The U.S. Department of Justice, Office for Civil Rights issued an advisory document for grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, the Grantee should consult local counsel in reviewing their employment practices. If warranted, the Grantee should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

32. Findings of Discrimination.

The Grantee assures that in the event a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, disability, age, sexual orientation, gender identity, or sex against a recipient of funds, the Grantee will promptly forward a copy of the finding to the Governor's Office of Drug Control Policy.

33. Determination of suitability required, in advance, for certain individuals who may interact with participating minors

1. Advance determination regarding suitability. The Grantee (and any subrecipient at any tier) may not permit any covered individual to interact with any participating minor in the course of activities under the award, unless the Grantee or subrecipient first has made a written determination of the suitability of that individual to interact with participating minors, based on current and appropriate information as described in paragraph 3.e., and taking into account the factors and considerations described in paragraph 4.
2. Updates and reexaminations
    a. The Grantee (or subrecipient) must, at least every five years, update the searches described in paragraph 3.e, reexamine the covered individual's suitability determination in light of those search results, and, if appropriate, modify or withdraw that determination.
    b. The Grantee also must reexamine a covered individual's suitability determination upon learning of information that reasonably may suggest unsuitability and, if appropriate, modify or withdraw that determination.
3. Definitions
    a. "Covered individual" means any individual (other than a participating minor, as defined in this condition, or a client of the Grantee (or subrecipient)) who is expected, or reasonably likely, to interact with any participating minor (other than the individual's own minor children). A covered individual need not have any particular employment status or legal relationship with the Grantee (or

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subrecipient). Such an individual might be an employee of a Grantee (or subrecipient), but also might be (for example) a consultant, contractor, employee of a contractor, trainee, volunteer, or teacher.

b. "Participating minor." All individuals under 18 years of age participating in grant funded activities are participating minors.

c. "Interaction" includes physical contact, oral and written communication, and the transmission of images and sound, and may be in person or by electronic (or similar) means. But "interaction" does not include--

   i. brief contact that is both unexpected by the Grantee (or subrecipient) and unintentional on the part of the covered individual -- such as might occur when a postal carrier delivers mail to an administrative office.

   ii. personally-accompanied contact -- that is, infrequent or occasional contact (for example, by someone who comes to make a presentation) in the presence of an accompanying adult, pursuant to written policies and procedures of the Grantee (or subrecipient) that are designed to ensure that -- throughout the contact -- an appropriate adult who has been determined to be suitable pursuant to this condition will closely and personally accompany, and remain continuously within view and earshot of, the covered individual.

d. "Activities under the award." Whether paid for with federal funds from the award, "matching" funds, or "program income" for the award include both--

   i. activities carried out under the award by the Grantee (or subrecipient); and

   ii. actions taken by an entity or individual pursuant to a procurement contract under the award or to a procurement contract under a subaward at any tier.

e. "Current and appropriate information"
In addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by the Grantee's (or subrecipient's) written policies and procedures, current and appropriate information includes the results of all required searches listed below, each of which must be completed no earlier than six months before the determination regarding suitability.

   i. Public sex offender and child abuse websites/registries
   A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably- accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including—

      a. the Dru Sjodin National Sex Offender Public Website (www.nsopw.gov);

      b. the website/public registry for each state (and/or tribe, if applicable) in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and

      c. the website/public registry for each state (and/or tribe, if applicable) in which the individual is expected to, or reasonably likely to,

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interact with a participating minor in the course of activities under the award.

ii. Criminal history registries and similar repositories of criminal history records

For each individual at least 18 years of age who is a covered individual under this award, a fingerprint search (or, if the Grantee or subrecipient documents that a fingerprint search is not legally available, a name-based search, using current and, if applicable, previous names and aliases) -- encompassing at least the time period beginning five calendar years preceding the date of the search request -- of pertinent state (and, if applicable, local and tribal) criminal history registries or similar repositories, including--

a. the criminal history registry for each state in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
b. the criminal history registry for each state in which he or she is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.

4. Factors and considerations in determinations regarding suitability

In addition to the factors and considerations that must or may be considered under applicable federal, state, tribal, or local law, and under the Grantee's (or subrecipient's) written policies and procedures, in making a determination regarding suitability, the Grantee (or subrecipient) must consider the current and appropriate information described in paragraph 3.e.

In particular (unless applicable law precludes it), with respect to either an initial determination of suitability or a subsequent reexamination, the Grantee (or subrecipient) may not determine that a covered individual is suitable to interact with participating minors in the course of activities under the award if the covered individual--

a. Withholds consent to a criminal history search required by this condition;
b. Knowingly makes (or made) a false statement that affects, or is intended to affect, any search required by this condition;
c. Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website;
d. To the knowledge of the Grantee (or subrecipient), has been convicted -- whether as a felony or misdemeanor -- under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law):
    i. sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense;
    ii. rape/sexual assault, including conspiracy to commit rape/sexual assault;
    iii. sexual exploitation, such as through child pornography or sex trafficking;
    iv. kidnapping;
    v. voyeurism; or
e. Is determined by a federal, state, tribal, or local government agency not to be suitable.

5. Administration; rule of construction

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a. The requirements of this condition are among those that must be included in any subaward (at any tier), and must be monitored. They apply as of the date of acceptance of the grant, and throughout the remainder of the period of performance.
b. The Grantee is to contact the ODCP with any questions regarding the requirements of this condition and must not allow a covered individual to interact with a participating minor until such questions are answered.
c. Nothing in this condition shall be understood to authorize or require the Grantee, any subrecipient at any tier, or any person or other entity, to violate any federal, state, tribal, or local law, including any applicable civil rights or nondiscrimination law.

34. Equal Treatment for Faith Based Organizations.

The Grantee shall comply with the applicable requirements of 28 C.F.R. Part 38, governing "Equal Treatment for Faith Based Organizations". The Equal Treatment Regulation provides in part that grant awards may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Grant recipients may still engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded through grant funding are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

35. Lobbying Restrictions.

The Grantee agrees that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
b. If 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 contract or grant, and the Grantee receives Federal funds exceeding $100,000, the Grantee shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions https://www.gsa.gov/forms-library/disclosure-lobbying-activities
c. The Grantee shall require that the language of this certification be included in any subcontracts and that all contractors shall certify and disclose accordingly. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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36. Sanctuary Jurisdiction (Iowa Code).

The Grantee shall comply with the provisions of Iowa Code chapter 27A, which applies to the enforcement of immigration laws. Grantees who are found to be in non-compliance with Iowa Code 27A are ineligible to receive funds through the ODCP. Rules governing the determination of non-compliance and the reinstatement of eligibility are provided in Iowa Administrative code 541 chapter 13.

37. Liability.

a. If any provision contained herein is in conflict with any State or Federal law or shall be declared to be invalid by any court of record of this State, such invalidity shall affect only such portions as are declared invalid or in conflict with the law. Any remaining portion ruled valid by the court shall continue to be in effect.

b. The ODCP reserves all administrative, contractual and legal remedies, which are available in the event that the Grantee violates or breaches the terms of this contract.

38. Drug Task Force.

Officers funded by the Office of Drug Control Policy who encounter minors who as a direct or indirect result of the presence and or the use of any illegal drug are at risk of exposure, abuse, or neglect shall at a minimum report the encounter to the Department of Human Services. Task forces are strongly encouraged to participate in a Drug Endangered Children program designed to identify and protect the wellbeing of these youth.

39. Drug Task Force Training.

Each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete Department of Justice required online (internet-based) task force training. All task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When registering for the training, participants should use the preauthorization code **QX6S4**

40. Safe Policing and Law Enforcement

Grants made to State, local, college, or university law enforcement agencies shall be certified by an approved independent credentialing body or have started the certification process regarding the following two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

41. Use of Force Training Metrics.

(Byrne JAG Grantees Only) Law enforcement agencies receiving direct or sub-awarded JAG funding must submit accountability metrics data related to training that officers have

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received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

42. NEPA Clandestine Methamphetamine Laboratories.

This condition facilitates compliance with the provision of the National Environmental Policy Act (NEPA) relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories [hereinafter, "meth lab operations"]. No Federal monies from this award may be obligated to support meth lab operations unless the grant recipient implements this condition.

The Office of Justice Programs (OJP), in consultation with the Bureau of Justice Assistance, the Drug Enforcement Administration, and the Office for Community Oriented Policing Services, prepared a Program-level Environmental, health and safety impacts likely to be encountered by law enforcement agencies as they implement specific actions under their methamphetamine laboratory operations. Consistent with the Assessment, the following terms and conditions shall apply to the grant recipient for any OJP funded meth lab operations:

a. The grant recipient shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to meth lab operations, to include the disposal of the chemicals, equipment, and wastes resulting from those operations.
b. Grant recipients shall have a Mitigation Plan in place that identifies and documents the processes and points of accountability within its state. This plan will be used to ensure the adverse environmental, health, and safety impacts in the Assessment are mitigated in a manner consistent with the requirements of this condition.
c. Grant recipients shall monitor grant funded meth lab operations to ensure that they comply with the following nine mitigation measures identified in the Assessment and whose implementation is addressed in the grantee's Mitigation Plan.

Methamphetamine Mitigation Conditions

Where applicable, grant recipients shall:

a. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
b. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
c. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;
d. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;
e. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory;

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f. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
g. Monitor the transport, disposal and recycling components of subparagraphs number "e" and "f" immediately above in order to ensure proper compliance;
h. Have in place and implement a written agreement with the responsible State environmental agency. This agreement must provide that the responsible State environmental agency agrees to: (i) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory; and (ii) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the State environmental agency and in accordance with existing State and Federal requirements;
i. Have in place and implement a written agreement with the responsible State or local service agencies to properly respond to any minor, as defined by State law, at the site. This agreement must ensure immediate response by qualified persons who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up tests, examinations, or health care made necessary as a result of methamphetamine toxicity; and
j. Report all clandestine lab responses to the Iowa Division of Narcotics Enforcement using EPIC report form #143. Assistance in completing this form is available by calling 515/281-9054.

43. System for Award Management (SAM) and Universal Entity Identifier(UEI) Registration.

Grant recipient shall register and provide the Governor's Office of Drug Control Policy a UEI Number. The Grantee shall maintain a current registration with the System for Award Management (SAM) for the duration of the grant project period.

44. Recipient Integrity and Performance.

The Grantee 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) this award. Under certain circumstances, recipients of federal grant funds 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 http://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

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45. Disclosure of "High Risk" Designation by Federal Agency.

The Grantee shall disclose to the Office of Drug Control Policy any designation of "high risk" by any Federal grant-making agency currently or at any time during the course of the period of performance under the award. For purposes of this disclosure, high risk includes any status under which a Federal awarding agency provides additional oversight due to the Grantee's past performance, or other programmatic or financial concerns with the Grantee.

46. Breach of Personally Identifiable Information.

The Grantee (including other participating agency supported by the award) must have written procedures in place to respond in the event of an actual or imminent "breach" if it (or participating agency)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of a grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The Grantee's breach procedures must include a requirement to report actual or imminent breach of PII to the Office of Drug Control Policy no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach. The ODCP will in turn report the breach to the appropriate Federal agency.

47. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance).

48. Withholding of Support, Suspension, and Termination.

a. Withholding of Support: With ten (10) days written notice, the ODCP may temporarily withhold payment of funds until a corrective action plan has been submitted by Grantee and approved by the ODCP. Reasons may include, but are not limited to the following:

1.) Delinquency in submitting required reports;

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2.) Failure to provide adequate management of the funds;
3.) Failure to show satisfactory progress in achieving the objectives of the program or failure to meet the terms and conditions of the contract; and
4.) Failure to regularly coordinate the activities and services with other local providers funded by the ODCP. Temporary withholding of funds does not constitute just cause for the Grantee to interrupt services to clients.

b. Suspension: When, as determined by the ODCP, a Grantee has materially failed to comply with the terms and conditions of the grant, the ODCP may, with ten (10) days written notice to Grantee, suspend the grant. Only necessary and proper costs that the ODCP agrees could not have reasonably been avoided during the period of suspension will be paid by the ODCP. Suspension shall remain in effect until the Grantee has shown to the satisfaction of the ODCP that corrective action has been or will be taken, or until the ODCP terminates the grant.

c. Termination:
1. Termination for Cause: The ODCP may terminate a grant in whole or in part any time before the date of completion if the ODCP determines that the Grantee has failed in a material way to comply with the terms and conditions of the grant. To terminate a grant, the ODCP must send written notice to the Grantee stating the date and reasons for the termination. Payments to the Grantee will be only for services provided or purchases authorized up to the date of termination. Recovery of funds by the ODCP shall be made in accordance with the terms and conditions of this grant.
2. Termination on Other Grounds: In addition to termination for cause, the ODCP grants may be terminated in whole or in part as follows:

a By the ODCP with the consent of the Grantee. Both parties agree on the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
b By the Grantee. Sixty (60) days written notice to the ODCP is required. Such notice shall set forth the reason for such termination. Termination of part of the grant is subject to Section 17 entitled "Changes in the Program."
c By the ODCP due to the lack of adequate funds to support the grant. Should this contract terminate prior to the expiration date as set forth in the grant cover page, the Grantee agrees to deliver such information and items which are due as of the date of termination.
d By the ODCP in whole or in part without the payment of any penalty or incurring any further obligation to the Grantee whenever the ODCP determines that such termination is in the best interests of the State. In this event, the ODCP shall issue a termination notice to the Grantee at least ten (10) days prior to the effective termination date. Following termination upon notice, the Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided and non-cancellable obligations incurred under this contract up to and including the date of termination.

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e In addition, the ODCP may terminate this contract effective immediately without penalty and without advance notice for any of the following reasons:

i. The Grantee furnished any statement, representation, warranty or certification in connection with this Contract, the RFP **or other solicitation document** that is false, deceptive, or materially incorrect or incomplete;
ii. **The Grantee or** any of **its** officers, directors, employees, agents, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
iii. The Grantee terminates or suspends its business;
iv. The **Grantee** has failed to comply with any applicable international, Federal, State (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
v. The **ODCP** determines or believes the **Grantee** has engaged in conduct that: (a) has or may expose the **ODCP** or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;
vi. **The Grantee** knowingly infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or **the Grantee** misappropriates or allegedly misappropriates a trade secret or ;
vii. **The Grantee** fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy.

3. Termination for Convenience. The ODCP may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Grantee whenever, for any reason, the ODCP determines that such termination is in the best interests of the ODCP or the State. In this event, the ODCP shall issue a termination notice to the Grantee at least ten (10) days prior to the effective termination date. Following termination upon notice, the Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract up to an including the date of termination.

d In the event of termination, the Grantee shall be reimbursed by the ODCP only for those allowable costs incurred or encumbered up to and including the termination date, subject to the continued availability of funds to the ODCP. Upon receipt of notice of termination the Grantee shall cease work under this contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and shall furnish a report within thirty (30) days of the date of notice of termination describing the status of all work under the contract. The Grantee shall also immediately cease using and return to the ODCP any personal property, equipment, or materials

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provided by the ODCP to the Grantee and shall immediately return to the ODCP any payments made by the ODCP for services that were not rendered by the Grantee.

e In the event of termination, the Grantee agrees to deliver such information and items which are due as of the date of termination, including but not limited to partially completed plans, drawings, data, documents, surveys, maps, and reports. The Grantee shall ensure a smooth transition of services to clients, regardless of whether this contract terminates prior to or upon the expiration date of the contract. If the Grantee fails to ensure a smooth transition of services to clients, the ODCP may, at its sole discretion, place the Grantee on its list of contractors barred from entering into any contract with the ODCP and immediately terminate all other existing contracts between the ODCP and the Grantee. The Grantee shall cooperate in good faith with the ODCP and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement provider.

f. The ODCP shall not be liable for the following costs or expenses: unemployment compensation; the payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates; any costs incurred by Grantee in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract; any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract; any taxes Grantee may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

g The ODCP reserves all administrative, contractual and legal remedies which are available in the event that the Grantee violates or breaches the terms of this contract.

49. Indemnification.

The Grantee and its successors and assignees agree to indemnify and hold harmless the State of Iowa and the ODCP and its officers, employees, agents, and volunteers from any and all liabilities, damages, settlements, judgments, costs and expenses, including the reasonable value of time spent by the Attorney General's Office and the costs and expenses and reasonable attorney fees of other counsel required to defend the ODCP or the State of Iowa, related to or arising from any of the following:

a. Any violation of this contract.

b. Any negligent, intentional, or wrongful act or omission of the Grantee, its officers, employees, agents, board members, contractors or subcontractors, or any other person in connection with this project.

c. Any infringement of any patent, trademark, trade dress, trade secret, copyright, or other intellectual property right.

d. The Grantee's performance or attempted performance of this contract.

e. Any failure by the Grantee to comply with all Federal, State, and local laws and regulations.

f. Any failure by the Grantee to make all reports, payments, and withholdings required by Federal and State law with respect to social security, employee income, and other taxes, fees, or costs required by the Grantee to conduct business in the State of Iowa.

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g. The death, bodily injury or damage to property of any enrollee, agent, employee, business invitee or business visitor of the Grantee or any of its subcontractors.

h. Any failure by the Grantee to adhere to the confidentiality provisions of this contract.

50. Warranties.

a. The Grantee represents and warrants that: (i) all Deliverables shall be wholly original with and prepared solely by Grantee; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the Deliverables to the ODCP hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the ODCP hereunder or under any license agreement related hereto without violating any rights of any third party; (ii) Grantee has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the ODCP herein; and (iii) the ODCP shall peacefully and quietly have, hold, possess, use and enjoy the Deliverables without suit, disruption or interruption.

b. The Grantee represents and warrants that: (i) the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and (ii) the ODCP's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. Grantee further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. Grantee shall inform the ODCP in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Grantee shall, at the ODCP's request and at the Grantee's sole expense: (i) procure for the ODCP the right or license to continue to use the Deliverable at issue; (ii) replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; (iii) modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; or (iv) accept the return of the Deliverable at issue and refund to the ODCP all fees, charges and any other amounts paid by the ODCP with respect to such Deliverable. In addition, Grantee agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Grantee in this section. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the ODCP and shall survive termination of this Contract.

c. The Grantee represents and warrants that the Deliverables (in whole and in part) shall: (i) be free from material Deficiencies; and (ii) meet, conform to and operate in accordance with all Specifications.

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d. The Grantee represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the ODCP notifies Grantee of any services performed in violation of this standard, Grantee shall re-perform the services at no cost to the ODCP, such that the services are rendered in the above-specified manner, or if the Grantee is unable to perform the services as warranted, Grantee shall reimburse the ODCP any fees or compensation paid to Grantee for the unsatisfactory services.

e. The Grantee represents and warrants that the Deliverables will comply with any applicable Federal, State, foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Contract, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Department of Administrative Services, Information Technology Enterprise.

51. Status of Grantee.

The Grantee shall at all times be deemed an independent contractor. The Grantee, its employees, agents, and any subcontractors performing under this contract are not employees or agents of the State of Iowa or any agency or department of the State. The Grantee shall be responsible for withholding all taxes and shall hold the ODCP harmless for any claims for the same.

52. Choice of Law and Forum.

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in the Iowa District Court in and for Polk County, Iowa. If, however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the ODCP or the State of Iowa.

53. Immunity from Liability.

Every person who is a party to the Contract is hereby notified and agrees that the State, the ODCP, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's and/or subcontractors' activities involving third parties and arising from the Contract.

54. Compliance with Iowa Code chapter 8F.

If the Contract is subject to the provisions of Iowa Code chapter 8F, the Grantee certifies it will comply with the requirements of the Iowa Code chapter 8F. The Grantee shall forward

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any compliance documentation, including but not limited to certifications, and any compliance documentation received from subcontractors by the Grantee to the ODCP.

55. Enhancement of Contractor Employee Whistleblower Protections.

41 U.S.C. 4712 states, "employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblowing protections cannot be waived by any agreement, policy, form or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or,
- A violation of a law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A member of Congress, or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or,
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The requirement to comply with, and inform all employees of the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is in effect for all grants, contracts, subgrants, and subcontracts.

56. Ownership of Deliverables.

Ownership and Assignment of Other Deliverables. The Grantee agrees that the State and the ODCP shall become the sole and exclusive owners of all Deliverables. Grantee hereby irrevocably assigns, transfers and conveys to the State and the ODCP all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. Grantee represents and warrants that the State and the ODCP shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Grantee or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Grantee. The Grantee (and Grantee's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to

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the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the ODCP and the payment of such royalties or other compensation as the ODCP deems appropriate. Unless otherwise requested by ODCP, upon completion or termination of this Contract, Grantee will immediately turn over to ODCP all Deliverables not previously delivered to the ODCP, and no copies thereof shall be retained by Grantee or its employees, agents, subcontractors or affiliates, without the prior written consent of the ODCP. To the extent any of Grantee's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Grantee hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

57. Confidentiality, IT Standards, and Security.

a. The Grantee will comply with and adhere to the following the ODCP and State information technology standards and provide training to Grantee's employees and subcontractors concerning such standards, procedures and protocols as applicable.

1. Data Backup Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of the ODCP required services.
2. Data Stewardship Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of ODCP required services.
3. Interconnectivity Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of ODCP required services.
4. Laptop Data Protection Standard: Applicable to Grantees which utilize laptops to process, store, transmit or monitor data essential to the performance of the ODCP required services or connects to state owned or managed network.
5. Removable Storage Encryption Standard: Applicable to Grantees which utilize removable storage devices to process, store, transmit or monitor information essential to the performance of the ODCP required services.
6. Web Application Security Standard: Applicable to Grantees which develop, manage or utilize state resources including but not limited to websites, data systems, desktop applications and web based services.
7. Website Accessibility Standard: Applicable to Grantees which develop and maintain ODCP web pages.

Current state information technology standards are accessible online at.
https://ocio.iowa.gov/home/standards

b. The Grantee will take all precautions and actions necessary to: (i) prevent unauthorized access to the ODCP's and the State's systems, networks, computers, property, records, data, and information; and (ii) ensure that all of the ODCP's and the State's documentation, electronic files, data, and systems are developed, used, and maintained in a secure manner, protecting their confidentiality, integrity and availability. Grantee agrees that it will not

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copy, reproduce, transmit, or remove any ODCP (or State) information or data without the prior written consent of the ODCP. Grantee agrees that it shall be liable for any damages, losses, and expenses suffered or incurred by the ODCP or the State as a result of: (a) any breach of this section, or (b) any breaches of security (including those described below) that are caused by any action or omission of Grantee or Grantee's employees, agents and subcontractors. Breaches of security include, but are not limited to:

1 Disclosure of confidential or sensitive information;
2 Unauthorized access to ODCP or State systems;
3 Illegal technology transfer;
4 Sabotage or destruction of ODCP or State information or information systems;
5 Compromise or denial of ODCP or State information or information systems;
6 Damage to or loss of ODCP or State information or information systems; and
7 Theft.

a. The Grantee shall immediately report to the ODCP any such breach of security. In the event of a breach of this section or any breach of security as described herein, the ODCP may terminate this Agreement immediately without penalty or liability to the ODCP and the State and without affording Grantee any opportunity to cure.

58. Qualifications of Staff.

The Grantee shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Grantee, are properly licensed, certified or accredited as required under applicable Federal and State law and the Iowa Administrative Code. The Grantee shall provide standards for service providers who are not otherwise licensed, certified or accredited under Federal or State law or the Iowa Administrative Code.

59. State Agencies and Iowa Regent Institutions.

If the Grantee is a state agency or state of Iowa Regent Institution:

a) Section 49 (Indemnification) and Section 51 (Status of Grantee) shall be of no force and effect.
b) Section 50 (Warranties) shall be modified to delete the phrase "and warrants" each time said phrase is mentioned. Additionally, the following sentence shall be deleted from 50(b): "In addition, Grantee agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Grantee in this section."
c) Section 56 shall be modified to add the following sentence: The ODCP and State agree to provide to Grantee a non-exclusive, royalty-free license to use the Deliverables for its own research and educational purposes, for the purpose of complying with this Grant, and for any purpose authorized or required by federal or state law.

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Iowa Governor's Office of Drug Control Policy

STANDARD GRANT CONDITIONS CERTIFICATION
Legal Applicant & Program/Project Director

On behalf of, (*agency*) Waterloo Police Department I have read, understand, and agree to abide by the Standard Grant Conditions for the Iowa/Governor's Office of Drug Control Policy Grant Program.

Quentin Hart
(Legal Applicant – Print or Type)

DocuSigned by: Quentin Hart D0525D78AAC8449... 12/12/2022
(Signature Legal Applicant)
(Date)

Joseph Leibold
(Program/Project Director – Print or Type)

DocuSigned by: Joseph Leibold F6313AE192314A2... 12/12/2022
(Signature Program/Project Director)
(Date)

Iowa Governor's Office of Drug Control Policy

STANDARD GRANT CONDITIONS CERTIFICATION
Contract Services (If Applicable)

_____ (*contracting agency*) has entered into an agreement with _____ (*Legal Applicant*) to provide services through a grant provided by the Office of Drug Control Policy. The applicant agency has provided a copy of the standard grant conditions. I have read, understand, and agree to abide by the Standard Grant Conditions for the Iowa/Governor's Office of Drug Control Policy Grant Program.

_____
(Signature Contracting Agency)

_____
(Date)

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CERTIFIED ASSURANCES

NON-SUPPLANTING

The grantee assures that Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for project activities.

MATCHING FUNDS

The grantee assures that matching funds required to pay the non-Federal portion of the cost of each program and project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for criminal justice activities by the recipients of grant funds and shall be provided on a project-by-project basis.

RECORD KEEPING

The grantee assures that fund accounting, auditing, monitoring, evaluation procedures, and such records as the Governor's Office of Drug Control Policy shall require, shall be provided to assure fiscal control, proper management, and efficient disbursement of funds received.

REPORTING

The grantee assures that it shall maintain such data and information and submit such reports in such form, at such times, and containing such data and information as the Governor's Office of Drug Control Policy may reasonably require to administer the program.

FINANCIAL AND ADMINISTRATIVE GUIDE

The grantee assures that it will comply with the provisions of the Office of Justice Programs' "Financial and Administrative Guide for Grants. http://ojp.gov/financialguide/DOJ/index.htm

COMPLIANCE WITH FEDERAL PROCEDURES

The grantee assures that it will comply with the provisions of 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information Systems; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.

DUNS/SAM Registration:

The grantee assures that it will register and provide the Governor's Office of Drug Control Policy a Data Universal Number System (DUNS) number. The recipient shall maintain a current registration with the System for Award Management (SAM) for the duration of the grant project period.

Recipient Integrity and Performance

The grantee assures that it will comply with any and all applicable requirements regarding reporting of

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information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) this award. Under certain circumstances, recipients of federal grant funds 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 http://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

CERTIFICATION

I certify that the program in this application meets all the requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; that all the information presented is correct; and the application will comply with the provisions of the Act and all other Federal laws, regulations, and guidelines. By appropriate language incorporated in each subcontract or other document under which funds are to be disbursed, the undersigned shall assure the applicable conditions above apply to all recipients of assistance.

DocuSigned by:
Joseph Leibold
F6313AE192314A2...
Signature - Project Director

12/12/2022
Date

DocuSigned by:
Quentin Hart
D0525D78AAC8449...
Signature - Legal Applicant

12/12/2022
Date

DocuSign Envelope ID: 0F20EB0C-3A70-4334-B552-63444237F62A

CIVIL RIGHTS REQUIREMENTS INFORMATION

1. Civil Rights Contact Person: Abraham Funchess

2. Title/Address: Director, Waterloo Human Rights

620 Mulberry Street

Waterloo, IA 50703

3. Telephone Number: 319-291-4441

4. Number of persons employed by the agency responsible for administering this grant:

132

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Iowa Governor's Office of Drug Control Policy
US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, participants' responsibilities. The regulations were published as Part VIII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in the certification, such prospective participant shall attach an explanation to this proposal.

Aaron McClelland, Captain Waterloo Police Department

Name and Title of Authorized Representative

DocuSigned by:
Quentin Hart
D0525D78AAC8449...

12/12/2022

Signature Date

Waterloo Police Department

Name of Organization

715 Mulberry, Street, Waterloo IA 50703

Address of Organization

DocuSign Envelope ID: 0F20EB0C-3A70-4334-B552-63444237F62A

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DocuSign Envelope ID: 0F20EB0C-3A70-4334-B552-63444237F62A

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F. The regulations, published in the May 25, 1990 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 CFR Part 67, Sections 67.615 and 67.620).

The grantee certifies that it will 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 the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about --
- (1) The dangers of drug abuse in the workplace;
- (2) The grantee'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 grant 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 grant, the employee will --
- (1) Abide by the terms of the statement; and
- (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 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;

(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).

Place(s) of Performance: The grantees shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, City, County, State, zip code):

City of Waterloo, Black Hawk County, Iowa

Waterloo Police Department

Organization Name

Aaron McClelland, Captain

Name and Title of Authorized Representative

DocuSigned by:
Quentin Hart
D0525D78AAC8449...

Signature

12/12/2022

Date

DocuSign Envelope ID: 0F20EB0C-3A70-4334-B552-63444237F62A

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement of $100,000 or more; or Federal loan of $150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Forms are available from the Governor's Office of Drug Control Policy.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Waterloo Police Department

715 Mulberry Street

Waterloo IA 5070
3

Name and Address of Organization

Aaron McClelland, Captain

Name of Authorized Individual

DocuSigned by:
Quentin Hart
D0525D78AAC8449...

12/12/2022

Signature and Date

Revised May 20, 2021

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 1/3/2023
Prepared: 12/22/2022

ATTACHMENTS:

Description	Type
BarrettApplication	Cover Memo

SUBJECT:	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.
Submitted by:	Submitted By: Paul Huting, Leisure Services Director
Recommended Action:	Recommend approval.
Summary Statement:	This grant would help fund elements of the Gates Park Master Plan and the Aquatics Master Plan as presented at the January 31, 2022 Council Work Session.
Neighborhood Impact:	This project will have a major positive impact on neighborhoods surrounding Gates and Byrnes Parks.
Expenditure Required/Source of Funds:	Matching CIP funds in the amount of $4,500,000.00 have been approved by Council Resolution. $13 million is being raised through a wide variety of grants and gifts. The current funding gap is just over $4 million.

THE PAULINE R. BARRETT CHARITABLE FOUNDATION
GRANT APPLICATION COVER SHEET
(For Grants over $25,000)

Legal name of organization applying: **City of Waterloo Leisure Services Commission**
(Should be same as on IRS determination letter and as supplied on IRS Form 990)

Year Founded: **Incorporated 1868** Current Operating Budget: **$9,301,003**

Executive Director: Paul Huting Phone number: 319-291-4370

Contact person/title/phone number (if different from executive director): Same

Address (principal/administrative office): 1101 Campbell Avenue
City/State/Zip: Waterloo, Iowa 50701
Fax Number: 319-291-4297 E-mail: paul.huting@waterloo-ia.org

List any previous support from Pauline R. Barrett or this Foundation in the last 5 years: none
Project Name: Transforming Gates and Byrnes Parks

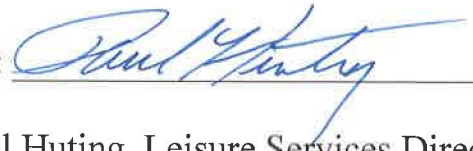
Purpose of Grant: The project is to remove two failing outdoor swimming pools at Byrnes and Gates parks, and to construct 1) An array of transformative improvements at Gates Park as identified by a stake holders focus group and 2) A new aquatic center at Byrnes Park.
Dates of the Project: Construction would begin in Gates Park in the spring of 2023. The Byrnes Pool project would begin late summer of 2023 with total project completion planned for summer of 2024.

Amount Requested: $ 500,000

Total Project Cost: $ 17,494,519

Geographic Area Served: The entire City of Waterloo and surrounding area.

Dated: January 3, 2023

Signed By: 

Title: Paul Huting, Leisure Services Director

Executive Summary: The City of Waterloo Leisure Services Commission is launching an exciting campaign to transform Waterloo's two "anchor parks". Major improvements are planned for Gates Park and Byrnes Park.
Swimming pools at both parks are failing. A recent aquatics master plan process with public input has resulted in City Council endorsement of comprehensive improvement project to include a multi-faceted renovation of Gates Park and a new outdoor aquatic center at Byrnes Park.
Features planned for **Gates Park** include a splash pad, inclusion park, amphitheater, lighted basketball courts surrounded by a skating track, sculpture garden with pollinator plantings, renovated soccer field, and more. It is estimated that $8 million would be invested to completely transform this park.
At **Byrnes Park** the pool would be replaced by a new aquatic center featuring a lazy river, slide tower, 4-lane 25-yard lap pool, zero depth entry pool with play and instructional area. Also included would be a new bathhouse and mechanical building. The investment at Byrnes would be approximately $8-9.5 million.

Purpose of Grant: Waterloo's outdoor aquatic facilities at Gates and Byrnes Parks were constructed over 40 years ago and have been determined to be beyond their useful life span, according to the Waterloo Aquatics Master Plan prepared by Ballard King and Associates (171 page document available upon request). It is imperative that Waterloo Leisure Services build new aquatic facilities in order to continue providing life-saving learn to swim programs and afford area residents summer recreational swim opportunities.
The Ballard King plan has also identified a need to revitalize Gates Park with a broad array of new facilities (mentioned above) as recommended by meetings with a Gates Park Focus Group, public surveys, and consultation with the Gates Park Neighborhood Association.
The requested of $500,000 grant from Pauline R. Barrett Charitable Foundation would be used to help fund improvements at Gates Park or Byrnes Park. The Foundation Board could direct funding to a specific feature or features with naming opportunities if so desired. **This grant would also help greatly to meet a challenge by the State of Iowa to raise another $750,000 in order to be offered a $1million CAT grant contract.**

Partnerships: The Leisure Services Commission is enlisting many other partners in this project. A grant application for $6.5 million has been approved by the Black Hawk County Gaming Association Board. A request for funding totaling $4.5 million over 2 years in the City of Waterloo Capital Improvements Program has been approved by Waterloo City Council. The McElroy Trust Board approved a $1 million grant and the Otto Schoitz Foundation has approved a $1 million grant. The Cedar Valley Community Foundation recently awarded $100,000 Mission Fulfillment Grant and the Max and Helen Guernsey Charitable Foundation has awarded a $100,000 grant. . A dedicated fund for grass roots project donations has been established at the Waterloo Community Foundation, with initial gifts of $10,000 from the VGM Employees Fund and $15,000 from the Waterloo RAGBRAI Committee. In addition, the Young Family Foundation initially helped fund the development of the Gates Park Master Plan and have recently pledged another $100,000 for Gates Park Improvements. Grants are currently being sought from the Van G. Miller Family Charitable Trust, John Deere Foundation and Tyson Foods.

Timetable: The planned timetable for this project is for groundbreaking in the spring of 2023 at Gates Park and completion of the entire project at Gates and Byrnes Parks by summer of 2024.

Long term funding strategy: Long term funding for the project maintenance and programming will be included within the Leisure Services Commission operating budgets.

Evaluation: The success of this project will be defined by the number of people participating in the use of the many new facilities planned. Leisure Services has baseline data specific to participants in swimming programs that will be compared to the usage numbers at the new aquatic center. The new facilities at Gates Park will be free and open to the public with less opportunity for statistical comparisons. However, events and tournaments will be tracked.

GRANT BUDGET FORMAT

A. Organizational fiscal year:_____ Time period this budget covers:

B. For a CAPITAL request, substitute your format for listing expenses. Including architectural fees, land/building purchase, construction cost, campaign expenses.

Budget Expense Items (Capital Project)	**Cost**
Real Estate Acquisition	$-o-
Site Preparation	$ 2,545,347
Construction/Remodeling	$ 9,366,660
Fixtures/Furniture/Equipment	$ 695,957
Public Art & Landscaping	$ 518,180
Architectural/Engineering Design	$ 1,380,225
Construction Administration/Permits	$ 1,729,684
Contingencies	$ 1,258,466
TOTAL PROJECT COSTS	**$17,494,519**
Funding Sources	**Amount**
City	$4,500,000
County	$ 50,000
Private	$ 132,028
Grants	$8,800,000
Subtotal	$13,482,028
State CAT Request (pending)	$ 1,000,000
Fundraising Gap	$ 3,012,491
TOTAL PROJECT COST	**$17,494,519**

Organization Information:
The City of Waterloo Leisure Services Commission was created in 1998, replacing the former Waterloo Park Commission. This organization is part of the City of Waterloo, incorporated in 1868.

WATERLOO LEISURE SERVICES
2022 COMMISSION MEMBERS

Brenda Durban, Chair
Tom Christensen, Vice Chair
Jessica Rucker, Secretary
Bob Bamsey
Tom Powers
Tim Moses
Ellen Vanderloo
Dave Boesen, City Council Liaison
Paul Huting, Leisure Services Director

MISSION STATEMENT

The City of Waterloo Leisure Services Commission is dedicated to improving the quality of life for all citizens by providing the best possible recreational activities, special events, facilities, and services that encourage lifelong learning, fitness and fun. The Commission strives to provide an enjoyable outdoor environment with top quality parks, preserves, golf courses, recreational trails, and a healthy urban forest resource.

IRS determination letter: Attached.

Finances: November, 2022 department Budget Performance Report summary page is attached. The detailed, 20 page report is available upon request.

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: March 24, 2003

City of Waterloo
Finance Department
715 Mulberry St.
Waterloo, IA 50703-5714

Person to Contact:
Cassandra E. Jackson 31-07417
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Employer Identification Number:
42-6005327

Dear Sir or Madam:

This is in response to your request of March 24, 2003 regarding your organization's exemption from Federal income tax.

As a governmental unit or a political subdivision thereof, your organization is not subject to Federal income tax under the provisions of Section 115(1) of the Internal Revenue Code, which states in part:

> "Gross income does not include income derived from ... the exercise of any essential governmental function and accruing to a State or any political subdivision thereof ..."

Because your organization is a governmental unit or a political subdivision thereof, its income is not taxable as explained above. Contributions used exclusively for public purposes are deductible under Section 170(c)(1) of the Code.

Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Your organization may obtain a letter ruling on its status under section 115 by following the procedures specified in Rev. Proc. 2002-1 or its successor.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Barbara Roberts

for John E. Ricketts, Director, TE/GE
Customer Account Services

November 2022 Budget Performance Rpt

Fiscal Year to Date 11/30/22

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund	**426 - Capital Improvements Fund**									
EXPENSE										
Department	**37 - Leisure Services**									
Activity	**4202 - Sports Facilities**									
	Capital Outlay Totals	$0.00	$0.00	$0.00	$43,129.52	$0.00	$117,688.95	($117,688.95)	+++	$7,817.99
	Activity **4202 - Sports Facilities** Totals	$0.00	$0.00	$0.00	$43,129.52	$0.00	$117,688.95	($117,688.95)	+++	$7,817.99
	Department **37 - Leisure Services** Totals	$0.00	$0.00	$0.00	$43,129.52	$0.00	$117,688.95	($117,688.95)	+++	$27,817.99
	EXPENSE TOTALS	$0.00	$0.00	$0.00	$43,129.52	$0.00	$117,688.95	($117,688.95)	+++	$27,817.99
	Fund **426 - Capital Improvements Fund** Totals									
	REVENUE TOTALS	.00	.00	.00	35,000.00	.00	1,351,500.00	(1,351,500.00)	+++	.00
	EXPENSE TOTALS	.00	.00	.00	43,129.52	.00	117,688.95	(117,688.95)	+++	27,817.99
	Fund **426 - Capital Improvements Fund** Totals	$0.00	$0.00	$0.00	($8,129.52)	$0.00	$1,233,811.05	($1,233,811.05)		($27,817.99)
	Grand Totals									
	REVENUE TOTALS	4,325,393.00	71,231.00	4,396,624.00	287,564.06	.00	2,671,096.64	1,725,527.36	61%	1,329,211.12
	EXPENSE TOTALS	8,622,026.00	1,400,369.00	10,022,395.00	841,160.36	.00	3,792,117.10	6,230,277.90	38%	3,383,811.15
	Grand Totals	($4,296,633.00)	($1,329,138.00)	($5,625,771.00)	($553,596.30)	$0.00	($1,121,020.46)	($4,504,750.54)		($2,054,600.03)

COMMUNITY FOUNDATION OF NORTHEAST IOWA

here for good.

July 11, 2022

Alaina Santizo
Iowa Economic Development Authority
Enhance Iowa Board
Des Moines, IA 50315

Dear Alaina and Enhance Iowa Board:

The Community Foundation of Northeast Iowa is writing in support of the City of Waterloo's renovations of Gates and Byrnes Parks. Completion of these projects will be a significant improvement to the quality of life for the residents of Waterloo and its surrounding communities.

We are particularly pleased with the thoughtful planning of these projects to ensure they are addressing the community's needs, both immediately and for the long term. We applaud the extensive efforts to ensure that a wide range of community voices were heard in the planning process. There are a number of notable features of the plans that are worth highlighting. For starters, the addition of the inclusive play space will be a welcome addition to the greater Cedar Valley. We are also excited about the amenities at Gates Park being available for extended hours and throughout the seasons for the neighborhoods surrounding the park in East Waterloo.

In addition to the outstanding park plans themselves, the planning team has been diligent in making sure the project can be feasibly completed and maintained over the decades to come. In fact, the extensive improvements to the parks will actually reduce operations costs from the current park system.

As a regional Foundation, we are committed to securing funding to support this project. We encourage the Iowa Economic Development Authority, and the Enhance Iowa Board to strongly support this critical improvement for the Cedar Valley. We are confident that these important park improvements will be another message to our residents and its many visitors that Waterloo, and the entire Cedar Valley is committed to improving the quality of life for all of its residents as we move to be a more inclusive and welcoming Cedar Valley.

If you have any questions, or need further input and feedback, please don't hesitate to contact me at kenglin@cfneia.org or at 319-243-1350.

Sincerely,

Kaye M. English
President & CEO

BLACK HAWK COUNTY
GAMING ASSOCIATION

Alaina Santizo
Iowa Economic Development Authority
Enhance Iowa Board
Des Moines, IA 50315

July 11, 2022

Dear Alaina Santizo,

The City of Waterloo has faced its fair share of challenges, but it's incredibly resilient and innovative. The Byrnes and Gates Park Improvement Project is a prime example of how they are working to create solutions that address a multitude of community needs; it is a chance to unite a city often divided. Adding basketball courts, an inclusive playground, splashpad, and recreation trail to Gates Park will increase community pride in an area that has been long overlooked. In turn, this will increase quality of life and the housing market in one of our oldest parts of town. On the West side of town, Byrnes Park houses an important community pool that is failing. A massive overhaul would make it a safer facility, while allowing the city to strategically enhance and offer additional recreation features not currently featured.

I am proud to share this letter in support of the City of Waterloo's Byrnes and Gates Park Improvement Project for funding consideration from the FY23 Community Project Funding.

This $16 million project has support from the larger community, and as Executive Director of Black Hawk County Gaming Association, I foresee our organization supporting the project with a substantial financial commitment to help make it. I am proud of the City's effort at transforming Byrnes and Gates Parks and ask the Iowa Economic Development Authority to financially support the project, too.

Respectfully,

Emily Hanson

Emily Hanson
Executive Director

otto SCHOITZ FOUNDATION

425 Cedar Street, Suite 304
Waterloo, Iowa 50701

Alaina Santizo
Iowa Economic Development Authority
Enhance Iowa Board
Des Moines, IA 50315

July 12, 2022

Dear Ms. Santizo,

I am writing to express my exuberant support of the City of Waterloo's Byrnes and Gates Park Improvement Project for funding consideration from the FY 23 Community Project Funding. Indeed, our entire community is rallying behind these important and drastically needed improvements.

Waterloo's two municipal swimming pools are over 40 years old and failing. A master plan has been developed, broad and inclusive community input has been sought and received, and the transformational design work has begun. When the work is complete a new aquatic center at Byrnes Park will meet community needs for water-based recreation and learn to swim programs. This facility will renew aquatic offerings to include optimal space for swim lessons and lifeguard training, while also creating exciting new recreational opportunities with a fully accessible, zero-depth area for families and kids of all abilities, splash features, a current channel, and water slides.

The transformation of Gates Park has the potential to revitalize an area of our City that heretofore has not seen this level of focused investment. Key features have been identified through public input from a focus group and neighborhood association, which has created much excitement and engagement. New features will include a spray park, inclusion park, well-lit, attractive basketball courts surrounded by a skating track and performance structure, all to be located near the current swimming pool site. An existing soccer field will be renovated. Also planned are a large sculpture park and pollinator/prairie planting and trails connecting to the lower portion of the Park. The excitement is palpable for these improvements!

The project has already received substantial commitments from several area funders, including the Otto Schoitz Foundation who has committed $1 million towards this thrilling work. I respectfully request the Iowa Economic Development Authority to join us by lending their financial support also. Thank you in advance for your consideration.

Sincerely,

Shelli Panicucci

Michele (Shelli) Panicucci
CEO/Executive Director
Otto Schoitz Foundation

September 30, 2022

This letter is written in support the Aquatics Project for the Gates Park Area. As lifelong residents of this community we fully support this project. These changes will greatly improve the value in our community for years to come.

The Gates Park Area will greatly benefit from the proposed changes. We understand that the plan includes this space being equipped with an all-inclusive playground, walking trails, an enhanced splash pad, improved basketball courts, skating rink, and amphitheater.

Although we acknowledge that change can be uncomfortable, we also know that change is necessary for growth. We are excited to see the development in the Northeast end of Waterloo. And we look forward to the future changes.

Respectfully submitted,

Camarion Turner and Angela Weekley

Gates Park Neighborhood Association

WATERLOO
COMMUNITY
FOUNDATION

July 11, 2022

Alaina Santizo
Iowa Economic Development Authority
Enhance Iowa Board
Des Moines, IA 50315

Dear Alaina Santizo:

I am writing on behalf of the Waterloo Community Foundation to show my support for the project to revitalize Gates and Byrnes Parks in Waterloo, Iowa. This grant would allow the city of Waterloo to transform its largest and most essential parks providing recreation and community life for the citizens of Waterloo.

Byrnes' Park plan will replace its outdated pool with a brand new aquatic center, which includes a lap pool, lazy river, and zero depth entry play pool to replace its outdated facilities. The Gates Park plan will include a spray pad, inclusive playground, basketball courts, skating rink, and performance stage.

Each plan was thoughtfully designed with input from the community and surrounding neighborhoods. This 16-million-dollar project will upgrade the city's two major parks providing residents with beautiful places to gather and play.

In partnership with the City of Waterloo, the Waterloo Community Foundation set up a new fund where anyone can donate to the renovation of Gates and Byrnes' Parks. We are committed to marketing the Fund- and managing donations for the parks' renovations.

The Transformation of Gates and Byrnes Parks project by the City of Waterloo has our full support. If you have any additional questions, please feel free to contact me at 319-883-6022.

Thank you!

Erin Tink
Executive Director

PO Box 1253 • Waterloo, IA 50704 • 319.883.6022
www.wloocommunityfoundation.org

COMMUNITY FOUNDATION ACCREDITED

CITY OF WATERLOO, IOWA

Leisure Services Commission

1101 Campbell Avenue. • Waterloo, IA 50701 • Phone (319) 319-291-4370 • Fax (319) 291-4327

Mayor
QUENTIN HART

COUNCIL MEMBERS

MARGARET KLEIN
Ward 1

JONATHAN GRIEDER
Ward 2

PATRICK MORRISSEY
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

SHARON JUON
At-Large

DAVE BOESEN
At-Large

July 14, 2022

Alaina Santizo
Iowa Economic Development Authority
Enhance Iowa Board
Des Moines, IA 50315

Dear Alaina and Enhance Iowa Board:

This letter is to express my strong support for the City of Waterloo's development of a new aquatics center at Byrnes Park and new basketball courts, inclusive playground, large splash pad, recreational trail, soccer field renovation, and other amenities at Gates Park.

Currently I serve as Chair of the Waterloo Leisure Services Commission and in that capacity I see firsthand the need for these amenities. The truth is our Leisure Services staff has worked very hard to keep Byrnes and Gates existing pools and amenities functioning far beyond their expected life span. Now we are in need of replacing them. Community input was sought and the plan that has been developed will serve all citizens and visitors no matter where they live or what their abilities are. These amenities were developed to accommodate citizens of today as well as tomorrow.

As a citizen of Waterloo and in my capacity as a member of the Leisure Services Commission, I am excited about and proud to support this important project. Being able to provide a wide variety for the community and our visitors is part and parcel to Leisure Services Mission below:

MISSION STATEMENT

The City of Waterloo Leisure Services Commission is dedicated to improving the quality of life for all citizens by providing the best possible recreational activities, special events, facilities, and services that encourage lifelong learning, fitness and fun. The Commission strives to provide an enjoyable outdoor environment with top quality parks, preserves, golf courses, recreational trails, and a healthy urban forest resource.

The Transforming Gates and Byrnes Parks Project will greatly enhance our ability to fulfill this mission. On behalf of myself and the Commission, I urge you to support our application.

Sincerely,

Brenda Durbahn

Brenda Durbahn, Chair
Waterloo Leisure Services Commission
City of Waterloo, Iowa

July 13, 2022

Alaina Santizo
Iowa Economic Development Authority
Enhance Iowa Board
Des Moines IA 50315

Dear Alaina & Iowa Economic Development Authority,

I am writing on behalf of the Waterloo Center for the Arts and the Waterloo Cultural & Arts Commission to express support for proposed recreational and cultural projects in Waterloo's Gates and Byrnes Parks. These projects represent critically needed investments in facilities and quality of life which will have immediate and long-lasting direct positive impacts for our citizens and which will support our local economy by making Waterloo an even better place to live, work, do business, play and visit.

As a life-long resident of the Cedar Valley and a passionately-engaged public servant, I can attest to the great need for this project and the important role these two parks and their facilities play for our citizens. Such improvements are long overdue and are essential for our community to remain viable and to grow.

And as an advocate for community arts and culture, I am excited to be working as part of a community initiative to develop a local music history-based interpretive experience, incorporating public art and a musical instrument playground. Project partners include representatives from the University of Northern Iowa, North End Arts & Cultural Festival/ Center, Grout Museums and City of Waterloo. The initiative is planned to dovetail with and expand upon other planned recreational improvements, further enhancing the overall project.

We strongly encourage you to consider supporting this exciting and important project to the fullest extent possible.

Sincerely,

Kent Shankle, Director

waterloo center for the arts
225 Commercial Street Waterloo, Iowa 50701 | Phone 319.291.4490 | Fax 319.291.4270 | www.waterloocenterforthearts.org

CITY OF WATERLOO, IOWA
CITY HALL • 715 Mulberry Street • Waterloo, IA 50703 • (319) 291-4301 Fax (319) 291-4286

July 11, 2022

Alaina Santizo
Iowa Economic Development Authority
Enhance Iowa Board
Des Moines, IA 50315

Dear Ms. Santizo:

We proudly support that Waterloo is trying to improve both Gates Park and Byrnes Park with a number of improvements and amenities. The community is supporting the development of a new aquatics center at Byrnes Park and new basketball courts, an inclusion park, a large splash pad, a new recreational trail, and other amenities at Gates Park.

The proposed new aquatics center and park amenities are the result of much collaboration with neighborhood representatives, city officials, landscape architects, and Waterloo citizens.

We fully support the proposed improvements at Gates and Byrnes Park that the City Council has unanimously endorsed.

Sincerely,

Quentin Hart

Mayor

LEISURE SERVICES COMMISSION
FYE2022 REPORT

Leisure Services

Paul Huting, Director

PARK AND CONSTRUCTION PROJECTS >>>

- Completed **Greenbelt Lake Improvements** (REAP Grant): accessible fishing pier, new concrete handicap Parking stalls and sidewalk, fishing access improvements, 5 acre pollinator planting.
- Replaced safety surfacing at 10 playground areas.
- Applied for and received Community Development Block Grant funding for developing a new park at The former Edison School site.
- Opened new Edison Park with new sign and picnic tables.
- Removed many tons of rock, filled with black dirt, Re-graded and seeded new **Edison Park** site.
- Replaced SE and SW roofs at Young Arena
- Refurbished 7 park entrance signs at **Leonard Katoski Greenbelt**
- Installed new paving and underground water detention basin at **Byrnes Maintenance facility.**
- Saved and relocated dozens of limestone blocks from Park Avenue Bridge project site.
- Remodeled women's locker room and staff break room - **Waterloo Police station.**

POINTS OF PRIDE

Cedar Valley SportsPlex voted 1st place in Courier "Best of the Best" for cedar valley fitness facilities.

Over $13 million funding secured in FYE 22 for "Transforming Gates and Byrnes Parks" with design process begun.

RECOGNITIONS >>>

- Cedar Valley SportsPlex Awarded 1st Place for "Best of the Best" in the Cedar Valley (WCF Courier) for fitness facilities.
- Received **"Bird Friendly City"** award and now the "Sustained Flight" status as this is the 4th year in a row to receive the award. This is largely due to a partnership with Prairie Rapids Audubon Society.
- Received **"Tree City USA"** Award" for the 38th year in a row for the city's commitment to urban forest management.

HORTICULTURE AND FORESTRY >>>

- Mowed and maintained 1353 acres of park, levee, and r.o.w. areas.
- Managed Waterloo's urban forest of 24,331 trees.
- Trimmed 974 trees on city property
- Removed 273 trees on city property.
- Treated 29 ash trees for EAB prevention.
- Removed 339 tree stumps on city property
- Obtained tree planting grant from Mid-American Energy
- Distributed 208 trees through Plant Waterloo! Partnership with Young Family Foundation
- Responded to dozens of storm related emergency calls after hours.
- Planted 36 trees in new tree planting pits in the downtown area.
- Continue to partner with Cedar Valley Monarch Zones to convert public areas to Pollinator plantings.
- Worked with Walnut Neighborhood Association to plant 95 trees in their neighborhood with a grant from Northeast Iowa Community Foundation.j
- Removed trees to facilitate bridge replacements on Sergeant Road Trail.

GOLF >>>

- 71,418 golf rounds in FY 22
- Increased season ticket sales in adult, junior, senior, and 18-hole punch categories.
- Installed new $56,000 irrigation control systems at Gates and South Hills golf courses.
- Connected Gates and South Hills maintenance buildings to the internet, including new computers at each location.
- Installed new vanities, sinks, and faucets in both restrooms at Irv Warren
- Hosted a successful 2022 Waterloo Open with 347 Professional and Amateur Golfers from across the United States.
- Began work on developing a new website.

Cedar Valley SportsPlex and Community Sports Programming >>>

- Awarded 1st Place for "Best of the Best" in the Cedar Valley (WCF Courier) for fitness facilities.
- Increased senior memberships to SportsPlex through a variety of insurance based programs including Silver and Fit, Silver Sneakers, and Renew Active with over 800 seniors currently being served through these programs.
- Increased swim lesson program participation by 11%
- Renewed partnership with Waterloo Community Schools to provide basic swim instruction and water safety through the 6th-8th Grade extramural swim program.
- Successfully introduced a similar swim instruction program as a summer pilot program with Boys & Girls Club of the Cedar Valley.
- Introduced several new youth sports programs including karate, tumbling, and dance.
- 2022 USSSA Baseball and Softball had a record 53 teams from across the state participating in the league.
- Increased availability and offerings of Fitness Classes to over 75 classes per week including addition of a kids' circuit and speed & agility classes.
- Facility rentals increased by 50% with an average if 25 private rentals utilizing the pool, gymnasium, indoor play and multi-purpose room.
- Launched first ever Cedar Valley SportsPlex Pump and Run and hosted one of the largest health expos in the Cedar Valley.
- Installed more than 50 new pieces of cardio and weight equipment at SportsPlex
- Installed a more energy efficient boiler system for the indoor swimming pool.
- Hosted numerous weekend tournaments (soccer, volleyball, basketball, gymnastics, etc.) drawing competitors from all over the state. $3.5 million total estimated economic impact.
- Home to the Cedar Valley Court Kings of the Midwest Professional Basketball League.
- Organized and implemented a broad spectrum of indoor and outdoor sports, fitness, aquatics and recreation programs throughout the community in parks, schools, and Leisure Services sports facilities.

Make A splash

transforming Gates & Byrnes parks

TRANSFORMING GATES PARK & BYRNES PARK

COMING SUMMER 2024

PUBLIC INPUT

- Survey – approx. 1,000 responses
- General Public Input meeting
- Gates Park Focus group
- Master Plan process
- 3 evening meetings
  - Initial aquatics meeting
  - "Dream" meeting with focus group
  - Presentation of sketch/layout
- City Council work session
- Leisure Services Commission Public vote on Plan
- **City Council Public Vote to adopt Master Plan** – February 21, 2022





NORTH GATES IMPROVEMENTS

GATES POOL SITE

- Lit Basketball Courts
- Multi-purpose paved rink surrounding basketball courts
- Performance Area
- Inclusive Playground
  A play space that exceeds minimum accessibility to create play experiences in which children and adults of all abilities can interact and recreate.
- Spray Park



Gates Park Improvements
North End Concept

SPRAY PAD: GATES PARK







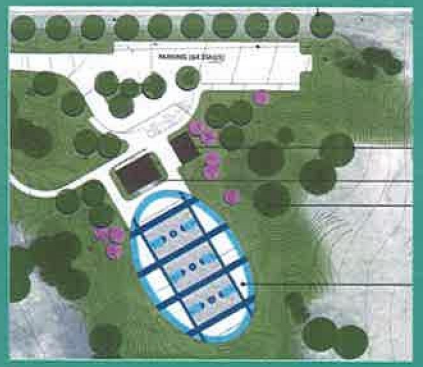
Inclusive Play Features





BASKETBALL · SKATING · AMPHITHEATER



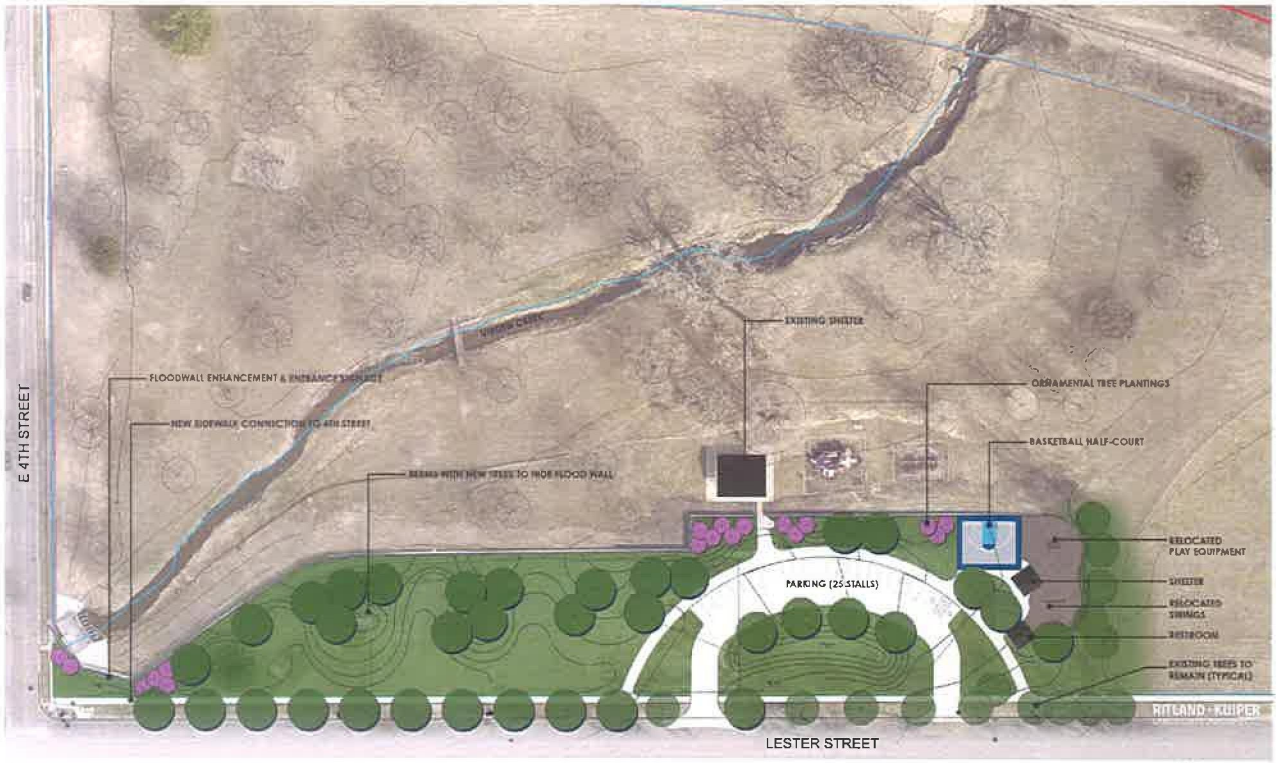




Gates Park Improvements
Soccer Field and Sculpture Garden Concept Plan

SOCCER FIELD
PRAIRIE GARDEN
FUTURE SCULPTURE PARK

- Multi-purpose Soccer Field
- Playground
- Shelter
- Parking
- Paved recreation trail connection
- Sculpted earthwork mounds with prairie plantings
- Potential for sculpture garden
- Mowed pathways through prairie



Gates Park Improvements
South End Concept Plan

SOUTH GATES IMPROVEMENTS

LESTER STREET

- Shelters
- Half Basketball Court
- Playground
- Flood wall transformation including new signage

BYRNES PARK AQUATIC CENTER

- 4-lane, 25-yard Lap Pool
- New Bath House and Concessions
- Slide Tower
- Zero-Depth Entry Play Pool
- Current Channel
- New Filtration and Water Treatment Facilities



BYRNES PARK AQUATIC CENTER









GRASS ROOTS SUPPORT PROGRAM UNDERWAY

Waterloo Community Foundation

to contribute: 319-883-6022 wloocommfoundation.org

Make A splash

transforming Gates & Byrnes parks

Pauline R. Barrett Charitable Foundation Grant Application Form

Dear Nonprofit Agency: Please utilize the following in making your grant request. Please provide all of the requested information or an explanation as to why the information is not available. Should you fail to do so, your grant request may be delayed for submission until you have provided the requested information. Should you need assistance, or have questions or concerns, please contact Theresa E. Hoffman or Beth Kunkle at (319) 234-1766.

GRANT APPLICATION FORMAT

✓1. **Executive Summary**

- Begin with a short executive summary. Briefly explain why your agency is requesting this grant, what outcomes you hope to achieve, and how you will spend the funds if the grant is made.

✓2. **Purpose of Grant**

- Statement of needs/problems to be addressed; description of target population and how they will benefit, which should include project goals, measurable objectives, whether this is a new or ongoing project, timetables, whether there are the other partners in the project, acknowledge similar existing projects, if any, and what effort will be made to work cooperatively and your long-term strategies for funding this project at end of grant period, if ongoing.

✓3. **Evaluation**

- Plans for evaluation including how success will be defined and measured.

✓4. **Budget Narrative/Justification**

- Grant budget; use the **Grant Budget Format** that follows, if appropriate.
- List amounts requested of other foundations, corporations and other funding sources to which this proposal has been submitted.
- Please indicate priority items in the proposed grant budget.

✓5. **Organization Information**

- Brief summary of organization's history.
- Brief statement of organization's mission and goals.

✓6. **A copy of the current IRS determination letter** indicating 501(c)(3) tax-exempt status.

✓7. **List of Board of Directors**

✓8. **Finances** - Organization's current annual operating budget, including expenses and revenue and most recent annual financial statement (attach Form 990) and

✓ 9. **Letters of support** (optional) should verify project need and collaboration with other organizations - Attached from CAT Grant application

✓ 10. **Annual report,** if available.

11. PowerPoint Slides

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 1/3/2023
Prepared: 12/21/2022

ATTACHMENTS:

	Description	Type
	Bid Tabulation	Backup Material
	Contract	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Mohammad Elahi, Interim Traffic Operations Director
Recommended Action:	Award Contract
Expenditure Required/Source of Funds:	$523, 353.00 ($377,000 grant the remainder $146,353.00 G.O. bond funds)

W. 9th Street Mini-Roundabout

Engineer's Estimate: $495,000.00

Bid Opening: December 15, 2022

Bidder	Bid Security	Bid Amount
Vieth Construction Corporation Cedar Falls, IA	5%	$635,1212.00
Lodge Construction, Inc. Clarksville, IA	5%	$523,353.00
Peterson Contractors, Inc. Reinbeck, IA	5%	$560,398.20
Owen Contracting, Inc. Cedar Falls, IA	5%	$543,619.56

CONTRACT
FOR THE CONSTRUCTION OF
SOUTH STREET AND WEST 9TH STREET MINI-ROUNDABOUT
DOT Project Number: CS-TSF-8155(777)--85-07
City Project Number: TOF-297

CITY OF WATERLOO, IOWA

This contract made and entered into this 28th day of December, 2022, by and between the City of Waterloo, Iowa, a Municipal Corporation, (hereinafter referred to as City), and

Lodge Construction, Inc. of Clarksville, IA (hereinafter referred to as Contractor), WITNESSETH:

Contractor agrees to build and construct the SOUTH STREET AND WEST 9TH STREET MINI-ROUNDABOUT, and furnish all necessary tools, equipment, materials, and labor necessary to do all the work called for in the plans and specifications in a workmanshiplike manner and for the prices set forth in Contractor's proposal, which was accepted by the City, and which is understood and agreed to be a part of this contract.

Contractor understands, agrees with, and is bound by the terms of General Conditions of Contract and Special Conditions of Contract contained in the Contract Documents (Project Manual).

The total amount of the performance bond, based on the Contractor's total bid prices, and for which 100% surety bond is required is $523,323.00.

This contract is not divisible, but in the event of a conflict between this contract and the various instruments incorporated by reference, this contract shall govern.

Contractor

BY: Steve Lodge

Title: President

CITY OF WATERLOO, IOWA

Mayor

Approved by the City Council of the City of Waterloo, Iowa, on _____, 2022.

ATTEST: _____, City Clerk, Waterloo, Iowa

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 1/3/2023
Prepared: 12/27/2022

ATTACHMENTS:

	Description	Type
	Order Accepting Acknowledgment/Settlement Agreement-First Violation	Cover Memo

SUBJECT:	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.
Submitted by:	Submitted By: Martin M. Petersen, City Attorney
Recommended Action:	Approve Acknowledgment/Settlement Agreement and receipt of Civil Penalty of $300.00, and have Mayor and City Clerk execute Order accepting same.

BEFORE THE WATERLOO CITY COUNCIL

IN RE:

HY-VEE FOOD STORE #2 2221 LOGAN AVENUE WATERLOO, IOWA 50703	ORDER ACCEPTING ACKNOWLEDGMENT/SETTLEMENT AGREEMENT—FIRST VIOLATION

On this _____ day of January, 2023, in lieu of a public hearing on the matter, the Waterloo City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Waterloo.

Therefore, the Waterloo City Council FINDS that the above-captioned permittee has remitted to the City of Waterloo a civil penalty in the amount of Three Hundred Dollars ($300.00). Be advised that this action will count as a First Violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a).

IT IS, THEREFORE, ORDERED that the judgment in this matter is hereby satisfied.

_____
Mayor Quentin Hart

ATTEST:

_____
Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 1/3/2023
Prepared: 12/20/2022

ATTACHMENTS:

Description	Type
Cont 1065_FQS	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Wayne Castle, PLS, PE, Associate Engineer
Summary Statement:	There was one approved change order for $1,200.00 that increased the total cost of the contract but individual items did not increase.

CITY OF WATERLOO, IOWA

FINAL QUANTITY ADJUSTMENT

PROJECT: **F.Y. 2023 LEVEE RIP RAP SPRAYING**

CONTRACT NO. 1065 Date Prepared: December 9, 2022 AMOUNT: **$0.00 INCREASE**

TO: **LANDMARK TURF SERVICES, LLC**, Contractor

You are hereby ordered to make the following changes from the plans and specifications or perform the following extra work on your contract dated June 6, 2022.

A. Description of change to be made or extra work to be done:

Adjust construction quantities to actual construction quantities

B. Reason for ordering change or extra work:

As-built quantities varied for some bid items.

C. Settlement for cost of work to be made as follows:

Compensation already made to contractor through bid items.
See attached summary.

TOTAL INCREASE **$0.00**

BY: _____
Mayor Date

LANDMARK TURF SERVICES, LLC
CONTRACTOR

BY: _____ 12/9/22
Date

TITLE: _____

ATTEST:

_____
City Clerk Date

APPROVED:

_____ 12/19/22
City Engineer Date

FY 2023 LEVEE RIP RAP SPRAYING PAY ESTIMATE # RETAINAGE

CONTRACT NO. 1065 PAY PERIOD: 30 DAYS AFTER ACCEPTANCE

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL BID QTY	FINAL QTY	QUANTITY DIFFERENCE	CONTRACTOR UNIT PRICE	REVISED CONTRACTOR PRICE	CONTRACTOR BID PRICE EXTENDED	INCREASE / DECREASE
1	CEDAR RIVER - 2300 FEET WEST OF CEDAR BEND PARK TO CEDAR BEND PARK	LS	1.00	1.00	-	$ 1,002.00	$ 1,202.00	$ 1,202.00	$ -
2	CEDAR RIVER - CONGER STREET TO 78 FEET SOUTH OF CN RAILROAD BRIDGE	LS	1.00	1.00	-	$ 520.00	$ 520.00	$ 520.00	$ -
3	CEDAR RIVER - BOATHOUSE PARKING LOT TO VIRDEN CREEK OUTLET	LS	1.00	1.00	-	$ 824.00	$ 824.00	$ 824.00	$ -
4	CEDAR RIVER - 150 FEET NORTH OF EAST MULLAN AVENUE TO EAST 1ST STREET	LS	1.00	1.00	-	$ 299.00	$ 299.00	$ 299.00	$ -
5	CEDAR RIVER - IOWA NORTHERN RAILROAD BRIDGE TO EAST CITY LIMITS	LS	1.00	1.00	-	$ 14,102.00	$ 14,102.00	$ 14,102.00	$ -
6	FORRESTER AVENUE DETENTION BASIN	LS	1.00	1.00	-	$ 1,384.00	$ 1,384.00	$ 1,384.00	$ -
7	CEDAR RIVER - 3200 FEET WEST OF CONGER STREET TO 100 FEET SOUTH OF WEST 1ST STREET	LS	1.00	1.00	-	$ 9,583.00	$ 9,583.00	$ 9,583.00	$ -
8	BLACK HAWK CREEK - HIGHWAY 218 TO RIVER ROAD (WEST SIDE)	LS	1.00	1.00	-	$ 4,133.00	$ 4,133.00	$ 4,133.00	$ -
9	BLACK HAWK CREEK - HIGHWAY 218 TO RIVER ROAD (EAST SIDE)	LS	1.00	1.00	-	$ 3,736.00	$ 3,736.00	$ 3,736.00	$ -
10	CEDAR RIVER - IOWA NORTHERN RAILROAD BRIDGE TO HAWTHORNE AVENUE	LS	1.00	1.00	-	$ 5,296.00	$ 5,296.00	$ 5,296.00	$ -
11	WATERLOO WASTEWATER TREATMENT PLANT RING LEVEE	LS	1.00	1.00	-	$ 4,380.00	$ 4,380.00	$ 4,380.00	$ -
12	NO NAME CREEK - WCF & N DRIVE & BROADWAY STREET OUTFALLS	LS	1.00	1.00	-	$ 281.00	$ 281.00	$ 281.00	$ -
13	VIRDEN CREEK - VIRDEN CREEK DAM	LS	1.00	1.00	-	$ 1,192.00	$ 1,192.00	$ 1,192.00	$ -
14	CEDAR RIVER - HAWTHORNE AVENUE STORM SEWER PUMPING STATION	LS	1.00	1.00	-	$ 210.00	$ 210.00	$ 210.00	$ -
1001	JAPANESE KNOTWEED	LS	1.00	1.00	-	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ -
								$ 48,142.00	**$ -**

PAYMENTS:	**AMOUNT**
PAY ESTIMATE #1	$ 14,442.38
PAY ESTIMATE #2	$ 23,226.26
PAY ESTIMATE #3	$ 8,066.26
RETAINGE	$ 2,407.10
TOTAL PAYMENTS	**$ 48,142.00**

CHANGE ORDERS:	**AMOUNT**
CHANGE ORDER #1	$ 1,200.00
CHANGE ORDER TOTAL	**$ 1,200.00**

ORIGINAL CONTRACT AMOUNT	**$ 46,942.00**
CHANGE ORDER TOTAL	**$ 1,200.00**
REVISED CONTRACT AMOUNT	**$ 48,142.00**
FINAL QUANTITY SUMMARY	**$ -**
FINAL CONTRACT AMOUNT	**$ 48,142.00**

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 1/3/2023
Prepared: 12/20/2022

SUBJECT:	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.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
	Landmark Turf Services, LLC has completed the above referenced project in accordance with the plans and specifications.
Summary Statement:	Transmitted also to the Clerk's Office is the Maintenance Bond that guarantees to remedy any defects in workmanship or materials that may develop in said work within a period of two (2) years from the date of the acceptance of the work under said contract.
Implementation, Accountability, and Communication:	

CITY OF WATERLOO

Council Communication

Resolution approving 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).

City Council Meeting: 1/3/2023
Prepared: 12/21/2022

ATTACHMENTS:

Description	Type
CLURA 4302 Mourning Dove Drive Form	Backup Material
CLURA 4302 Mourning Dove Drive Map	Backup Material

SUBJECT:	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).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadows Estates A Condominium Unit 4302

For Office Use Only
Date Received: 12-14-22
Received by: LB
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

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

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

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

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

NAME: Robson Homes Inc

SIGNATURE: [signature]

ADDRESS: 3315 Williams Blvd SW, Ste. 2, #329

EMAIL: robsonhomes95@gmail.com

TELEPHONE: 319-845-4063

DATE: 12-14-22

A. What is the *Address* of the property being improved? 4302 Mourning Dove Drive

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

Prairie Meadow Estates A Condominium Unit 4302

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-8937 Date permit was issued: 07/02/2020 Total permit(s) valuation: 100,000

D. What was the cost of the new construction? 130,000

E. Estimated or actual date of completion of this new construction? 04/15/2022

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

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

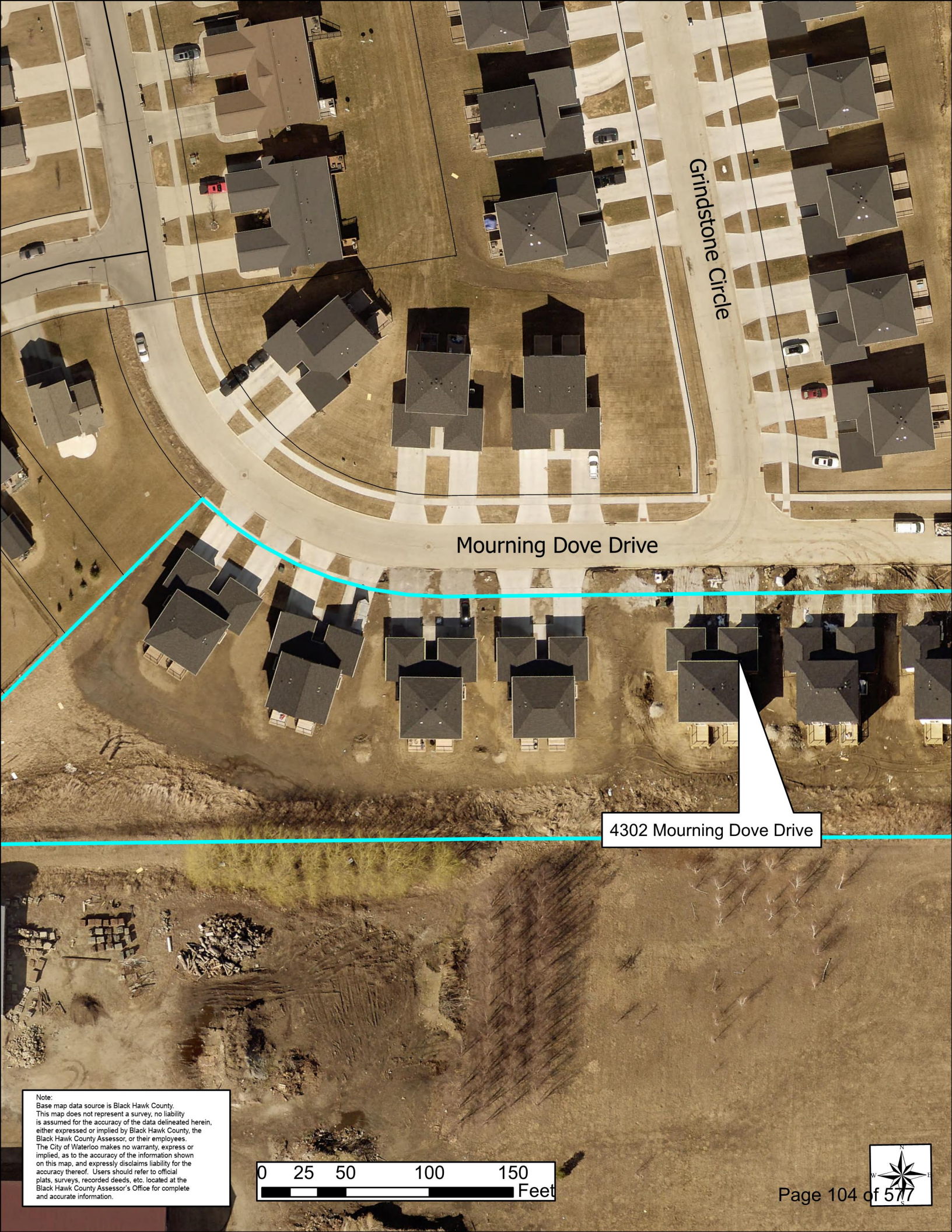
_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

T.J. Koenigsfeld
Black Hawk County Assessor


Grindstone Circle
Mourning Dove Drive
4302 Mourning Dove Drive
Note:
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Black Hawk County Assessor's Office for complete
and accurate information.
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CITY OF WATERLOO

Council Communication

Resolution approving the request of Robson Homes Inc, for tax exemptions on the construction of a new 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).

City Council Meeting: 1/3/2023
Prepared: 12/21/2022

ATTACHMENTS:

Description	Type
CLURA 4332 Mourning Dove Drive Form	Backup Material
CLURA 4332 Mourning Dove Dr Map	Backup Material

SUBJECT:	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).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadows Estates A Condominium Unit 4332

For Office Use Only
Date Received: 12-19-22
Received by: LB
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

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

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

NAME: Robson Homes Inc
SIGNATURE: [signature]
ADDRESS: 3315 Williams Blvd SW, Ste. 2, #329
EMAIL: robsonhomes95@gmail.com
TELEPHONE: 319-845-4063
DATE: 12-14-22

A. What is the *Address* of the property being improved? 4332 Mourning Dove Drive

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

Prairie Meadow Estates A Condominium Unit 4332

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-8929 Date permit was issued: 07/02/2020 Total permit(s) valuation: 100,000

D. What was the cost of the new construction? 130,000

E. Estimated or actual date of completion of this new construction? 01/15/2022

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

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor



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CITY OF WATERLOO

Council Communication

Resolution approving the request of Robson Homes Inc, for tax exemptions on the construction of a new 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).

City Council Meeting: 1/3/2023
Prepared: 12/21/2022

ATTACHMENTS:

Description	Type
CLURA 4232 Mourning Dove Drive Form	Backup Material
CLURA 4232 Mourning Dove Drive Map	Backup Material

SUBJECT:	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).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadows Estates A Condominium Unit 4232

For Office Use Only
Date Received: 12-19-22
Received by:
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

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

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

NAME: Robson Homes Inc

ADDRESS: 3315 Williams Blvd SW, Ste. 2, #329

TELEPHONE: 319-845-4063

SIGNATURE: [signature]

EMAIL: robsonhomes95@gmail.com

DATE: 12-14-22

A. What is the *Address* of the property being improved? 4232 Mourning Dove Drive

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

Prairie Meadow Estates A Condominium Unit 4232

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-8925 Date permit was issued: 07/02/2020 Total permit(s) valuation: 100,000

D. What was the cost of the new construction? 130,000

E. Estimated or actual date of completion of this new construction? 02/28/2022

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

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

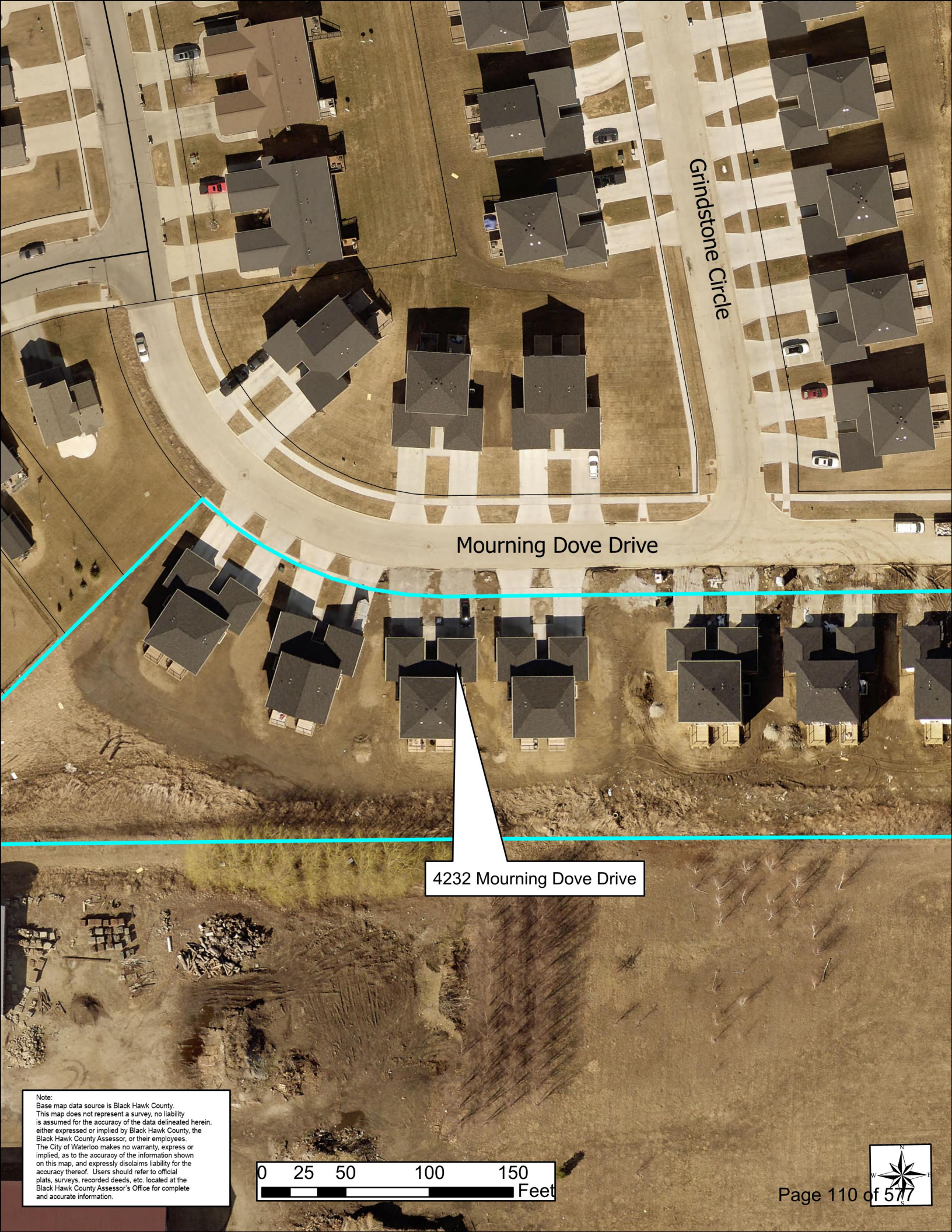
_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

T.J. Koenigsfeld
Black Hawk County Assessor



Note:
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CITY OF WATERLOO

Council Communication

Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new 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).

City Council Meeting: 1/3/2023
Prepared: 12/21/2022

ATTACHMENTS:

Description	Type
CLURA 4230 Mourning Dove Drive Form	Backup Material
CLURA 4230 Mourning Dove Drive Map	Backup Material

SUBJECT:	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).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadows Estates A Condominium Unit 4230

For Office Use Only	
Date Received:	12-14-22
Received by:	LB
Staff to make a copy for applicant	

CITY LIMITS URBAN REVITALIZATION APPLICATION

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

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

NAME: Robson Homes Inc

ADDRESS: 3315 Williams Blvd SW, Ste. 2, #329

TELEPHONE: 319-845-4063

SIGNATURE: [signature]

EMAIL: robsonhomes95@gmail.com

DATE: 12-14-22

A. What is the *Address* of the property being improved? 4230 Mourning Dove Drive

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

Prairie Meadow Estates A Condominium Unit 4230

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-8924 Date permit was issued: 07/02/2020 Total permit(s) valuation: 100,000

D. What was the cost of the new construction? 130,000

E. Estimated or actual date of completion of this new construction? 02/28/2022

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

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

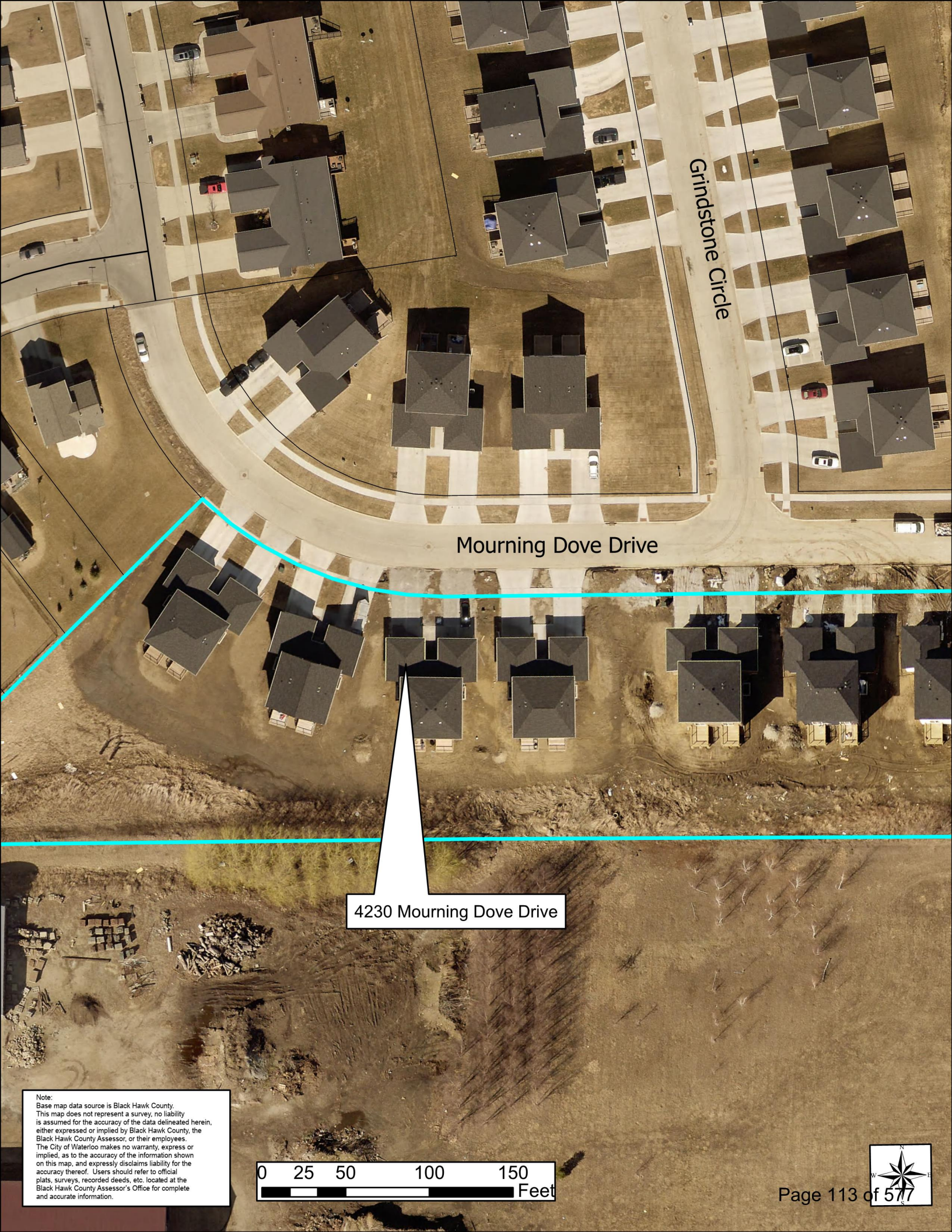
_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

T.J. Koenigsfeld
Black Hawk County Assessor



Note:
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CITY OF WATERLOO

Council Communication

Resolution approving the request of Robson Homes Inc, for tax exemptions on the construction of a new 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).

City Council Meeting: 1/3/2023
Prepared: 12/21/2022

ATTACHMENTS:

Description	Type
CLURA 4320 Mourning Dove Drive Form	Backup Material
CLURA 4320 Mourning Dove Drive Map	Backup Material

SUBJECT:	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).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadows Estates A Condominium Unit 4320

For Office Use Only	
Date Received:	12-19-22
Received by:	LB
Staff to make a copy for applicant	

CITY LIMITS URBAN REVITALIZATION APPLICATION

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

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

NAME: Robson Homes Inc

ADDRESS: 3315 Williams Blvd SW, Ste. 2, #329

TELEPHONE: 319-845-4063

SIGNATURE: [signature]

EMAIL: robsonhomes95@gmail.com

DATE: 12-14-22

A. What is the *Address* of the property being improved? 4320 Mourning Dove Drive

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

Prairie Meadow Estates A Condominium Unit 4320

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-8931 Date permit was issued: 07/02/2020 Total permit(s) valuation: 100,000

D. What was the cost of the new construction? 130,000

E. Estimated or actual date of completion of this new construction? 04/15/2022

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

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor



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CITY OF WATERLOO

Council Communication

Resolution approving the request of Robson Homes Inc, for tax exemptions on the construction of a new 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).

City Council Meeting: 1/3/2023
Prepared: 12/21/2022

ATTACHMENTS:

Description	Type
CLURA 4322 Mourning Dove Drive Form	Backup Material
CLURA 4322 Mourning Dove Drive Map	Backup Material

SUBJECT:	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).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadows Estates A Condominium Unit 4322

For Office Use Only

Date Received: 12-19-22
Received by: CB
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

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

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

NAME: Robson Homes Inc
ADDRESS: 3315 Williams Blvd SW, Ste. 2, #329
TELEPHONE: 319-845-4063
SIGNATURE: [signature]
EMAIL: robsonhomes95@gmail.com
DATE: 12-14-22

A. What is the *Address* of the property being improved? 4322 Mourning Dove Drive

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

Prairie Meadow Estates A Condominium Unit 4322

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-8932 Date permit was issued: 07/02/2020 Total permit(s) valuation: 100,000

D. What was the cost of the new construction? 130,000

E. Estimated or actual date of completion of this new construction? 04/15/2022

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

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor



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CITY OF WATERLOO

Council Communication

Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new 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).

City Council Meeting: 1/3/2023
Prepared: 12/21/2022

ATTACHMENTS:

Description	Type
CLURA 4310 Mourning Dove Drive Form	Backup Material
CLURA 4310 Mourning Dove Drive Map	Backup Material

SUBJECT:	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).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadows Estates A Condominium Unit 4310

For Office Use Only	
Date Received:	12-19-22
Received by:	LB
Staff to make a copy for applicant	

CITY LIMITS URBAN REVITALIZATION APPLICATION

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

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

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

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

NAME: Robson Homes Inc

SIGNATURE: [signature]

ADDRESS: 3315 Williams Blvd SW, Ste. 2, #329

EMAIL: robsonhomes95@gmail.com

TELEPHONE: 319-845-4063

DATE: 12-14-22

A. What is the *Address* of the property being improved? 4310 Mourning Dove Drive

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

Prairie Meadow Estates A Condominium Unit 4310

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-8933 Date permit was issued: 07/02/2020 Total permit(s) valuation: 100,000

D. What was the cost of the new construction? 130,000

E. Estimated or actual date of completion of this new construction? 04/30/2022

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

CITY OF WATERLOO OFFICE USE ONLY

____ APPROVED DATED: _____ RESOLUTION NO: _____

____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

____ APPROVED DATED: _____

____ DENIED

T.J. Koenigsfeld
Black Hawk County Assessor


Grindstone Circle
R-3,R-P
Mourning Dove Drive
4310 Mourning Dove Drive
A-1
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.
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CITY OF WATERLOO

Council Communication

Resolution approving the request of Robson Homes Inc., for tax exemptions on the construction of a new 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).

City Council Meeting: 1/3/2023
Prepared: 12/21/2022

ATTACHMENTS:

Description	Type
CLURA 4312 Mourning Dove Drive Form	Backup Material
CLURA 4312 Mourning Dove Drive Map	Backup Material

SUBJECT:	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).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Prairie Meadows Estates A Condominium Unit 4312

For Office Use Only

Date Received: 12-19-22
Received by: LB
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

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

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

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

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

NAME: Robson Homes Inc
ADDRESS: 3315 Williams Blvd SW, Ste. 2, #329
TELEPHONE: 319-845-4063
SIGNATURE: [signature]
EMAIL: robsonhomes95@gmail.com
DATE: 12-14-22

A. What is the *Address* of the property being improved? 4312 Mourning Dove Drive

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

Prairie Meadow Estates A Condominium Unit 4312

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

New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 20-8934 Date permit was issued: 07/02/2020 Total permit(s) valuation: 100,000

D. What was the cost of the new construction? 130,000

E. Estimated or actual date of completion of this new construction? 04/15/2022

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

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor


Grindstone Circle
R-3,R-P
Mourning Dove Drive
4312 Mourning Dove Drive
A-1
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.
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CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 1/3/2023
Prepared: 12/21/2022

ATTACHMENTS:

	Description	Type
	RFB Asbestos Abatement Services Contract AB-2023-02-04P	Backup Material
	Exhibit B Asbestos Survey Reports	Backup Material
	Exhibit C Draft Contract	Backup Material
	Notice for Publication	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	The above-mentioned properties were primarily acquired through Iowa Code 657A, and are being abated of asbestos in preparation of demolition.
Data/Analysis and Strategies:	Nuisance Abatement and Economic Development, policy 1, 3 and 4.

Expenditure Required/Source of Funds: Estimate $26,000/Nuisance Abatement bonds

CITY OF WATERLOO, IOWA

Request for Bid

ASBESTOS ABATEMENT SERVICES

January 2023

RFB Asbestos Abatement Services Contract AB-2023-02-04P
1804 E. 4th Street, 207 Lafayette Street, 208 Sunnyside Avenue, and 637 Ankeny Street

City of Waterloo, Iowa

Prepared by the City of Waterloo Planning and Zoning Department
Aric Schroeder-Project Manager

SECTION I
NOTICE OF REQUEST FOR BID

1.0 Receipt and Opening of Bid
The City of Waterloo is seeking sealed bids for asbestos abatement services **Contract AB-2023-02-04P – 1804 E. 4th Street, 207 Lafayette Street, 208 Sunnyside Avenue, and 637 Ankeny Street.**

All bids must be received in a sealed envelope in the City Clerk's Office, Waterloo City Hall, 715 Mulberry Street, Waterloo, IA 50703 (date and time stamped) by Thursday January 19, 2023 at 1:00 p.m. (our clock), Central Time, in order to be considered. City Hall is located at 715 Mulberry Street, Waterloo, Iowa. Bids sent electronically or via facsimile will not be accepted. The mailing container should be marked as noted below, and include the name of the company submitting the bid.

1.1 RFB Timeline

Name of the Bid:	Asbestos Abatement Services Contract AB-2023-02-04P
Notice of RFB Date:	December 22, 2022
Mandatory Walk Thru:	**There will not be a mandatory walk thru.** Bidders are advised/encouraged to make their own inspections prior to bid submittal. See Section 4.5 for additional details.
Deadline for Bid Submittal:	**Thursday January 19, 2023 at 1:00 p.m., Central Time**
Submit Sealed Bid to:	Address exactly as stated: SEALED RFB FOR ASBESTOS ABATEMENT SERVICES CONTRACT AB-2023-02-04P City of Waterloo City Clerk's Office 715 Mulberry Street Waterloo, IA 50703
Method of Submittal:	Mail or Overnight Delivery, In Person (**No** Electronic or Fax Submittals)
Contact Person, Title: **E-mail Address**:	Aric Schroeder, City Planner/Project Manager (City's Representative) aric.schroeder@waterloo-ia.org
Phone:	Phone: 319-291-4366

1.2 The City reserves the right to accept or reject any or all proposals and to waive any informalities or irregularities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Bidder. The City reserves the right to defer acceptance of any bid for a period not to exceed sixty (60) calendar days from the date of the deadline for receiving bids.

1.3 The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Proposer. Similarly, the City is not responsible for, and will not open, any proposal responses that are received later than the date and time stated above. Late proposals will be retained in the RFB

file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.

1.4 **Bids will be opened on Thursday January 19, 2023, at 1:00 pm (our clock) Central Time in the second floor Council Chambers and will be streamed live on the City of Waterloo's YouTube Channel.** The main purpose of this opening is to reveal the name(s) of the Bidder(s), not to serve as a forum for determining the award. **The awarding of the contract is anticipated to be at the City Council meeting on Monday February 6, 2023 at 5:30 p.m.** Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be sent to all companies who submitted a proposal. Proposal results will not be given over the telephone. Proposals may be withdrawn anytime prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

SECTION II
INSTRUCTIONS TO BIDDERS

2.0 The Bid shall include the attached Exhibit "A" signature page, properly completed. A company representative who is authorized to bind the company will sign on behalf of the company to indicate to the City that you have read all provisions of the RFB and agree to all terms and conditions, except as provided in paragraph 2.4 below. The City of Waterloo reserves the right to reject any or all bids, and to accept in whole or in part, the bid, which, in the judgment of the proposal evaluators, is the most responsive and responsible bid.

2.1 General Liability Insurance with limits of liability of at least $1,000,000 per occurrence for Bodily Injury and Property Damage is required. At a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the contractor or its employees carrying out their work. The Contractor shall provide certificate of insurance having the City of Waterloo as additional insured.

2.2 A bid guarantee from each Bidder equivalent to five percent (5%) of the bid price is required. The bid guarantee shall consist of a firm commitment, such as a bid bond, certified check, or other negotiable instrument acceptable to the City, as assurance that the Bidder will, upon acceptance of its bid, execute such contractual documents as may be required within the time specified.

2.3 This Request for Bid does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of bids, or costs incurred in making necessary studies for the preparation of bids.

2.4 Important Exceptions to Contract Documents - The Bidder shall clearly state in the submitted bid any exceptions to, or deviations from, the minimum bid requirements, and any exceptions to the terms and conditions of this RFB. Such exceptions or deviations will be considered in evaluating the bids. Any exceptions should be noted on the Signature Page. Companies are cautioned that exceptions taken to this RFB may cause their bid to be rejected. No additional exceptions shall be allowed after submittal of a bid.

2.5 Incomplete Information - Failure to complete or provide any of the information requested in this RFB, and/or additional information as indicated, may result in disqualification by reason of "non responsiveness".

SECTION III
SPECIAL TERMS AND CONDITIONS

3.0 Term of Contract

3.0.1 The initial term of the Contract shall be for approximately three (3) months beginning February 6, 2023, to April 28, 2023.

3.0.2 The City and the Contractor may renew the original Contract for one (1) week time periods by mutual agreement. Two (2) week's notice must be given to renew the Contract for additional increments.

3.0.3 A Contract, approved by the City Council and signed by the Mayor, shall become the document that authorizes the Contract to begin, assuming the insurance and bond requirements have been met. Each section contained herein, any addenda and the response (Bid) from the successful bidder, and all exhibits to the RFB shall also be incorporated by reference into the resulting Contract.

3.0.4 No price escalation will be allowed during the initial term of the Contract. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide documentation on the requested increase. The City reserves the right to accept or reject price increases, to negotiate more favorable terms, or to terminate (or allow to expire) without cost, the future performance of the Contract.

3.0.5 The total actual expenses shall not exceed the amount allowed by the project Contract, including any renewal extensions thereof, unless amended by written agreement.

3.1 Agreement Forms

3.1.1 After award, the Bidder will be required to enter into a written contract with the City that is substantially in the form attached hereto as Exhibit "C".

3.1.2. Termination for Cause. In the event that Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in the Contract, and if such default remains uncured for a period of seven (7) days after notice thereof shall have been given by City to Contractor (or for a period of fourteen (14) days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 14-day period and thereafter Contractor fails to diligently and continuously prosecute the same to completion within such 14-day period), then City may declare that Contractor is in default under the Contract.

3.1.3 Termination for Convenience. The Contract may be terminated at any time, in whole or in part, upon the mutual written agreement of the parties. City may also choose to terminate the Contract at any time by delivering to Contractor 10-days' advance written notice of intent to terminate.

3.1.4 Remedies. If Contractor is in default of the Contract and has not cured said default as set forth in Section 3.1.2 above, the City may take any one or more of the following steps, at its option:

3.1.4.1 by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants under the Contract, or enjoin any acts or things which may be unlawful or in violation of the rights of the City under the Contract, or obtain damages caused to the City by any such default;

3.1.4.2 have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;

3.1.4.3 declare a default of the Contract, make no further disbursements, and demand immediate repayment from Contractor of any funds previously disbursed under the Contract;

3.1.4.4 terminate the Contract by delivering to Contractor a written notice of termination; and/or

3.1.4.5 take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor under the Contract, including but not limited to the recovery of funds.

3.1.4.6 No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that City prevails against Contractor in a suit or other enforcement action under the Contract, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by City.

3.2 Terms of Payment

3.2.1 Invoices for services authorized under this Contract shall be submitted as "lump sum" after services are delivered and accepted, although the city may, at the city's sole option, provide partial payment for partial work completed.

3.2.2 For accounting purposes, all invoices shall contain a sufficient level of detail regarding all services provided and allowable expenses incurred, and be submitted to the City with supporting documentation by e-mail or US mail to: **Attn: City of Waterloo Planning and Zoning Department, 715 Mulberry Street, Waterloo, IA 50703**.

3.2.3 City has the right, at its discretion, to deny payment for any work by any Contractor if the total actual expenses exceed the amount allowed by the project Contract, including any renewal extensions thereof. The Contractor is not obligated to continue performance of services under this Agreement or otherwise incur costs in excess of the total actual expense allowed unless an amendment to the Contract is approved, and the City notifies the Contractor, in a written amendment, of the City's acceptance of the revised total actual expense allowed.

3.2.4 All work is to be done in strict compliance with this RFB. The City may withhold payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the Contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

SECTION IV
SERVICE REQUIREMENTS

4.0 Background

The City of Waterloo, Iowa, is seeking proposals for asbestos abatement services for: **1804 E. 4th Street, 207 Lafayette Street, 208 Sunnyside Avenue, and 637 Ankeny Street**.

4.1 Scope of Work

The City of Waterloo is seeking a qualified asbestos abatement contractor to remove asbestos containing material (ACM). Bidder shall be responsible to familiarize itself with the specifications included in this RFB and to make a personal examination of the job site(s) and the physical conditions that may affect its bidding and performance under the Contract.

The services to be performed under this Contract shall consist of the following:

4.1.1 All services must be performed in accordance with all applicable codes and ordinances of the City of Waterloo, Iowa, accepted professional standards and best practices, as well as all applicable Federal and State regulations, including but not limited to asbestos Statutes and Rules (published by the Iowa Division of Labor), 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP), as well as applicable State regulations of the Iowa Department of Natural Resources. The Contractor shall hold and maintain an asbestos permit issued by the Iowa Division of Labor, and all personnel who perform work on the Project shall hold and maintain an Iowa asbestos license issued by the Iowa Division of Labor.

4.1.2 Remove ACM as identified in the asbestos surveys included as Exhibit “B”.

4.1.3 Document amounts of ACM removed from each structure.

4.1.4 Document ACM disposal at the Black Hawk County landfill through the use of landfill tickets and provide copies to the project manager.

4.1.5 At the request of the City given with reasonable advance notice, attend meetings of the City relative to the work set forth in this Agreement.

4.1.6 Provide other services as requested by the City as may be necessary to implement the asbestos abatement project.

4.2 Silence of Specifications – Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification that affects the performance or integrity of the service being offered shall be addressed in writing and submitted with the Proposal.

4.3 Reserved.

4.4 The Contractor shall complete the Project in an expeditious manner and shall commence work within ten (10) days after being notified by the City with a Notice to Proceed on any given property or properties. All work shall be completed and necessary reports and documentation provided within **the Contract Term** (anticipated to be April 28). If Contractor is prevented from timely completing the work because of circumstances beyond the Contractor’s reasonable control as determined by the City, the time for completion of the work will be tolled for a period of time equivalent to the stoppage resulting from such circumstances. The Contractor does hereby expressly acknowledge and agree that **time is of the essence** of this Contract, and, thus, failure by the Contractor to timely render and perform services hereunder shall constitute a material breach of the Contract.

4.5 A mandatory walkthrough will not be required, but bidders are advised/encouraged to make their own inspections prior to bid submittal. The Planning Department is in possession of a key to a padlock to the front door of 208 Sunnyside Avenue, and has no other keys to any property. Most homes are boarded up and will require a cordless drill with various bits to remove boards to provide access. Please re-install any boards you remove to attempt to maintain security. Please Note: several of these homes are in very poor condition, and will require careful methods (such as an extension ladder) to reach basements or upper levels. 207 Lafayette Street and 208 Sunnyside Avenue in particular have significant roof failure and collapsed stairwells for reaching basements or second floors. 637 Ankeny Street is known to have a crawlspace with HVAC equipment within the crawlspace, with no previously identifiable access point into the crawlspace (testing contractor cut a small hole through the floor).

SECTION V
GENERAL TERMS AND CONDITIONS

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word CITY refers to the CITY OF WATERLOO, IOWA throughout these Instructions and Terms and Conditions. Similarly, PROPOSER refers to the person or company submitting an offer to sell its goods or services to the CITY, and CONTRACTOR refers to the successful bidder.

2. **PROPOSER QUALIFICATIONS** - No Proposal shall be accepted from, and no Contract will be awarded to, any person, firm or corporation that is in arrears to the City upon debt or Contract, that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in this Request for Proposal.

3. **SPECIFICATION DEVIATIONS BY THE PROPOSER/ OFFEROR** - Any deviation from this specification MUST be noted in detail, and submitted in writing in the Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.

4. **COLLUSIVE PROPOSAL** - The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same Contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.

5. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Proposal documents shall be through written addendum. Verbal information obtained otherwise will **NOT** be considered in awarding of Proposals.

6. **PROPOSAL CHANGES** - Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal opening, will be void regardless of when they were mailed.

7. **HOLD HARMLESS AGREEMENT** - The Contractor agrees to protect, defend, indemnify and hold harmless the City of Waterloo, its officers and employees, their agencies and agents, from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this Contract.

8. **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** - The City reserves the right to reject any or all Proposals. The City further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the City.

9. **PROPOSAL CURRENCY/LANGUAGE** - All proposal prices shall be shown in US Dollars ($). All prices must remain firm for the duration of the Contract regardless of the exchange rate. All proposal responses must be submitted in English.

10. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 45 days and on receipt of an original invoice and all necessary supporting documentation.

11. **MODIFICATION, ADDENDA & INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the Contract documents and shall be acknowledged and dated on the signature page.

12. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.

13. **SUBCONTRACTING** - No portion of this Proposal may be subcontracted without the prior written approval by the City.

14. **ELECTRONIC SUBMITTAL** - Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal either by airfreight, postal service, or other means.

15. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

16. **ASSIGNMENT** - Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the City. Any assignment or attempt at assignment made without such consent of the City shall be void.

17. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of age, race, color, religion, sex, sexual orientation, gender identity, marital status, national origin, citizenship status, disability, or veteran status.

18. **TAXES** - The City of Waterloo is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

19. **PROPOSAL INFORMATION IS PUBLIC** – All documents submitted with any proposal and the proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Waterloo in connection with a proposal, the submitting party recognized this and waives any claim against the City of Waterloo and any of its officers and employees relating to the release of any document or information submitted.

    Each submitting party shall hold the City of Waterloo and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Waterloo arising from any proposal opportunity.

EXHIBIT "A"

SIGNATURE PAGE

The undersigned Proposer/Bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that they will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that they will furnish all required services and pay all incidental costs in strict conformity with these documents for the stated process as payment in full.

1804 W. 4th Street, 207 Lafayette Street, 208 Sunnyside Avenue, and 637 Ankeny Street.

Total "lump sum" bid: $_____

The correct summation of the actual bid tabulation figures will supersede the listed total.

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print) _____

Authorized Representative Signature _____

Date: _____ Email: _____

Phone: _____ Fax: _____

EXCEPTIONS/DEVIATIONS to this Request for Proposal shall be listed in writing on an attached document provided by the Bidder. Please be as specific as possible. Please check one:

____ Our company has **no** exceptions/deviations.
____ Our company **does** have exceptions/deviations which are listed on an attached document.

GENERAL INFORMATION. Freight and/or delivery charges, if any, shall be included in the price.

FIRM PRICING. Offered prices shall remain firm for a minimum of sixty (60) days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the contract.

ADDENDA (It is the Bidder's responsibility to check for issuance of any addenda). The authorized representative herby acknowledges receipt of the following addenda:

Addenda Number _____ Date _____ Addenda Number _____ Date _____

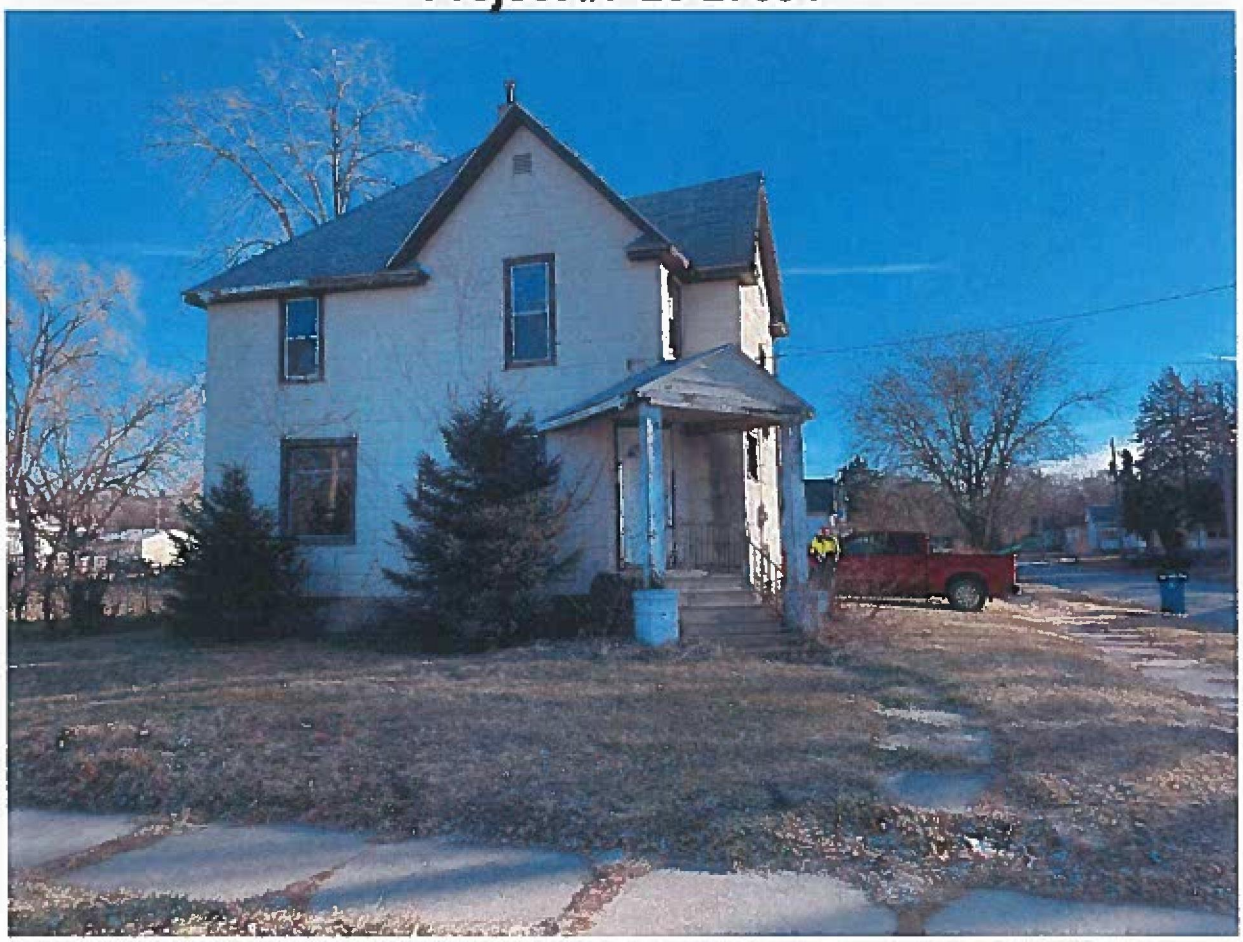
☐ We choose not to bid at this time but would like to be considered for future requests for bid

Our "not to exceed" bid price for each property is:

1804 E. 4th Street	**$**
207 Lafayette Street	**$**
208 Sunnyside Avenue	**$**
637 Ankeny Street	**$**
Total	**$**

ASBESTOS INSPECTION REPORT

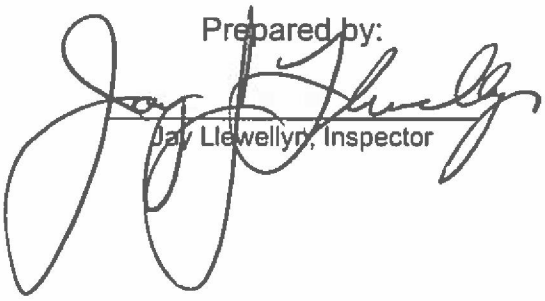
INSPECTION ADDRESS:
City of Waterloo
1804 East 4th Street
Waterloo, IA 50703
Project #: 20-27634



SUBMITTED TO:
City of Waterloo Community Planning & Development
715 Mulberry Street
Waterloo, IA 50703
Attn: Aric Schroeder, City Planner

ASBESTOS INSPECTION

Prepared by:



Jay Llewellyn, Inspector

12/13/2022
Date

22-2812
Inspector #

04/13/2023
License Expiration date

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INTRODUCTION

For each area of the building, the inspector performing the inspection did the following:

1. Visually inspected the area(s) to identify the locations of all suspect Asbestos Containing Building Materials.

2. Identify all homogeneous areas of friable and non-friable suspected asbestos.

3. Assume, if necessary, that some or all of the homogeneous area(s) are Asbestos Containing Material (ACM), and for each homogeneous area that is not assumed to be ACM, collect and submit bulk samples for analysis.

SECTION 2

DEFINITIONS:

HOMOGENEOUS AREA
An area which appears similar throughout in terms of color, texture, and date of material application.

SURFACING MATERIAL
Material in a building that is sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.

THERMAL SYSTEM INSULATION
Means material applied to pipes, fittings, boilers breeching, tanks ducts, or other interior structural components to prevent heat loss or gain, or water condensation, or other purposes.

MISCELLANEOUS MATERIAL
Interior building material on structural components, structural members or fixtures, such as floor and ceiling tiles, and does not include surfacing material or thermal system insulation.

SAMPLING AND ANALYSIS
All samples to be analyzed by Polarized Light Microscopy (PLM). Analysis was performed in accordance with EPA 40 CFR, Part 763, Appendix A to Subpart F.

A homogeneous area was considered not to contain Asbestos Containing Material (ACM) only if the results of all samples collected from the area showed asbestos in the amounts of one (l) percent (%) or less (_1%). A homogeneous area contains ACM when one or more samples collected from that area shows greater than one (1) percent (%) asbestos (>1%).

FRIABLE
Any material containing more than one (1) percent (%) asbestos that, when dry can be crumbled, pulverized, or reduced to a powder by hand pressure.

NON-FRIABLE (CATEGORY I)
Asbestos containing packings, gaskets, resilient floor covering, and asphalt roofing products, containing more than one (1) percent (%) asbestos.

NON-FRIABLE (CATEGORY II)
Any excluding Non-Friable (Category I) Asbestos Containing Material, containing more than one (1) percent (%) asbestos.

SECTION 3

General Building Inspection Observations

The building inspection is conducted by a qualified and State of Iowa licensed Asbestos Inspector. The purpose of a building inspection is to identify existing building materials that are asbestos containing materials (ACM). If the inspection is conducted in an occupied building, the Inspector is sometimes denied accessibility to building areas and materials; i.e., the Inspector may not be allowed to cut through floor coverings or walls, remove quarry tiles, etc. There are many situations where ACM are concealed in wall cavities and other non-accessible areas, such as tunnels, crawl spaces, above ceilings, pipe chases, behind wall coverings, beneath debris piles, under various floor coverings, etc. When these situations occur in construction, renovation, and/or demolition, etc., materials in these areas shall be treated as ACM and handled as such by qualified and licensed asbestos personnel. If suspect asbestos containing material is discovered or damaged during the course of any activities, the material shall be considered and treated as ACM to diminish further fiber release. In addition, the Inspector uses an independent laboratory that analyzes the bulk building material samples using Polarized Light Microscopy (PLM). PLM analysis technique may not be as accurate as more expensive analysis techniques for certain building materials. It remains the Building Owner and/or Representative(s)' responsibility to address this issue and consider analyzing suspect building material using different analysis techniques prior to disturbing the material(s). The following are areas that may not be inspected.

1. **Tunnels and Crawl Spaces:** During the inspection process, the Inspector attempts to check tunnels and crawl spaces for ACM and the degree of damage to the materials. In most cases, quantification of ACM in these areas is impossible due to the inaccessibility to these areas. In addition, these areas may fall under: "Confined Space Regulations". Due to the congestion in tunnels and crawl spaces, obtaining an accurate quantification for mudded joints, pipe wrap, etc. is almost impossible. The Inspector will quantify ACM only in accessible tunnels and crawl spaces, and estimate the quantities in the inaccessible areas. Some reasons for inaccessibility are as follows: flooded areas, pipe congestion, asbestos and other debris, electrical hazards, confined spaces, unknown gas emissions, low ceilings, etc.

2. **Boilers and Thermal System Insulation:** Interior portions of boilers, heaters, storage tanks, etc. are not always accessible. Materials in these areas will be treated as ACM. Areas of concern are packing inside boiler doors and liners. Use extreme care and properly trained personnel when handling these types of materials. Some boilers have insulated metal jackets over fiberglass or ACM. Thermal system insulation can be found in many different forms; i.e., air cell, preformed magnesium block, millboard, etc. All fiberglass materials are excluded as suspect ACM.
3. **Debris:** In areas where damaged ACM may be found there may and usually will

be ACM debris in the general area of the damaged material. These areas shall be treated with the utmost care even during the inspection and quantification process. The Inspector considers any exposure to this type of material as a health threat.

4. **State of Quantification:** As a general rule, individual rooms or areas of estimation contain inherently more probability of an error than those groups of rooms or areas or an entire building. In other words, the aggregate tends to be more accurate than the sums of the individual parts. Therefore, when designing response actions (measurements, air samples, etc.), the project designer and the asbestos abatement contractor's attention shall be given to ensure that quantification of materials and proper methods are followed through careful analysis of the site. If materials are quantified, the asbestos abatement contractor or owner, owner representatives or third parties are responsible for verifying the quantities.

5. **The Inspector** may take some latitude in the presentation of the Inspection Report. When the Inspector has found floor tiles, linoleum, and/or carpeting listed he/she may or may not have adhesives listed. Adhesives have been known to contain asbestos and therefore, although not mentioned, it may be presumed to be ACM, listed or not. Testing of the adhesive prior to disturbing is recommended. The same is true for adhesives or mastics used to adhere linoleum to floors or counter tops. All toweled-on and/or sprayed-on surfacing materials; i.e., floor mastics, wall and ceiling surfacing, etc. are either suspected or presumed ACM unless sampled and analyzed to indicate that they are not ACM.

6. **In the Inspection Report,** certain items such as mudded joints (MJ) or metal doors (MD), etc. are listed as units or number of units; i.e. 10 MJ, 3 Damaged, which is an indication of count rather than square feet or linear feet. Most materials listed in the assessment are either listed as square feet or linear feet with these noted exceptions.

7. **In the Assessment Process,** there are additional codes such as ME and MG; ME representing miscellaneous electrical and MG representing miscellaneous gasket materials. Both of these codes are used to indicate materials that are unusual to the normal course of an assessment of the building. Miscellaneous electrical materials include old electrical wiring, switchboards, transite panels, etc. Miscellaneous gasket materials can be found between (thermal) valves, on boiler doors, between fittings, between molds, etc. These codes give the Inspector the ability to qualify materials, which sometimes may not be considered as ACM.

8. **An Asbestos Code Sheet** is included with the Inspector's inspection report, which informs the client as to the Homogeneous Codes used during the inspection process.

9. **Caution-** Regarding Inspection results- Floor tiles, adhesives, and drywall (mud) found to not contain asbestos should be re-analyzed under the "Chatfield Method" of TEM analysis. Many times the results from having these materials analyzed under PLM results in false positives or false negatives. After reviewing your report, please notify the inspector if you want these samples analyzed under the "Chatfield Method".

10. Any sample less than 10% asbestos may be Point Counted. Point counting is a more accurate method of analyzing of bulk samples. The results of the point counting are the results that will determine if the material will be treated as asbestos.

11. Asbestos inspections are performed based on current understanding of the regulations. As new interpretations of the regulations are made aware of by the EPA, DNR, and Iowa Division of Labor. Advanced Environmental Testing and Abatement Inc. will adapt their inspections to comply with these new procedures. If additional sampling is required by the different agencies, Advanced Environmental will do the additional sampling. The owner is responsible for the additional cost for these samples as well as labor.

12. Advanced Environmental shall not be responsible for any cost of abating any additional asbestos discovered in any renovation or demolition activities. Any additional items discovered shall be tested when they become accessible. For example, old adhesive may be under new floor tiles and adhesive. Additional materials may be concealed in walls, under multi layers of flooring, etc.

13. All amounts listed are estimates. It is up to other contractors to field verify any amounts that are listed within this report.

14. All material that looks similar should be treated as asbestos containing materials.

15. Asbestos Material containing <1%. Some material tested for asbestos may contain trace amounts of asbestos and be below the threshold for asbestos contain material according to both the Iowa DNR and Iowa State Code.. However, the Federal Occupational Safety and Health Administration still have some regulations that contractors must follow under 29 CFR 1926.1101. Contractors working with asbestos material with <1% asbestos must still produce a negative and initial exposure assessment, completed by a "competent person". Contractors must follow 29 CFR 1926. 1101 (g)(1)(ii) and (iii) and 29 CFR 1926. 1101(g)(3)(i), (ii), and (iv). Please contact Advanced Environmental Testing and Abatement, Inc. for consultation on how to handle material with <1% asbestos.

16. Flat roofs: If any layer of a flat roof tests positive for asbestos, all layers should be considered asbestos and removed as such. Advanced Environmental makes every effort to core roof samples through all layers.

ASBESTOS CODES

A = Assumed
ADH = Adhesive
APW = Air Cell Pipe Wrap
BP = Boiler Plaster
C = Ceiling
CAPS = Stair Treads
CQ = Can't Quantify
CT = Ceiling Tiles
CT/12 = 12" Ceiling Tiles
DAM. = Damaged
DEB = Debris
DW = Drywall
F = Friable
FE = Furnace Exhaust
FT = Floor Tiles
GASK = Gaskets
GYM = Gypsum
HOMO = Homogeneous
LINO = Linoleum
MISC = Miscellaneous Non Friable
MAC = Metal Asbestos Chimney
MATL DESC = Material Description
MD = Metal Door
ME = Miscellaneous Electrical
MF = Miscellaneous Friable
MJ = Mudded Joint
NC = Nose Cap
NF = Non Friable
NSM = Not Suspect Material
P or PH = Previous History
PP = Patched Plaster/Drywall
PSA = Sand Plaster
PSM = Smooth Plaster
S = Sample/Samples/Sampled
SCT = Suspended Ceiling Tile
SR = Sample Result
ST = Storage Tank
SUR = Surfacing
T = Thermal
Thermal Pipe Measurement = Linear Ft
TR = Transite
TSI = Thermal System Insulation
VC = Vibration Cloth
VDW = Vinyl Covered Drywall
W = Walls
WD = Wood Door
N = North
S = South
E = East
W = West

1. All Metal Doors are listed by quantities, example 3 = 3 metal doors.
2. All Mudded Joints are listed by quantities of MJ, not sizes.
3. All Pipe Wrap materials are listed in linear feet.
4. All other measurements are square feet unless stated elsewhere.
5. Sample Results: N = Not Considered Asbestos Containing Material
   Y = Considered Asbestos Containing Material
   P or PH = Previous History
   N/A = Not Analyzed
   <1% = Contains less than 1% Asbestos Containing Material
   >1% = Contains more than 1% Asbestos Containing Material
6. All Adhesives are considered Asbestos Containing Material (ACM) which can't be quantified - Non Friable ACM.
7. All Seals and Gaskets are considered Asbestos Containing Material (ACM) which can't be quantified – Non Friable ACM.

SECTION 4

REPORT DATA

BUILDING NAME: Residence – 1804 East 4th Street – Waterloo, IA
INSPECTION AREAS: Throughout
CLIENT CONTRACT: City of Waterloo – Aric Schroeder

METHOD:

All samples are sent to EMC LABS, INC in Phoenix, Arizona. EMC LABS is accredited by the National Institute for Standards and Technology for Polarized Light Microscopy analysis under their NVLAP accreditation (NVLAP #: 101926-0). Sampling was completed by a State of Iowa licensed asbestos inspector. Sampling methods were based on National Emission Standards for Hazardous Air Pollutants (NESHAPS) protocols. Bulk samples of suspect asbestos containing material were analyzed by Polarized Light Microscopy (PLM) using EPA Method 600-R93-116.

OVERVIEW:

An asbestos inspection was conducted at the residence located at 1804 East 4th Street in Waterloo, IA on December 1st, 2022. The house has two stories. At the time of inspection, a total of twenty-seven samples were analyzed with forty-two layers analyzed for asbestos content. Each sample is broken down by layers if necessary (I.e. floor tile and mastic). Samples can be categorized by miscellaneous, surfacing, and thermal. The following samples were taken of each:

Miscellaneous samples tested include:

Siding
Window caulk
Sink coating
2' x 4' ceiling tile
2' x 2' ceiling tile
Window glazing
Roof shingles on felt paper
12" x 12" floor tile & mastic
12" x 12" ceiling tile
Drywall joint compound

Surfacing samples included:

Ceiling & wall texture
Plaster

Thermal samples include:

Attic insulation
Duct paper
Refractory cement

SECTION 5

POSITIVE SAMPLE RESULTS:

The following samples tested positive (>1%) for asbestos:

1) Siding +- 2300 sq. ft.	15% Chrysotile
3) Window caulk (siding meets windows) and seams of siding +- 10 sq. ft.	3% Chrysotile
16) 12" x 12" floor tile – 2nd floor NW bedroom +- 170 sq. ft.	2% Chrysotile
16) mastic for above	4% Chrysotile
18) 12" x 12" floor tile – 2nd floor NE bedroom +- 130 sq. ft.	3% Chrysotile
18) mastic for above	5% Chrysotile
19) 12" x 12" grey floor tile – top landing +- 22 sq. ft.	3% Chrysotile
19) mastic for above	5% Chrysotile
20) 12" x 12" grey floor tile – top landing +- 22 sq. ft.	3% Chrysotile
20) mastic for above	4% Chrysotile
26) Duct paper in heat register on 1st floor, wall cavities, basement	75% Chrysotile
ASSUMED – roof tar at base of chimney / roof vents	ASSUMED

The inspection was to identify asbestos containing materials prior to demolition. The Inspection entailed a visual assessment of the property for suspect asbestos containing materials, collection, and submittal of bulk samples for analysis.

In the State of Iowa, asbestos is regulated by the Iowa Department of Natural Resources and the Iowa Division of Labor.

CONCLUSIONS AND RECOMMENDATIONS

This house has a two stories and was fairly empty.

The siding was positive. There is approximately 2300 sq. ft.

The caulk around the windows and in the corners of the siding was positive.

There was 12" x 12" floor tile and mastic in three areas, all on the 2nd floor. The two north bedrooms and at the top stair landing on the 2nd floor. Both tiles in the landing area were positive. The mastic was positive for all of the floor tile as well. There is approximately 340 sq. ft.

The duct paper is in wall cavities and on boots as well. There is approximately 150 sq. ft. of duct paper

Roof tar around the chimney base and roof vents were assumed. Approximately 5 sq. ft.

APPENDIX A
SAMPLE INVENTORY LIST, LAB ANALYSIS

Facility Name/Site Location					
			City of Waterloo - Residence 1804 East 4th Street Waterloo, IA 50703		Inspected By: Jay Llewellyn 12/1/2022
Sample No	**Material**	**Color**	**Location**	**Current Condition**	**Results**
1	**Siding**	**white - grey**	**Exterior**	**good**	**15% Chrysotile**
2	Window glazing	white	Windows	good	0%
3	**Window caulk**	**white-grey**	**Wwhere windows meet siding (plus corners)**	**good**	**3% Chysotile**
4	roof shingles / felt paper	green / black	Roof	good	0%,0%
5	Sink coating	grey	Kitchen - laying on floor	good	0%
6	12" x 12" floor tile / mastic	tan / black	Kitchen & dining room +- 255 sq. ft.	some damage	0%,0%
7	12" x 12" floor tile / mastic	white/ yellow	Kitchen (under #6 and underlayment) +- 100 sq. ft.	good	0%,0%
8	Ceiling texture / joint compound	white / white	Kitchen ceiling - middle +- 150 sq. ft.	good	0%
9	12" x 12" floor tile / mastic	white/tan/black	Kitchen (old pantry maybe -by south wall) +- 12 sq. ft.	good	0%,0%
10	Ceiling texture	white	Kitchen ceiling - south	good	0%
11	Plaster / skim coat	grey / white	Kitchen - north wall	some damage	0%,0%
12	2' x 4' ceiling tile	white	Dining Room - 1 tile where light is +- 8 sq. ft.	good	0%
13	12" x 12" ceiling tile	white	NW room - along perimeter and where light was 20 sq. ft.	good	0%
14	12" x 12" floor tile / mastic	tan / yellow	Bottom landing for stairs +- 9 sq. ft.	good	0%,0%
14A	2' x 2' ceiling tile	white	Top of basement stair area +- 130 sq. ft.	good	0%
15	12" x 12" floor tile / mastic	grey / yellow	2nd floor - SW bedroom +- 110 sq. ft.	good	0%,0%
16	**12" x 12" floor tile / mastic**	**Red / black**	**2nd floor - SW bedroom +- 170 sq. ft.**	**good**	**2%, 4% Chrysotile**
17	12" x 12" ceiling tile	white	2nd floor - SW bedroom +- 170 sq. ft.	good	0%
18	**12" x 12" floor tile / mastic**	**white / black**	**2nd floor - NE bedroom +- 130 sq. ft.**	**good**	**3%,5% Chrysotile**
19	**12" x 12" floor tile / mastic**	**grey / black**	**2nd floor landing - two layers? +- 22 sq. ft.**	**good**	**3%,5% Chrysotile**
20	**12" x 12" floor tile / mastic**	**tan/ black**	**2nd floor landing - +- 16 sq. ft.**	**good**	**3%,4% Chrysotile**
21	12" x 12" floor tile / mastic	tan / white / black	2nd floor bathroom - two layers +- 120 sq. ft.	some damage	0%,0%,0%,0%
22	plaster with texture	grey / white	2nd floor - NE bedroom ceiling +- 130 sq. ft.	some damage	0%,0%
23	Attic Insulation	greyish	Attic	good	0%
24	Refractiry cement	yellowish	Basement - where hot water heater runs into brick	good	0%
25	Drywall	white	Garage	some damage	0%
26	**Duct paper**	**grey**	**Wall cavities / basement**	**good**	**75% Chrysotile**
ASSUMED	**Roof tar**	**black**	**Around chimney base**		**Assumed**

EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report
0283544

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	ADVANCED ENVIRONMENTAL	Job# / P.O. #:	22-27634
Address:	803 RICKER ST.	Date Received:	12/05/2022
	WATERLOO IA 50703	Date Analyzed:	12/08/2022
Collected:	12/01/2022	Date Reported:	12/08/2022
Project Name:	CITY OF WATERLOO-1804 E. 4TH ST.	EPA Method:	EPA 600/R-93/116
Address:	WATERLOO, IA 50703	Submitted By:	JAY LLEWELLYN
		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type	(%)	Non-Asbestos Constituents	
0283544-001 1804E4-1	EXTERIOR	Siding, Gray	Yes	Chrysotile	15%		
						Carbonates Gypsum Quartz Binder/Filler	85%
0283544-002 1804E4-2	WINDOWS	Window Glazing, White/ Gray	No	None Detected			
						Carbonates Quartz Binder/Filler	100%
0283544-003 1804E4-3	WHERE WINDOWS MEET SIDING (PLUS CORNERS)	Window Caulk, Off White/ Gray	Yes	Chrysotile	3%		
						Carbonates Quartz Binder/Filler	97%
0283544-004 1804E4-4	ROOF	LAYER 1 Roof Shingle, Off White/ Black	No	None Detected		Fibrous Glass	15%
						Carbonates Quartz Binder/Filler	85%
		LAYER 2 Felt Paper, Black	No	None Detected		Fibrous Glass	40%
						Carbonates Quartz Binder/Filler	60%
0283544-005 1804E4-5	KITCHEN-LAYING ON FL	Sink Undercoating, Gray/ Beige	No	None Detected		Cellulose Fiber	10%
						Carbonates Mica Quartz Binder/Filler	90%

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Address:	WATERLOO, IA 50703	Submitted By:	JAY LLEWELLYN
		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0283544-006 1804E4-6	KITCHEN & DINING RM	LAYER 1 12"x12" Floor Tile, Tan/ Black	No	None Detected	Synthetic Fiber	<1%
					Carbonates Quartz Binder/Filler	99%
		LAYER 2 Mastic, Clear/ Yellow	No	None Detected	Cellulose Fiber	3%
					Synthetic Fiber	<1%
					Carbonates Quartz Binder/Filler	96%
0283544-007 1804E4-7	KITCHEN (UNDER #6 & UNDERLAYMENT)	LAYER 1 12"x12" Floor Tile, Beige/ Off White	No	None Detected		
					Carbonates Quartz Binder/Filler	100%
		LAYER 2 Mastic, Yellow	No	None Detected	Cellulose Fiber	1%
					Carbonates Quartz Binder/Filler	99%
0283544-008 1804E4-8	KITCHEN-CEILING-MIDDLE	Ceiling Texture/ Joint Compound, White/ Beige	No	None Detected		
					Carbonates Mica Quartz Binder/Filler	100%

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Address:	WATERLOO, IA 50703	Submitted By:	JAY LLEWELLYN
		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0283544-009 1804E4-9	KITCHEN (OLD PANTRY MAYBE-BYSOUTH WALL)	LAYER 1 12"x12" Floor Tile, White/ Tan	No	None Detected		
					Carbonates Quartz Binder/Filler	100%
		LAYER 2 Mastic, Black	No	None Detected	Cellulose Fiber	<1%
					Carbonates Quartz Binder/Filler	99%
0283544-010 1804E4-10	KITCHEN CEILING-SOUTH	Ceiling Texture/ Paint, White/ Beige	No	None Detected	Cellulose Fiber	<1%
					Carbonates Mica Quartz Binder/Filler	99%
0283544-011 1804E4-11	KITCHEN-N. WALL	LAYER 1 Plaster-Scratch Coat, Lt. Gray	No	None Detected		
					Gypsum Quartz Carbonates Mica	100%
		LAYER 2 Plaster-Skim Coat, Off White/ White	No	None Detected		
					Gypsum Quartz Mica Carbonates Binder/Filler	100%
0283544-012 1804E4-12	DINING RM-1 TILE WHERE LIGHT IS	2'x4' Ceiling Tile, White/ Beige	No	None Detected	Cellulose Fiber Mineral Wool	50% 30%
					Carbonates Quartz Perlite Binder/Filler	20%

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		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type	(%)	Non-Asbestos Constituents	
0283544-013 1804E4-13	NW RM-ALONG PERIMETER & WHERE LIGHT WAS	12"x12" Ceiling Tile, White/ Brown	No	None Detected		Cellulose Fiber	85%
						Carbonates Gypsum Binder/Filler	15%
0283544-014 1804E4-14	BOTTOM LANDING FOR STAIRS	LAYER 1 12"x12" Floor Tile, Tan/ Off White	No	None Detected			
						Carbonates Quartz Binder/Filler	100%
		LAYER 2 Mastic, Yellow	No	None Detected			
						Carbonates Quartz Binder/Filler	100%
0283544-015 1804E4-14A	TOP OF BASEMENT STAIR AREA	2'x2' Ceiling Tile, White/ Beige	No	None Detected		Cellulose Fiber Mineral Wool	45% 35%
						Carbonates Quartz Perlite Binder/Filler	20%
0283544-016 1804E4-15	2ND FL-SW BEDRM	LAYER 1 12"x12" Floor Tile, Gray/ Off White	No	None Detected			
						Carbonates Quartz Binder/Filler	100%
		LAYER 2 Mastic, Yellow	No	None Detected		Cellulose Fiber	3%
						Carbonates Gypsum Binder/Filler	97%

EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report
0283544

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	ADVANCED ENVIRONMENTAL	Job# / P.O. #:	22-27634
Address:	803 RICKER ST.	Date Received:	12/05/2022
	WATERLOO IA 50703	Date Analyzed:	12/08/2022
Collected:	12/01/2022	Date Reported:	12/08/2022
Project Name:	CITY OF WATERLOO-1804 E. 4TH ST.	EPA Method:	EPA 600/R-93/116
Address:	WATERLOO, IA 50703	Submitted By:	JAY LLEWELLYN
		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type	(%)	Non-Asbestos Constituents	
0283544-017 1804E4-16	2ND FL-SW BEDRM	LAYER 1 12"x12" Floor Tile, Red	Yes	Chrysotile	2%	Carbonates Quartz Binder/Filler	98%
		LAYER 2 Mastic, Black	Yes	Chrysotile	4%	Cellulose Fiber Carbonates Quartz Binder/Filler	<1% 95%
0283544-018 1804E4-17	2ND FL-SW BEDRM	12"x12" Ceiling Tile, White/ Tan	No	None Detected		Cellulose Fiber Carbonates Gypsum Binder/Filler	85% 15%
0283544-019 1804E4-18	2ND FL-NE BEDRM	LAYER 1 12"x12" Floor Tile, White/ Off White	Yes	Chrysotile	3%	Carbonates Quartz Binder/Filler	97%
		LAYER 2 Mastic, Black	Yes	Chrysotile	5%	Carbonates Quartz Binder/Filler	95%
0283544-020 1804E4-19	2ND FL LANDING-TWO LAYERS?	LAYER 1 12"x12" Floor Tile, Gray	Yes	Chrysotile	3%	Carbonates Quartz Binder/Filler	97%
		LAYER 2 Mastic, Black	Yes	Chrysotile	5%	Carbonates Quartz Binder/Filler	95%

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Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report
0283544

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	ADVANCED ENVIRONMENTAL	Job# / P.O. #:	22-27634
Address:	803 RICKER ST.	Date Received:	12/05/2022
	WATERLOO IA 50703	Date Analyzed:	12/08/2022
Collected:	12/01/2022	Date Reported:	12/08/2022
Project Name:	CITY OF WATERLOO-1804 E. 4TH ST.	EPA Method:	EPA 600/R-93/116
Address:	WATERLOO, IA 50703	Submitted By:	JAY LLEWELLYN
		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type	(%)	Non-Asbestos Constituents	
0283544-021 / 1804E4-20	2ND FL LANDING	LAYER 1 12"x12" Floor Tile, Tan/ Off White	Yes	Chrysotile	3%		
						Carbonates Quartz Binder/Filler	97%
		LAYER 2 Mastic, Black	Yes	Chrysotile	4%	Cellulose Fiber	1%
						Carbonates Quartz Binder/Filler	95%
0283544-022 / 1804E4-21	2ND FL BATHRM-TWO LAYERS	LAYER 1 12"x12" Floor Tile, Tan/ Beige	No	None Detected			
						Carbonates Quartz Binder/Filler	100%
		LAYER 2 Mastic, Clear/ Yellow	No	None Detected		Cellulose Fiber	3%
						Carbonates Quartz Binder/Filler	97%
		LAYER 3 Floor Tile, Gray/ Black	No	None Detected			
						Carbonates Quartz Binder/Filler	100%
		LAYER 4 Mastic, Yellow	No	None Detected		Cellulose Fiber	<1%
						Carbonates Quartz Binder/Filler	99%

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Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report
0283544

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	ADVANCED ENVIRONMENTAL	Job# / P.O. #:	22-27634
Address:	803 RICKER ST.	Date Received:	12/05/2022
	WATERLOO IA 50703	Date Analyzed:	12/08/2022
Collected:	12/01/2022	Date Reported:	12/08/2022
Project Name:	CITY OF WATERLOO-1804 E. 4TH ST.	EPA Method:	EPA 600/R-93/116
Address:	WATERLOO, IA 50703	Submitted By:	JAY LLEWELLYN
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0283544-023 1804E4-22	2ND FL-NE BEDRM CEILING	LAYER 1 Plaster-Scratch Coat/ Paper Backing, Gray/ Brown	No	None Detected	Cellulose Fiber Gypsum Quartz Mica Carbonates	1% 99%
		LAYER 2 Plaster-Texture/ Paint, White/ Beige	No	None Detected	Carbonates Mica Quartz Binder/Filler	 100%
0283544-024 1804E4-23	ATTIC	Insulation (Attic), Off White/ Gray	No	None Detected	Mineral Wool Cellulose Fiber Carbonates Quartz Binder/Filler	95% 2% 3%
0283544-025 1804E4-24	BASEMENT-WHERE HOT WATER HEATER RUNS INTO BRICK	Refractory Cement, Yellow/ Tan	No	None Detected	Fibrous Glass Gypsum Quartz Mica Carbonates Binder/Filler	5% 95%
0283544-026 1804E4-25	GARAGE	Drywall, Off White/ Brown	No	None Detected	Cellulose Fiber Gypsum Carbonates Quartz Mica	12% 88%

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Laboratory Report
0283544

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	ADVANCED ENVIRONMENTAL	Job# / P.O. #:	22-27634
Address:	803 RICKER ST.	Date Received:	12/05/2022
	WATERLOO IA 50703	Date Analyzed:	12/08/2022
Collected:	12/01/2022	Date Reported:	12/08/2022
Project Name:	CITY OF WATERLOO-1804 E. 4TH ST.	EPA Method:	EPA 600/R-93/116
Address:	WATERLOO, IA 50703	Submitted By:	JAY LLEWELLYN
		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type	(%)	Non-Asbestos Constituents	
0283544-027 / 1804E4-26	WALL CAVITIES/BASEMENT	Duct Paper, Beige/ Gray	Yes	Chrysotile	75%	Cellulose Fiber	10%
						Carbonates Gypsum Binder/Filler	15%

Analyst - Matt Kettler

Signatory - Lab Director - Kurt Kettler

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimate and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.

APPENDIX B
INSPECTOR LICENSE AND CERTIFICATION

JAY LLEWELLYN



DOB: 05-31-1961

Issued: 04-06-2022

This person is licensed to perform asbestos work in the State of Iowa. ID card is intended for official use only and must be present on jobsite.

License Type	Number	Expires
INSPECTOR	22-8212	04-13-2023
SUPERVISOR	22-8164	03-12-2023

DIVISION OF LABOR IOWA

Asbestos

Rod A. Roberts
Labor Commissioner

Asbestos Building Inspector Refresher Training

This is to certify that

Jay Llewellyn

Has attended and completed Refresher training in accordance with
Title II of TSCA, 40 CFR Part 763 Appendix C to Subpart E as revised

Date of Course Completion 4/13/22

Date of Course Examination 4/13/22 with Passing Score of 70% or Higher via online course

Expiration Date 4/13/23

Certificate # 41322-BIR32

Course # FL-490006359 Provider #
FL-490005406

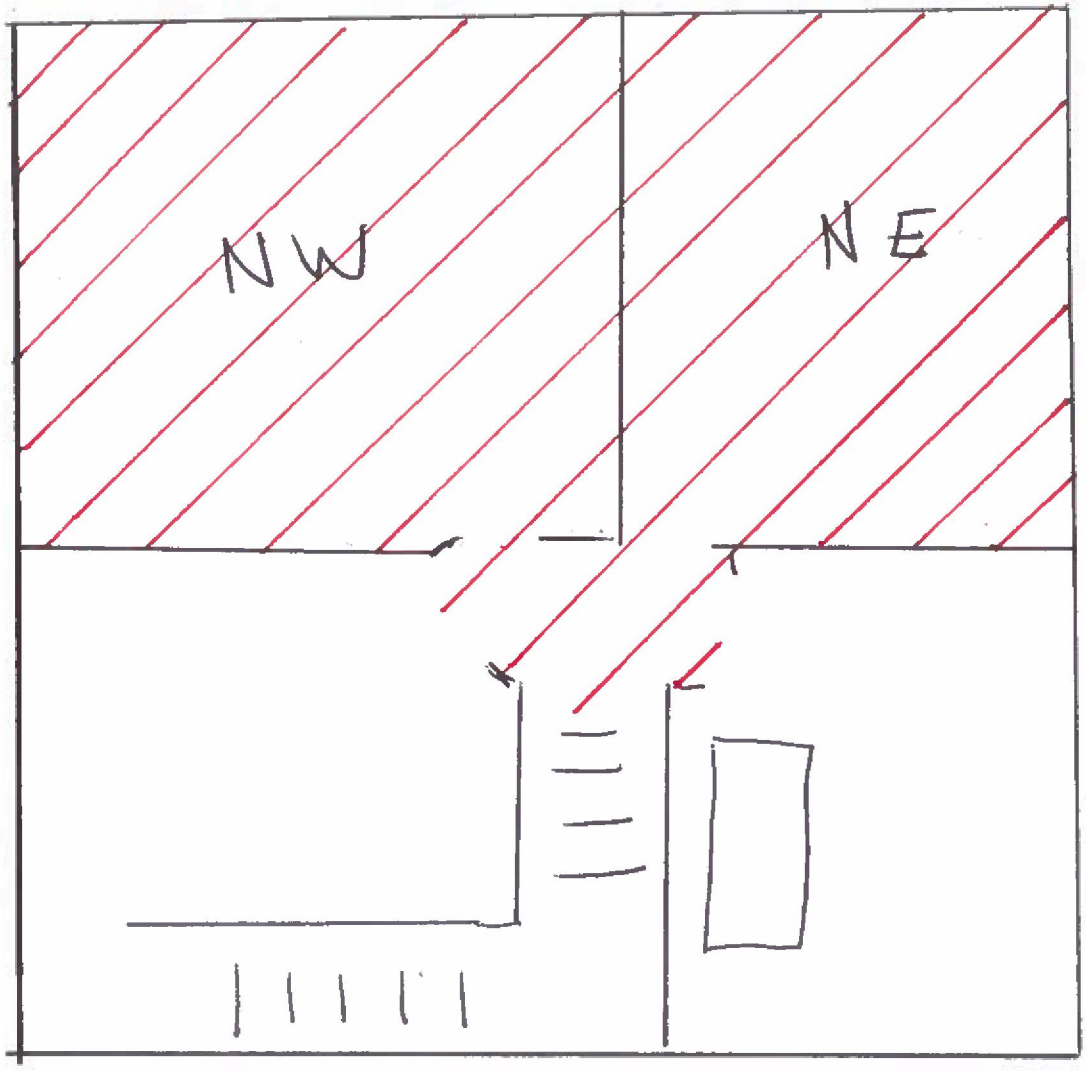
Asbestos Online Training, LLC
727-873-6442
info@asbestosonlinetraining.com

Instructor

123 certificates

APPENDIX C
PICTURES

2nd Floor

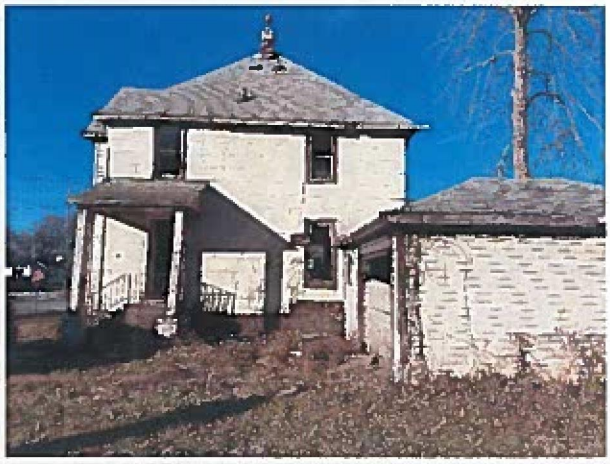


Floor tile & Mastic

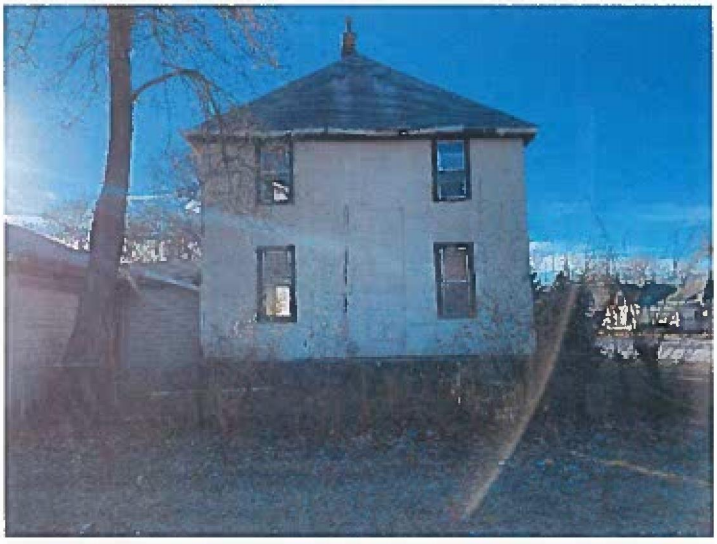


City of Waterloo - 1804 West 4th Street – Waterloo, IA 50703



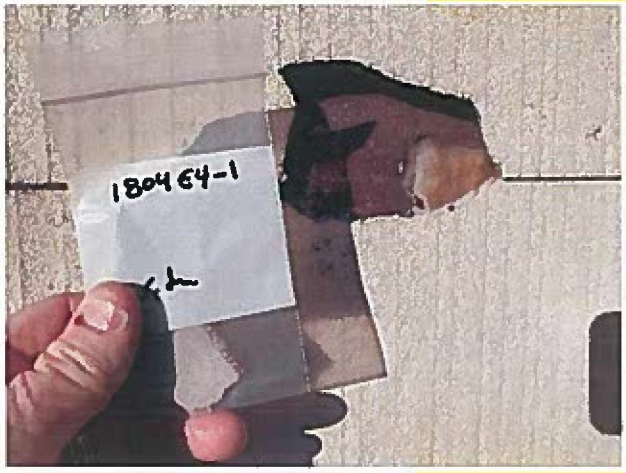


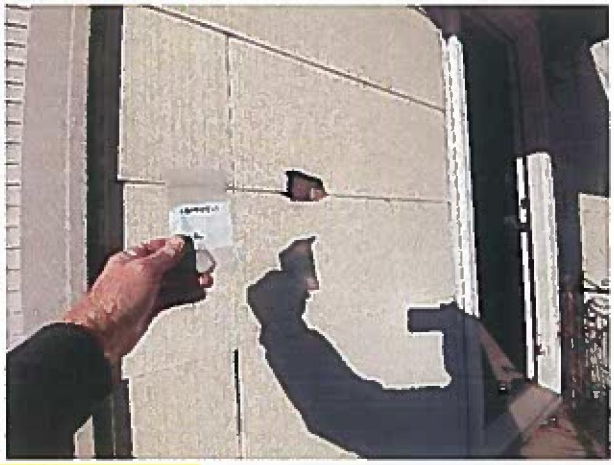
Siding was positive



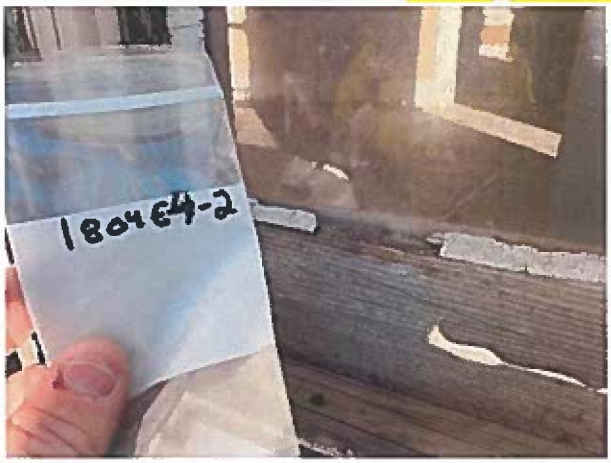


Assumed Chimney tar



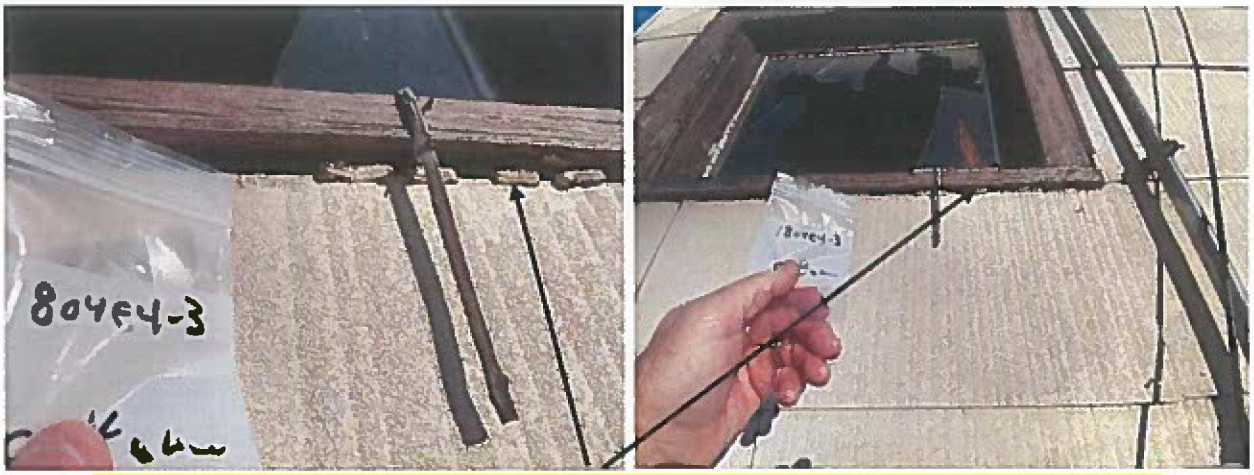


Siding – 15% Chrysotile

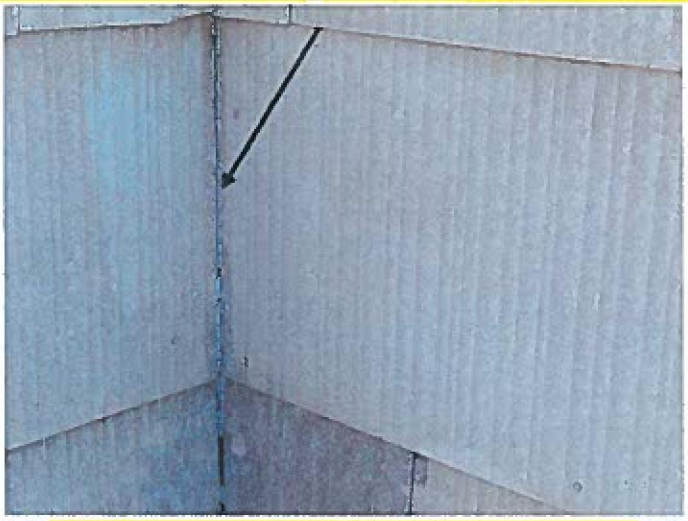




Window glazing – NO ASBESTOS



Window caulk – where siding meets window – 3% Chrysotile

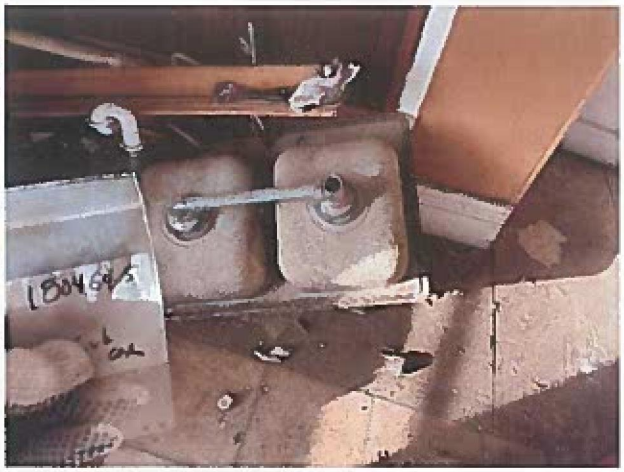


Caulk is in seams of siding as well

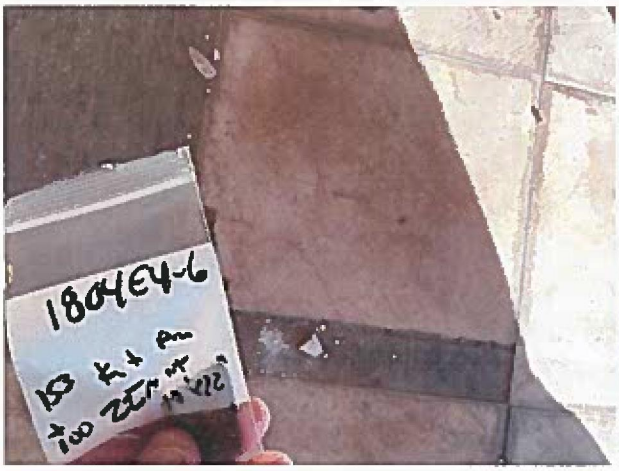


Roof shingles on felt paper – NO ASBESTOS



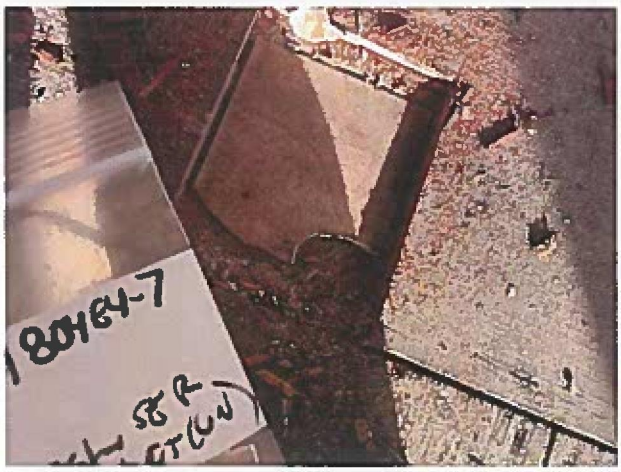


Kitchen area (laying on floor) - Sink coating – NO ASBESTOS





Kitchen & dining area flooring-12" x 12" floor tile & mastic- NO ASBESTOS





Kitchen - 12" x 12" floor tile (under #6 & wood underlayment) – NO ASBESTOS



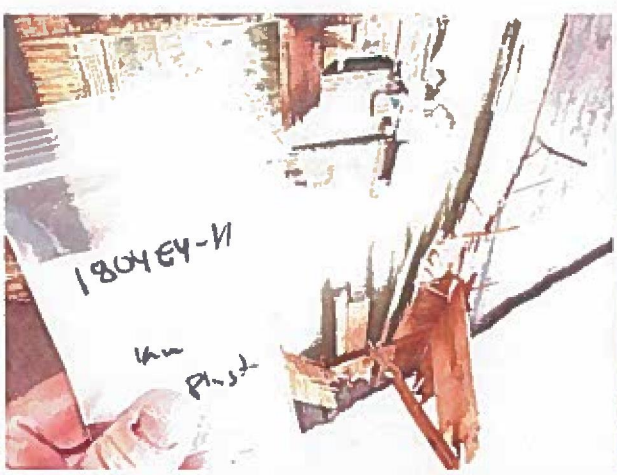
Kitchen area – Ceiling texture – joint compound – NO ASBESTOS



Kitchen – South end (Old pantry) – 12" x 12" floor tile / mastic – NO ASBESTOS

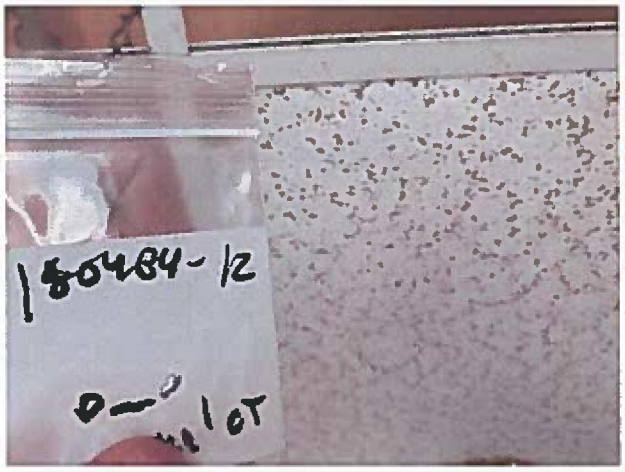


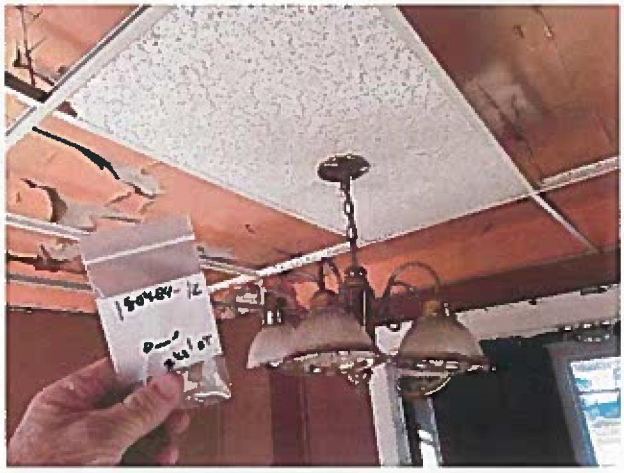
Kitchen area ceiling – texture – NO ASBESTOS





Throughout – sample from kitchen – North wall – plaster – NO ASBESTOS





Dining area – 2' x 4' ceiling tile – NO ASBESTOS

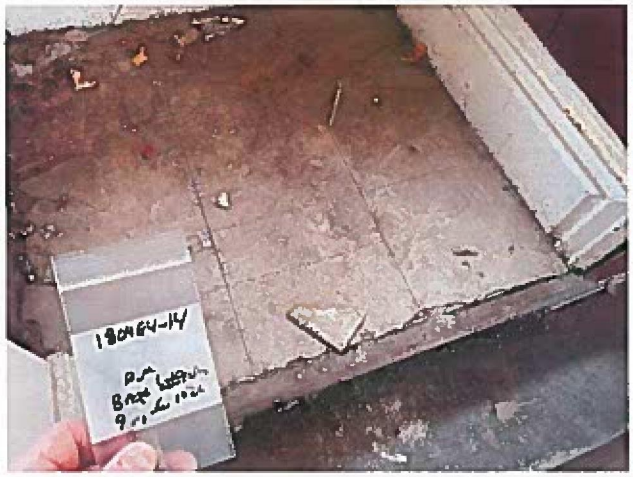




NW room – Perimeter and by light - 12" x 12" ceiling tile – NO ASBESTOS



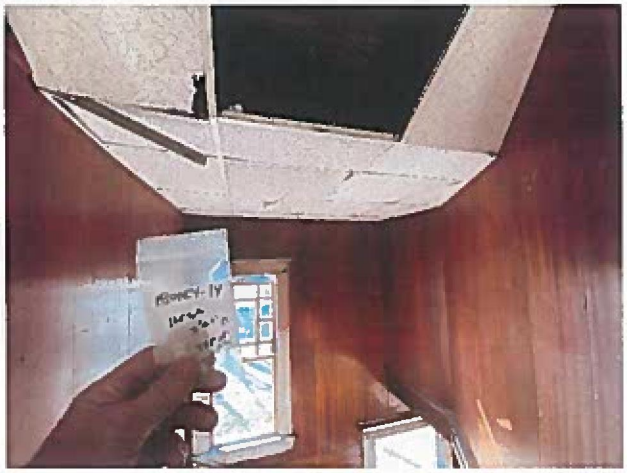
No adhesive for paneling



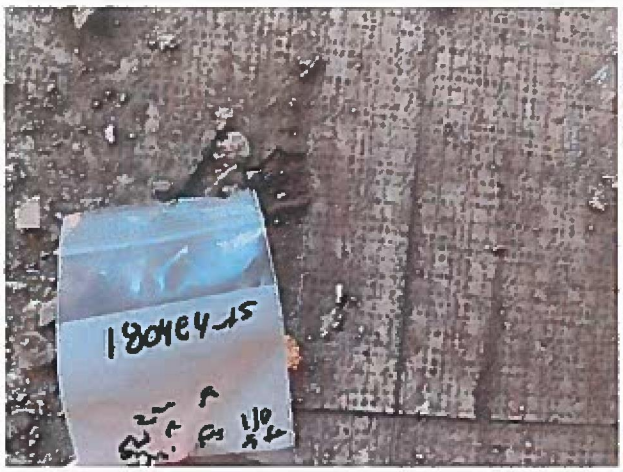


Main level – stair landing SW area – 12" x 12" floor tile & mastic – NO ASBESTOS



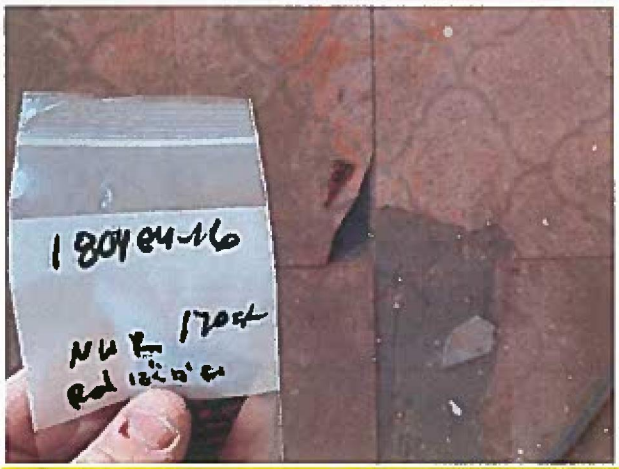


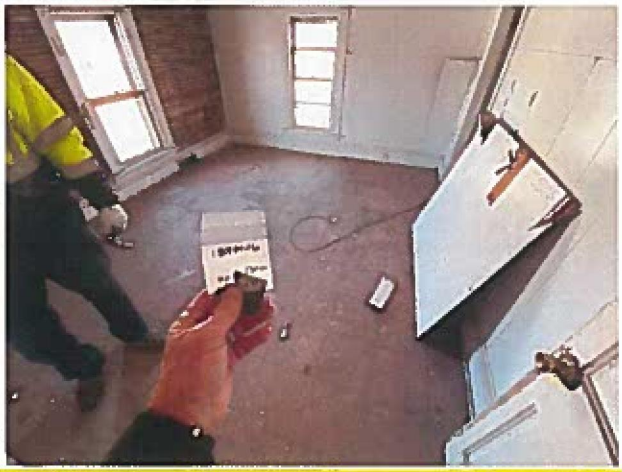
2nd floor stairwell – 2' x 2' ceiling tile – NO ASBESTOS



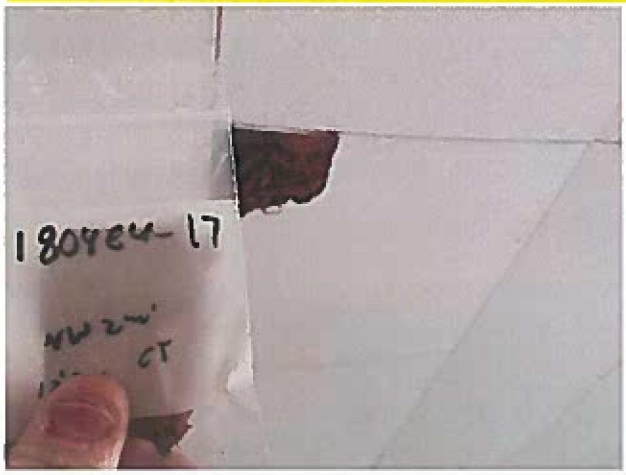


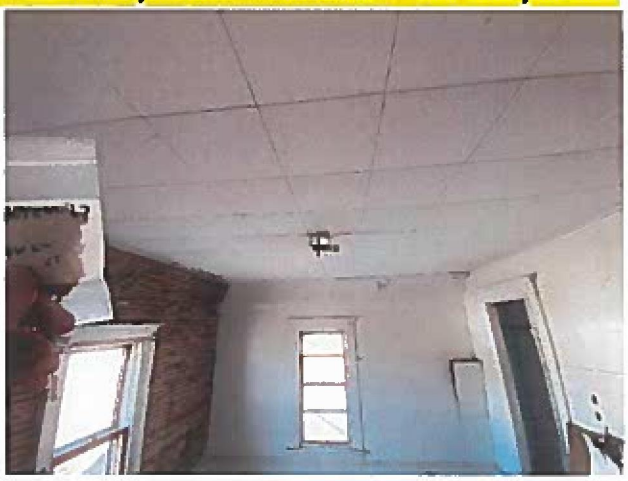
2nd floor – SW room – 12" x 12" floor tile & mastic – NO ASBESTOS



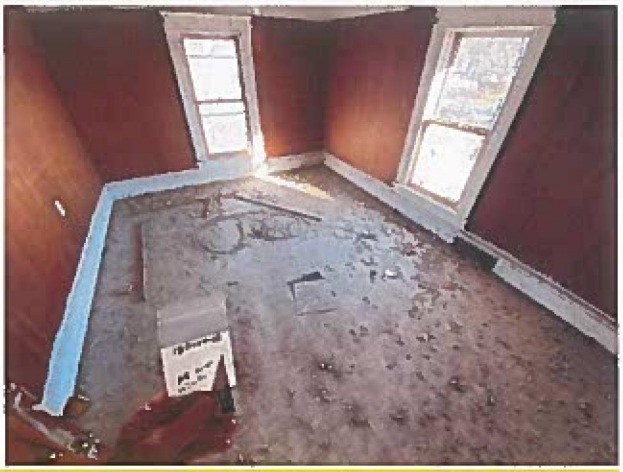


2nd floor –NW room -12" x 12" floor tile – 2% Chrysotile – Mastic – 4% Chrysotile

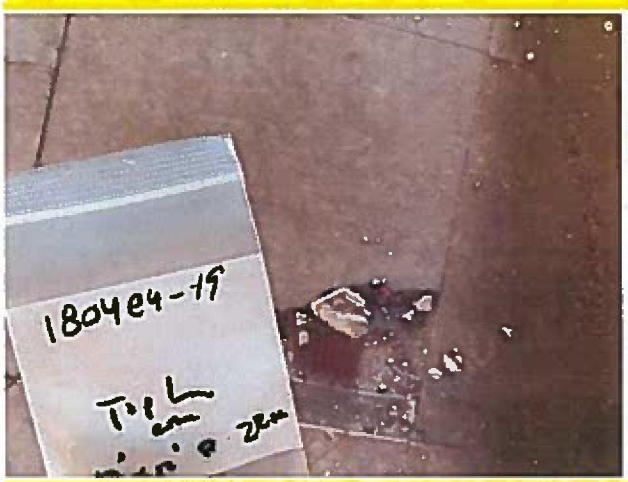




2nd floor – NW room – 12" x 12" ceiling tile – NO ASBESTOS

2nd floor – NE room – 12" x 12" floor tile – 3% Chrysotile – Mastic – 5% Chrysotile





2nd floor – Top landing – perimeter – grey 12" x 12" floor tile – 3% Chrysotile – mastic 5% Chrysotile

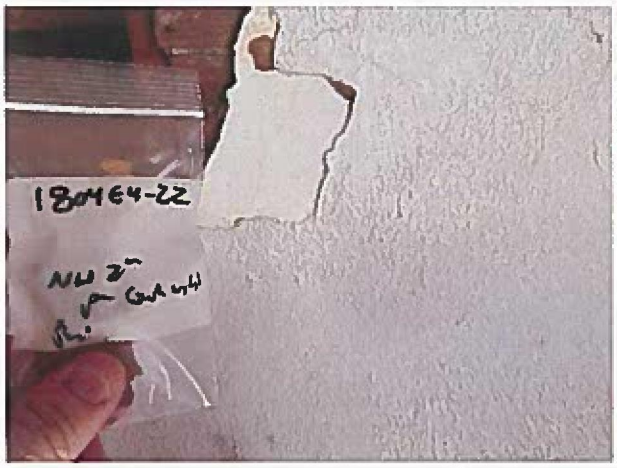




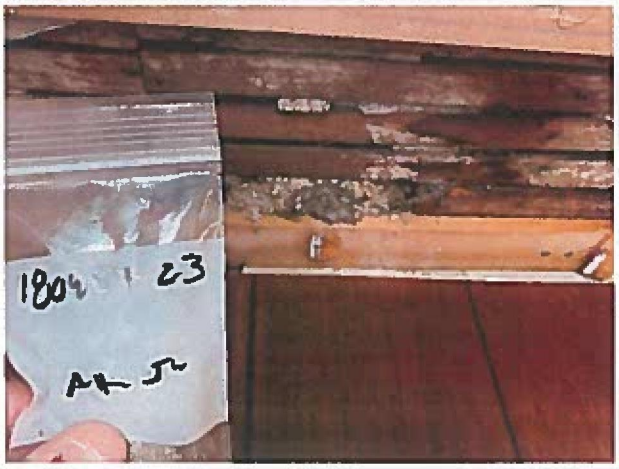
2nd floor-Top landing-center-12" x 12" floor tile-3% Chrysotile-mastic - 4% Chrysotile



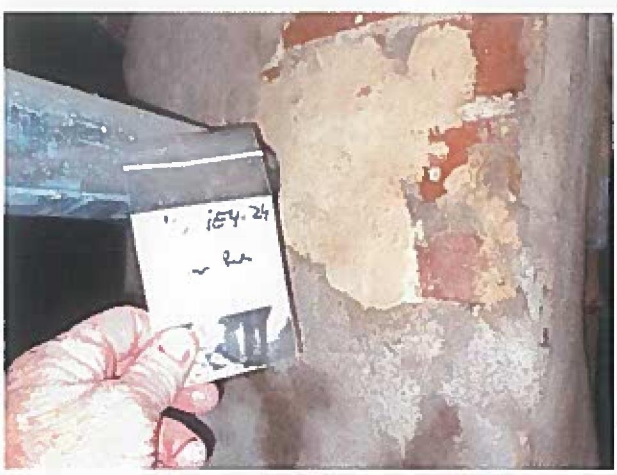
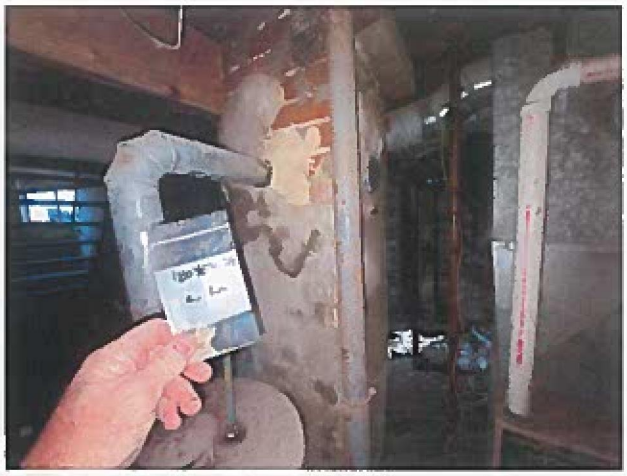

2nd floor bathroom – 2 layers of 12" x 12" floor tile & mastic – NO ASBESTOS




Throughout – Sample from 2nd Floor NE room – plaster with texture – NO ASBESTOS




Attic insulation – NO ASBESTOS

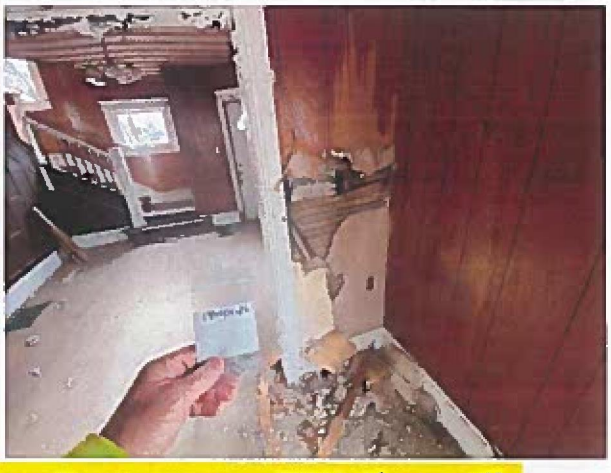
Basement – refractory cement – NO ASBESTOS





Garage – Drywall – NO ASBESTOS

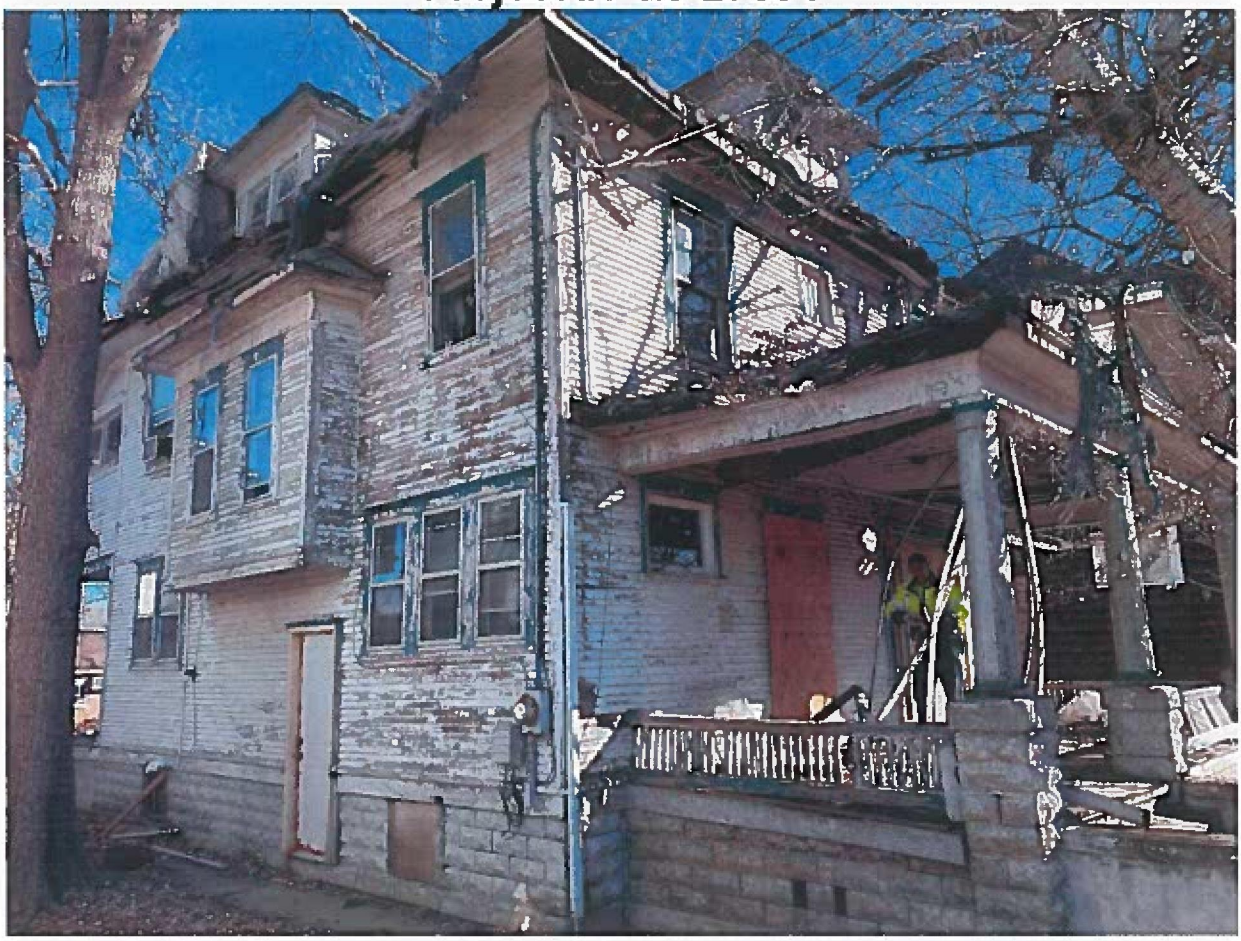




Wall cavities & heat boots / ducts – Duct paper – 75% Chrysotile

ASBESTOS INSPECTION REPORT

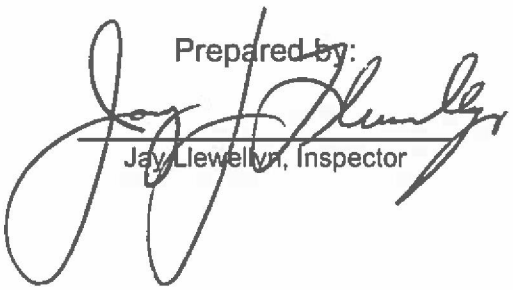
INSPECTION ADDRESS:
City of Waterloo
207 Lafayette Street
Waterloo, IA 50703
Project #: 20-27634



SUBMITTED TO:
City of Waterloo Community Planning & Development
715 Mulberry Street
Waterloo, IA 50703
Attn: Aric Schroeder, City Planner

ASBESTOS INSPECTION

Prepared by:



Jay Llewellyn, Inspector

12/13/2022
Date

22-2812
Inspector #

04/13/2023
License Expiration date

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INTRODUCTION

For each area of the building, the inspector performing the inspection did the following:

1. Visually inspected the area(s) to identify the locations of all suspect Asbestos Containing Building Materials.

2. Identify all homogeneous areas of friable and non-friable suspected asbestos.

3. Assume, if necessary, that some or all of the homogeneous area(s) are Asbestos Containing Material (ACM), and for each homogeneous area that is not assumed to be ACM, collect and submit bulk samples for analysis.

DEFINITIONS:

HOMOGENEOUS AREA
An area which appears similar throughout in terms of color, texture, and date of material application.

SURFACING MATERIAL
Material in a building that is sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.

THERMAL SYSTEM INSULATION
Means material applied to pipes, fittings, boilers breeching, tanks ducts, or other interior structural components to prevent heat loss or gain, or water condensation, or other purposes.

MISCELLANEOUS MATERIAL
Interior building material on structural components, structural members or fixtures, such as floor and ceiling tiles, and does not include surfacing material or thermal system insulation.

SAMPLING AND ANALYSIS
All samples to be analyzed by Polarized Light Microscopy (PLM). Analysis was performed in accordance with EPA 40 CFR, Part 763, Appendix A to Subpart F.

A homogeneous area was considered not to contain Asbestos Containing Material (ACM) only if the results of all samples collected from the area showed asbestos in the amounts of one (l) percent (%) or less (_1%). A homogeneous area contains ACM when one or more samples collected from that area shows greater than one (1) percent (%) asbestos (>1%).

FRIABLE
Any material containing more than one (1) percent (%) asbestos that, when dry can be crumbled, pulverized, or reduced to a powder by hand pressure.

NON-FRIABLE (CATEGORY I)
Asbestos containing packings, gaskets, resilient floor covering, and asphalt roofing products, containing more than one (1) percent (%) asbestos.

NON-FRIABLE (CATEGORY II)
Any excluding Non-Friable (Category I) Asbestos Containing Material, containing more than one (1) percent (%) asbestos.

SECTION 3

General Building Inspection Observations

The building inspection is conducted by a qualified and State of Iowa licensed Asbestos Inspector. The purpose of a building inspection is to identify existing building materials that are asbestos containing materials (ACM). If the inspection is conducted in an occupied building, the Inspector is sometimes denied accessibility to building areas and materials; i.e., the Inspector may not be allowed to cut through floor coverings or walls, remove quarry tiles, etc. There are many situations where ACM are concealed in wall cavities and other non-accessible areas, such as tunnels, crawl spaces, above ceilings, pipe chases, behind wall coverings, beneath debris piles, under various floor coverings, etc. When these situations occur in construction, renovation, and/or demolition, etc., materials in these areas shall be treated as ACM and handled as such by qualified and licensed asbestos personnel. If suspect asbestos containing material is discovered or damaged during the course of any activities, the material shall be considered and treated as ACM to diminish further fiber release. In addition, the Inspector uses an independent laboratory that analyzes the bulk building material samples using Polarized Light Microscopy (PLM). PLM analysis technique may not be as accurate as more expensive analysis techniques for certain building materials. It remains the Building Owner and/or Representative(s)' responsibility to address this issue and consider analyzing suspect building material using different analysis techniques prior to disturbing the material(s). The following are areas that may not be inspected.

1. **Tunnels and Crawl Spaces:** During the inspection process, the Inspector attempts to check tunnels and crawl spaces for ACM and the degree of damage to the materials. In most cases, quantification of ACM in these areas is impossible due to the inaccessibility to these areas. In addition, these areas may fall under: "Confined Space Regulations". Due to the congestion in tunnels and crawl spaces, obtaining an accurate quantification for mudded joints, pipe wrap, etc. is almost impossible. The Inspector will quantify ACM only in accessible tunnels and crawl spaces, and estimate the quantities in the inaccessible areas. Some reasons for inaccessibility are as follows: flooded areas, pipe congestion, asbestos and other debris, electrical hazards, confined spaces, unknown gas emissions, low ceilings, etc.

2. **Boilers and Thermal System Insulation:** Interior portions of boilers, heaters, storage tanks, etc. are not always accessible. Materials in these areas will be treated as ACM. Areas of concern are packing inside boiler doors and liners. Use extreme care and properly trained personnel when handling these types of materials. Some boilers have insulated metal jackets over fiberglass or ACM. Thermal system insulation can be found in many different forms; i.e., air cell, preformed magnesium block, millboard, etc. All fiberglass materials are excluded as suspect ACM.
3. **Debris:** In areas where damaged ACM may be found there may and usually will

be ACM debris in the general area of the damaged material. These areas shall be treated with the utmost care even during the inspection and quantification process. The Inspector considers any exposure to this type of material as a health threat.

4. **State of Quantification:** As a general rule, individual rooms or areas of estimation contain inherently more probability of an error than those groups of rooms or areas or an entire building. In other words, the aggregate tends to be more accurate than the sums of the individual parts. Therefore, when designing response actions (measurements, air samples, etc.), the project designer and the asbestos abatement contractor's attention shall be given to ensure that quantification of materials and proper methods are followed through careful analysis of the site. If materials are quantified, the asbestos abatement contractor or owner, owner representatives or third parties are responsible for verifying the quantities.

5. **The Inspector** may take some latitude in the presentation of the Inspection Report. When the Inspector has found floor tiles, linoleum, and/or carpeting listed he/she may or may not have adhesives listed. Adhesives have been known to contain asbestos and therefore, although not mentioned, it may be presumed to be ACM, listed or not. Testing of the adhesive prior to disturbing is recommended. The same is true for adhesives or mastics used to adhere linoleum to floors or counter tops. All toweled-on and/or sprayed-on surfacing materials; i.e., floor mastics, wall and ceiling surfacing, etc. are either suspected or presumed ACM unless sampled and analyzed to indicate that they are not ACM.

6. **In the Inspection Report,** certain items such as mudded joints (MJ) or metal doors (MD), etc. are listed as units or number of units; i.e. 10 MJ, 3 Damaged, which is an indication of count rather than square feet or linear feet. Most materials listed in the assessment are either listed as square feet or linear feet with these noted exceptions.

7. **In the Assessment Process,** there are additional codes such as ME and MG; ME representing miscellaneous electrical and MG representing miscellaneous gasket materials. Both of these codes are used to indicate materials that are unusual to the normal course of an assessment of the building. Miscellaneous electrical materials include old electrical wiring, switchboards, transite panels, etc. Miscellaneous gasket materials can be found between (thermal) valves, on boiler doors, between fittings, between molds, etc. These codes give the Inspector the ability to qualify materials, which sometimes may not be considered as ACM.

8. **An Asbestos Code Sheet** is included with the Inspector's inspection report, which informs the client as to the Homogeneous Codes used during the inspection process.

9. **Caution-** Regarding Inspection results- Floor tiles, adhesives, and drywall (mud) found to not contain asbestos should be re-analyzed under the "Chatfield Method" of TEM analysis. Many times the results from having these materials analyzed under PLM results in false positives or false negatives. After reviewing your report, please notify the inspector if you want these samples analyzed under the "Chatfield Method".

10. Any sample less than 10% asbestos may be Point Counted. Point counting is a more accurate method of analyzing of bulk samples. The results of the point counting are the results that will determine if the material will be treated as asbestos.

11. Asbestos inspections are performed based on current understanding of the regulations. As new interpretations of the regulations are made aware of by the EPA, DNR, and Iowa Division of Labor. Advanced Environmental Testing and Abatement Inc. will adapt their inspections to comply with these new procedures. If additional sampling is required by the different agencies, Advanced Environmental will do the additional sampling. The owner is responsible for the additional cost for these samples as well as labor.

12. Advanced Environmental shall not be responsible for any cost of abating any additional asbestos discovered in any renovation or demolition activities. Any additional items discovered shall be tested when they become accessible. For example, old adhesive may be under new floor tiles and adhesive. Additional materials may be concealed in walls, under multi layers of flooring, etc.

13. All amounts listed are estimates. It is up to other contractors to field verify any amounts that are listed within this report.

14. All material that looks similar should be treated as asbestos containing materials.

15. Asbestos Material containing <1%. Some material tested for asbestos may contain trace amounts of asbestos and be below the threshold for asbestos contain material according to both the Iowa DNR and Iowa State Code.. However, the Federal Occupational Safety and Health Administration still have some regulations that contractors must follow under 29 CFR 1926.1101. Contractors working with asbestos material with <1% asbestos must still produce a negative and initial exposure assessment, completed by a "competent person". Contractors must follow 29 CFR 1926. 1101 (g)(1)(ii) and (iii) and 29 CFR 1926. 1101(g)(3)(i), (ii), and (iv). Please contact Advanced Environmental Testing and Abatement, Inc. for consultation on how to handle material with <1% asbestos.

16. Flat roofs: If any layer of a flat roof tests positive for asbestos, all layers should be considered asbestos and removed as such. Advanced Environmental makes every effort to core roof samples through all layers.

ASBESTOS CODES

A = Assumed
ADH = Adhesive
APW = Air Cell Pipe Wrap
BP = Boiler Plaster
C = Ceiling
CAPS = Stair Treads
CQ = Can't Quantify
CT = Ceiling Tiles
CT/12 = 12" Ceiling Tiles
DAM. = Damaged
DEB = Debris
DW = Drywall
F = Friable
FE = Furnace Exhaust
FT = Floor Tiles
GASK = Gaskets
GYM = Gypsum
HOMO = Homogeneous
LINO = Linoleum
MISC = Miscellaneous Non Friable
MAC = Metal Asbestos Chimney
MATL DESC = Material Description
MD = Metal Door
ME = Miscellaneous Electrical
MF = Miscellaneous Friable
MJ = Mudded Joint
NC = Nose Cap
NF = Non Friable
NSM = Not Suspect Material
P or PH = Previous History
PP = Patched Plaster/Drywall
PSA = Sand Plaster
PSM = Smooth Plaster
S = Sample/Samples/Sampled
SCT = Suspended Ceiling Tile
SR = Sample Result
ST = Storage Tank
SUR = Surfacing
T = Thermal
Thermal Pipe Measurement = Linear Ft
TR = Transite
TSI = Thermal System Insulation
VC = Vibration Cloth
VDW = Vinyl Covered Drywall
W = Walls
WD = Wood Door
N = North
S = South
E = East
W = West

1. All Metal Doors are listed by quantities, example 3 = 3 metal doors.
2. All Mudded Joints are listed by quantities of MJ, not sizes.
3. All Pipe Wrap materials are listed in linear feet.
4. All other measurements are square feet unless stated elsewhere.
5. Sample Results: N = Not Considered Asbestos Containing Material
   Y = Considered Asbestos Containing Material
   P or PH = Previous History
   N/A = Not Analyzed
   <1% = Contains less than 1% Asbestos Containing Material
   >1% = Contains more than 1% Asbestos Containing Material
6. All Adhesives are considered Asbestos Containing Material (ACM) which can't be quantified - Non Friable ACM.
7. All Seals and Gaskets are considered Asbestos Containing Material (ACM) which can't be quantified – Non Friable ACM.

SECTION 4

REPORT DATA

BUILDING NAME: Residence – 207 Lafayette Street – Waterloo, IA
INSPECTION AREAS: Throughout
CLIENT CONTRACT: City of Waterloo – Aric Schroeder

METHOD:

All samples are sent to EMC LABS, INC in Phoenix, Arizona. EMC LABS is accredited by the National Institute for Standards and Technology for Polarized Light Microscopy analysis under their NVLAP accreditation (NVLAP #: 101926-0). Sampling was completed by a State of Iowa licensed asbestos inspector. Sampling methods were based on National Emission Standards for Hazardous Air Pollutants (NESHAPS) protocols. Bulk samples of suspect asbestos containing material were analyzed by Polarized Light Microscopy (PLM) using EPA Method 600-R93-116.

OVERVIEW:

An asbestos inspection was conducted at the residence located at 207 Lafayette Street in Waterloo, IA on December 1st, 2022. The house has two and ½ stories. At the time of inspection, a total of twenty-two samples were analyzed with thirty-nine layers analyzed for asbestos content. Each sample is broken down by layers if necessary (I.e. floor tile and mastic). Samples can be categorized by miscellaneous, surfacing, and thermal. The following samples were taken of each:

Miscellaneous samples tested include:
Drywall joint compound
Window glazing
Sheet flooring / linoleum & mastic
Roof shingles

Surfacing samples included:
Ceiling & wall texture
Plaster
Plaster

Thermal samples include:
Duct paper

POSITIVE SAMPLE RESULTS:

The following samples tested positive (>1%) for asbestos:

1) Ceiling texture in NE room on main level +- 160 sq. ft.	3% Chrysotile
4) Ceiling texture in SE room on main level +- 200 sq. ft.	3% Chrysotile
5) Black flooring under carpeting in NE room +- 200 sq. ft.	3% Chrysotile
10) Duct paper in heat register on 1st floor, wall cavities, basement	90% Chrysotile
18) Window glazing	3% Chrysotile
ASSUMED – roof tar at base of chimney / roof vents	ASSUMED
Transite piece in the basement on the ceiling – east side	

The inspection was to identify asbestos containing materials prior to demolition. The Inspection entailed a visual assessment of the property for suspect asbestos containing materials, collection, and submittal of bulk samples for analysis.

In the State of Iowa, asbestos is regulated by the Iowa Department of Natural Resources and the Iowa Division of Labor.

CONCLUSIONS AND RECOMMENDATIONS

This house has a hole in the ceiling on the west side of the house. The stairs to the basement and 2nd floor are located under this hole. Weather has deteriorated the stairs. To get to the 2nd floor, we had to use a ladder and go through a window. We were able to move some items and get to the basement. Every floor (including the basement) is full of debris. Clothing, furniture, debris, washing machines, etc…

The first floor, east half of the house has positive ceiling texture. All the debris, furniture, clothing is contaminated with this ceiling texture. The south room has two layers of drywall on the ceiling with texture. The top layer is the layer of positive texture). Both layers will need to be removed. There is approximately 400 sq. ft. of ceiling texture.

There was some flooring in the SE room under all of this debris and carpeting that had 3% Chrysotile as well. There is approximately 160 sq. ft. of this material.

The duct paper was positive. It is in the wall cavities and basement. The basement is full of debris. Items will need to be moved to get to ducts with the asbestos paper. Where the ducts have been damaged, abatement contractor will have to look for acm on the floors. Approximately 150 sq. ft. of acm duct paper.

Windows on the house had positive glazing. There are +- 30 windows. (Basement window glazing were negative)

There were two items that were assumed. Roof tar around the chimney base and a small piece of transite in the basement along the east wall on the ceiling.

APPENDIX A
SAMPLE INVENTORY LIST, LAB ANALYSIS

Facility Name/Site Location					
			City of Waterloo - Residence 207 Lafayette Street Waterloo, IA 50703		Inspected By: Jay Llewellyn 12/1/2022
Sample No	**Material**	**Color**	**Location**	**Current Condition**	**Results**
1	**Drywall w/ texture**	**white / white**	**Thorughout - sample from NE room ceiling**	**damaged**	**0%, 3% Chrysotile**
2	plaster	grey	Kitchen	damaged	0%
3	drywall jont compound/texture	white/white/white	Thorughout - sample from SE room ceiling	damaged	0%,0%,0%
4	**Drywall w / texture**	**white / white**	**NE room (above sample #3)**	**damaged**	**0%, 3% Chrysotile**
5	**Flooring**	**black**	**SE room - under carpeting**	**good**	**3% Chrysotile**
6	Linoleum	grey	Front entry +- 12 sq. ft.	some damage	0%
7	Plaster / skim coat	grey / white	Throughout - sample from NE room - west wall	damaged	0%,0%
8	Flooring	brownish	Kitchen +- 150 sq. ft.	some damage	0%,0%
8A	Linoleum	brown (wood)	Pantry (north room off kitchen with stove in room)	good	0%
9	Linoleum	brown (wood)	Hall from kitchen to basement stairs +- 15 sq. ft.	good	0%,0%
10	**Duct paper**	**grey**	**Basement & wall cavities**	**damaged**	**90% Chrysotile**
11	Drywall	white	Basement SE area wall	some damage	0%
12	top 2 layers of flooring	Grey / tan-blue	2nd floor bathroom - two layers +- 120 sq. ft.	some damage	0%,0%,0%
13	Bottom 2 layers of flooring	multi color / wood?	2nd floor bathroom - bottom layers +- 120 sq. ft.	some damage	0%,0%,0%,0%
14	Plaster / & patch	grey / white	2nd lfoor bathroom - south wall +- 4 sq. ft.	good	0%,0%
15	Plaster / joint compound	grey / white	Stairway to attic - south wall	good	0%,0%
16	Ceiling texture / plaster	blue / ghrey	2nd floor - Middle area	damaged	0%,0%
17	Window glazing	white	2nd floor - NW porch area?	good	0%
18	**Window glazing**	**white**	**House windows**	**good**	**3% Chrysotile**
19	Window glazing	white	Basement windows	good	0%
20	Shingles	grey / black	Top layer	damaged	0%
21	Shingles	green-black - green	Roof - bottom 3 layers	damaged	0%,0%, 0%
ASSUMED	**Roof tar**	**black**	**Around chimney base**		
ASSUMED	**Transite**	**grey**	**Basement - along east wall on ceiling**		

EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report
0283568

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	ADVANCED ENVIRONMENTAL	Job# / P.O. #:	22-27634
Address:	803 RICKER ST.	Date Received:	12/05/2022
	WATERLOO IA 50703	Date Analyzed:	12/08/2022
Collected:	12/01/2022	Date Reported:	12/08/2022
Project Name:	CITY OF WATERLOO-206 LAFAYATTE ST.	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	JAY LLEWELLYN
		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type	(%)	Non-Asbestos Constituents	
0283568-001 1	THROUGHOUT-SAMPLE FROM NE RM CEILING	LAYER 1 Drywall, Off White/ Brown	No	None Detected		Cellulose Fiber	12%
						Gypsum Carbonates Quartz Mica	88%
		LAYER 2 Texture, Off White	Yes	Chrysotile	3%		
						Carbonates Mica Quartz Perlite Binder/Filler	97%
0283568-002 2	KITCHEN	Plaster, Gray/ Tan	No	None Detected			
						Gypsum Quartz Mica Carbonates	100%
0283568-003 3	THROUGHOUT-SAMPLE FROM SE RM CEILING	LAYER 1 Drywall, Off White/ Brown	No	None Detected		Cellulose Fiber	12%
						Gypsum Carbonates Quartz Mica	88%
		LAYER 2 Joint Compound, Off White	No	None Detected		Cellulose Fiber	<1%
						Carbonates Mica Quartz Perlite Binder/Filler	99%
		LAYER 3 Popcorn Texture, White	No	None Detected			
						Carbonates Mica Quartz Perlite Binder/Filler	100%

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Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type	(%)	Non-Asbestos Constituents	
0283568-0044	NE RM (ABOVE SAMPLE #3)	LAYER 1 Drywall, Off White/ Brown	No	None Detected		Cellulose Fiber	12%
						Gypsum Carbonates Quartz Mica	88%
		LAYER 2 Texture, Off White	Yes	Chrysotile	3%		
						Carbonates Mica Quartz Binder/Filler	97%
0283568-0055	SE RM-UNDER CARPETING	Flooring, Black	Yes	Chrysotile	3%		
						Carbonates Gypsum Quartz Binder/Filler	97%
0283568-0066	FRONT ENTRY	Linoleum, Gray/ Tan	No	None Detected		Fibrous Glass	5%
						Carbonates Quartz Binder/Filler	95%
0283568-0077	THROUGHOUT-SAMPLE FROM NE RM-W. WALL	LAYER 1 Plaster, Gray/ Tan	No	None Detected		Hair	1%
						Gypsum Quartz Mica Carbonates	99%
		LAYER 2 Skim Coat/ Paint, White/ Yellow	No	None Detected			
						Carbonates Mica Quartz Perlite Binder/Filler	100%

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Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type	(%)	Non-Asbestos Constituents	
0283568-008 8	KITCHEN	LAYER 1 Linoleum, Lt. Brown	No	None Detected		Carbonates Quartz Binder/Filler	100%
		LAYER 2 Adhesive, Tan	No	None Detected		Carbonates Quartz Binder/Filler	100%
0283568-009 8A	PANTRY	Linoleum, Wood Grain/ Brown	No	None Detected		Fibrous Glass Carbonates Quartz Binder/Filler	5% 95%
0283568-010 9	HALL FROM KITCHEN TO BASEMENT STAIRS	LAYER 1 Linoleum, Wood Grain/ Brown	No	None Detected		Fibrous Glass Carbonates Quartz Binder/Filler	5% 95%
		LAYER 2 Adhesive, Tan	No	None Detected		Cellulose Fiber Carbonates Quartz Binder/Filler	1% 99%
0283568-011 10	BASEMENT & WALL CAVITIES	Duct Paper, Gray	Yes	Chrysotile	90%	Cellulose Fiber Carbonates Gypsum Binder/Filler	5% 5%
0283568-012 11	BASEMENT SE AREA WALL	Drywall, Off White	No	None Detected		Cellulose Fiber Gypsum Carbonates Quartz Mica	12% 88%

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		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0283568-013 12	2ND FL BATHRM-TWO LAYERS	LAYER 1 Flooring: Top, Green Gray	No	None Detected	Synthetic Fiber Cellulose Fiber Fibrous Glass Carbonates Quartz Perlite Binder/Filler	8% 2% 2% 88%
		LAYER 2 Adhesive, Tan	No	None Detected	Cellulose Fiber Carbonates Quartz Binder/Filler	1% 99%
		LAYER 3 Flooring: VCT, Tan/Lt. Blue	No	None Detected	Carbonates Quartz Binder/Filler	 100%
0283568-014 13	2ND FL BATHRM-BOTTOM LAYERS	LAYER 1 Flooring: Bottom, Multi-Color/ Beige	No	None Detected	Carbonates Quartz Binder/Filler	 100%
		LAYER 2 Adhesive, Tan	No	None Detected	Cellulose Fiber Carbonates Quartz Binder/Filler	<1% 99%
		LAYER 3 Flooring: VCT, Wood Grain/ Brown	No	None Detected	Carbonates Quartz Binder/Filler	 100%
		LAYER 4 Adhesive, Tan	No	None Detected	Carbonates Quartz Binder/Filler	 100%

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Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0283568-015 14	2ND FL BATHRM-SOUTH WALL	LAYER 1 Plaster, Lt. Gray	No	None Detected	Hair	1%
					Gypsum Quartz Mica Carbonates	99%
		LAYER 2 Patch, White	No	None Detected		
					Carbonates Mica Quartz Binder/Filler	100%
0283568-016 15	STAIRWAY TO ATTIC-S. WALL	LAYER 1 Plaster, Lt. Gray	No	None Detected	Hair	1%
					Gypsum Quartz Mica Carbonates	99%
		LAYER 2 Joint Compound, White	No	None Detected	Cellulose Fiber	<1%
					Carbonates Mica Quartz Binder/Filler	99%
0283568-017 16	2ND FL-MIDDLE AREA	LAYER 1 Ceiling Texture, White/ Blue	No	None Detected		
					Carbonates Mica Quartz Perlite Binder/Filler	100%
		LAYER 2 Plaster, Gray	No	None Detected	Hair	1%
					Gypsum Quartz Mica Carbonates	99%

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Address:		Submitted By:	JAY LLEWELLYN
		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type	(%)	Non-Asbestos Constituents	
0283568-018 17	2ND FL-NW PORCH AREA?	Window Glazing, White	No	None Detected		Carbonates Quartz Binder/Filler	100%
0283568-019 18	HOUSE WINDOWS	Window Glazing, Off White	Yes	Chrysotile	3%	Carbonates Quartz Binder/Filler	97%
0283568-020 19	BASEMENT WINDOWS	Window Glazing, Off White	No	None Detected		Carbonates Quartz Binder/Filler	100%
0283568-021 20	TOP LAYER	Roof Shingle, Gray/ Black	No	None Detected		Fibrous Glass Carbonates Quartz Binder/Filler	10% 90%
0283568-022 21	ROOF-BOTTOM 3 LAYER	LAYER 1 Roof Shingle, Green/ Black	No	None Detected		Cellulose Fiber Carbonates Quartz Binder/Filler	20% 80%
		LAYER 2 Roof Shingle, Black	No	None Detected		Fibrous Glass Carbonates Quartz Binder/Filler	10% 90%
		LAYER 3 Roof Shingle, Green/ Black	No	None Detected		Cellulose Fiber Carbonates Gypsum Quartz Binder/Filler	20% 80%

EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report
0283568

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	ADVANCED ENVIRONMENTAL	Job# / P.O. #:	22-27634
Address:	803 RICKER ST.	Date Received:	12/05/2022
	WATERLOO IA 50703	Date Analyzed:	12/08/2022
Collected:	12/01/2022	Date Reported:	12/08/2022
Project Name:	CITY OF WATERLOO-206 LAFAYATTE ST.	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	JAY LLEWELLYN
		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents

Analyst - Mark Steiner

Signatory - Lab Director - Kurt Kettler

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimate and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.

APPENDIX B
INSPECTOR LICENSE AND CERTIFICATION

JAY LLEWELLYN

DOB: 05-31-1961

Issued: 04-06-2022



This person is licensed to perform asbestos work in the State of Iowa. ID card is intended for official use only and must be present on jobsite.

License Type	Number	Expires
INSPECTOR	22-8212	04-13-2023
SUPERVISOR	22-8164	03-12-2023

DIVISION OF IOWA LABOR

Asbestos

Rod A. Roberts
Labor Commissioner

Asbestos Building Inspector Refresher Training

This is to certify that

Jay Llewellyn

Has attended and completed Refresher training in accordance with
Title II of TSCA, 40 CFR Part 763 Appendix C to Subpart E as revised

Date of Course Completion 4/13/22

Date of Course Examination 4/13/22 with Passing Score of 70% or Higher via online course

Expiration Date 4/13/23

Certificate # 41322-BIR32

Course # FL-490006359 Provider #
FL-490005406

Asbestos Online Training, LLC
727-873-6442
info@asbestosonlinetraining.com

Instructor

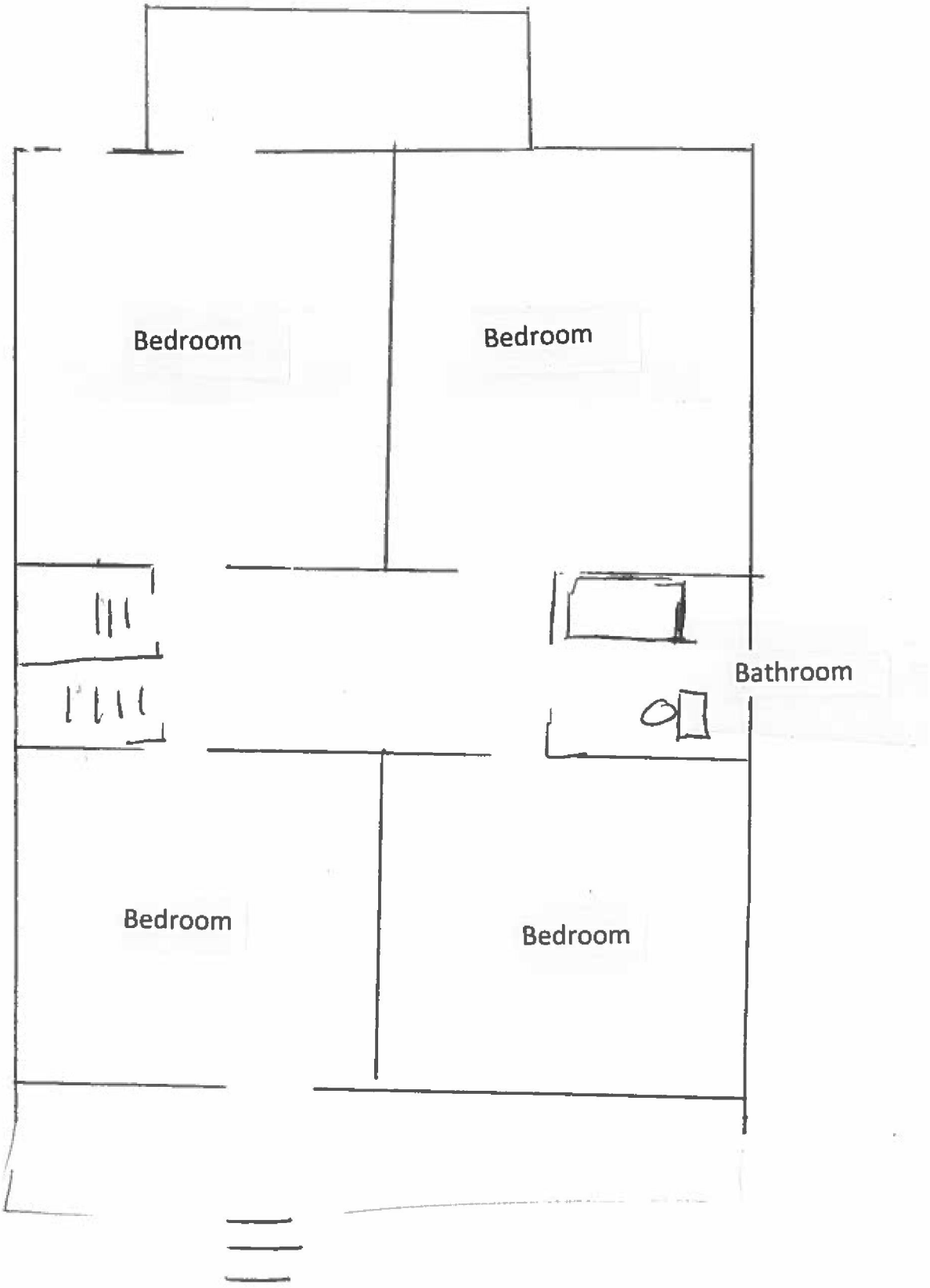
123 Certificates

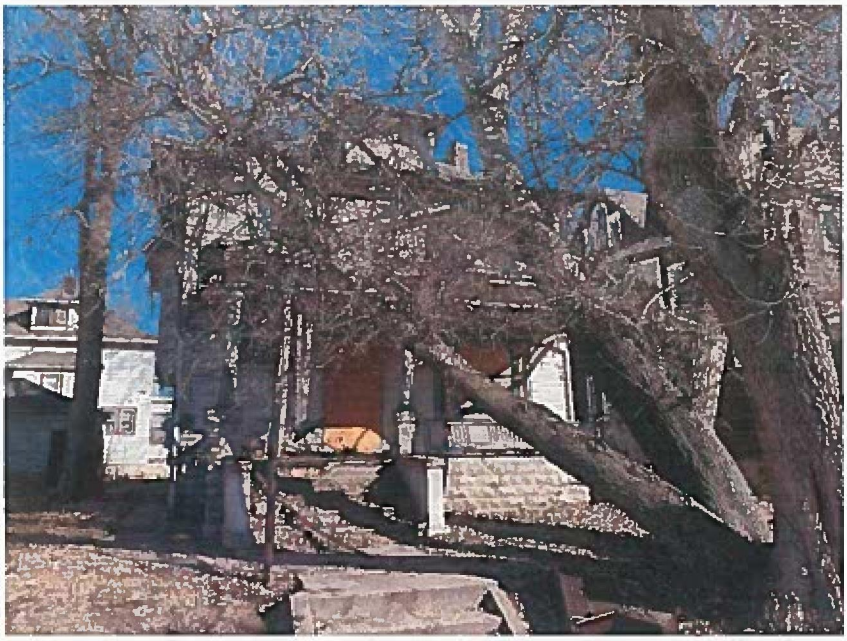
APPENDIX C
PICTURES

1st Floor

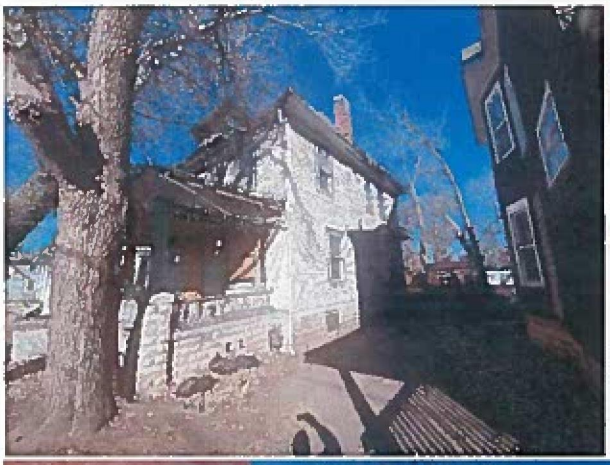

Pantry off kitchen
Kitchen
NE Room
Stairs are collapsed
SE Room
Front porch
/// - Ceiling Texture
- Floors

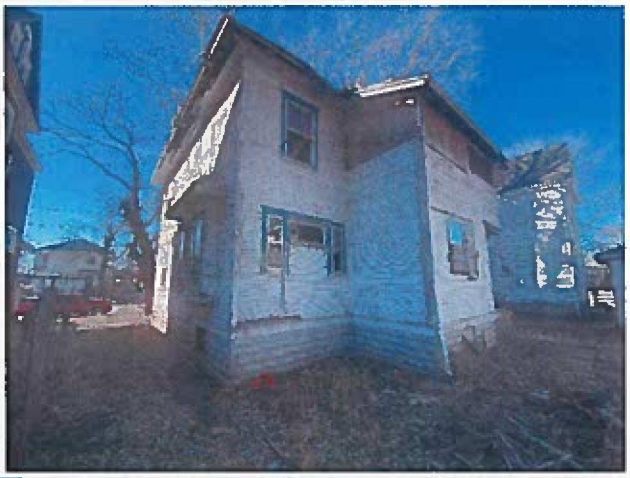
2nd Floor

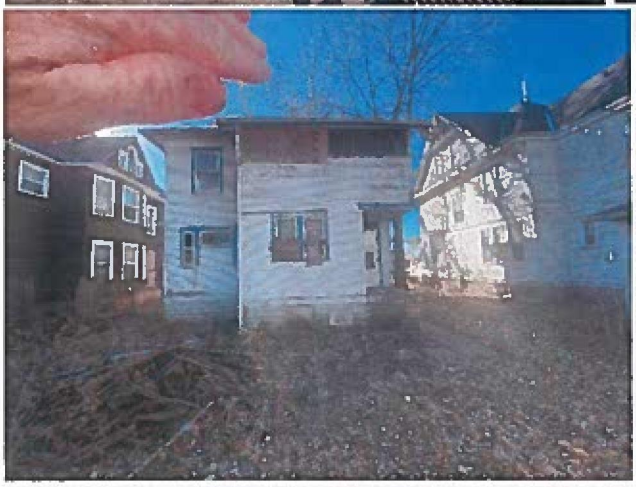


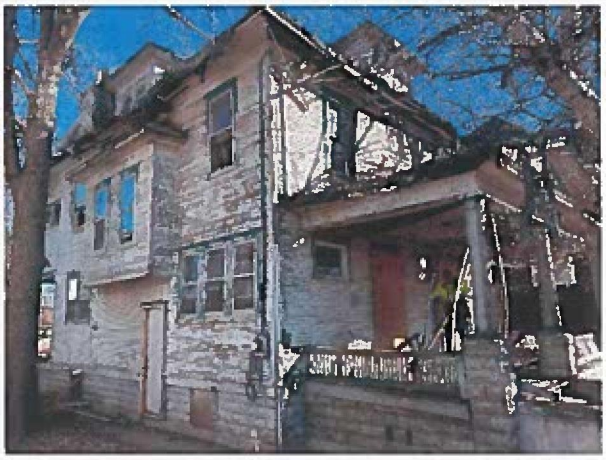


City of Waterloo – 206 Lafayette Street – 50703













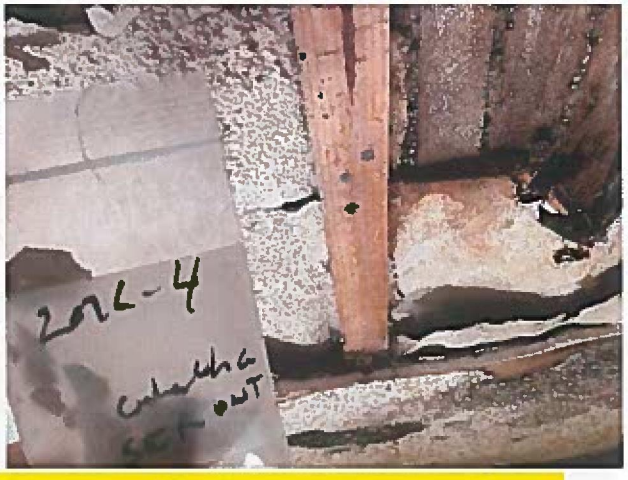
Main level – NE Room – Texture on drywall – 3% Chrysotile





Kitchen – Plaster – NO ASBESTOS





Two layers of drywall on ceiling in SE area – Texture on upper layer was positive – 3% Chrysotile – These areas are filled with debris – see pics on next page





Two layers of drywall on ceiling in SE area – Texture on upper layer was positive – 3% Chrysotile – These areas are filled with debris



Black flooring under carpeting in SE room – 3% Chrysotile





Front Entry – Linoleum – NO ASBESTOS



Wood floor under carpeting in NE room



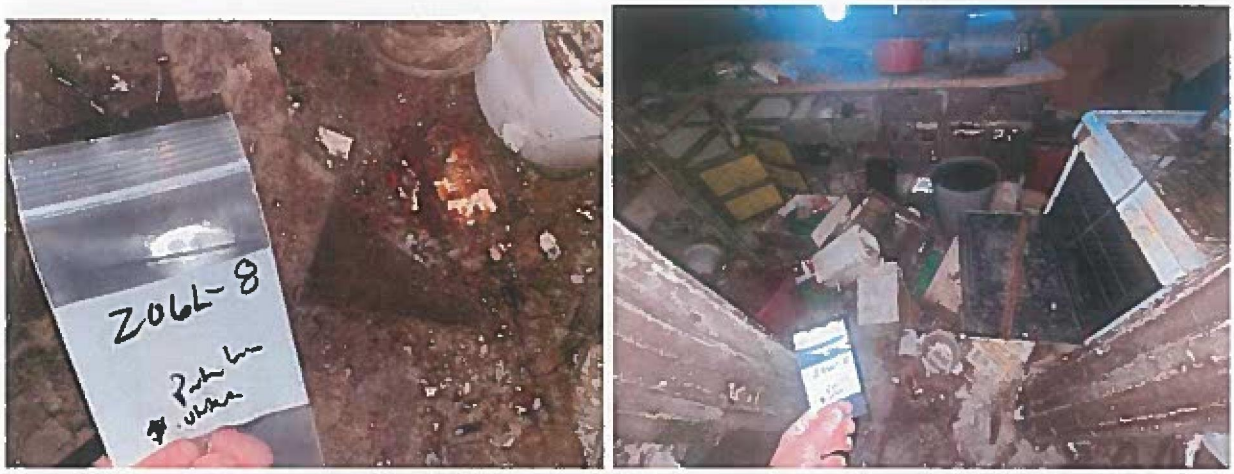


NE room (under paneling) – Plaster NO ASBESTOS

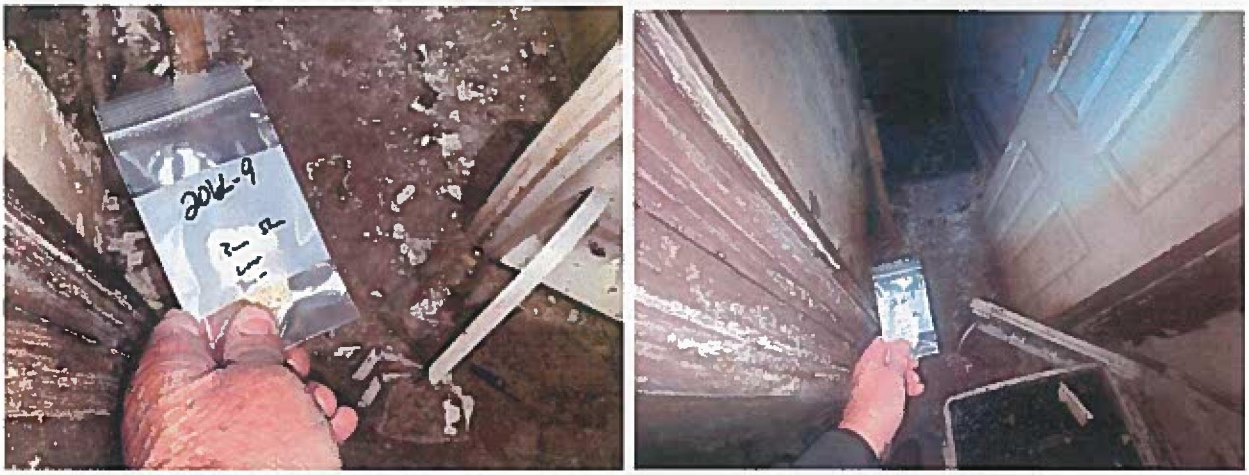




Kitchen floor – Linoleum & adhesive – NO ASBESTOS



Pantry (North kitchen area) – Linoleum – NO ASBESTOS



Hallway to basement stairs (That are destroyed) – Linoleum – NO ASBESTOS



Basement duct paper – 90% Chrysotile

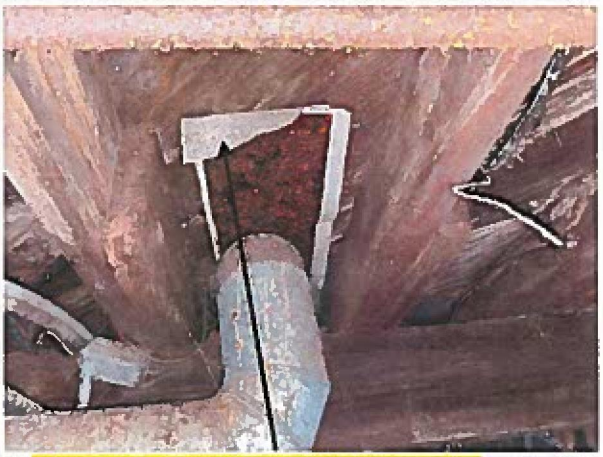




Basement duct paper – 90% Chrysotile- in wall cavities



Basement is full of debris



Duct paper- 90% Chrysotile





Duct paper- 90% Chrysotile





Basement drywall – NO ASBESTOS




2nd floor Bathroom – Multiple layers of flooring – All came back as NO ASBESTOS

Had to use a ladder to get to 2nd floor as stairs to 2nd floor have caved in

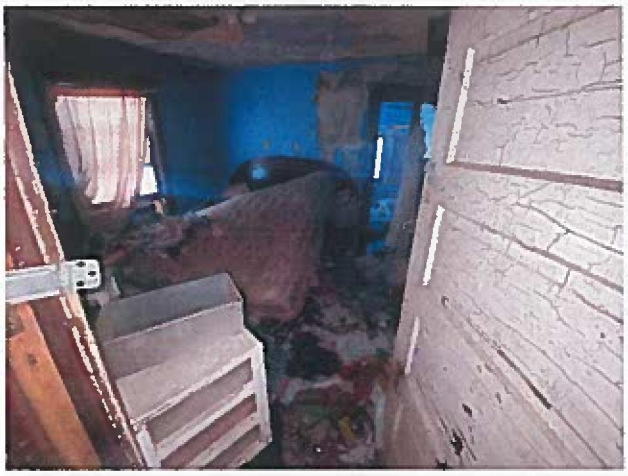


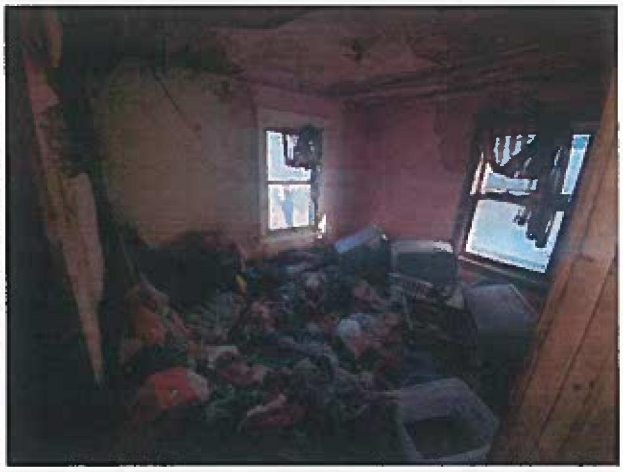
2nd floor Bathroom





2nd floor – Bathroom – plaster patch on south wall – NO ASBESTOS





2nd floor rooms are all filled with debris – Looked under carpeting – Wood floors







Attic filled with debris



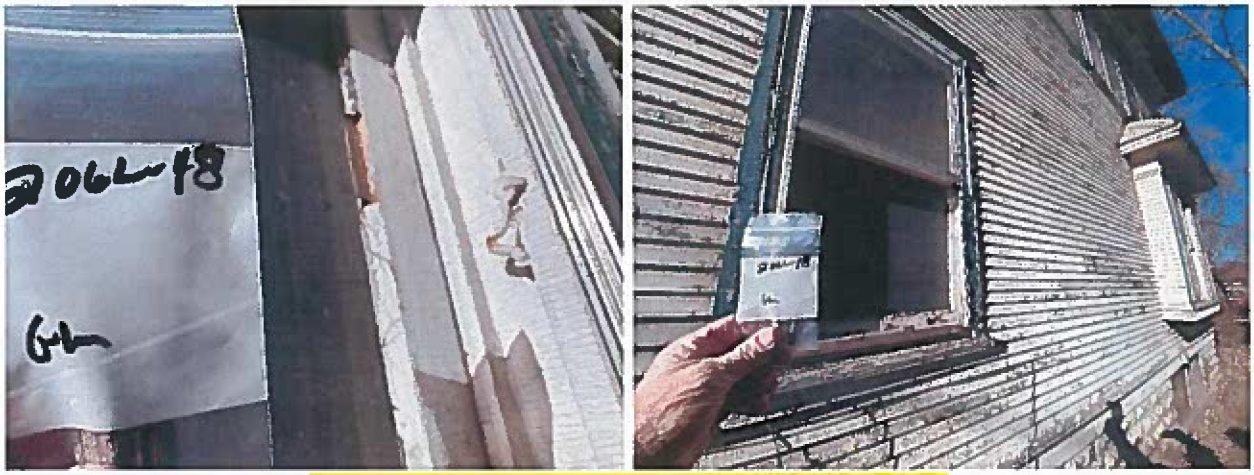
Attic stairwell – Plaster patch – NO ASBESTOS



2nd floor ceiling texture on plaster – NO ASBESTOS



2nd floor – NW Porch windows – Glazing – NO ASBESTOS



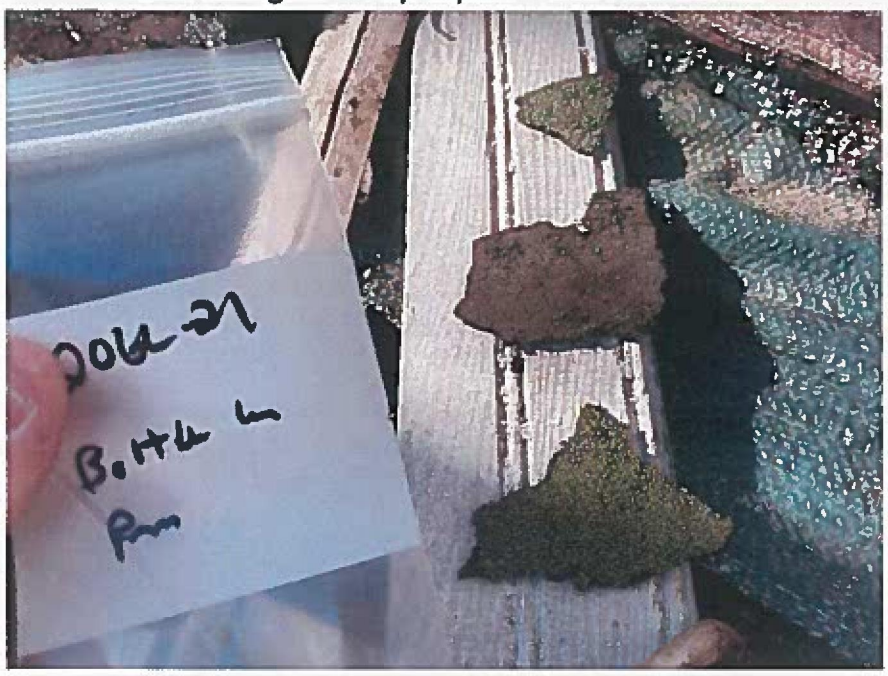
House windows – Glazing – 3% Chrysotile



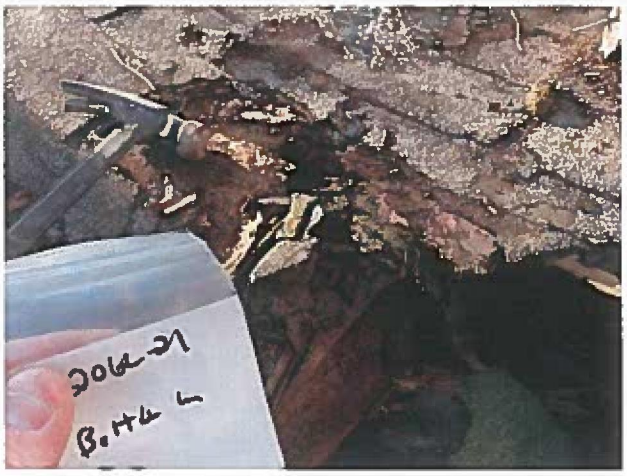
Basement windows – Glazing – NO ASBESTOS



Roof shingles – Top layers – NO ASBESTOS



Roof shingles – Bottom layers – NO ASBESTOS

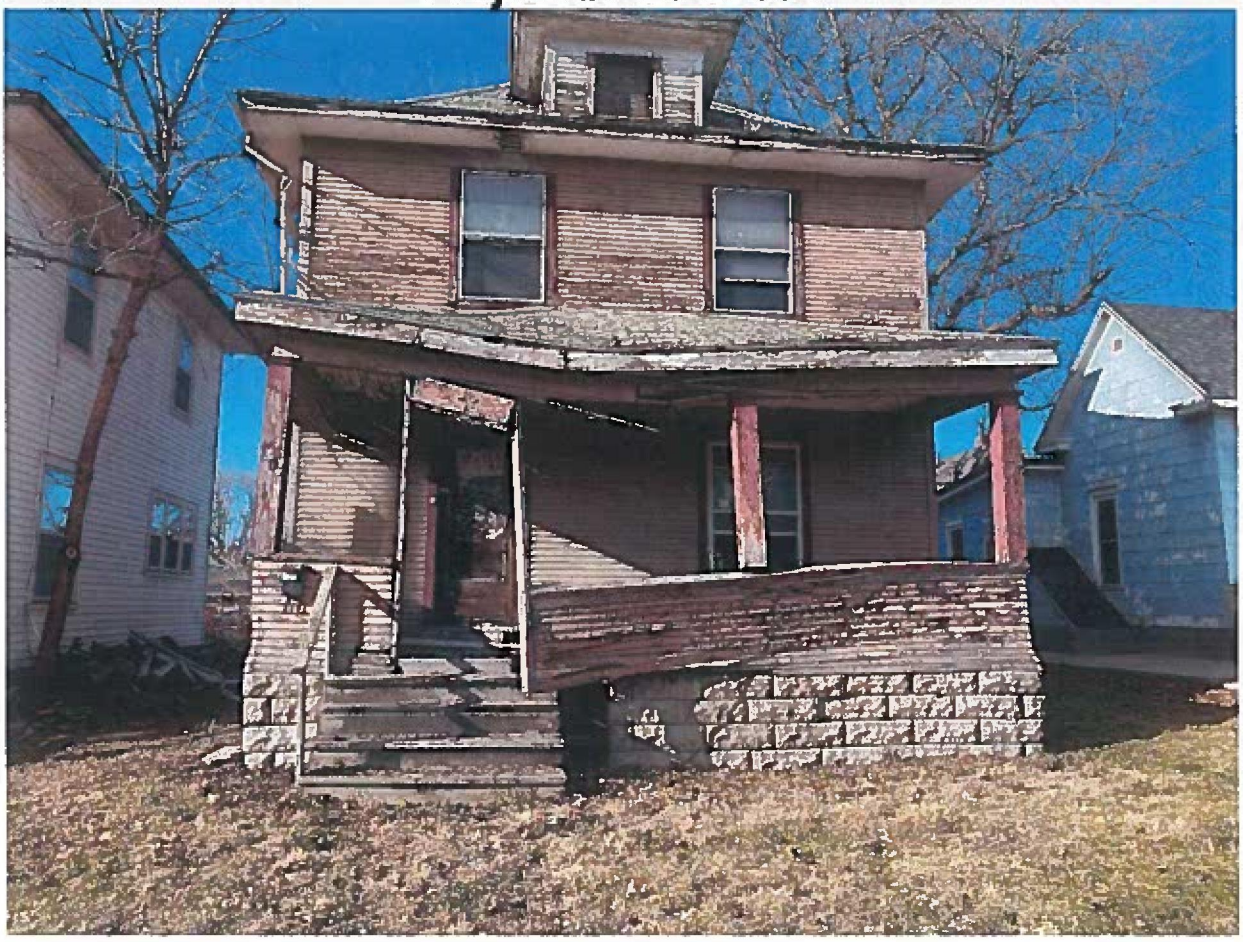




Basement – Assumed transite on ceiling

ASBESTOS INSPECTION REPORT

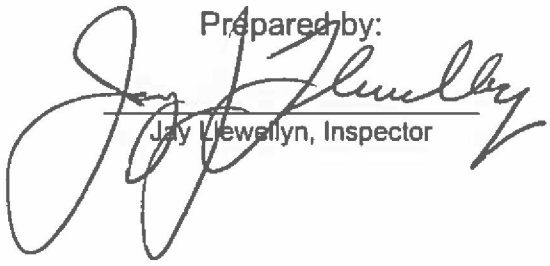
INSPECTION ADDRESS:
City of Waterloo
208 Sunnyside Avenue
Waterloo, IA 50701
Project #: 20-27634



SUBMITTED TO:
City of Waterloo Community Planning & Development
715 Mulberry Street
Waterloo, IA 50703
Attn: Aric Schroeder, City Planner

ASBESTOS INSPECTION

Prepared by:



Jay Llewellyn, Inspector

12/13/2022
Date

22-2812
Inspector #

04/13/2023
License Expiration date

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    b. REPORT DATA

5. PROJECT SUMMARY
    a. POSITIVE ASBESTOS SAMPLE LIST
    b. CONCLUSIONS AND RECOMMENDATIONS

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APPENDIX B - INSPECTOR LICENSE AND CERTIFICATION

APPENDIX C - PICTURES

INTRODUCTION

For each area of the building, the inspector performing the inspection did the following:

1. Visually inspected the area(s) to identify the locations of all suspect Asbestos Containing Building Materials.

2. Identify all homogeneous areas of friable and non-friable suspected asbestos.

3. Assume, if necessary, that some or all of the homogeneous area(s) are Asbestos Containing Material (ACM), and for each homogeneous area that is not assumed to be ACM, collect and submit bulk samples for analysis.

SECTION 2

DEFINITIONS:

HOMOGENEOUS AREA
An area which appears similar throughout in terms of color, texture, and date of material application.

SURFACING MATERIAL
Material in a building that is sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.

THERMAL SYSTEM INSULATION
Means material applied to pipes, fittings, boilers breeching, tanks ducts, or other interior structural components to prevent heat loss or gain, or water condensation, or other purposes.

MISCELLANEOUS MATERIAL
Interior building material on structural components, structural members or fixtures, such as floor and ceiling tiles, and does not include surfacing material or thermal system insulation.

SAMPLING AND ANALYSIS
All samples to be analyzed by Polarized Light Microscopy (PLM). Analysis was performed in accordance with EPA 40 CFR, Part 763, Appendix A to Subpart F.

A homogeneous area was considered not to contain Asbestos Containing Material (ACM) only if the results of all samples collected from the area showed asbestos in the amounts of one (I) percent (%) or less (_1%). A homogeneous area contains ACM when one or more samples collected from that area shows greater than one (1) percent (%) asbestos (>1%).

FRIABLE
Any material containing more than one (1) percent (%) asbestos that, when dry can be crumbled, pulverized, or reduced to a powder by hand pressure.

NON-FRIABLE (CATEGORY I)
Asbestos containing packings, gaskets, resilient floor covering, and asphalt roofing products, containing more than one (1) percent (%) asbestos.

NON-FRIABLE (CATEGORY II)
Any excluding Non-Friable (Category I) Asbestos Containing Material, containing more than one (1) percent (%) asbestos.

SECTION 3

General Building Inspection Observations

The building inspection is conducted by a qualified and State of Iowa licensed Asbestos Inspector. The purpose of a building inspection is to identify existing building materials that are asbestos containing materials (ACM). If the inspection is conducted in an occupied building, the Inspector is sometimes denied accessibility to building areas and materials; i.e., the Inspector may not be allowed to cut through floor coverings or walls, remove quarry tiles, etc. There are many situations where ACM are concealed in wall cavities and other non-accessible areas, such as tunnels, crawl spaces, above ceilings, pipe chases, behind wall coverings, beneath debris piles, under various floor coverings, etc. When these situations occur in construction, renovation, and/or demolition, etc., materials in these areas shall be treated as ACM and handled as such by qualified and licensed asbestos personnel. If suspect asbestos containing material is discovered or damaged during the course of any activities, the material shall be considered and treated as ACM to diminish further fiber release. In addition, the Inspector uses an independent laboratory that analyzes the bulk building material samples using Polarized Light Microscopy (PLM). PLM analysis technique may not be as accurate as more expensive analysis techniques for certain building materials. It remains the Building Owner and/or Representative(s)' responsibility to address this issue and consider analyzing suspect building material using different analysis techniques prior to disturbing the material(s). The following are areas that may not be inspected.

1. **Tunnels and Crawl Spaces:** During the inspection process, the Inspector attempts to check tunnels and crawl spaces for ACM and the degree of damage to the materials. In most cases, quantification of ACM in these areas is impossible due to the inaccessibility to these areas. In addition, these areas may fall under: "Confined Space Regulations". Due to the congestion in tunnels and crawl spaces, obtaining an accurate quantification for mudded joints, pipe wrap, etc. is almost impossible. The Inspector will quantify ACM only in accessible tunnels and crawl spaces, and estimate the quantities in the inaccessible areas. Some reasons for inaccessibility are as follows: flooded areas, pipe congestion, asbestos and other debris, electrical hazards, confined spaces, unknown gas emissions, low ceilings, etc.

2. **Boilers and Thermal System Insulation:** Interior portions of boilers, heaters, storage tanks, etc. are not always accessible. Materials in these areas will be treated as ACM. Areas of concern are packing inside boiler doors and liners. Use extreme care and properly trained personnel when handling these types of materials. Some boilers have insulated metal jackets over fiberglass or ACM. Thermal system insulation can be found in many different forms; i.e., air cell, preformed magnesium block, millboard, etc. All fiberglass materials are excluded as suspect ACM.
3. **Debris:** In areas where damaged ACM may be found there may and usually will

be ACM debris in the general area of the damaged material. These areas shall be treated with the utmost care even during the inspection and quantification process. The Inspector considers any exposure to this type of material as a health threat.

4. **State of Quantification:** As a general rule, individual rooms or areas of estimation contain inherently more probability of an error than those groups of rooms or areas or an entire building. In other words, the aggregate tends to be more accurate than the sums of the individual parts. Therefore, when designing response actions (measurements, air samples, etc.), the project designer and the asbestos abatement contractor's attention shall be given to ensure that quantification of materials and proper methods are followed through careful analysis of the site. If materials are quantified, the asbestos abatement contractor or owner, owner representatives or third parties are responsible for verifying the quantities.

5. **The Inspector** may take some latitude in the presentation of the Inspection Report. When the Inspector has found floor tiles, linoleum, and/or carpeting listed he/she may or may not have adhesives listed. Adhesives have been known to contain asbestos and therefore, although not mentioned, it may be presumed to be ACM, listed or not. Testing of the adhesive prior to disturbing is recommended. The same is true for adhesives or mastics used to adhere linoleum to floors or counter tops. All toweled-on and/or sprayed-on surfacing materials; i.e., floor mastics, wall and ceiling surfacing, etc. are either suspected or presumed ACM unless sampled and analyzed to indicate that they are not ACM.

6. **In the Inspection Report,** certain items such as mudded joints (MJ) or metal doors (MD), etc. are listed as units or number of units; i.e. 10 MJ, 3 Damaged, which is an indication of count rather than square feet or linear feet. Most materials listed in the assessment are either listed as square feet or linear feet with these noted exceptions.

7. **In the Assessment Process,** there are additional codes such as ME and MG; ME representing miscellaneous electrical and MG representing miscellaneous gasket materials. Both of these codes are used to indicate materials that are unusual to the normal course of an assessment of the building. Miscellaneous electrical materials include old electrical wiring, switchboards, transite panels, etc. Miscellaneous gasket materials can be found between (thermal) valves, on boiler doors, between fittings, between molds, etc. These codes give the Inspector the ability to qualify materials, which sometimes may not be considered as ACM.

8. **An Asbestos Code Sheet** is included with the Inspector's inspection report, which informs the client as to the Homogeneous Codes used during the inspection process.

9. **Caution-** Regarding Inspection results- Floor tiles, adhesives, and drywall (mud) found to not contain asbestos should be re-analyzed under the "Chatfield Method" of TEM analysis. Many times the results from having these materials analyzed under PLM results in false positives or false negatives. After reviewing your report, please notify the inspector if you want these samples analyzed under the "Chatfield Method".

10. Any sample less than 10% asbestos may be Point Counted. Point counting is a more accurate method of analyzing of bulk samples. The results of the point counting are the results that will determine if the material will be treated as asbestos.

11. Asbestos inspections are performed based on current understanding of the regulations. As new interpretations of the regulations are made aware of by the EPA, DNR, and Iowa Division of Labor. Advanced Environmental Testing and Abatement Inc. will adapt their inspections to comply with these new procedures. If additional sampling is required by the different agencies, Advanced Environmental will do the additional sampling. The owner is responsible for the additional cost for these samples as well as labor.

12. Advanced Environmental shall not be responsible for any cost of abating any additional asbestos discovered in any renovation or demolition activities. Any additional items discovered shall be tested when they become accessible. For example, old adhesive may be under new floor tiles and adhesive. Additional materials may be concealed in walls, under multi layers of flooring, etc.

13. All amounts listed are estimates. It is up to other contractors to field verify any amounts that are listed within this report.

14. All material that looks similar should be treated as asbestos containing materials.

15. Asbestos Material containing <1%. Some material tested for asbestos may contain trace amounts of asbestos and be below the threshold for asbestos contain material according to both the Iowa DNR and Iowa State Code.. However, the Federal Occupational Safety and Health Administration still have some regulations that contractors must follow under 29 CFR 1926.1101. Contractors working with asbestos material with <1% asbestos must still produce a negative and initial exposure assessment, completed by a "competent person". Contractors must follow 29 CFR 1926. 1101 (g)(1)(ii) and (iii) and 29 CFR 1926. 1101(g)(3)(i), (ii), and (iv). Please contact Advanced Environmental Testing and Abatement, Inc. for consultation on how to handle material with <1% asbestos.

16. Flat roofs: If any layer of a flat roof tests positive for asbestos, all layers should be considered asbestos and removed as such. Advanced Environmental makes every effort to core roof samples through all layers.

ASBESTOS CODES

A = Assumed
ADH = Adhesive
APW = Air Cell Pipe Wrap
BP = Boiler Plaster
C = Ceiling
CAPS = Stair Treads
CQ = Can't Quantify
CT = Ceiling Tiles
CT/12 = 12" Ceiling Tiles
DAM. = Damaged
DEB = Debris
DW = Drywall
F = Friable
FE = Furnace Exhaust
FT = Floor Tiles
GASK = Gaskets
GYM = Gypsum
HOMO = Homogeneous
LINO = Linoleum
MISC = Miscellaneous Non Friable
MAC = Metal Asbestos Chimney
MATL DESC = Material Description
MD = Metal Door
ME = Miscellaneous Electrical
MF = Miscellaneous Friable
MJ = Mudded Joint
NC = Nose Cap
NF = Non Friable
NSM = Not Suspect Material
P or PH = Previous History
PP = Patched Plaster/Drywall
PSA = Sand Plaster
PSM = Smooth Plaster
S = Sample/Samples/Sampled
SCT = Suspended Ceiling Tile
SR = Sample Result
ST = Storage Tank
SUR = Surfacing
T = Thermal
Thermal Pipe Measurement = Linear Ft
TR = Transite
TSI = Thermal System Insulation
VC = Vibration Cloth
VDW = Vinyl Covered Drywall
W = Walls
WD = Wood Door
N = North
S = South
E = East
W = West

1. All Metal Doors are listed by quantities, example 3 = 3 metal doors.
2. All Mudded Joints are listed by quantities of MJ, not sizes.
3. All Pipe Wrap materials are listed in linear feet.
4. All other measurements are square feet unless stated elsewhere.
5. Sample Results: N = Not Considered Asbestos Containing Material
   Y = Considered Asbestos Containing Material
   P or PH = Previous History
   N/A = Not Analyzed
   <1% = Contains less than 1% Asbestos Containing Material
   >1% = Contains more than 1% Asbestos Containing Material
6. All Adhesives are considered Asbestos Containing Material (ACM) which can't be quantified - Non Friable ACM.
7. All Seals and Gaskets are considered Asbestos Containing Material (ACM) which can't be quantified – Non Friable ACM.

SECTION 4

REPORT DATA

BUILDING NAME: Residence – 208 Sunnyside Avenue – Waterloo, IA
INSPECTION AREAS: Throughout
CLIENT CONTRACT: City of Waterloo – Aric Schroeder

METHOD:

All samples are sent to EMC LABS, INC in Phoenix, Arizona. EMC LABS is accredited by the National Institute for Standards and Technology for Polarized Light Microscopy analysis under their NVLAP accreditation (NVLAP #: 101926-0). Sampling was completed by a State of Iowa licensed asbestos inspector. Sampling methods were based on National Emission Standards for Hazardous Air Pollutants (NESHAPS) protocols. Bulk samples of suspect asbestos containing material were analyzed by Polarized Light Microscopy (PLM) using EPA Method 600-R93-116.

OVERVIEW:

An asbestos inspection was conducted at the residence located at 208 Sunnyside Avenue in Waterloo, IA on December 1st, 2022. The house has two stories. At the time of inspection, a total of nineteen samples were analyzed with thirty-seven layers analyzed for asbestos content. Each sample is broken down by layers if necessary (I.e. floor tile and mastic). Samples can be categorized by miscellaneous, surfacing, and thermal. The following samples were taken of each:

Miscellaneous samples tested include:

Drywall joint compound
Sink coating
Roof flashing tar
Linoleum & mastic
Roof shingles
Window glazing

Surfacing samples included:

Ceiling & wall texture
Plaster

Thermal samples include:

Duct paper

POSITIVE SAMPLE RESULTS:

The following samples tested positive (>1%) for asbestos:

12A) Duct paper in heat register on 1st floor, wall cavities, basement	85% Chrysotile
16) Flashing tar – where shingles meet siding & chimney base.	5% Chrysotile
19) Window glazing	3% Chrysotile
ASSUMED – roof tar at base of chimney / roof vents	ASSUMED

The inspection was to identify asbestos containing materials prior to demolition. The Inspection entailed a visual assessment of the property for suspect asbestos containing materials, collection, and submittal of bulk samples for analysis.

In the State of Iowa, asbestos is regulated by the Iowa Department of Natural Resources and the Iowa Division of Labor.

CONCLUSIONS AND RECOMMENDATIONS

This house has a hole in the roof on the south side of the house. The stairs to the basement and 2nd floor are located under this hole. Weather has deteriorated the stairs. To get to the 2nd floor, we had to use a ladder and go through a hole on the 2nd floor. A ladder was also used to get down to the basement. The front porch is also in poor condition.

The duct paper was positive. It is in the wall cavities and basement. There are at least 4 runs to the 2nd floor. The one in the kitchen is encased in wood. On the front (east part of the basement, some of the duct paper is on the floor. There is approximately 150 sq. ft. of acm duct paper.

The basement windows had positive window glazing. There are 5-6 windows.

The flashing roof tar on the front porch where the shingles meet the siding was positive. Approximately 25 ln. ft. of flashing tar. The roof tar around the chimney base and the dormer are assumed to be the same tar.

APPENDIX A
SAMPLE INVENTORY LIST, LAB ANALYSIS

Facility Name/Site Location					
			City of Waterloo - Residence 208 Sunnyside Avenue Waterloo, IA 50701		Inspected By: Jay Llewellyn 12/1/2022
Sample No	**Material**	**Color**	**Location**	**Current Condition**	**Results**
1	Plaster w texture	Grey / white	Throughout - sample from NE room ceiling	damaged	0%,0%,0%
2	Plaster w texture	Grey / white	Throughout - sample from NW room ceiling	damaged	0%,0%,0%
3	Drywall w texture	White / white	Kitchen ceiling	damaged	0%,0%
4	Drywall JC w texture	White/white/white	Kitchen ceiling	damaged	0%,0%
5	Linoleum	Off white	Kitchen flooring - (under debris) +- 150 sq. ft.	some damage	0%,0%
6	Sink coating	black	Kitchen sink	good	0%
7	Plaster w texture	grey white	Throughout - sample from 2nd floor - SE room	good	0%,0%,0%
8	Joint compound w texture	white / white	2nd floor - NW room - ceiling (on drywall)	damaged	0%,0%
9	Linoleum	grey	2nd floor bathroom =- 130 sq. ft.	some damage	0%,0%
10	Joint compound w texture	white / white	2nd floor - bathroom ceiling	damaged	0%,0%
11	Drywall jc w texture	white/white/white	2nd floor - bathroom walls (south wall)	damaged	0%,0%,0%
12	Linoleum	grey	Front entry (under much debris) - +- 60 sq. ft.	some damage	0%,0%
12A	**Duct paper**	**white**	**Basement & wall cavities**	**damaged**	**85% Chrysotile**
13	Linoleum	blueish	Basement stairs	damaged	0%
14	Roof shingles	Green - black	Roof - top layers	damaged	0%,0%
15	Roof shingles	black / blue-green	Roof - bottom layers	damaged	0%,0%
16	**Flashing tar**	**grey-black**	**Roof - where shingles meet siding**	**some damage**	**5% Chrysotile, 0%**
17	NO SAMPLE				
18	Window glazing	white-grey	House windows	good	0%
19	**Window glazing**	**white**	**Basement windows**	**good**	**3% Chrysotile**
ASSUMED	**Roof tar**	**black**	**Around chimney base**		**same as #16**

EMC LABS, INC.

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Laboratory Report
0283546

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	ADVANCED ENVIRONMENTAL	Job# / P.O. #:	22-27634
Address:	803 RICKER ST.	Date Received:	12/05/2022
	WATERLOO IA 50703	Date Analyzed:	12/07/2022
Collected:	12/01/2022	Date Reported:	12/07/2022
Project Name:	CITY OF WATERLOO-208 SUNNYSIDE AVE-WATERLOO, IA 50701	EPA Method:	EPA 600/R-93/116
		Submitted By:	JAY LLEWELLYN
Address:		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type	(%)	Non-Asbestos Constituents	
0283546-001 208S-1	THROUGOUT-SAMPLE FROM NE RM CEILING	LAYER 1 Plaster-Scratch Coat, Beige	No	None Detected		Hair	<1%
						Quartz Gypsum Carbonates Mica	99%
		LAYER 2 Plaster-Finish Coat, White/ Lt. Green	No	None Detected			
						Gypsum Quartz Carbonates Mica Binder/Filler	100%
		LAYER 3 Texture, White	No	None Detected			
						Carbonates Mica Quartz Perlite Binder/Filler	100%
0283546-002 208S-2	THROUGOUT-SAMPLE FROM NW RM CEILING	LAYER 1 Plaster-Scratch Coat, Beige	No	None Detected		Hair	<1%
						Quartz Gypsum Carbonates Mica	99%
		LAYER 2 Plaster-Finish Coat, White/ Lt. Gray	No	None Detected			
						Gypsum Quartz Carbonates Mica Binder/Filler	100%
		LAYER 3 Texture, White	No	None Detected			
						Carbonates Mica Quartz Perlite Binder/Filler	100%

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		Submitted By:	JAY LLEWELLYN
Address:		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type	(%)	Non-Asbestos Constituents	
0283546-003 208S-3	KITCHEN CEILING	LAYER 1 Drywall, White/ Brown	No	None Detected		Cellulose Fiber	12%
						Gypsum Carbonates Quartz	
						Mica	88%
		LAYER 2 Texture, White/ Off White	No	None Detected			
						Carbonates Mica Quartz Perlite	
						Binder/Filler	100%
0283546-004 208S-4	KITCHEN CEILING	LAYER 1 Drywall, White/ Brown	No	None Detected		Cellulose Fiber	12%
						Gypsum Carbonates Quartz	
						Mica	88%
		LAYER 2 Texture/ Paint, White/ Off White Note: No Joint Compound Present in Sample	No	None Detected			
						Carbonates Mica Quartz Perlite	
						Binder/Filler	100%
0283546-005 208S-5	KITCHEN FLOORING-(UNDER DEBRIS)	LAYER 1 Linoleum, White	No	None Detected		Fibrous Glass	5%
						Foam Carbonates Quartz	
						Binder/Filler	95%
		LAYER 2 Mastic, Off White/ Beige	No	None Detected			
						Carbonates Quartz	
						Binder/Filler	100%

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NVLAP#101926-0

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Address:	803 RICKER ST.	Date Received:	12/05/2022
	WATERLOO IA 50703	Date Analyzed:	12/07/2022
Collected:	12/01/2022	Date Reported:	12/07/2022
Project Name:	CITY OF WATERLOO-208 SUNNYSIDE AVE-WATERLOO, IA 50701	EPA Method:	EPA 600/R-93/116
		Submitted By:	JAY LLEWELLYN
Address:		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type	(%)	Non-Asbestos Constituents	
0283546-006 208S-6	KITCHEN SINK	Sink Coating, Black	No	None Detected			
						Carbonates Quartz Binder/Filler	100%
0283546-007 208S-7	THROUGHOUT-SAMPLE FROM 2ND FL-SE RM	LAYER 1 Plaster-Scratch Coat, Beige	No	None Detected		Hair	<1%
						Gypsum Quartz Mica Carbonates	99%
		LAYER 2 Plaster-Finish Coat, White/ Lt. Green	No	None Detected			
						Gypsum Mica Carbonates Quartz Binder/Filler	100%
		LAYER 3 Texture, White/ Lt. Gray	No	None Detected			
						Carbonates Mica Quartz Perlite Binder/Filler	100%
0283546-008 208S-8	2ND FL-NW RM-CEILING (ON DRYWALL)	LAYER 1 Joint Compound, Lt. Green/ Off White	No	None Detected			
						Quartz Gypsum Carbonates Binder/Filler	100%
		LAYER 2 Texture, White/ Lt. Gray	No	None Detected			
						Carbonates Mica Quartz Binder/Filler	100%

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	WATERLOO IA 50703	Date Analyzed:	12/07/2022
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Project Name:	CITY OF WATERLOO-208 SUNNYSIDE AVE-WATERLOO, IA 50701	EPA Method:	EPA 600/R-93/116
		Submitted By:	JAY LLEWELLYN
Address:			
		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0283546-009 208S-9	2ND FL BATHRM	LAYER 1 Linoleum, Gray	No	None Detected	Cellulose Fiber Fibrous Glass Synthetic Fiber Foam Carbonates Quartz Binder/Filler	15% 3% 2% 80%
		LAYER 2 Mastic, Cream	No	None Detected	Cellulose Fiber Carbonates Quartz Binder/Filler	<1% 99%
0283546-010 208S-10	2ND FL-BATHRM CEILING	LAYER 1 Joint Compound, White	No	None Detected	Carbonates Mica Quartz Perlite Binder/Filler	 100%
		LAYER 2 Texture/ Paint, Lt. Green Note: Sample is mainly Paint	No	None Detected	Carbonates Mica Quartz Perlite Binder/Filler	 100%

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	WATERLOO IA 50703	Date Analyzed:	12/07/2022
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Project Name:	CITY OF WATERLOO-208 SUNNYSIDE AVE-WATERLOO, IA 50701	EPA Method:	EPA 600/R-93/116
		Submitted By:	JAY LLEWELLYN
Address:		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type	(%)	Non-Asbestos Constituents	
0283546-011 208S-11	2ND FL-BATHRM WALLS (S. WALL)	LAYER 1 Drywall, White/ Brown	No	None Detected		Cellulose Fiber	12%
						Gypsum Carbonates Quartz Mica	88%
		LAYER 2 Joint Compound, White	No	None Detected		Carbonates Mica Quartz Perlite Binder/Filler	100%
		LAYER 3 Texture/ Paint, Lt. Green Note: Sample is mainly Paint	No	None Detected		Carbonates Perlite Quartz Binder/Filler	100%
0283546-012 208S-12	FRONT ENTRY (UNDER MUCH DEBRIS)	LAYER 1 Linoleum, Gray	No	None Detected		Fibrous Glass Synthetic Fiber	8% 7%
						Carbonates Quartz Binder/Filler	85%
		LAYER 2 Mastic, Cream	No	None Detected		Synthetic Fiber	<1%
						Carbonates Quartz Binder/Filler	99%
0283546-013 208S-12A	BASEMENT & WALL CAVITIES	Duct Paper, Lt. Gray	Yes	Chrysotile	85%	Cellulose Fiber	5%
						Carbonates Gypsum Binder/Filler	10%

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Project Name:	CITY OF WATERLOO-208 SUNNYSIDE AVE-WATERLOO, IA 50701	EPA Method:	EPA 600/R-93/116
		Submitted By:	JAY LLEWELLYN
Address:		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0283546-014 208S-13	BASEMENT STAIRS	Linoleum, Blueish	No	None Detected	Fibrous Glass Synthetic Fiber Carbonates Quartz Binder/Filler	8% 7% 85%
0283546-015 208S-14	ROOF-TOP LAYERS	LAYER 1 Roof Shingle, Green/ White/ Black	No	None Detected	Cellulose Fiber Synthetic Fiber Carbonates Gypsum Quartz Binder/Filler	18% 2% 80%
		LAYER 2 Roof Shingle, Gray/ Beige/ Black	No	None Detected	Cellulose Fiber Synthetic Fiber Carbonates Gypsum Quartz Binder/Filler	18% 2% 80%
0283546-016 208S-15	ROOF-BOTTOM LAYERS	LAYER 1 Roof Shingle, Black/ Blue/ Green	No	None Detected	Cellulose Fiber Synthetic Fiber Carbonates Gypsum Quartz Binder/Filler	15% 5% 80%
		LAYER 2 Roof Shingle, Gray/ Black	No	None Detected	Cellulose Fiber Synthetic Fiber Carbonates Gypsum Quartz Binder/Filler	15% 5% 80%

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		Submitted By:	JAY LLEWELLYN
Address:		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type	(%)	Non-Asbestos Constituents	
0283546-017 208S-16	ROOF-WHERE SHINGLES MEET SIDING	LAYER 1 Flashing Tar, Gray/ Black	Yes	Chrysotile	5%		
						Carbonates Quartz Binder/Filler	95%
		LAYER 2 Roof Shingle, Green/ White/ Black	No	None Detected		Cellulose Fiber Synthetic Fiber	18% 2%
						Carbonates Quartz Binder/Filler	80%
0283546-018 208S-17	NO SAMPLE	Note: No Sample in Container - Container Empty					
0283546-019 208S-18	HOUSE WINDOWS	Window Glazing, White/ Gray/ Lt. Green	No	None Detected			
						Carbonates Quartz Binder/Filler	100%
0283546-020 208S-19	BASEMENT WINDOWS	Window Glazing, White	Yes	Chrysotile	3%		
						Carbonates Quartz Binder/Filler	97%

Analyst - Mark Steiner

Signatory - Lab Director - Kurt Kettler

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimate and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.

APPENDIX B
INSPECTOR LICENSE AND CERTIFICATION

JAY LLEWELLYN

DOB: 05-31-1961

Issued: 04-06-2022



This person is licensed to perform asbestos work in the State of Iowa. ID card is intended for official use only and must be present on jobsite.

License Type	Number	Expires
INSPECTOR	22-8212	04-13-2023
SUPERVISOR	22-8164	03-12-2023

DIVISION OF LABOR IOWA

Asbestos

Rod A. Roberts
Labor Commissioner

Asbestos Building Inspector Refresher Training

This is to certify that

Jay Llewellyn

Has attended and completed Refresher training in accordance with
Title II of TSCA, 40 CFR Part 763 Appendix C to Subpart E as revised

Date of Course Completion 4/13/22

Date of Course Examination 4/13/22 with Passing Score of 70% or Higher via online course

Expiration Date 4/13/23

Certificate # 41322-BIR32

Course # FL-490006359 Provider #
FL-490005406

Asbestos Online Training, LLC
727-873-6442
info@asbestosonlinetraining.com

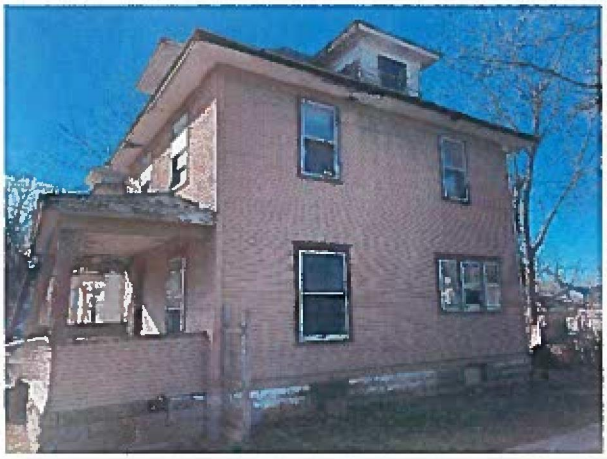
Instructor

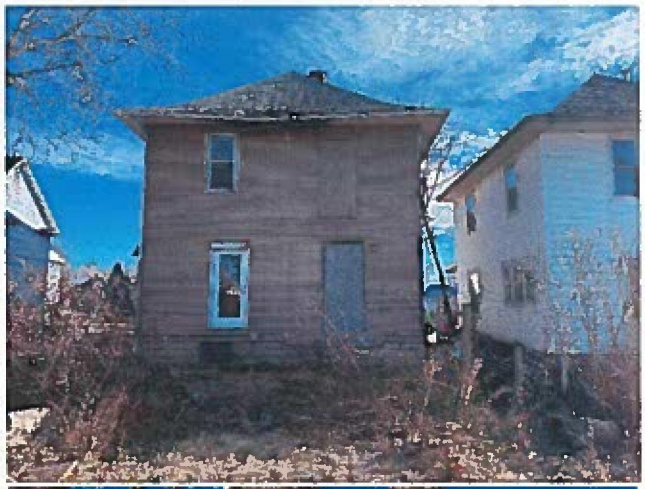
123 Certificates

APPENDIX C
PICTURES

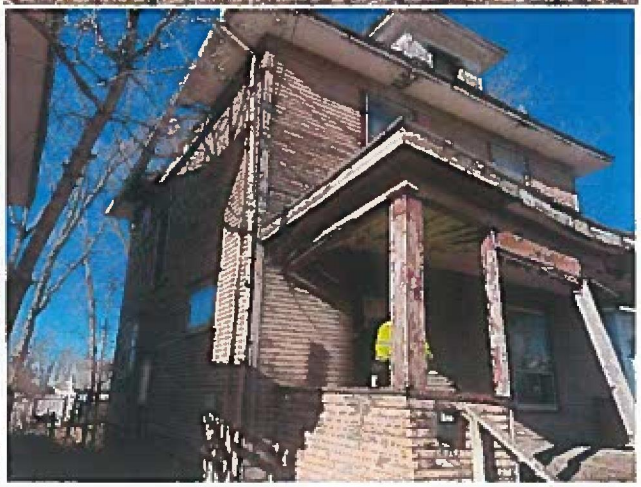


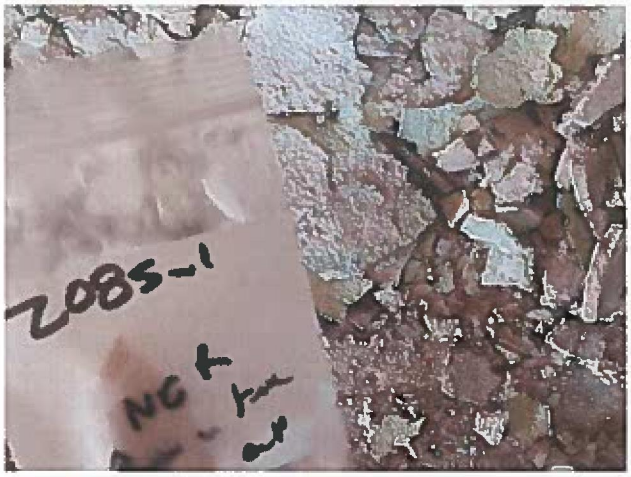
City of Waterloo – 208 Sunnyside Avenue – 50701

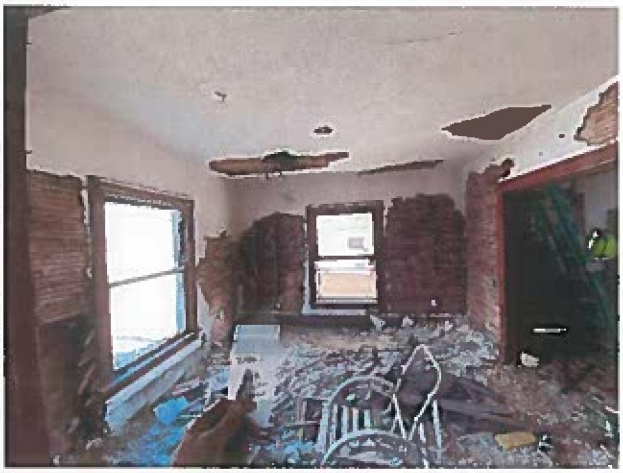




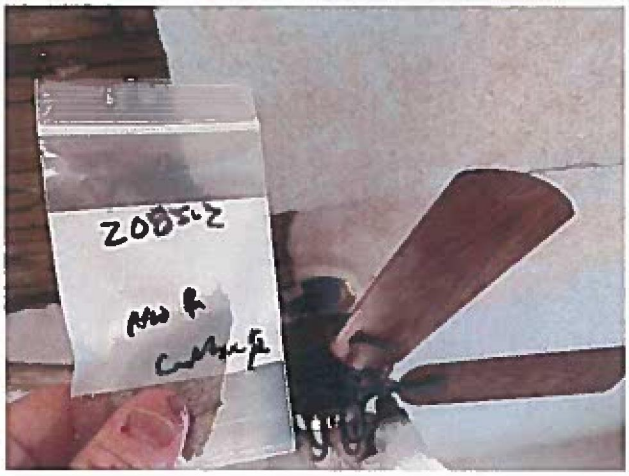








Throughout – Sample form NE room – ceiling – Texture on plaster – NO ASBESTOS



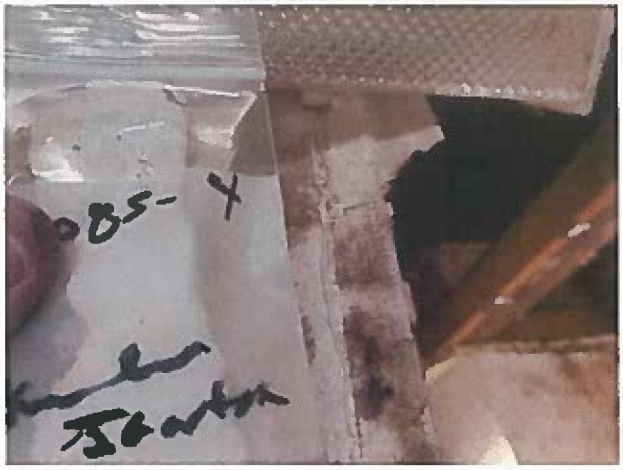


Throughout – Sample form NW room -ceiling –Texture on plaster – NO ASBESTOS

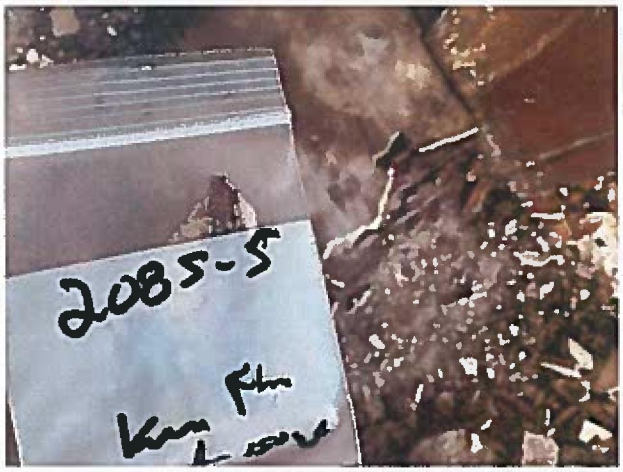




Kitchen ceiling – Texture on drywall - NO ASBESTOS




Kitchen ceiling – Texture / Joint compound on drywall - NO ASBESTOS

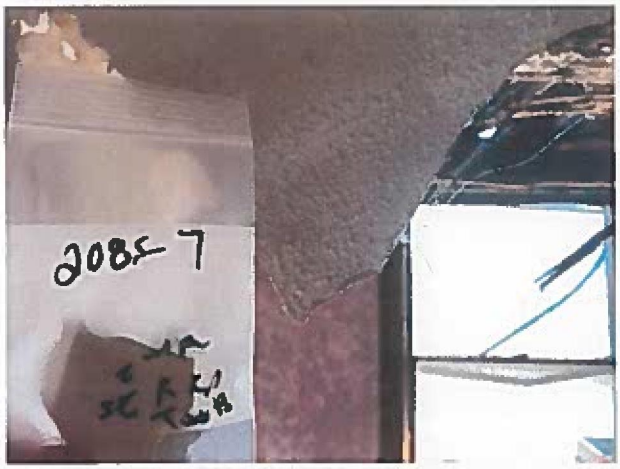




Kitchen flooring – Linoleum & mastic– NO ASBESTOS

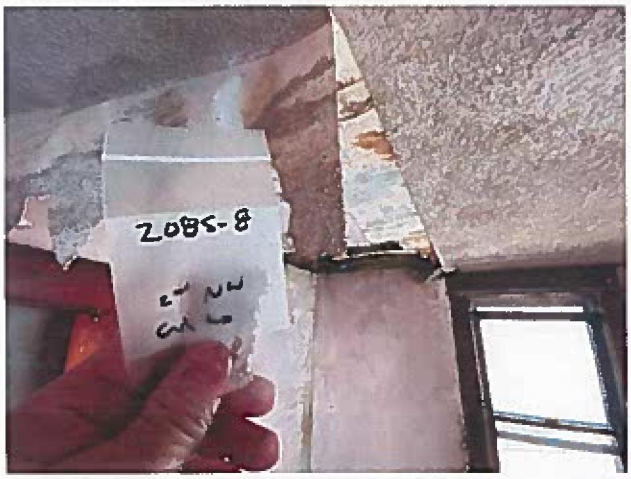


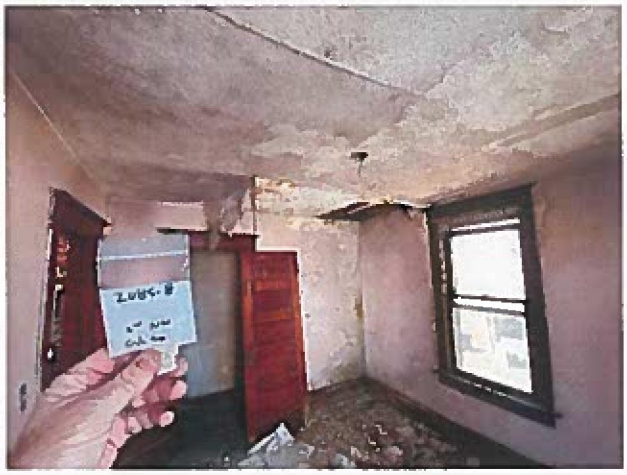

Kitchen sink – black coating – NO ASBESTOS





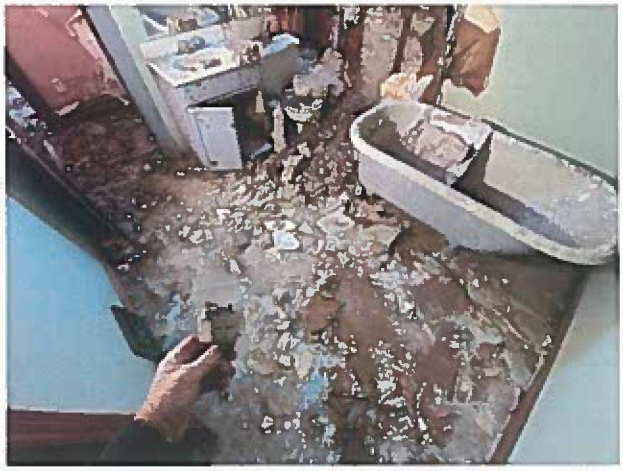
2nd floor (cant use the stairs to get to 2nd floor) – SE room – Plaster with texture – NO ASBESTOS



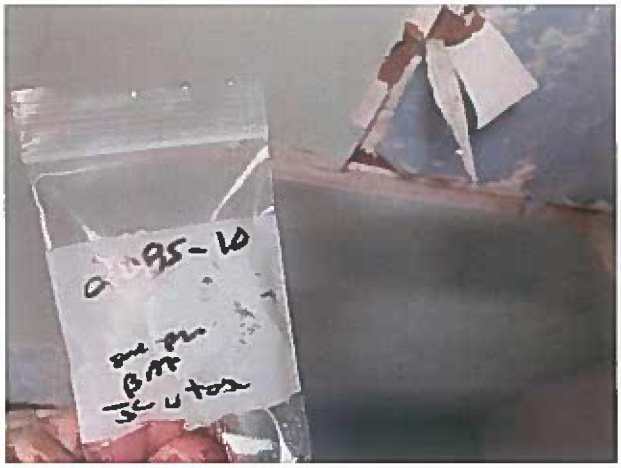


2nd floor – NW room – Texture joint compound on ceiling – NO ASBESTOS



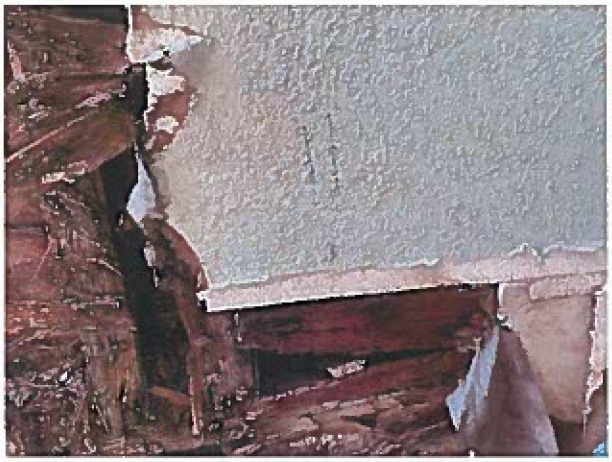


2nd floor Bathroom floor – Linoleum & mastic – NO ASBESTOS





2nd floor Bathroom ceiling – joint compound with texture – NO ASBESTOS





2nd floor Bathroom wall –drywall joint compound with texture – NO ASBESTOS

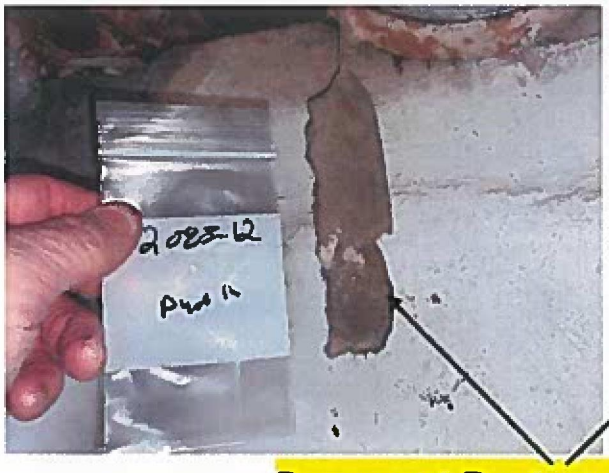


Front entry – (didn't see this at first – lots of debris) – linoleum & mastic – NO ASBESTOS





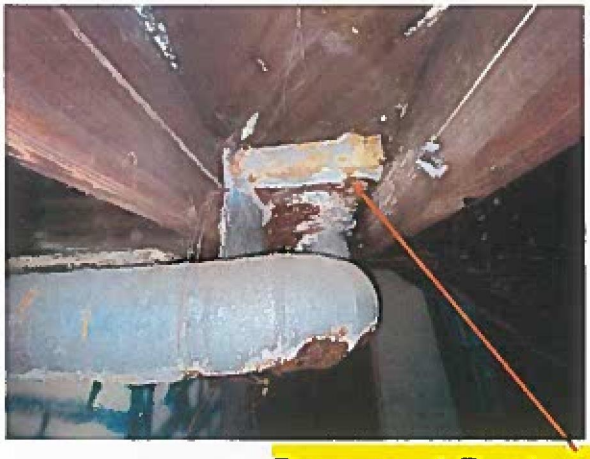
Basement Stairs are caved in. South side has big hole in roof





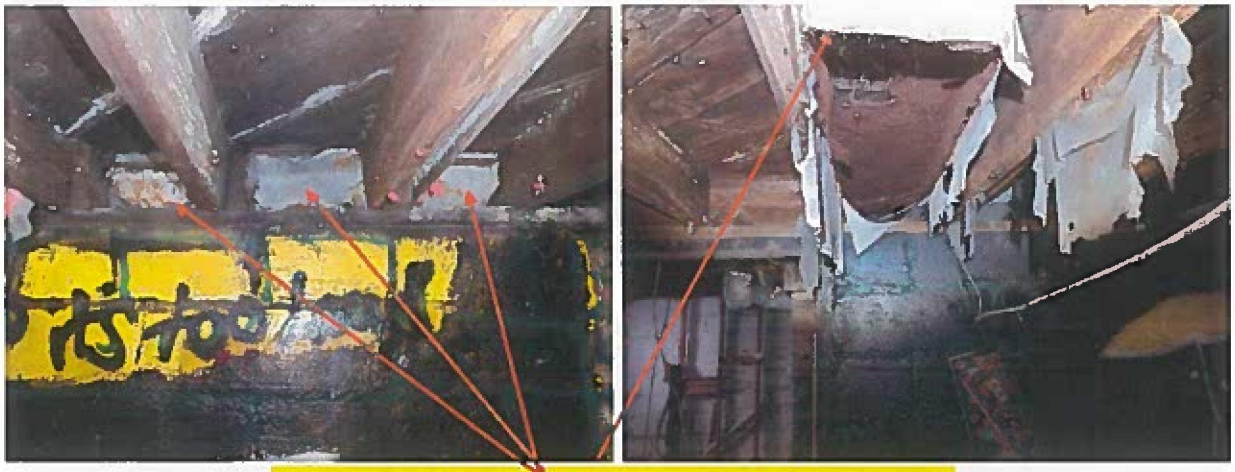
Basement Duct paper – 85% Chrysotile

Duct paper is in at least four wall cavities





Basement Duct paper – 85% Chrysotile



Basement Duct Paper – 85% Chrysotile



Stairs to basement & 2nd floor are caved in

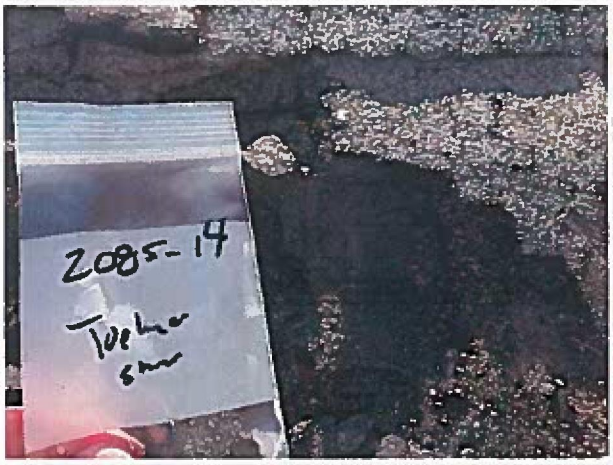


Linoleum on basement steps (most laying in basement) – NO ASBESTOS





Duct paper is enclosed in wood in kitchen



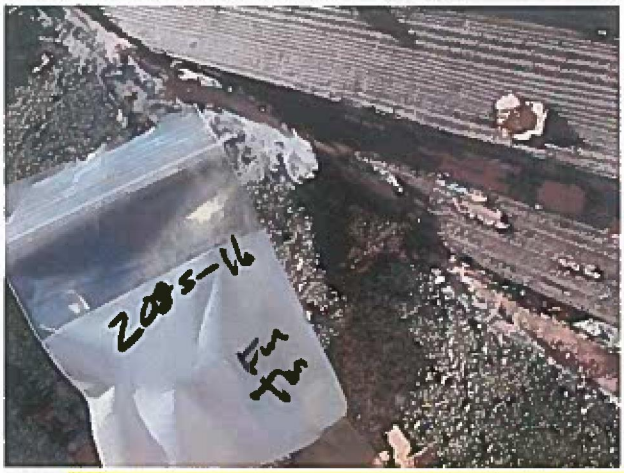


Roof shingles – Top layers – NO ASBESTOS





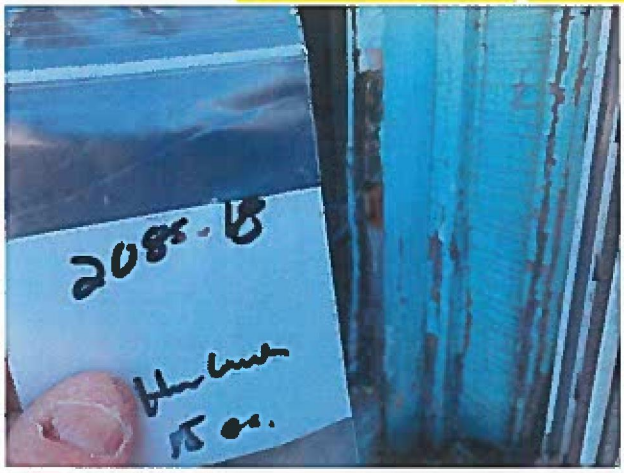
Roof shingles – Bottom layers – NO ASBESTOS





Roof – Flashing tar where shingles meet siding – 5% Chrysotile

Assume chimney base as well – Roof unsafe





House windows – Glazing – NO ASBESTOS





Basement windows – glazing – 3% Chrysotile

ASBESTOS INSPECTION REPORT

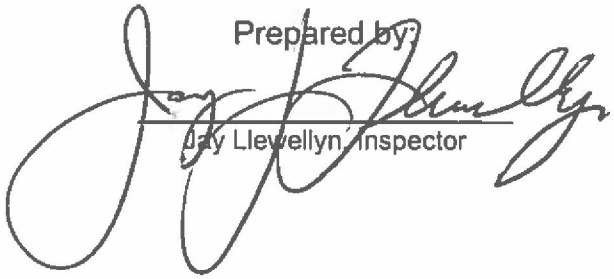
INSPECTION ADDRESS:
City of Waterloo
637 Ankeny Street
Waterloo, IA 50703
Project #: 20-27634



SUBMITTED TO:
City of Waterloo Community Planning & Development
715 Mulberry Street
Waterloo, IA 50703
Attn: Aric Schroeder, City Planner

ASBESTOS INSPECTION

Prepared by:



Jay Llewellyn, Inspector

12/13/2022
Date

22-2812
Inspector #

04/13/2023
License Expiration date

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SECTION 1

INTRODUCTION

For each area of the building, the inspector performing the inspection did the following:

1. Visually inspected the area(s) to identify the locations of all suspect Asbestos Containing Building Materials.

2. Identify all homogeneous areas of friable and non-friable suspected asbestos.

3. Assume, if necessary, that some or all of the homogeneous area(s) are Asbestos Containing Material (ACM), and for each homogeneous area that is not assumed to be ACM, collect and submit bulk samples for analysis.

DEFINITIONS:

HOMOGENEOUS AREA
An area which appears similar throughout in terms of color, texture, and date of material application.

SURFACING MATERIAL
Material in a building that is sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.

THERMAL SYSTEM INSULATION
Means material applied to pipes, fittings, boilers breeching, tanks ducts, or other interior structural components to prevent heat loss or gain, or water condensation, or other purposes.

MISCELLANEOUS MATERIAL
Interior building material on structural components, structural members or fixtures, such as floor and ceiling tiles, and does not include surfacing material or thermal system insulation.

SAMPLING AND ANALYSIS
All samples to be analyzed by Polarized Light Microscopy (PLM). Analysis was performed in accordance with EPA 40 CFR, Part 763, Appendix A to Subpart F.

A homogeneous area was considered not to contain Asbestos Containing Material (ACM) only if the results of all samples collected from the area showed asbestos in the amounts of one (I) percent (%) or less (_1%). A homogeneous area contains ACM when one or more samples collected from that area shows greater than one (1) percent (%) asbestos (>1%).

FRIABLE
Any material containing more than one (1) percent (%) asbestos that, when dry can be crumbled, pulverized, or reduced to a powder by hand pressure.

NON-FRIABLE (CATEGORY I)
Asbestos containing packings, gaskets, resilient floor covering, and asphalt roofing products, containing more than one (1) percent (%) asbestos.

NON-FRIABLE (CATEGORY II)
Any excluding Non-Friable (Category I) Asbestos Containing Material, containing more than one (1) percent (%) asbestos.

SECTION 3

General Building Inspection Observations

The building inspection is conducted by a qualified and State of Iowa licensed Asbestos Inspector. The purpose of a building inspection is to identify existing building materials that are asbestos containing materials (ACM). If the inspection is conducted in an occupied building, the Inspector is sometimes denied accessibility to building areas and materials; i.e., the Inspector may not be allowed to cut through floor coverings or walls, remove quarry tiles, etc. There are many situations where ACM are concealed in wall cavities and other non-accessible areas, such as tunnels, crawl spaces, above ceilings, pipe chases, behind wall coverings, beneath debris piles, under various floor coverings, etc. When these situations occur in construction, renovation, and/or demolition, etc., materials in these areas shall be treated as ACM and handled as such by qualified and licensed asbestos personnel. If suspect asbestos containing material is discovered or damaged during the course of any activities, the material shall be considered and treated as ACM to diminish further fiber release. In addition, the Inspector uses an independent laboratory that analyzes the bulk building material samples using Polarized Light Microscopy (PLM). PLM analysis technique may not be as accurate as more expensive analysis techniques for certain building materials. It remains the Building Owner and/or Representative(s)' responsibility to address this issue and consider analyzing suspect building material using different analysis techniques prior to disturbing the material(s). The following are areas that may not be inspected.

1. **Tunnels and Crawl Spaces:** During the inspection process, the Inspector attempts to check tunnels and crawl spaces for ACM and the degree of damage to the materials. In most cases, quantification of ACM in these areas is impossible due to the inaccessibility to these areas. In addition, these areas may fall under: "Confined Space Regulations". Due to the congestion in tunnels and crawl spaces, obtaining an accurate quantification for mudded joints, pipe wrap, etc. is almost impossible. The Inspector will quantify ACM only in accessible tunnels and crawl spaces, and estimate the quantities in the inaccessible areas. Some reasons for inaccessibility are as follows: flooded areas, pipe congestion, asbestos and other debris, electrical hazards, confined spaces, unknown gas emissions, low ceilings, etc.

2. **Boilers and Thermal System Insulation:** Interior portions of boilers, heaters, storage tanks, etc. are not always accessible. Materials in these areas will be treated as ACM. Areas of concern are packing inside boiler doors and liners. Use extreme care and properly trained personnel when handling these types of materials. Some boilers have insulated metal jackets over fiberglass or ACM. Thermal system insulation can be found in many different forms; i.e., air cell, preformed magnesium block, millboard, etc. All fiberglass materials are excluded as suspect ACM.
3. **Debris:** In areas where damaged ACM may be found there may and usually will

be ACM debris in the general area of the damaged material. These areas shall be treated with the utmost care even during the inspection and quantification process. The Inspector considers any exposure to this type of material as a health threat.

4. **State of Quantification:** As a general rule, individual rooms or areas of estimation contain inherently more probability of an error than those groups of rooms or areas or an entire building. In other words, the aggregate tends to be more accurate than the sums of the individual parts. Therefore, when designing response actions (measurements, air samples, etc.), the project designer and the asbestos abatement contractor's attention shall be given to ensure that quantification of materials and proper methods are followed through careful analysis of the site. If materials are quantified, the asbestos abatement contractor or owner, owner representatives or third parties are responsible for verifying the quantities.

5. **The Inspector** may take some latitude in the presentation of the Inspection Report. When the Inspector has found floor tiles, linoleum, and/or carpeting listed he/she may or may not have adhesives listed. Adhesives have been known to contain asbestos and therefore, although not mentioned, it may be presumed to be ACM, listed or not. Testing of the adhesive prior to disturbing is recommended. The same is true for adhesives or mastics used to adhere linoleum to floors or counter tops. All toweled-on and/or sprayed-on surfacing materials; i.e., floor mastics, wall and ceiling surfacing, etc. are either suspected or presumed ACM unless sampled and analyzed to indicate that they are not ACM.

6. **In the Inspection Report,** certain items such as mudded joints (MJ) or metal doors (MD), etc. are listed as units or number of units; i.e. 10 MJ, 3 Damaged, which is an indication of count rather than square feet or linear feet. Most materials listed in the assessment are either listed as square feet or linear feet with these noted exceptions.

7. **In the Assessment Process,** there are additional codes such as ME and MG; ME representing miscellaneous electrical and MG representing miscellaneous gasket materials. Both of these codes are used to indicate materials that are unusual to the normal course of an assessment of the building. Miscellaneous electrical materials include old electrical wiring, switchboards, transite panels, etc. Miscellaneous gasket materials can be found between (thermal) valves, on boiler doors, between fittings, between molds, etc. These codes give the Inspector the ability to qualify materials, which sometimes may not be considered as ACM.

8. **An Asbestos Code Sheet** is included with the Inspector's inspection report, which informs the client as to the Homogeneous Codes used during the inspection process.

9. **Caution-** Regarding Inspection results- Floor tiles, adhesives, and drywall (mud) found to not contain asbestos should be re-analyzed under the "Chatfield Method" of TEM analysis. Many times the results from having these materials analyzed under PLM results in false positives or false negatives. After reviewing your report, please notify the inspector if you want these samples analyzed under the "Chatfield Method".

10. Any sample less than 10% asbestos may be Point Counted. Point counting is a more accurate method of analyzing of bulk samples. The results of the point counting are the results that will determine if the material will be treated as asbestos.

11. Asbestos inspections are performed based on current understanding of the regulations. As new interpretations of the regulations are made aware of by the EPA, DNR, and Iowa Division of Labor. Advanced Environmental Testing and Abatement Inc. will adapt their inspections to comply with these new procedures. If additional sampling is required by the different agencies, Advanced Environmental will do the additional sampling. The owner is responsible for the additional cost for these samples as well as labor.

12. Advanced Environmental shall not be responsible for any cost of abating any additional asbestos discovered in any renovation or demolition activities. Any additional items discovered shall be tested when they become accessible. For example, old adhesive may be under new floor tiles and adhesive. Additional materials may be concealed in walls, under multi layers of flooring, etc.

13. All amounts listed are estimates. It is up to other contractors to field verify any amounts that are listed within this report.

14. All material that looks similar should be treated as asbestos containing materials.

15. Asbestos Material containing <1%. Some material tested for asbestos may contain trace amounts of asbestos and be below the threshold for asbestos contain material according to both the Iowa DNR and Iowa State Code.. However, the Federal Occupational Safety and Health Administration still have some regulations that contractors must follow under 29 CFR 1926.1101. Contractors working with asbestos material with <1% asbestos must still produce a negative and initial exposure assessment, completed by a "competent person". Contractors must follow 29 CFR 1926. 1101 (g)(1)(ii) and (iii) and 29 CFR 1926. 1101(g)(3)(i), (ii), and (iv). Please contact Advanced Environmental Testing and Abatement, Inc. for consultation on how to handle material with <1% asbestos.

16. Flat roofs: If any layer of a flat roof tests positive for asbestos, all layers should be considered asbestos and removed as such. Advanced Environmental makes every effort to core roof samples through all layers.

ASBESTOS CODES

A = Assumed
ADH = Adhesive
APW = Air Cell Pipe Wrap
BP = Boiler Plaster
C = Ceiling
CAPS = Stair Treads
CQ = Can't Quantify
CT = Ceiling Tiles
CT/12 = 12" Ceiling Tiles
DAM. = Damaged
DEB = Debris
DW = Drywall
F = Friable
FE = Furnace Exhaust
FT = Floor Tiles
GASK = Gaskets
GYM = Gypsum
HOMO = Homogeneous
LINO = Linoleum
MISC = Miscellaneous Non Friable
MAC = Metal Asbestos Chimney
MATL DESC = Material Description
MD = Metal Door
ME = Miscellaneous Electrical
MF = Miscellaneous Friable
MJ = Mudded Joint
NC = Nose Cap
NF = Non Friable
NSM = Not Suspect Material
P or PH = Previous History
PP = Patched Plaster/Drywall
PSA = Sand Plaster
PSM = Smooth Plaster
S = Sample/Samples/Sampled
SCT = Suspended Ceiling Tile
SR = Sample Result
ST = Storage Tank
SUR = Surfacing
T = Thermal
Thermal Pipe Measurement = Linear Ft
TR = Transite
TSI = Thermal System Insulation
VC = Vibration Cloth
VDW = Vinyl Covered Drywall
W = Walls
WD = Wood Door
N = North
S = South
E = East
W = West

1. All Metal Doors are listed by quantities, example 3 = 3 metal doors.
2. All Mudded Joints are listed by quantities of MJ, not sizes.
3. All Pipe Wrap materials are listed in linear feet.
4. All other measurements are square feet unless stated elsewhere.
5. Sample Results: N = Not Considered Asbestos Containing Material
   Y = Considered Asbestos Containing Material
   P or PH = Previous History
   N/A = Not Analyzed
   <1% = Contains less than 1% Asbestos Containing Material
   >1% = Contains more than 1% Asbestos Containing Material
6. All Adhesives are considered Asbestos Containing Material (ACM) which can't be quantified - Non Friable ACM.
7. All Seals and Gaskets are considered Asbestos Containing Material (ACM) which can't be quantified – Non Friable ACM.

SECTION 4

REPORT DATA

BUILDING NAME: Residence – 637 Ankeny Street – Waterloo, IA
INSPECTION AREAS: Throughout
CLIENT CONTRACT: City of Waterloo – Aric Schroeder

METHOD:

All samples are sent to EMC LABS, INC in Phoenix, Arizona. EMC LABS is accredited by the National Institute for Standards and Technology for Polarized Light Microscopy analysis under their NVLAP accreditation (NVLAP #: 101926-0). Sampling was completed by a State of Iowa licensed asbestos inspector. Sampling methods were based on National Emission Standards for Hazardous Air Pollutants (NESHAPS) protocols. Bulk samples of suspect asbestos containing material were analyzed by Polarized Light Microscopy (PLM) using EPA Method 600-R93-116.

OVERVIEW:

An asbestos inspection was conducted at the residence located at 637 Ankeny Street in Waterloo, IA on December 1st, 2022. The house has one story. At the time of inspection, a total of eleven samples were analyzed with nineteen layers analyzed for asbestos content. Each sample is broken down by layers if necessary (I.e. floor tile and mastic). Samples can be categorized by miscellaneous, surfacing, and thermal. The following samples were taken of each:

Miscellaneous samples tested include:

Siding
Roof tar
Linoleum & mastic
12" x 12" floor tile & mastic
Roof shingles on felt paper
Window glazing
Drywall

Surfacing samples included:

NO SAMPLES TAKEN

Thermal samples include:

Attic insulation
Duct paper

POSITIVE SAMPLE RESULTS:

The following samples tested positive (>1%) for asbestos:

3) Roof tar around chimney base +- 4 sq. ft.	10% Chrysotile
6) Linoleum in South entry +- 40 sq. ft.	15% Chrysotile
6) mastic for above	2% Chrysotile
8) 12" x 12" floor tile – 2 layers SE Room (under a lot of debris) +- 150 sq. ft.	15% Chrysotile
9) Linoleum – Along south wall of SE Room +- 25 sq. ft.	15% Chrysoitle
9) mastic for above	3% Chrysotile
11) Duct paper – SW room, basement – south end +- 14 ln. ft.	85% Chrysotile

The inspection was to identify asbestos containing materials prior to demolition. The Inspection entailed a visual assessment of the property for suspect asbestos containing materials, collection, and submittal of bulk samples for analysis.

In the State of Iowa, asbestos is regulated by the Iowa Department of Natural Resources and the Iowa Division of Labor.

CONCLUSIONS AND RECOMMENDATIONS

This house has missing foundation on the south side. We cut a small hole in the floor to access the basement / crawl space area.

The roof tar around the chimney base was positive. Most of the chimney is missing.

The south entry has some linoleum (4' x 10'). The mastic was positive as well

The SE room has a bunch of debris in the room sitting on top of the floor tile and linoleum. The linoleum runs along the south part of the SE room. Approximately 150 sq. ft. of floor tile and 25 sq. ft. of linoleum. Mastic for the linoleum was positive as well.

Lastly, there were 4 locations of duct paper I found. IN the SW room there is a 5' run just resting in the room in the SE corner. We could not find an access to the basement so we cut a small hole to get down into the basement. There is a crawl space under most of the house. The basement just comes in about 10' from the south wall which the top part of the basement limestone wall is missing. There are two side to the basement. There is a duct on the west side about 9' long. Some of the duct paper is laying on the ground. There are 2 spots on the east side I believe. One is under a piece of metal nail in to the ceiling and the other in the SE corner. Kind of a dangerous area.

APPENDIX A
SAMPLE INVENTORY LIST, LAB ANALYSIS

Facility Name/Site Location					
			City of Waterloo - Residence 637 Ankeny Street Waterloo, IA 50703		**Inspected By:** Jay Llewellyn 12/1/2022
Sample No	**Material**	**Color**	**Location**	**Current Condition**	**Results**
1	Siding	Grey	Exterior	good	0%,0%
2	roof shingles / felt paper	green / black	Roof	good	0%,0%
3	**Roof tar**	**black**	**At base of where chimney used to be**	**some damage**	**10% Chrysotile**
4	Window glazing	white	Windows - +- 7	damaged	0%
5	Linoleum	dark white	SW room (maybe bathroom area - +- 60 sq. ft.	some damage	0%
6	**Linoleum / mastic**	**white / yellow**	**South entry - +- 40 sq. ft.**	**some damage**	**15%,2% Chrysotile**
7	Drywall	white	South entry area	damaged	0%,0%,0%
8	**12" x 12" floor tile / mastic**	**grey/black/white/black**	**SE room - two layers of tile +- 150 sq. ft.**	**good**	**15% Chrysotile,0%,0%**
9	**Linoleum / mstic**	**grey / yellow**	**SE room along south edge +- 25 sq. ft.**	**some damage**	**15%,3% Chrysotile**
10	Attic Insulation	grey	Attic & floor - not much matrerial	damaged	0%
11	**Duct paper**	**Grey**	**One 5' run in SW room, SW crawl space - 9' run, SE crawl space - 1'**	**some damage**	**85% Chrysotile**

EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report
0283545

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	ADVANCED ENVIRONMENTAL	Job# / P.O. #:	22-27634
Address:	803 RICKER ST.	Date Received:	12/05/2022
	WATERLOO IA 50703	Date Analyzed:	12/07/2022
Collected:	12/01/2022	Date Reported:	12/07/2022
Project Name:	CITY OF WATERLOO-637 ANKENY ST.	EPA Method:	EPA 600/R-93/116
Address:	WATERLOO, IA 50703	Submitted By:	JAY LLEWELLYN
		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type	(%)	Non-Asbestos Constituents	
0283545-001 637A-1	EXTERIOR	LAYER 1 Siding, Gray/ Off White/ Black	No	None Detected		Cellulose Fiber Carbonates Gypsum Quartz Binder/Filler	20% 80%
		LAYER 2 Siding, Brown/ Black	No	None Detected		Cellulose Fiber Carbonates Gypsum Binder/Filler	70% 30%
0283545-002 637A-2	ROOF	LAYER 1 Roof Shingle, Green/ White/ Black	No	None Detected		Cellulose Fiber Carbonates Gypsum Quartz Binder/Filler	20% 80%
		LAYER 2 Felt Paper, Black	No	None Detected		Cellulose Fiber Carbonates Gypsum Binder/Filler	60% 40%
0283545-003 637A-3	AT BASE OF WHERE CHIMNEY USED TO BE	Roof Tar, Gray/ Black	Yes	Chrysotile	10%	 Carbonates Quartz Binder/Filler	 90%
0283545-004 637A-4	WINDOWS	Window Glazing, White/ Red	No	None Detected		Cellulose Fiber Carbonates Quartz Binder/Filler	<1% 99%
0283545-005 637A-5	SW RM (MAYBE BATHRM AREA)	Linoleum, Dk. White/ Green	No	None Detected		Fibrous Glass Carbonates Quartz Binder/Filler	5% 95%

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Address:	WATERLOO, IA 50703	Submitted By:	JAY LLEWELLYN
		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type	(%)	Non-Asbestos Constituents	
0283545-006 637A-6	S. ENTRY	LAYER 1 Linoleum, Beige	Yes	Chrysotile	15%	Cellulose Fiber Carbonates Quartz Binder/Filler	5% 80%
		LAYER 2 Linoleum Mastic, Beige Streaked Note: Difficult to separate adjacent layer	Yes	Chrysotile	2%	Carbonates Quartz Binder/Filler	 98%
0283545-007 637A-7	S. ENTRY AREA	LAYER 1 Drywall, White	No	None Detected		Cellulose Fiber Fibrous Glass Gypsum Carbonates Quartz Mica	11% <1% 88%
		LAYER 2 Texture/ Paint, Off White/ Beige	No	None Detected		Wollastonite Gypsum Quartz Mica Carbonates Binder/Filler	3% 97%
		LAYER 3 Felt Paper, Black	No	None Detected		Cellulose Fiber Carbonates Gypsum Binder/Filler	65% 35%

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Address:	WATERLOO, IA 50703	Submitted By:	JAY LLEWELLYN
		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type	(%)	Non-Asbestos Constituents	
0283545-008 637A-8	SE RM-2 LAYER OF TILE	LAYER 1 12"x12" Floor Tile, Beige	Yes	Chrysotile	15%	Cellulose Fiber	5%
						Carbonates	
						Quartz	
						Binder/Filler	80%
		LAYER 2 12"x12" Floor Tile, Gray	No	None Detected			
						Carbonates	
						Quartz	
						Binder/Filler	100%
		LAYER 3 Mastic, Black	No	None Detected		Cellulose Fiber	<1%
						Carbonates	
						Quartz	
						Binder/Filler	99%
0283545-009 637A-9	SE RM ALONG S. EDGE	LAYER 1 Linoleum, Beige/ Brown	Yes	Chrysotile	15%	Cellulose Fiber	5%
						Carbonates	
						Quartz	
						Binder/Filler	80%
		LAYER 2 Linoleum Mastic, Lt. Beige	Yes	Chrysotile	3%		
						Carbonates	
						Quartz	
						Binder/Filler	97%
0283545-010 637A-10	ATTIC & FLOOR-NOT MUCH MATERIAL	Insulation (Attic), Beige	No	None Detected		Cellulose Fiber	90%
						Synthetic Fiber	5%
						Binder/Filler	
						Gypsum	
						Binder/Filler	5%
0283545-011 637A-11	ONE 5' RUN IN SW RM, SW CRAWLSPACE	Duct Paper, Gray/ Tan	Yes	Chrysotile	85%	Cellulose Fiber	10%
						Carbonates	
						Gypsum	
						Binder/Filler	5%

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Address:	WATERLOO, IA 50703	Submitted By:	JAY LLEWELLYN
		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents

Analyst - Kurt Kettler

Signatory - Lab Manager - Johann Hofer

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimate and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.

APPENDIX B
INSPECTOR LICENSE AND CERTIFICATION

JAY LLEWELLYN

DOB: 05-31-1961

Issued: 04-06-2022



This person is licensed to perform asbestos work in the State of Iowa. ID card is intended for official use only and must be present on jobsite.

License Type	Number	Expires
INSPECTOR	22-8212	04-13-2023
SUPERVISOR	22-8164	03-12-2023

DIVISION OF IOWA LABOR

Asbestos

Rod A. Roberts
Labor Commissioner

Asbestos Building Inspector Refresher Training

This is to certify that

Jay Llewellyn

Has attended and completed Refresher training in accordance with
Title II of TSCA, 40 CFR Part 763 Appendix C to Subpart E as revised

Date of Course Completion 4/13/22

Date of Course Examination 4/13/22 with Passing Score of 70% or Higher via online course

Expiration Date 4/13/23

Certificate # 41322-BIR32

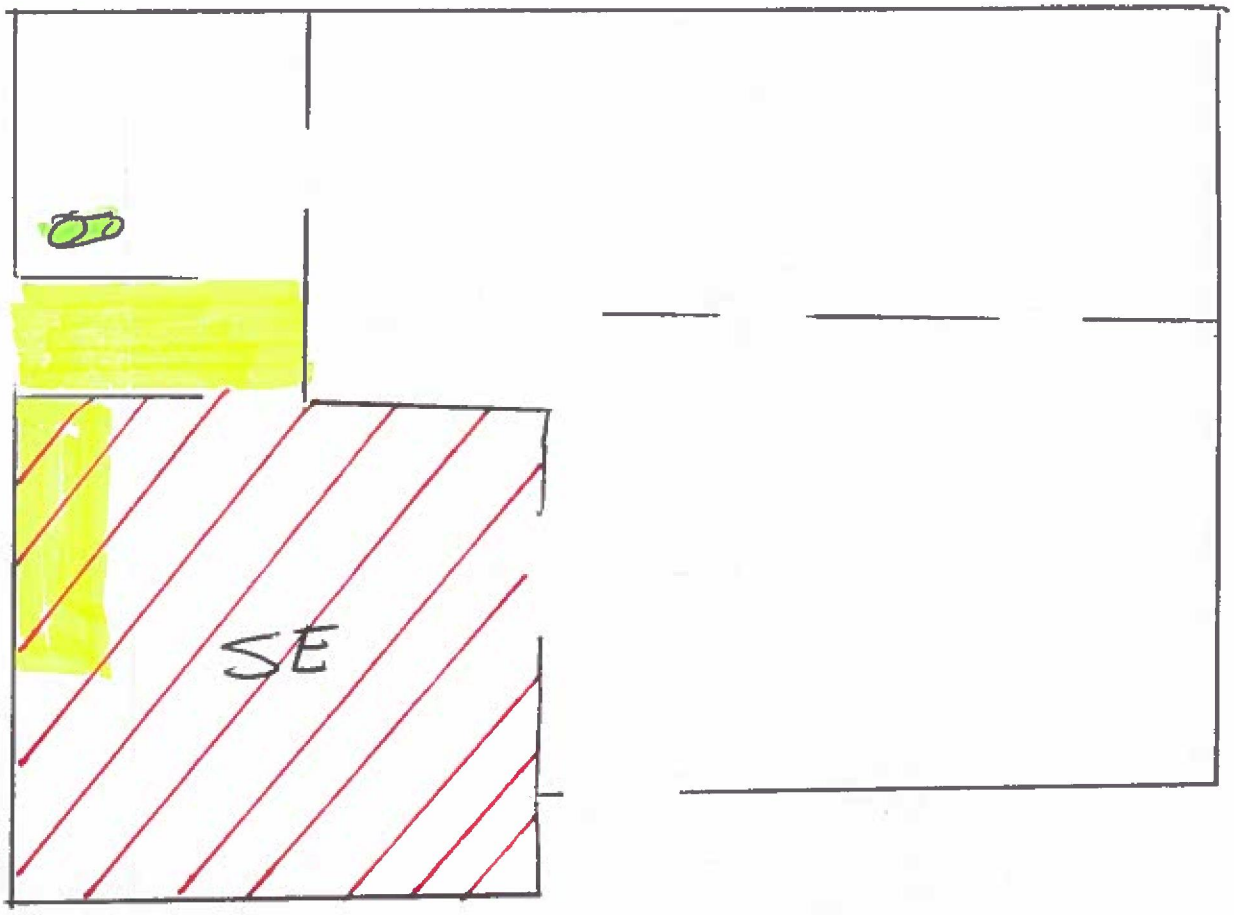
Course # FL-490006359 Provider #
FL-490005406

Asbestos Online Training, LLC
727-873-6442
info@asbestosonlinetraining.com

Instructor

123 Certificates

APPENDIX C
PICTURES

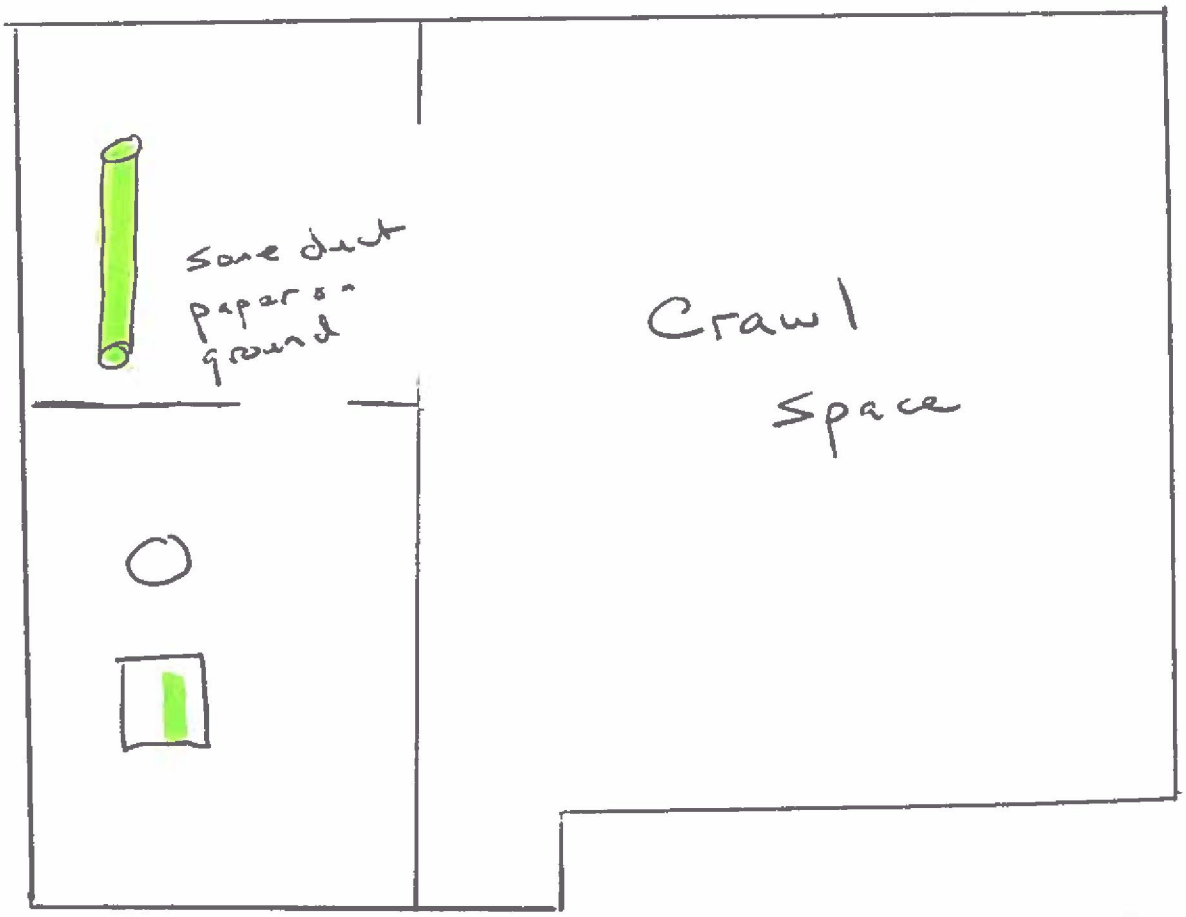


Floor tile (2 Layers)

Linoleum & Mastic

Duct Paper

Basement



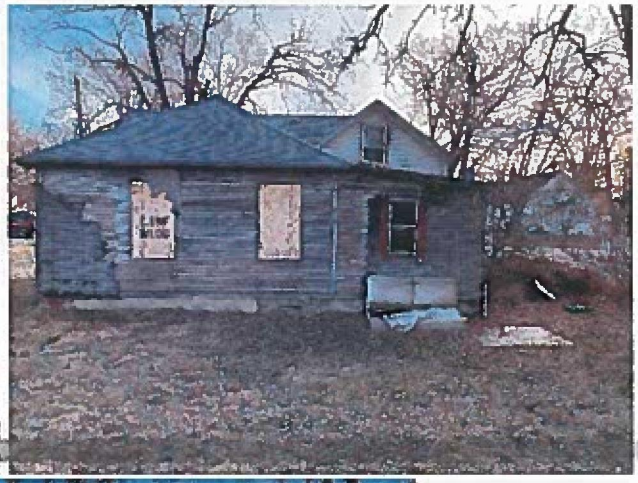
- Duct Paper

Small section above furnace



City of Waterloo – 637 Ankeny Street – Waterloo, IA 50703

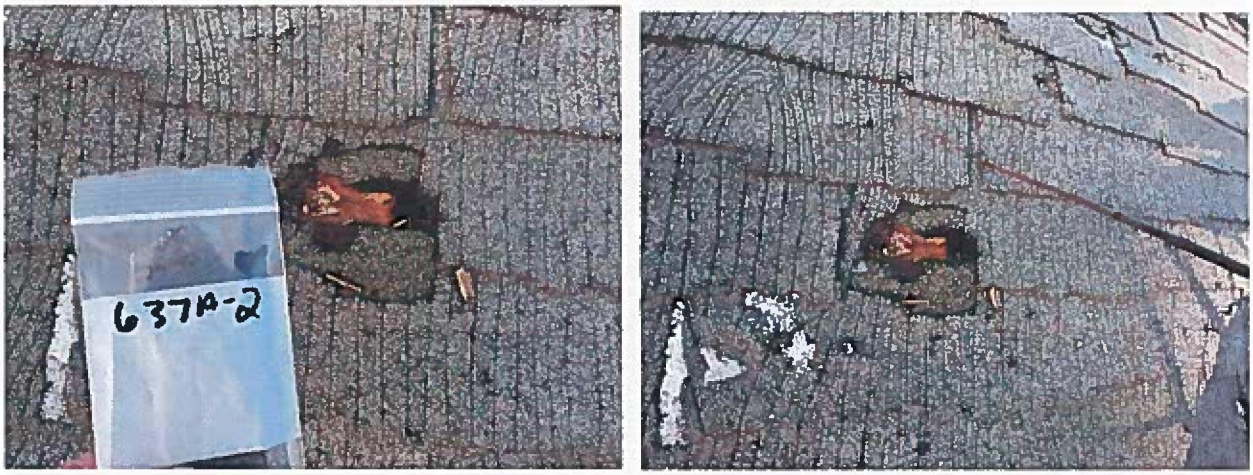








Exterior siding - NO ASBESTOS

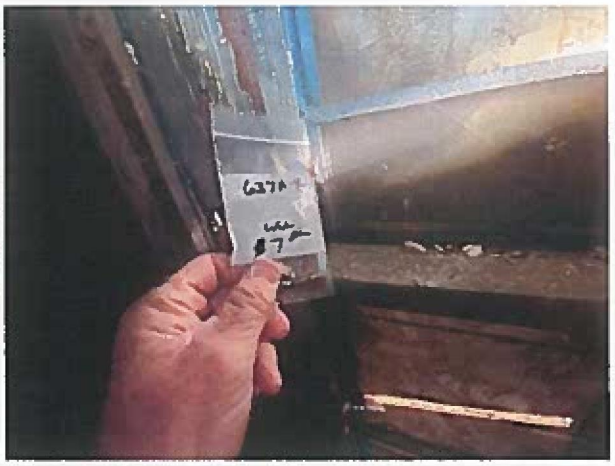


Roof shingles on felt paper – NO ASBESTOS



Roof tar at base of old chimney (missing) – 10% Chrysotile





Window glazing – NO ASBESTOS





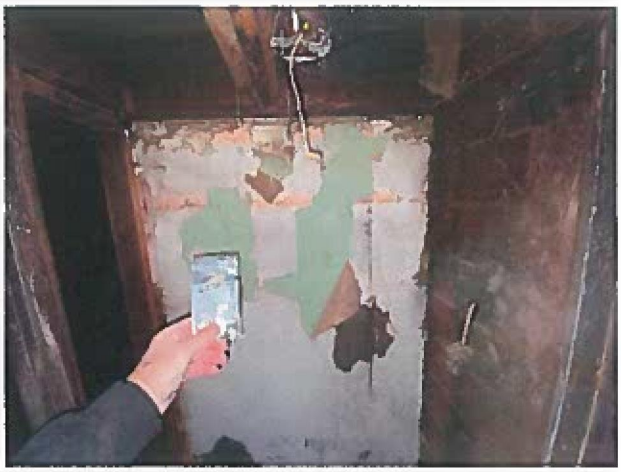
SW room (old bathroom?) – linoleum – NO ASBESTOS





South entry – Linoleum 15%Chrysotile – mastic – 2% Chrysotile





South entry – north wall – drywall – NO ASBESTOS





SE room – 12" x 12" floor tile – 15% Chrysotile – mastic – NO ASBESTOS

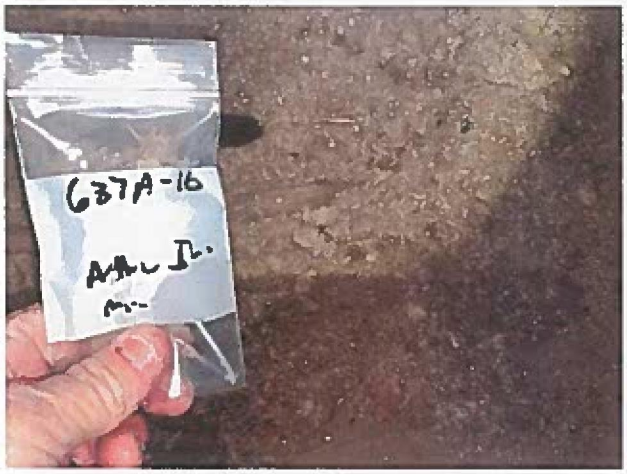
Room is full of debris





SE room – Linoleum – 15% Chrysotile – mastic – 3% Chrysotile -

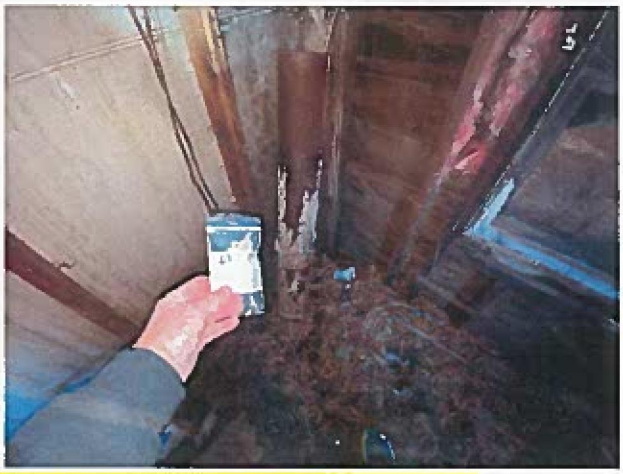
Linoleum is along the south wall - Room is full of debris





Attic Insulation – laying on floor – NO ASBESTOS





Duct sitting in SW room – Duct paper – 85% Chrysotile





Basement – Had to cut hole to get down to basement – Duct paper

Some is laying on ground



Duct paper in basement



Basement - South wall in bad shape



Crawl space – Did not see any ACM

EXHIBIT "C"

ASBESTOS ABATEMENT SERVICES CONTRACT #AB-2023-02-04P

1804 E. 4th Street, 207 Lafayette Street, 208 Sunnyside Avenue, and 637 Ankeny Street

This Contract for Asbestos Abatement Services (the "Contract") is entered into as of February 6, 2023, by and between the City of Waterloo, Iowa ("City") and _____. In consideration of the mutual promises exchanged herein, the parties agree as follows:

1. Term and Services. For the period of February 6, 2023 thru April 28, 2023, subject to extension upon the mutual written agreement of the parties, the Contractor agrees to furnish all tools, labor and materials, and perform and substantially complete all work within the time period stated in the specifications after receipt of Notice to Proceed with respect to a given property or set of properties. By executing this Contract, Contractor certifies that it holds an asbestos permit issued by the Iowa Division of Labor and that all personnel who perform work on the project will have an asbestos license issued by the Iowa Division of Labor. Contractor agrees that such permit and licenses will be maintained during the term of this Contract. Work to be performed includes all work described in the Contract Documents (defined below).

Contractor shall provide the above services at the cost set forth in the Contractor's RFB response. Contractor's request for payment for services authorized under this Contract shall be submitted in accordance with the Contract Documents and will be paid within forty-five (45) days after receipt of an original invoice and after such services are delivered and accepted and all necessary supporting documentation is submitted. Contractor will be paid for all items satisfactorily completed. Such payment will be full compensation for asbestos removal and disposal, for all permits, licenses, inspections, for complying with all laws, rules, regulations and ordinances, including safety, and for furnishing all materials, equipment and labor to complete the work in accordance with the plans and specifications.

2. Contract Documents. The following documents (collectively, the "Contract Documents") are hereby incorporated by reference as though set forth herein in full:

a. Request for Bid
b. Addenda (if any)
c. Response (Proposal) from the Contractor

In the event of conflict between the provisions of the Contract Documents and this Contract, the provisions of this Contract shall prevail.

2.1 Contract Limits. Total actual expenses allowed by the project Contract, including any renewal extensions of the Contract, shall not exceed **$_____**as provided in the Bid Tabulation that is part of Contractor's RFB Response referenced in Section 2.c above, except by written amendment as provided herein.

3. Approval; Timing of Work. Contractor shall not begin work until after the Contract has been approved by the City Council and the Contractor has been issued a Notice to Proceed. The work shall commence within ten (10) days after the City has issued a Notice to Proceed with respect to any particular property or set of properties, and all work shall be completed and delivered within the term of the Contract.

4. Performance Bond. Not required for this Contract.

4.1 Payment Bond. Not required for this Contract.

5. Reporting; Records. Contractor shall exercise best efforts to maintain communication with City personnel whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project. Communications between the parties shall be verbal or in writing, as requested by the parties or as dictated by the subject matter to be addressed. Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Contract. During the term of this Contract and for the ensuing record-retention period, Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to City, and any other agency of state or federal government. For purposes of this section, "records" means any and all books, documents, papers and records of any type or nature that are directly pertinent to this Contract. Contractor agrees to furnish, upon termination of this Contract and upon demand by the City, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Contract, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Contract. In such event, the Contractor shall not be liable for the City's use of such documents on other projects.

6. Reserved.

7. Indemnity. Except as to any negligence of City, its officials, officers, employees or agents, in the performance of any duty under this Contract, and to the extent not covered by insurance maintained by Contractor, Contractor agrees to defend and indemnify City, its officials, officers, employees and agents, and to hold same harmless, from and against any and all claims, demands, causes of action, losses, costs, or liabilities whatsoever, including but not limited to reasonable attorneys' fees and expenses, arising from or in connection with the acts or omissions of Contractor in providing the services contemplated by this Contract. This will include but is not limited to actions or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operation under this Contract, whether by itself or by any subcontractor or anyone directly or indirectly employed by any of them. Contractor is not and shall not be deemed an agent or employee of the City.

8. Default; Termination for Cause. In the event that Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Contract, and if such default remains uncured for a period of seven (7) days after notice thereof shall have been given by City to Contractor (or for a period of fourteen (14) days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 14-day period and thereafter Contractor fails to diligently and continuously prosecute the same to completion within such 14-day period), then City may declare

that Contractor is in default hereunder and may take any one or more of the following steps, at its option:

a. by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder, or obtain damages caused to the City by any such default;

b. have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;

c. declare a default of this Contract, make no further disbursements, and demand immediate repayment from Contractor of any funds previously disbursed under this Contract;

d. terminate this Contract by delivery to Contractor of written notice of termination; and/or

e. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that City prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by City.

9. Termination for Convenience. This Contract may be terminated at any time, in whole or in part, upon the mutual written agreement of the parties. City may also choose to terminate this Contract at any time by delivering to Contractor 10-days' advance written notice of intent to terminate.

10. Non-Assignable Duties. Contractor may not assign its duties hereunder without the prior written consent of City.

11. Independent Contractor. Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of City. Contractor has no power or authority to enter into contracts or agreements on behalf of City. City shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it performs the work specified by City. City is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes Contractor. Neither Contractor nor its employees, if any, shall be entitled to receive any benefits which employees of City are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, pension, or any benefits of any type or nature whatsoever on account of their work for City. Contractor shall be solely responsible for compensating its employees, if any.

12. Anti-Discrimination. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees to comply with the anti-discrimination laws of the State of Iowa, as contained in Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this Contract.

13. Severability. In the event any provision of this Contract, together with the Contract Documents, is held invalid, illegal, or unenforceable, whether in whole or in part, the remaining provisions of this Contract shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any provision of this Contract is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal, and enforceable, then such provision shall be deemed to be written and shall be construed and enforced as so limited.

14. General Terms. This Contract, together with the Contract Documents, constitutes the entire agreement between the parties pertaining to the subject matter hereof. This Contract may not be modified or amended except pursuant to the mutual written agreement of the parties. This Contract is binding on the parties and the heirs, personal representatives, successor and assigns of each. Time is of the essence in the performance of the terms hereof.

IN WITNESS WHEREOF, the parties have executed this Contract for Asbestos Abatement Services as of the date first set forth above.

CITY OF WATERLOO, IOWA	CONTRACTOR
By: _____	_____
Quentin Hart, Mayor	Authorized Representative

Attest: _____
Kelly Felchle, City Clerk

NOTICE OF PUBLIC HEARING
On Proposed Plans, Specifications, Form of Contract,
For Asbestos Abatement Services, Contract AB-2023-02-04P
for properties located at 1804 E. 4th Street, 207 Lafayette Street, 208 Sunnyside Avenue, and 637 Ankeny Street

RECEIVING OF BIDS

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at City Hall, 715 Mulberry Street, Waterloo, Iowa, no later than 1:00 p.m., Thursday, January 19, 2023, for Asbestos Abatement Services, Contract AB-2023-02-04P, for properties located at 1804 E. 4th Street, 207 Lafayette Street, 208 Sunnyside Avenue, and 637 Ankeny Street, as described in detail in the plans and specifications now on file in the Office of the City Clerk.

OPENING OF BIDS

All proposals received will be opened in the Harold E. Getty Council Chambers in City Hall of said City, on the 19th day of February, 2023 at 1:00 p.m., and the proposals will be acted upon at such later time and place as may then be fixed by the City Council. The bid opening will be livestreamed on YouTube and made available on the city website.

PUBLIC HEARING

A public hearing will be held on the 6th day of February, 2023 at 5:30 p.m. in the Council Chambers in the City Hall in the City of Waterloo, Iowa, on the proposed plans, specifications, and form of contract, for Asbestos Abatement Services, Contract AB-2023-02-04P, for properties located at 1804 E. 4th Street, 207 Lafayette Street, 208 Sunnyside Avenue, and 637 Ankeny Street.

The proposed plans, specifications, and form of contract for said project are now on file in the office of the City Clerk for public examination, and any person interested therein may file written objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto at the meeting set forth above.

Anyone who is interested may appear at said time and place and be heard or may file written objection with the City Clerk, City Hall, Waterloo, Iowa, before the date set for said hearing.

SCOPE OF WORK

A. All services must be performed in accordance with all applicable codes and ordinances of the City of Waterloo, Iowa, accepted professional standards and best practices, as well as all applicable Federal and State regulations, including but not limited to asbestos Statutes and Rules (published by the Iowa Division of Labor), 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP), as well as applicable State regulations of the Iowa Department of Natural Resources. The Contractor shall hold and maintain an asbestos permit issued by the Iowa Division of Labor, and all personnel who perform work on the Project shall hold and maintain an Iowa asbestos license issued by the Iowa Division of Labor.
B. Remove ACM as identified in the asbestos surveys included as Exhibit “B”.
C. Document amounts of ACM removed from each structure.
D. Document ACM disposal at the Black Hawk County landfill through the use of landfill tickets

and provide copies to the project manager.
E. At the request of the City given with reasonable advance notice, attend meetings of the City relative to the work set forth in this Agreement.
F. Provide other services as requested by the City as may be necessary to implement the asbestos abatement project.

Published pursuant to the provisions of Chapter 26 of the City Code of Iowa and upon order to the City Council of said Waterloo, Iowa, on the 3rd day of January, 2023.

Kelley Felchle, City Clerk
CITY OF WATERLOO, IOWA

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 1/3/2023
Prepared: 12/21/2022

ATTACHMENTS:

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

SUBJECT:	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.
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 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 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.
Neighborhood Impact:	

	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
Implementation, Accountability, and Communication:	N/A
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:

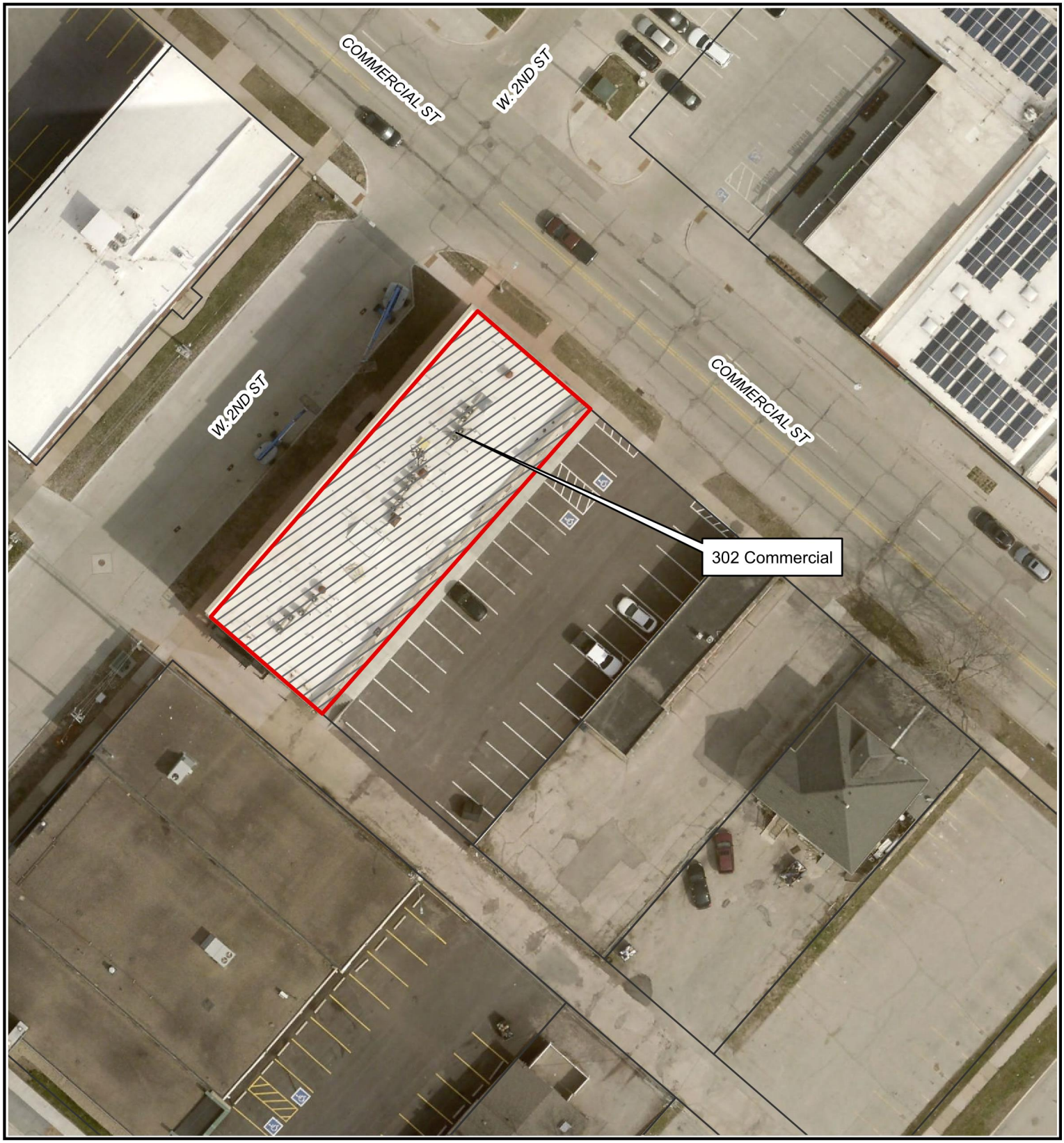
(a) That are associated with events that have made significant contributions to the broad patterns of our history; or

(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.)

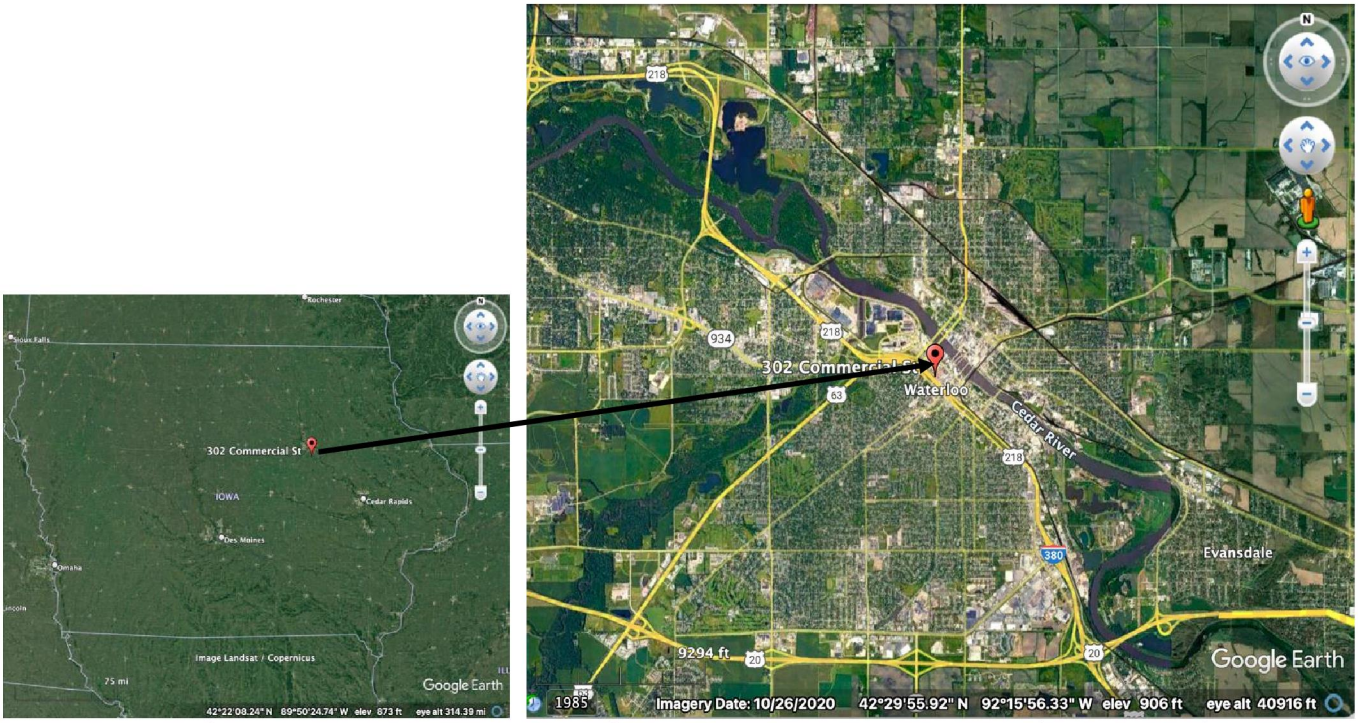
Topography and Setting

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.



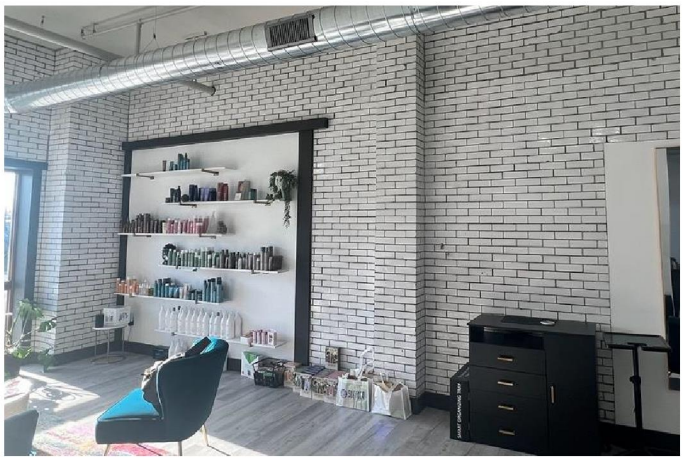

Figures 4-5: Left: The Friedl Bakery Building, looking northwest from Commercial Street. Right: The Friedl Bakery Building, looking southeast from W. Second Street. (Jennifer James Communications, 2021)

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.

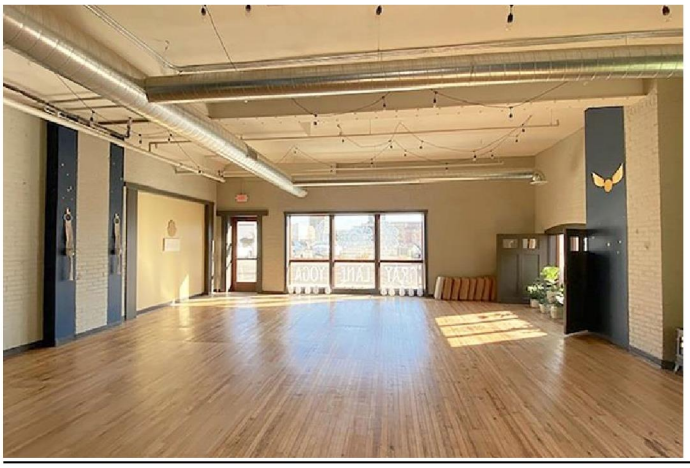
Figures 6-7: Left: The first-floor finished front retail and office, looking east. Right: The first-floor east wall of the baking area, looking southwest. (Jennifer James Communications, 2021-2022)

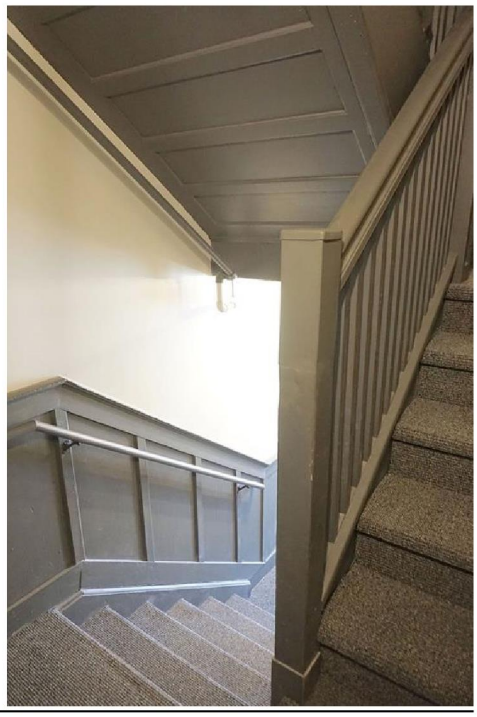
First floor: This level features four tenant spaces located within the four historic bakery spaces, which retain many historic PoS finishes and materials: Front finished office and retail bakery, central baking area with

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.

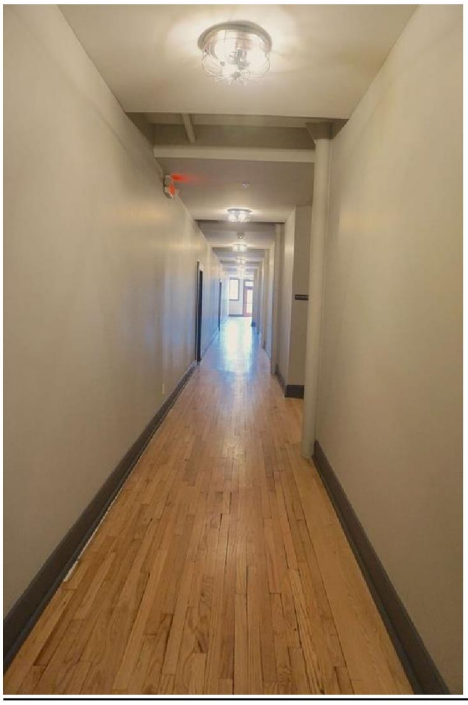




Figures 8-9: Left: Rear wrapping room looking south. Right: Apartment staircase looking southeast. (Jennifer James Communications, 2021)

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.

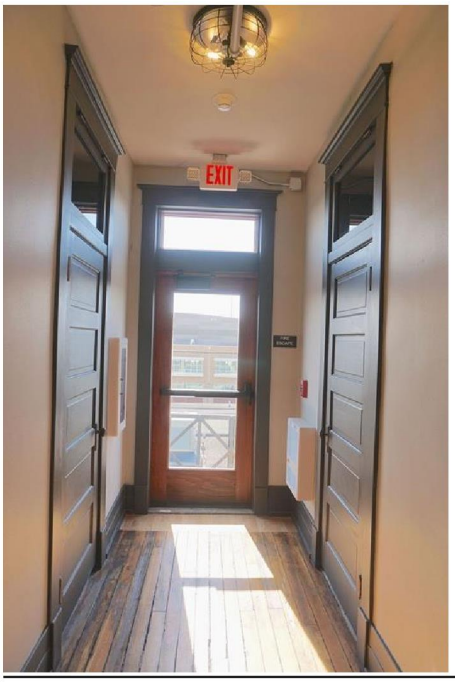



Figures 10-11: Left: The second-floor corridor features original wood flooring, steel columns, and coved ceiling beams, looking west. Right: Typical large riveted exposed metal ceiling beam in an apartment located within one of the rear flour storage rooms, looking east. (Jennifer James Communications, 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.

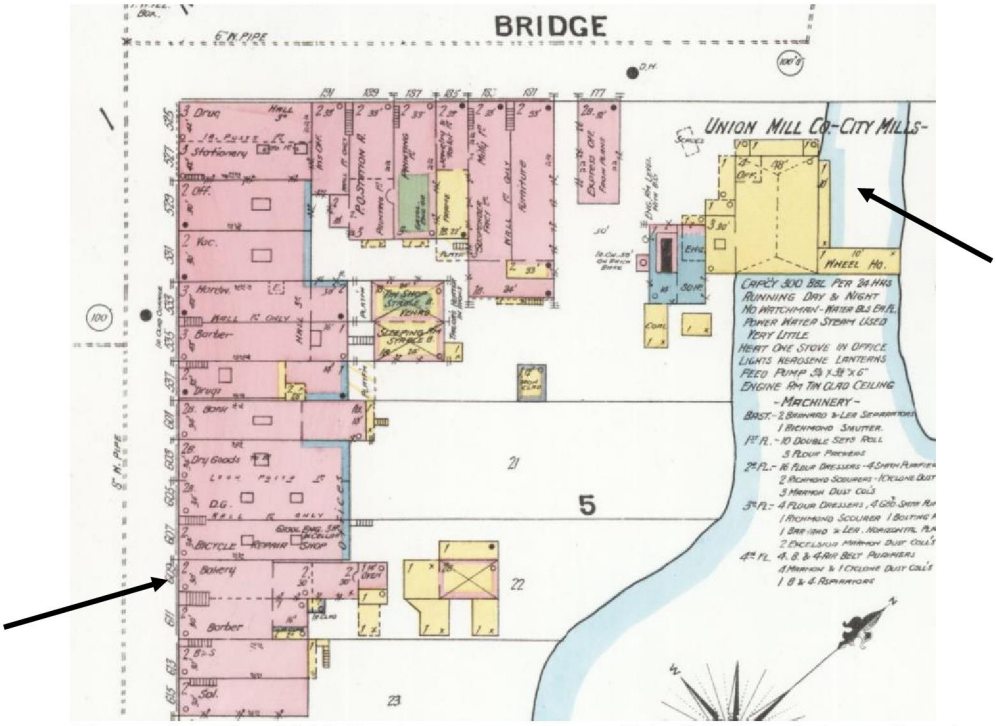


Figure 14: The 1900 Sanborn map shows Friedl Bakery's long-time location at 609 Commercial Street (left arrow), backing to the Cedar River; right arrow points to a nearby flour mill. North arrow imbedded on map. (Sanborn 1900)

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.

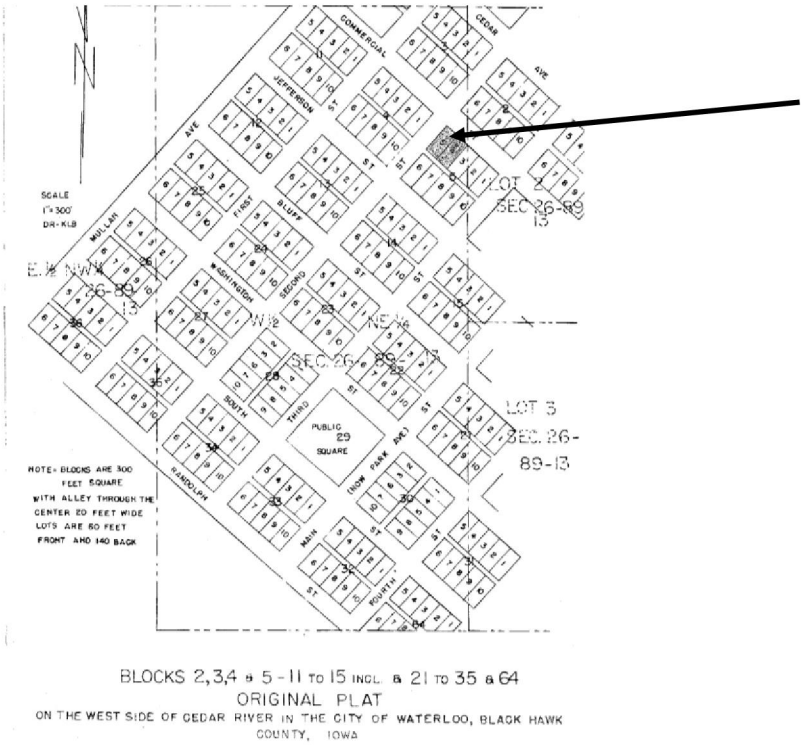
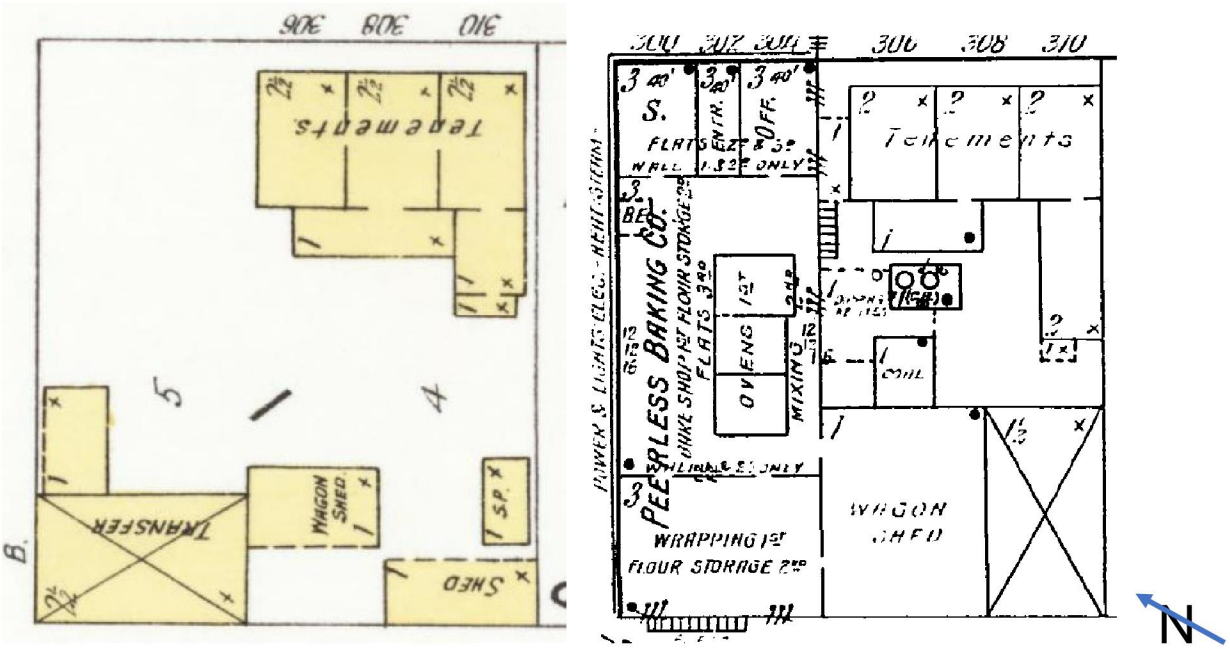


Figure 16: Plat map showing the rotated plat with arrow pointing to the shaded property purchased in 1910 for the new Friedl Bakery Building, at Commercial and W. Second streets; the directional north arrow is drawn on the plat map. (Abstract of Title)

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.

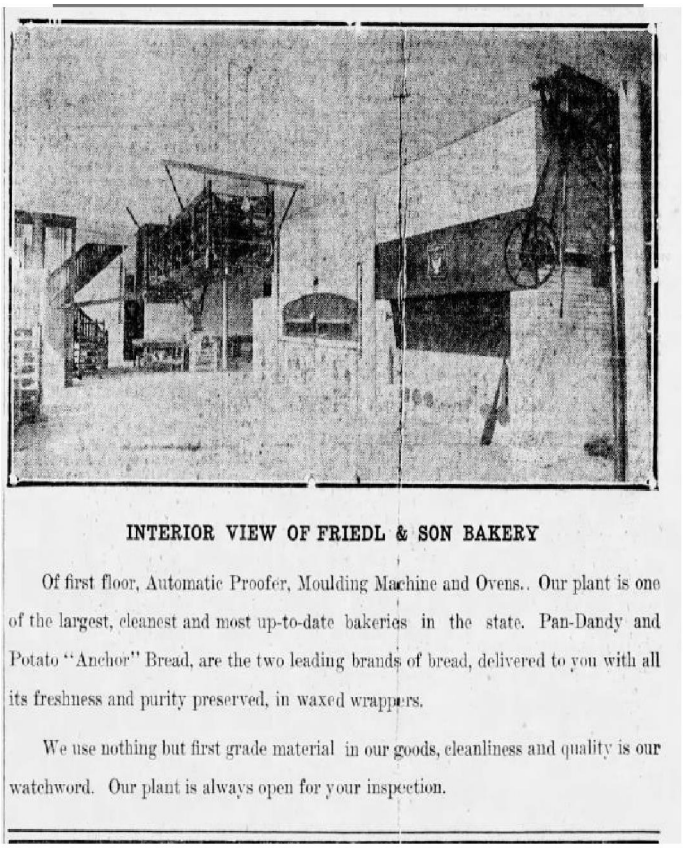
The pure food and drug movement grew during the late nineteenth century to enfold a broad base of supporters concerned about deaths and addiction caused by patent medicines, unsanitary food processing conditions, and food adulteration. Advances in chemical analysis put adulterated foods under the microscope, 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.

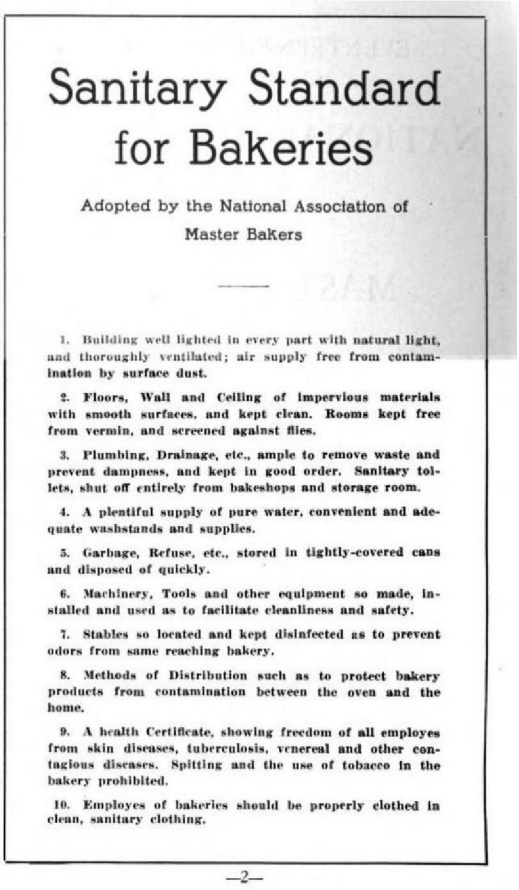
baking with regulations that influenced the design of bakery plants.[36] Industrial bakeries such as the 1911 Friedl Bakery advertised the benefits of their mass-produced goods ("untouched by human hands") and the architectural features of their sanitary plants. As part of the sanitary bakery movement, 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,

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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.

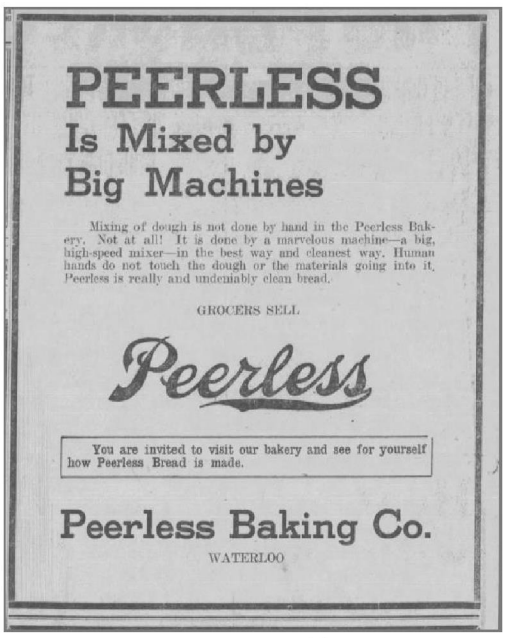
W. F. SCHRAG.

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

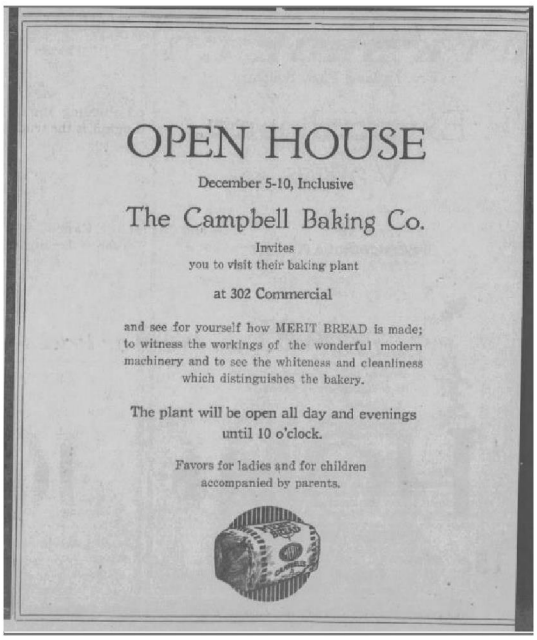
Mixing of dough is not done by hand in the Peerless Bakery. Not at all! It is done by a marvelous machine—a big, high-speed mixer—in the best way and cleanest way. Human hands do not touch the dough or the materials going into it. Peerless is really and undeniably clean bread.

GROCERS SELL

Peerless

You are invited to visit our bakery and see for yourself how Peerless Bread is made.

Peerless Baking Co.
WATERLOO



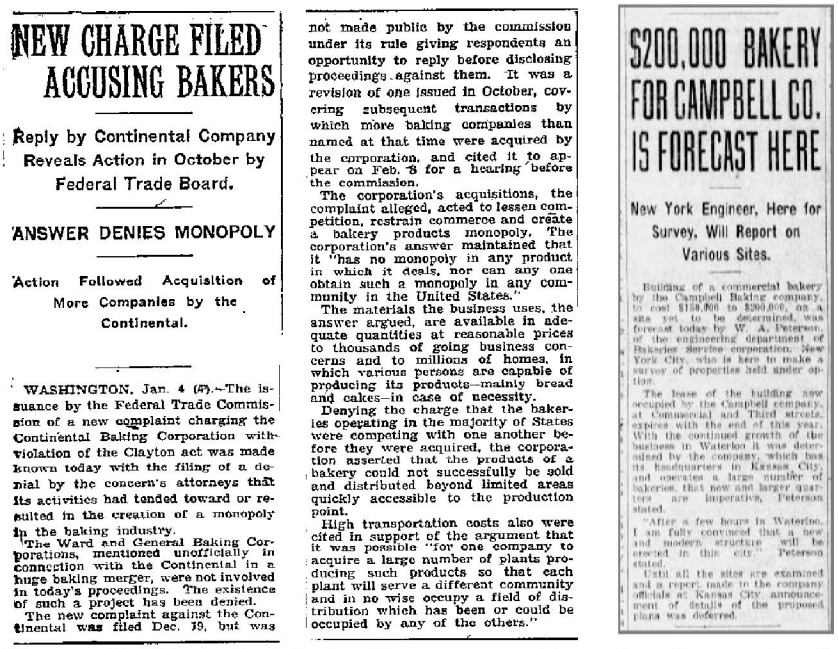
OPEN HOUSE
December 5-10, Inclusive
The Campbell Baking Co.
Invites
you to visit their baking plant
at 302 Commercial

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

WRIGHLEY TRANSFER CO.

movies of the mover

The cost of Moving

Building This Year?

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.

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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): _____

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	92°20'34.56"W		3	42°29'48.10"N	92°20'35.23"W	
	Latitude	Longitude			Latitude	Longitude	
2	42°29'49.16"N	92°20'33.98"W		4	42°29'48.51"N	92°20'35.79"W	
	Latitude	Longitude			Latitude	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

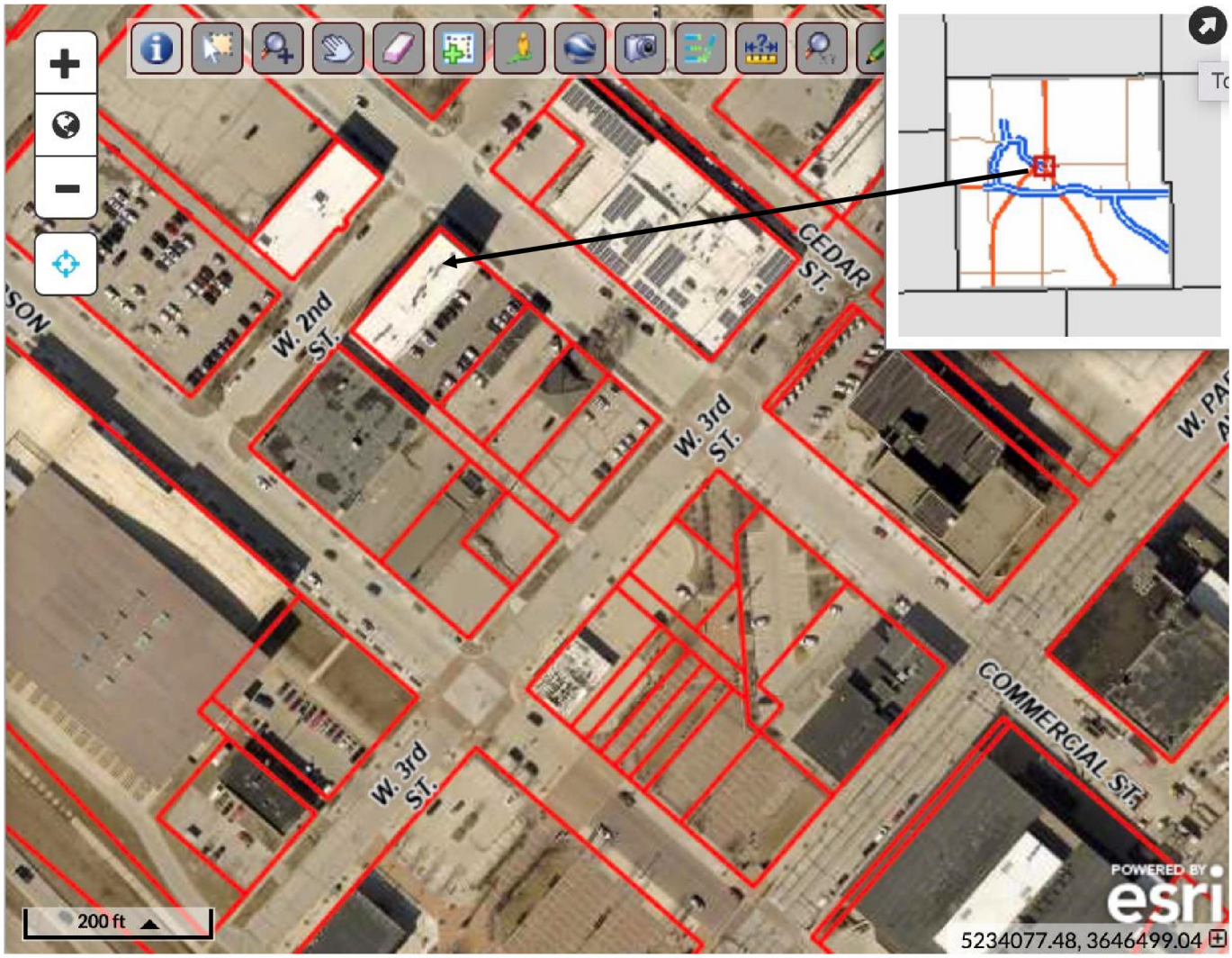
street & number 4209 Kingman Blvd. email Jenjames123@gmail.com

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

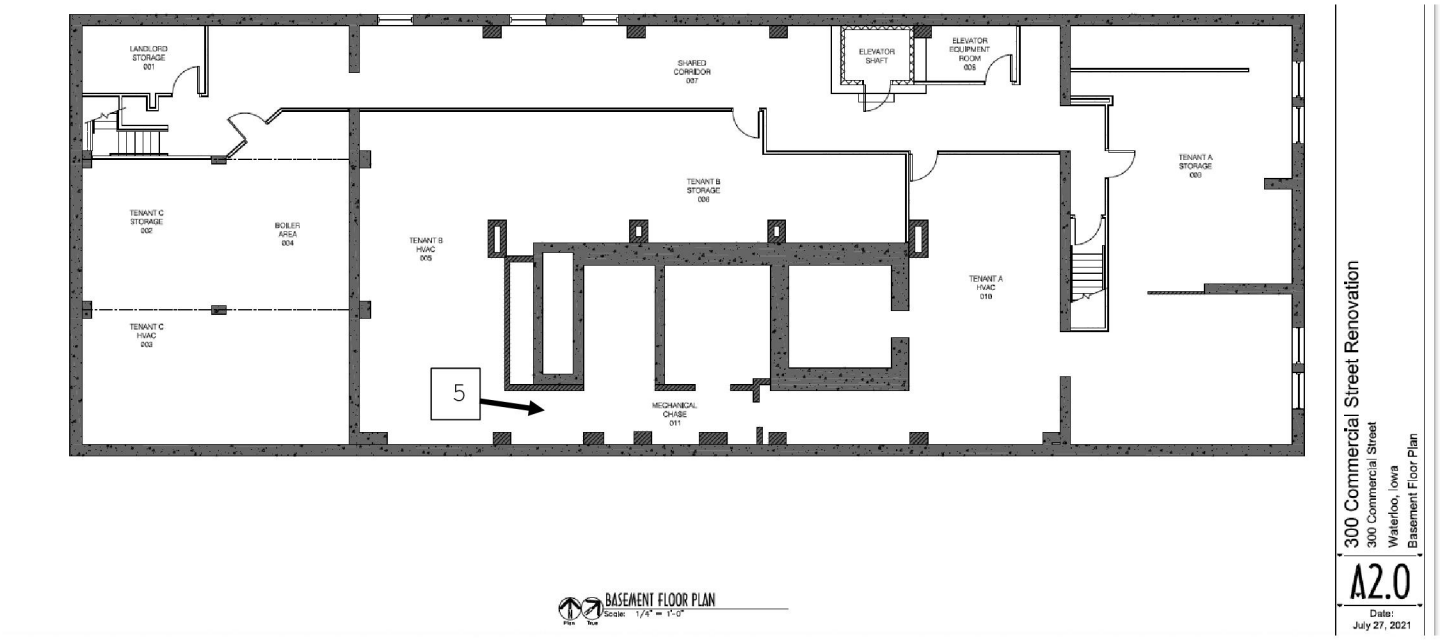
Date Photographed: 2021 and 2022

- **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).



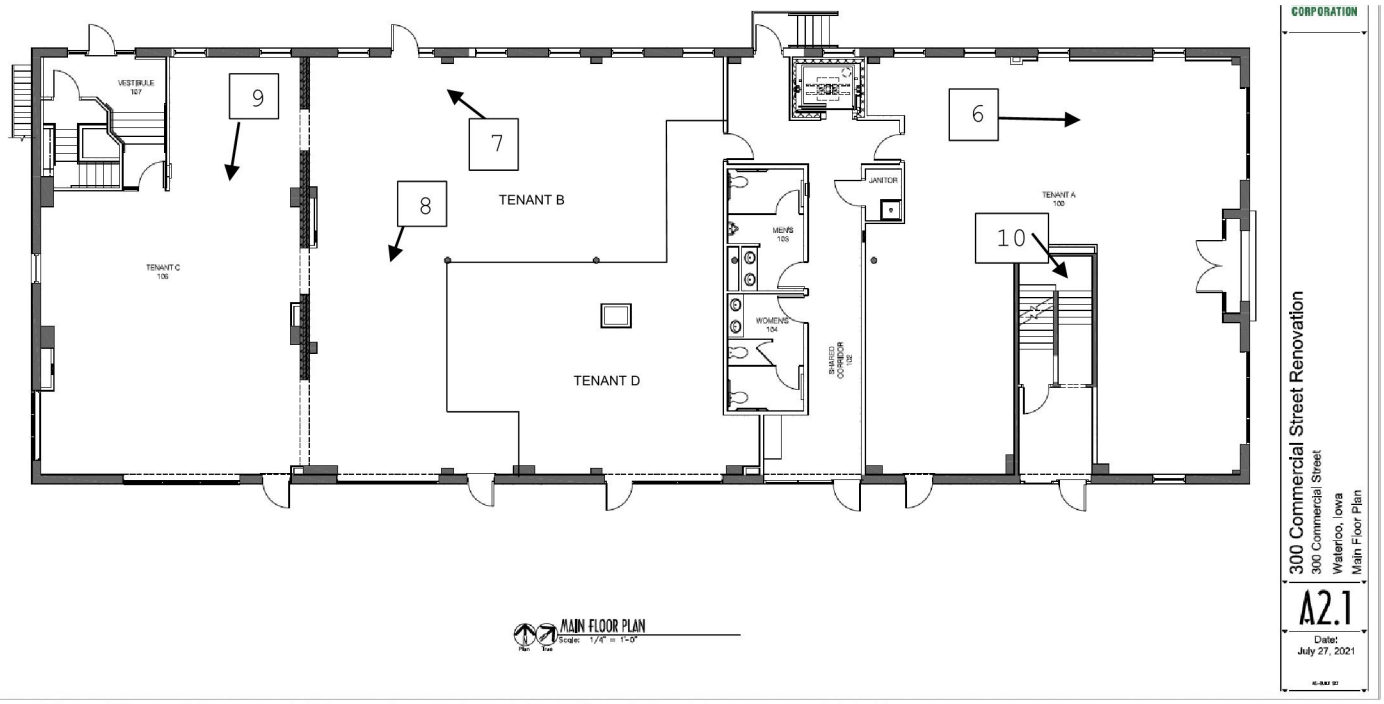
Site Plan and Photo Location Map showing the Friedl Bakery Building, Lot 5, also known as 302 Commercial Street, Waterloo, Iowa. (Black Hawk County Assessor, 2022)

- **Basement Plan and Photo Location Map**



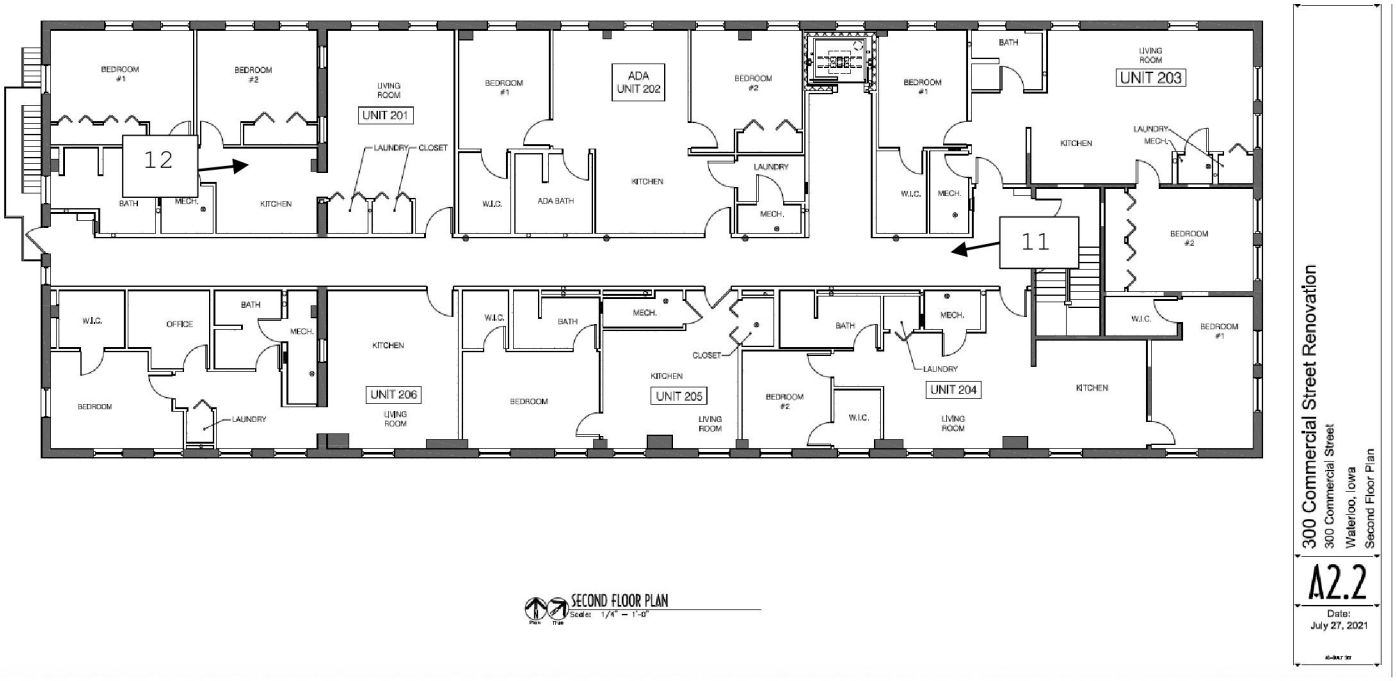
Basement Plan and Photo Location Map (Levi Architecture, 2021)

- **First Floor Plan and Photo Location Map**



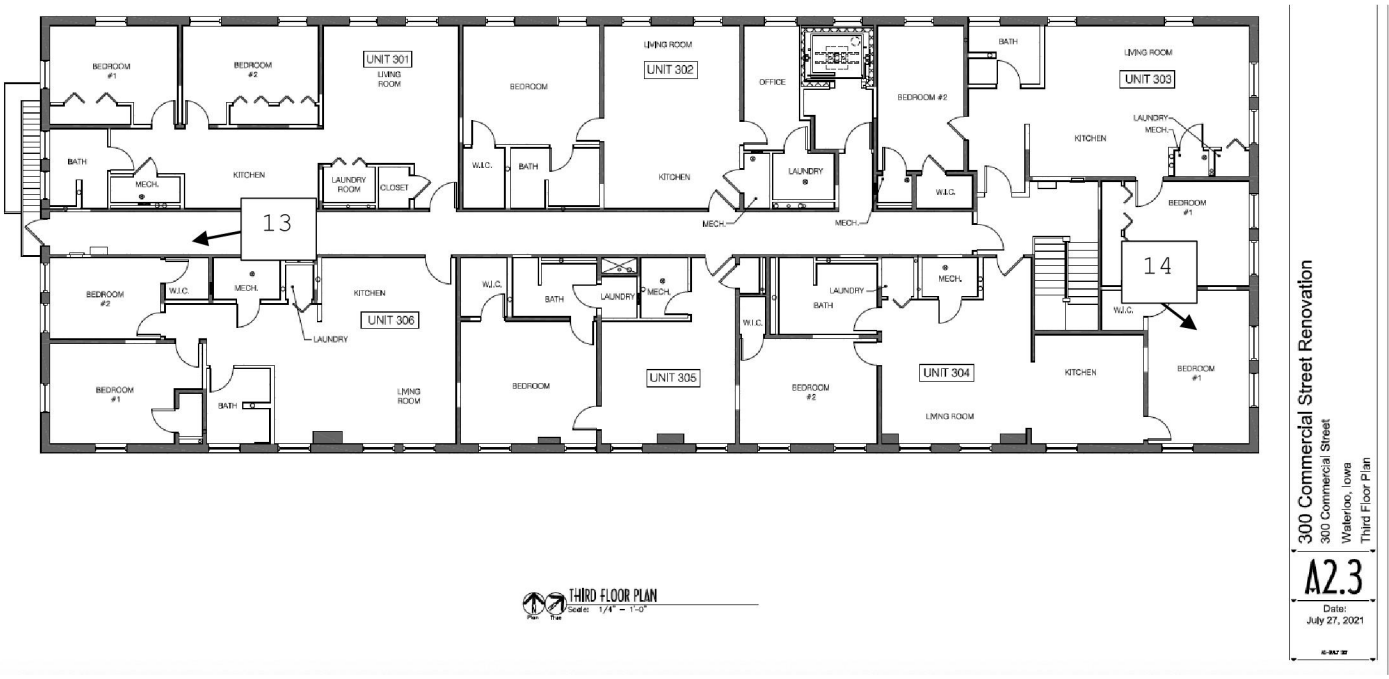
First Floor Plan and Photo Location Map (Levi Architecture, 2021)

- **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

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. 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 Boulvard, and instruct the City Clerk to publish notice.

City Council Meeting: 1/3/2023
Prepared: 12/21/2022

ATTACHMENTS:

	Description	Type
	Council Packet	Backup Material
	Legal Description	Backup Material

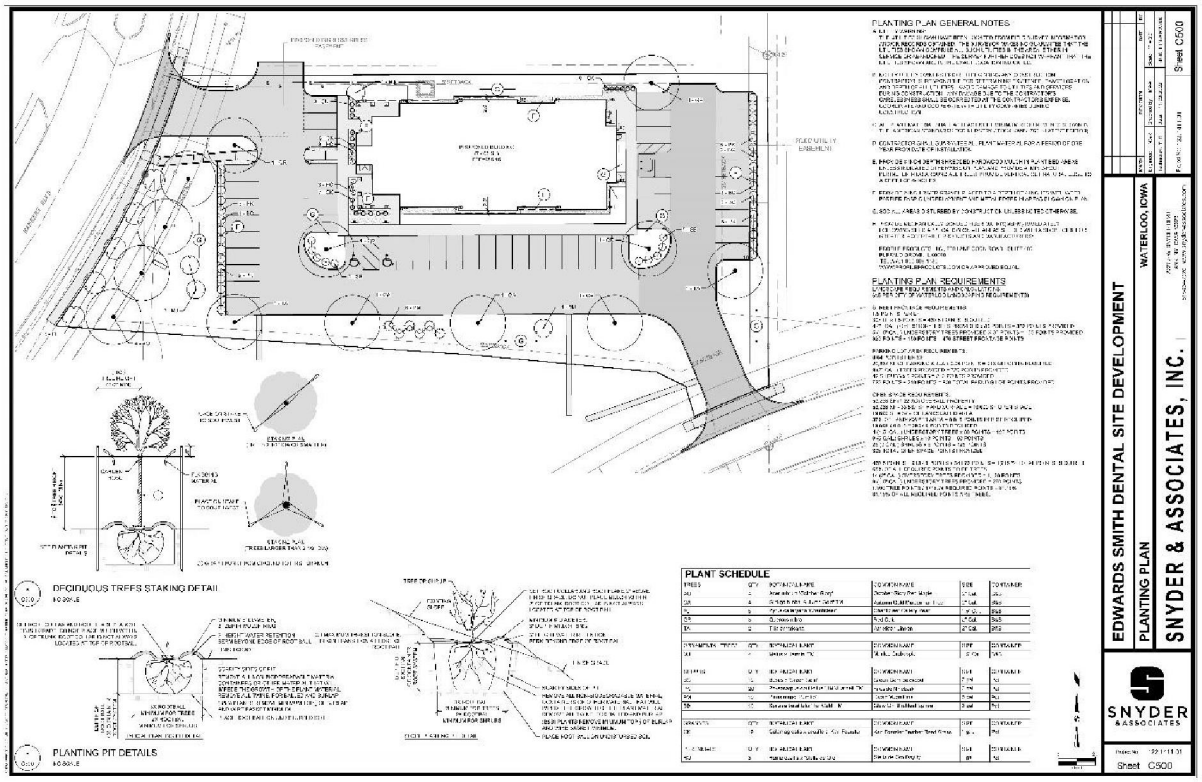
SUBJECT:	Resolution setting date of public hearing as January 17, 2023, to approve a Site Plan Amendment request by Downing Construction, on behalf of Smith Family Dentistry, to construct a new 7,407 square foot dentist office in the "R-4, R-P" Planned Residence District, located east of 4020 Bankers Boulevard, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Transmitted herewith is a resolution setting date of public hearing as January 17, 2023 for 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

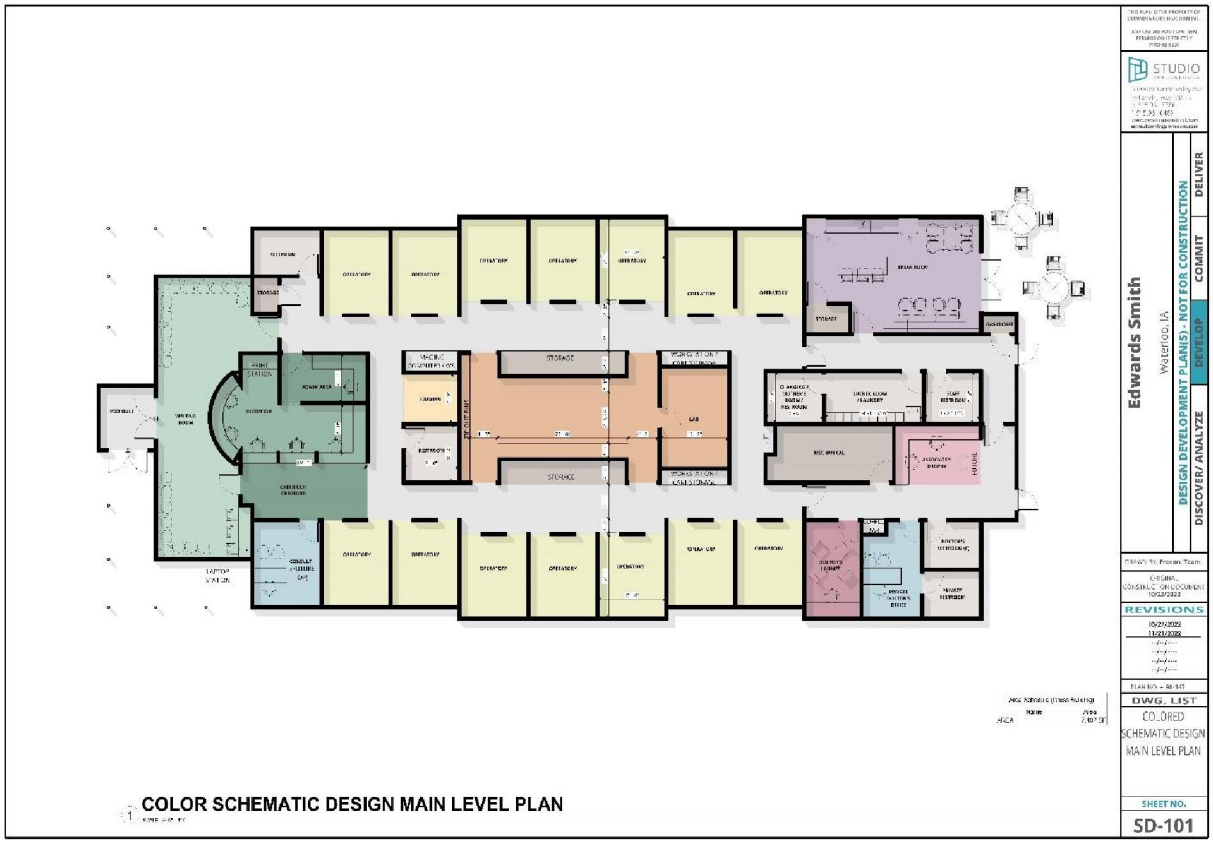
	District.
Neighborhood Impact:	The proposed building will be one story and would match the surrounding area as Cedar Valley Oral Surgery, and other medical offices are located just to the west of the proposed professional office, and Kimball and Beecher Dentistry and other office uses are located approximately 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:

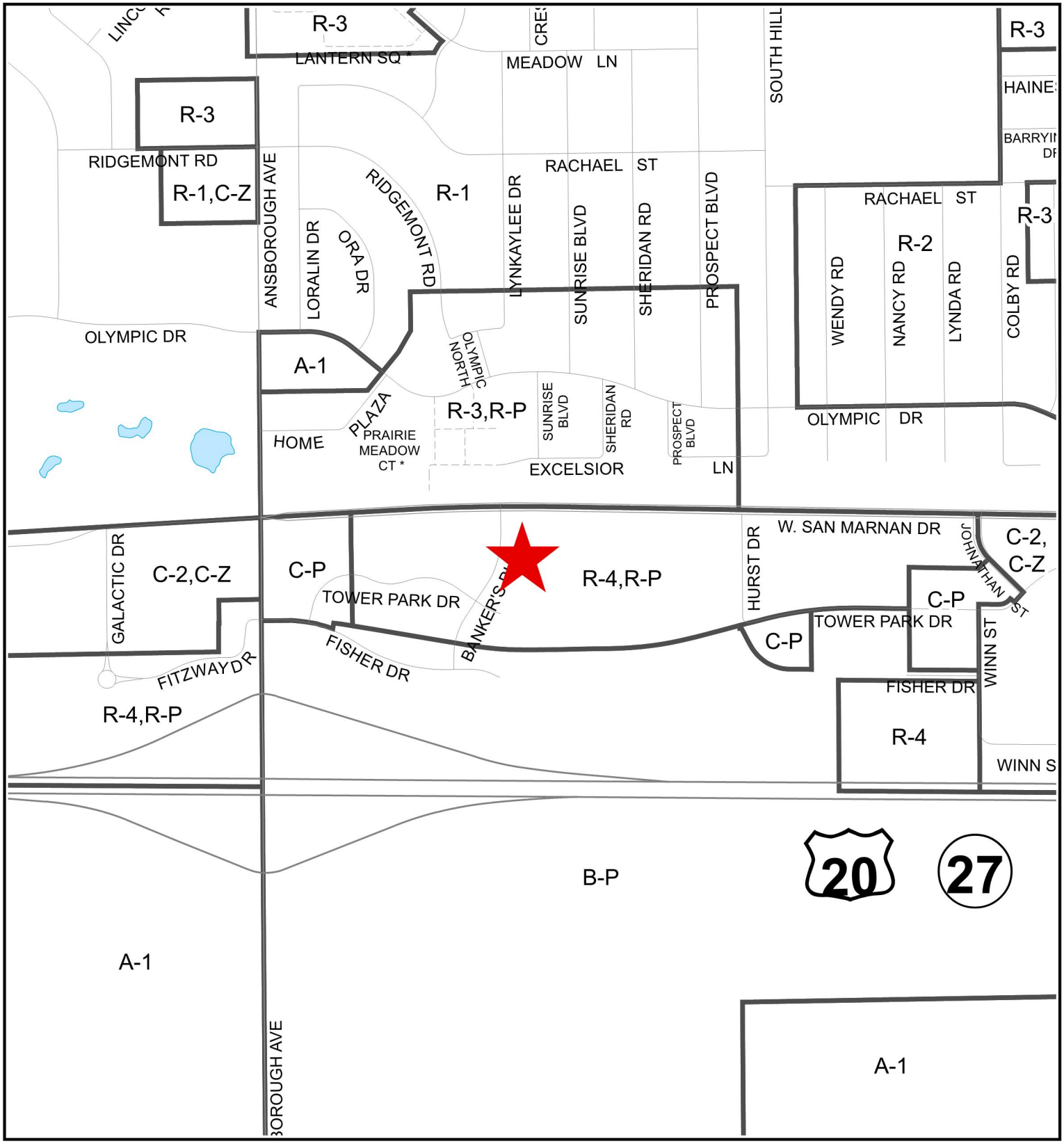
Therefore, staff recommends that the request by Downing Construction on behalf of Smith Family Dentistry for a Site Plan Amendment to construct a new 7,407 square foot dentist office in the “R-4, R-P” Planned Residence District located east of 4020 Bankers Blvd, be approved for the following reasons:

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



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.

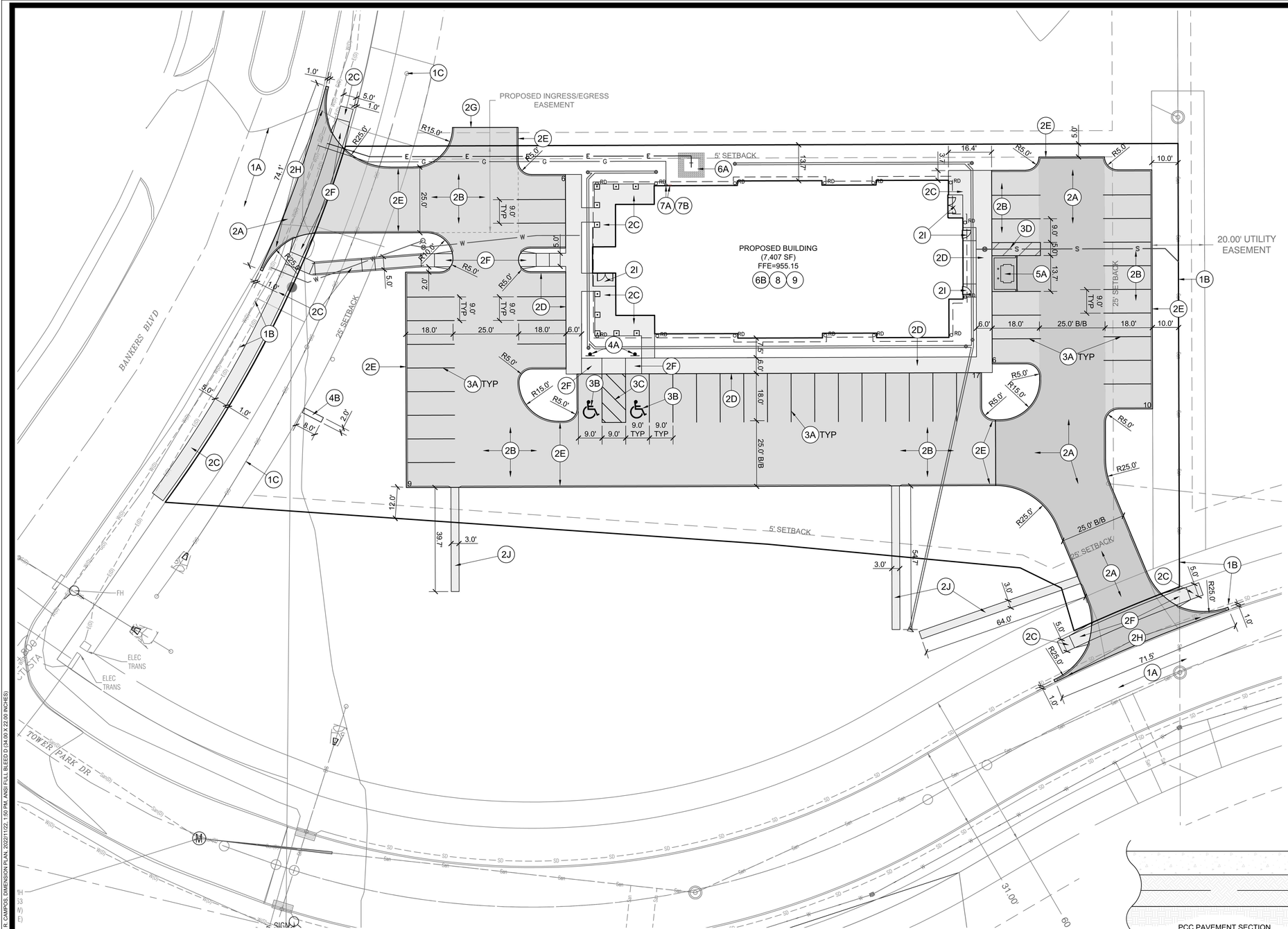
7. GAS AND ELECTRIC SERVICE. COORDINATE WITH UTILITY PROVIDER PRIOR TO CONSTRUCTION.
   A. PROPOSED GAS AND ELECTRIC METER LOCATION. COORDINATE WITH ARCHITECTURAL AND MECHANICAL PLANS PRIOR TO CONSTRUCTION.
   B. COORDINATE GAS AND ELECTRIC SERVICE WITH UTILITY PROVIDER PRIOR TO CONSTRUCTION.

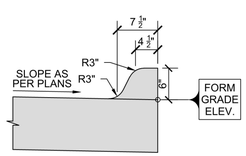
8. CONTRACTOR TO COORDINATE ALL TELEPHONE, COMMUNICATION, CABLE AND OTHER UTILITIES WITH FRANCHISE UTILITY OWNERS PRIOR TO CONSTRUCTION.

9. PROPOSED BUILDING - REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR DETAILS.

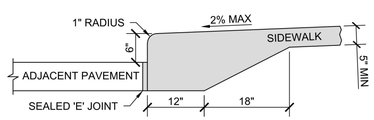
PAVEMENT LEGEND

- 5" PCC SIDEWALK
- 6" PCC PAVEMENT
- 7" PCC PAVEMENT

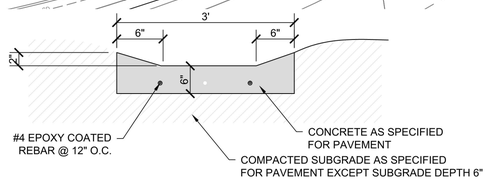




1 C200 **6-INCH STANDARD CURB**
NO SCALE



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

DIMENSION PLAN

WATERLOO, IOWA

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

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.

City Council Meeting: 1/3/2023
Prepared: 12/21/2022

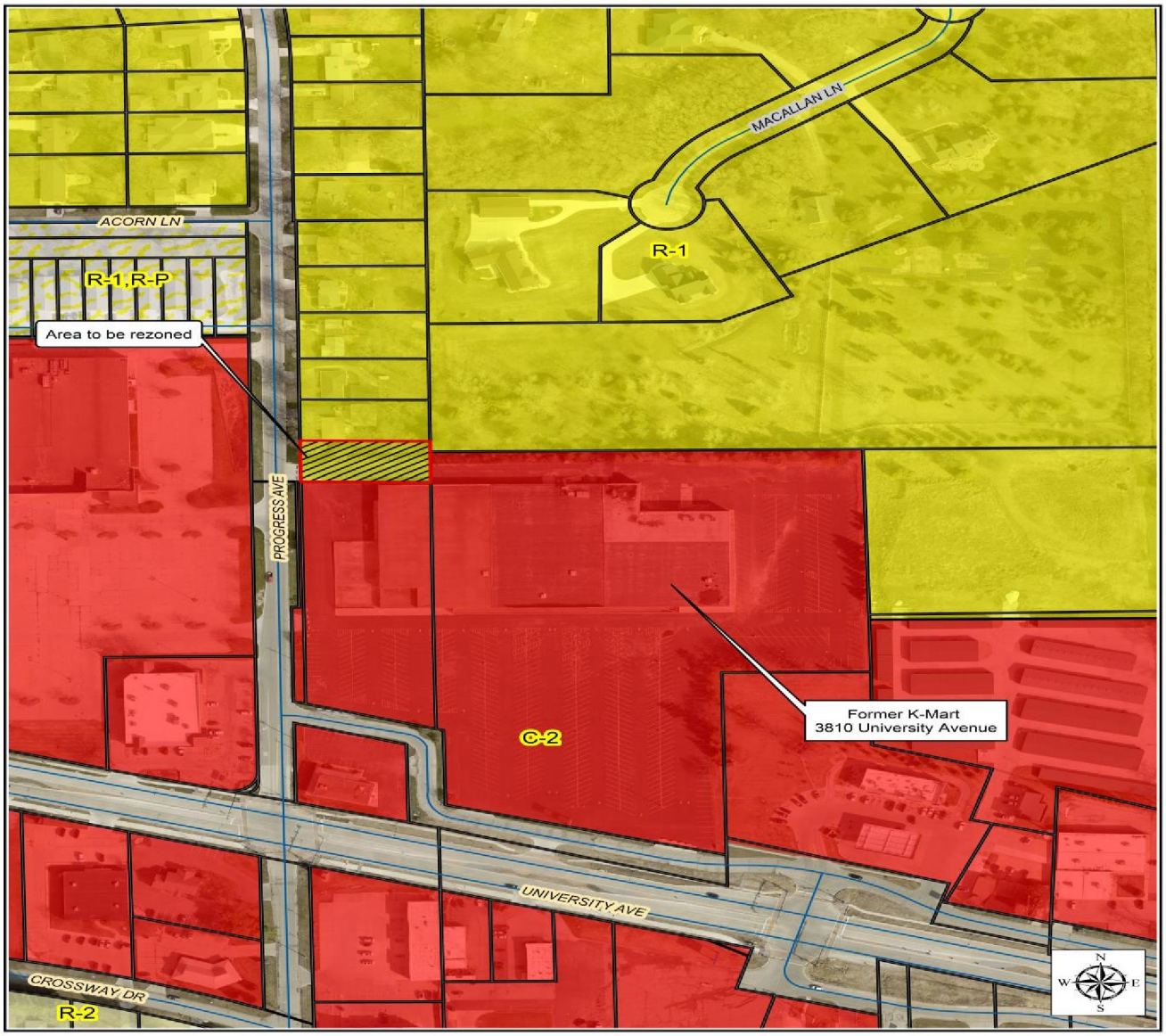
ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Transmitted herewith is a 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. 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.



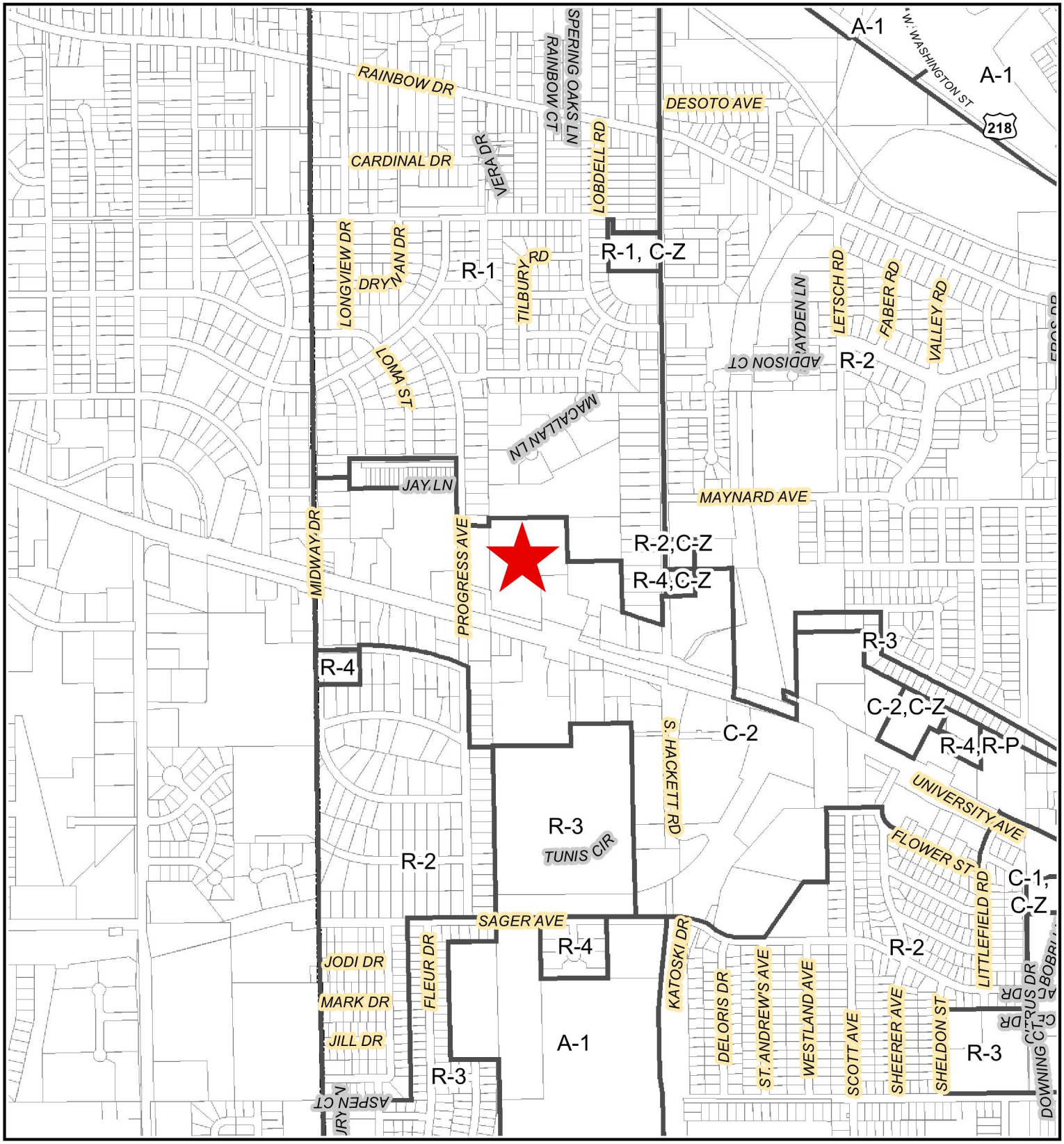
Picture 1: Lot to be rezoned.



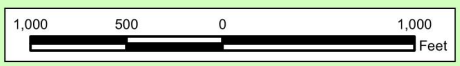
Picture 2: Lot to be rezoned and adjacent property with home.

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



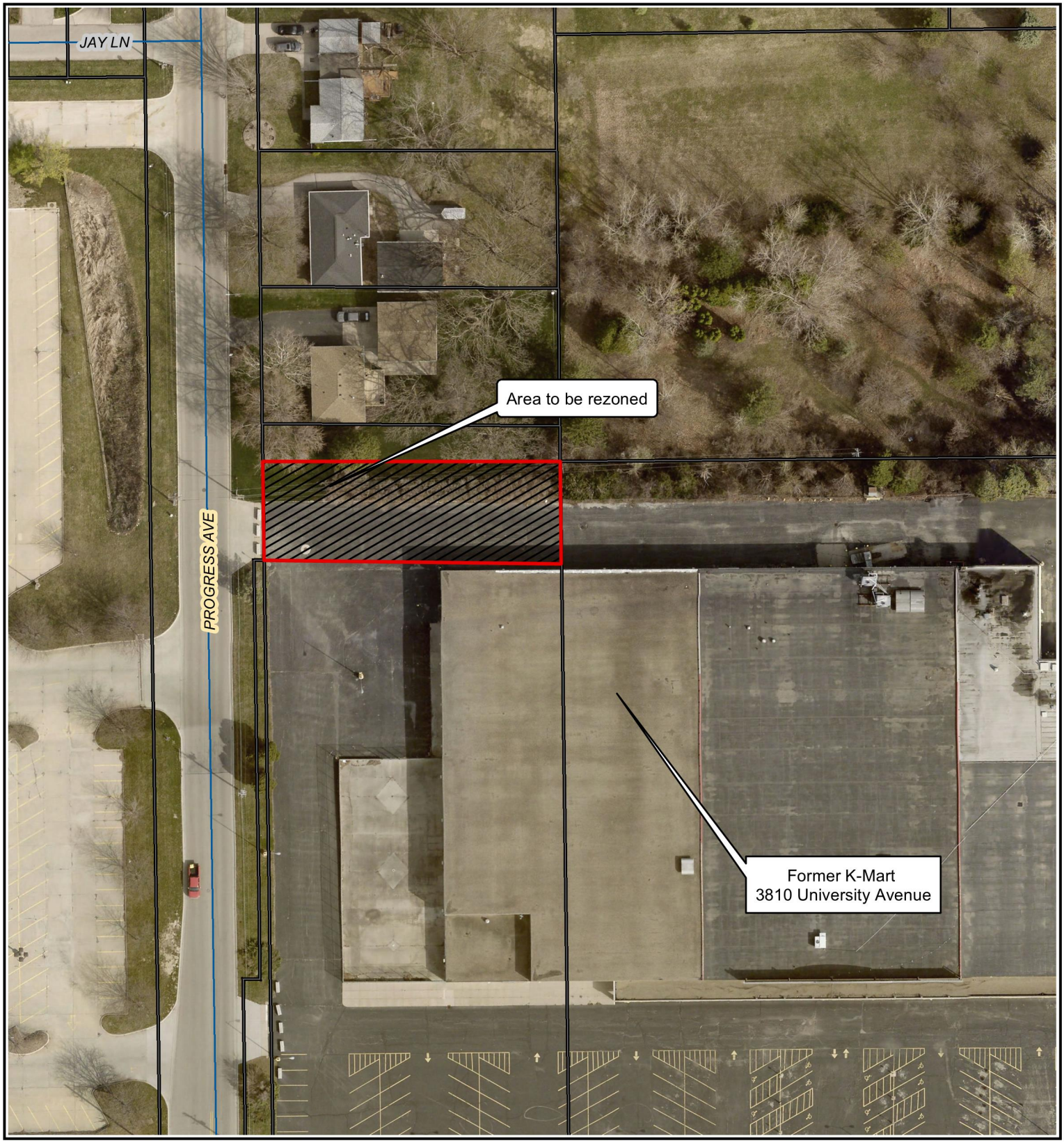






Adjacent to 3810 University Avenue
Rezone from "R-1" to "C-2"
Mann Road Storage, LLC

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

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

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.

City Council Meeting: 1/3/2023
Prepared: 12/27/2022

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

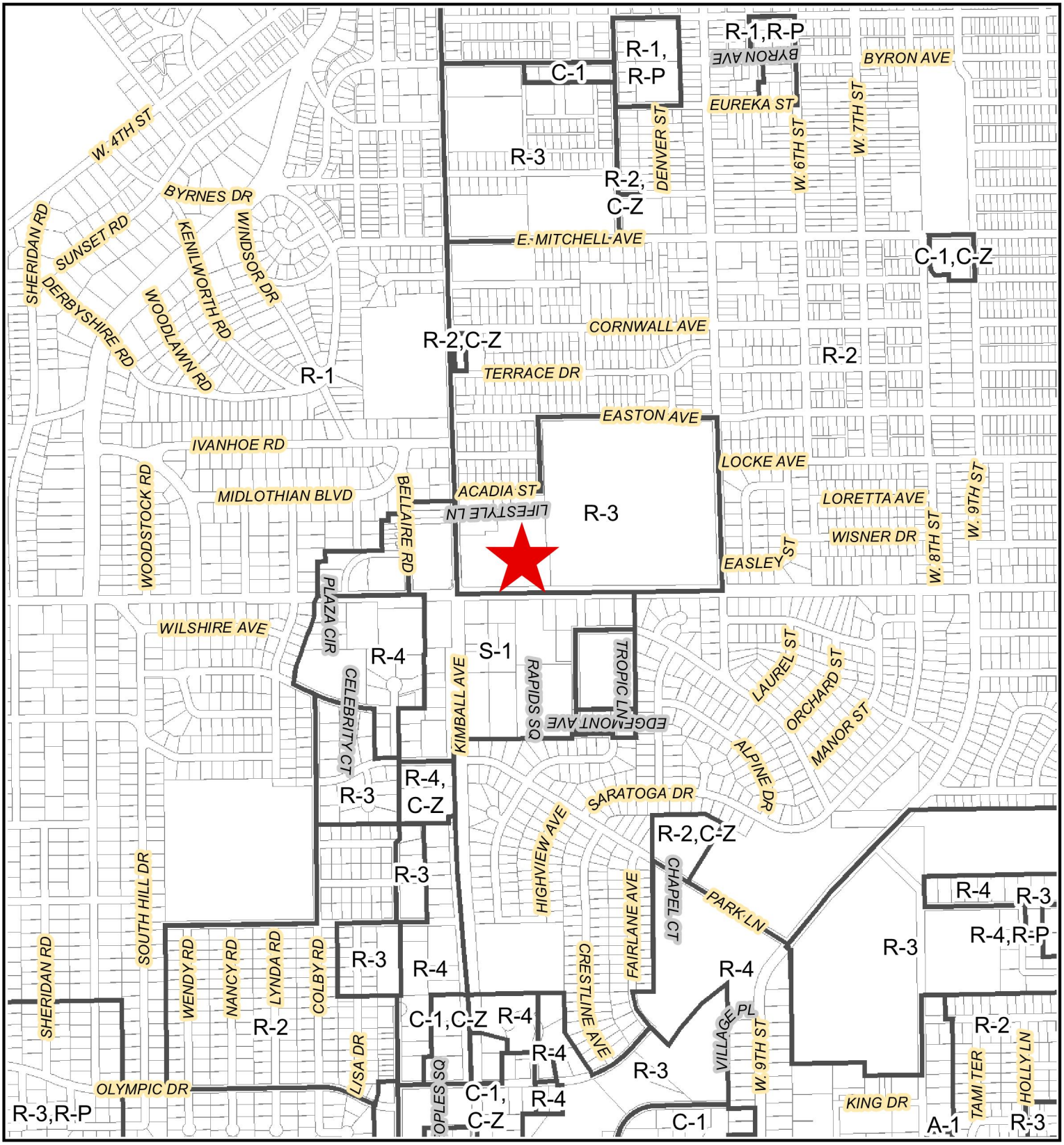
SUBJECT:	Resolution setting date of public hearing as January 17, 2023 to approve the request by C10 Investments, LLC, to vacate a utility easement adjacent to the Ridgeway Avenue right-of-way located east of 115 East Ridgeway Avenue, in the "S-1" Shopping Center District, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Transmitted is a request to set the 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. 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 vacate 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 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

Neighborhood Impact:	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.

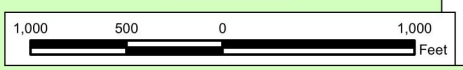
REQUEST:	Request by C10 Investments, LLC, to vacate a utility easement in the “S-1” Shopping Center District located east of 115 East Ridgeway Avenue.
APPLICANT(S):	C10 Investments, LLC, attn.” Jeff Stickfort, 3759 Ranchero Road, Cedar Falls, Iowa 50613.
GENERAL DESCRIPTION:	The applicant is requesting 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



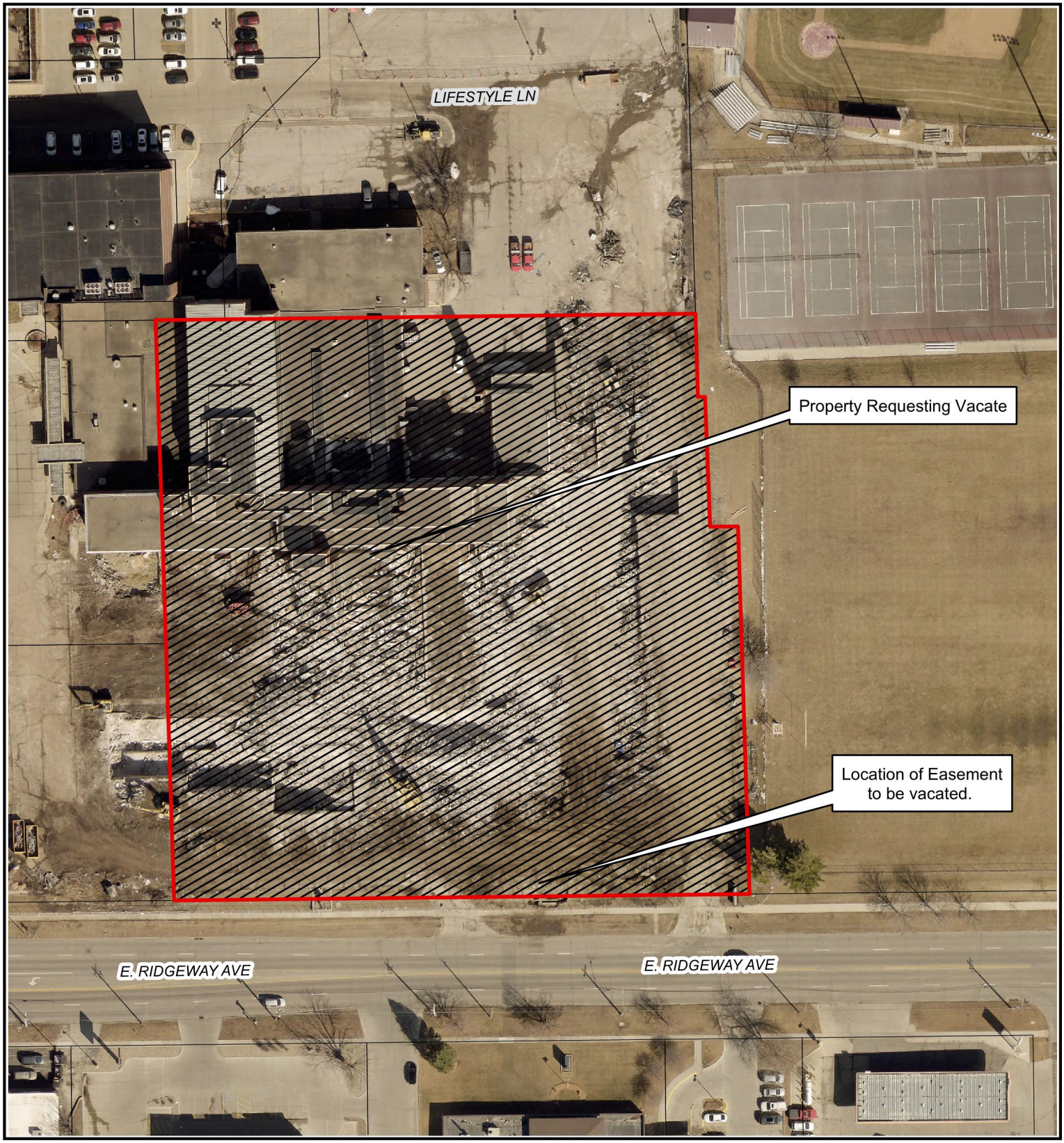






East of 115 Ridgeway Avenue
Easement Vacate
C10 Investments, LLC

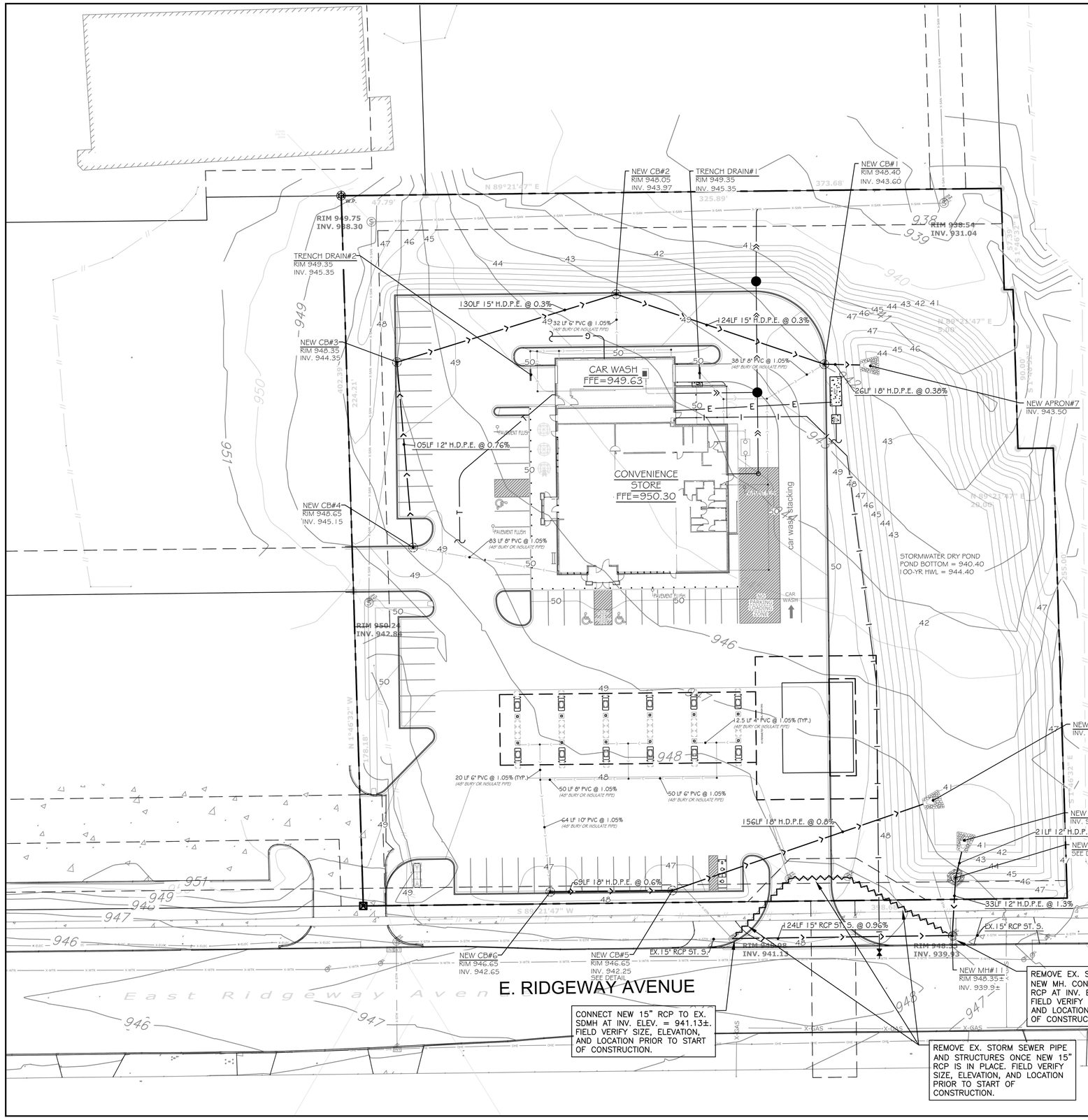
City of Waterloo Planning, Programming and Zoning Commission
January 10, 2023



N
W E
S

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

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
PROFESSIONAL ENGINEER
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

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

City Council Meeting: 1/3/2023
Prepared:

ATTACHMENTS:

	Description	Type
	Exhibit A (Approvals)	Backup Material

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

APPROVED	
AIKEY AUTO SALVAGE	1420 W AIRLINE HWY
A-LINE EDS, INC	808 DEARBORN AVE
A-LINE IRON & METALS	1500 DAVID ST
ALTER METAL RECYCLING	1500 W AIRLINE HWY
CAN-AM AUTO SALVAGE	1117 SHEFFIELD AVE
CAN-AM AUTO SALVAGE	1041 SHEFFIELD AVE
KING AUTOMOTIVE	275 RAMPART LANE
NEW DEAL AUTO SALVAGE	612 POWER ST
PAT'S AUTO SALVAGE	1000 LOWELL AVE
PAT'S AUTO SALVAGE	945 LOWELL AVE
PLUM'S AUTO, LLC	2636 WCF & N DR
QUAILS AUTO SALVAGE	202 GLENDALE ST
R'S RECYCLING	110 COURT AVE
VIC FULLER SALVAGE	950 SHEFFIELD AVE
WATERLOO AUTO PARTS	1501 GRANDVIEW AVE
WATERLOO AUTO PARTS	1524 GRANDVIEW AVE
WEEKLEY'S RECYCLING	105 DUNHAM PLACE
WILBER AUTO BODY	212 W 9TH ST

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 1/3/2023
Prepared:

ATTACHMENTS:

	Description	Type
	Exhibit A (Denials)	Backup Material

SUBJECT: Motion to deny Recycling Yard License Applications as listed in Exhibit A.

Submitted by: Submitted By:

DENIED	
KEVIN'S AUTO SERVICE	953 FULTON ST
LITZKOW AUTO RECYCLERS	1720 BLACK HAWK RD
TOURNIER RECYCLERS	900 FULTON ST

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 1/3/2023
Prepared: 12/28/2022

ATTACHMENTS:

	Description	Type
	Job Description	Backup Material

SUBJECT:	Motion to approve the appointment of Dejana Van Gundy to the position of Records Clerk II in the Police Department, effective January 4th 2022.
Submitted by:	Submitted By: Aaron McClelland, Captain

PERSONNEL REQUISITION FORM

Check as applicable: To start recruiting or civil service process and/or ☒ to fill a vacancy
X☐ Active Civil Service List Expires: Will be exhausted after this hire

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

****

Position Title: Clerk (Records Clerk) Department: Waterloo Police Department

Reports To: Police Chief Work Location: City of Waterloo

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
Non-bargaining Position: ☐ Yes ☐ No
Bargaining Group: TEAMSTERS

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: Kashaunda Mhoon
(Specify name of former incumbent)

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

Date incumbent terminated employment/final payout: Chase and Boesen will be transferring to another city department.

Anticipated start date: 1/3/2023 No. of hours/week: 40 Work schedule: 5/2

Annual salary requirements: $51,833.60 is position budgeted for this and future FYs? ☒ Yes ☐ No

If no, how will position be funded? _____

Justification of need for position: On 11/28/22 Kasaunda Mhoon resigned from the Waterloo Police Records Division. This will leave one vacancy in our records division. This division is responsible for records management, case management and reporting for every case the police department works. This is a vital role that needs to be filled as soon as possible. The department is funded for four (4) positions.

What are the likely consequences if the position is not filled? The duties would fall on the only TWO Clerks working in records and cause mandatory overtime and possible burn out.

APPROVALS

Approved subject to the following conditions: _____

Submitting Department Head	Date	Mayor	Date
Chief Financial Officer	Date	Human Resources Director	Date

CITY OF WATERLOO

Council Communication

Logan Avenue (US 63) from Donald Street to Newell Street Traffic Adaptive System, Iowa DOT Grant Project No. ICAAP-SWAP-8155(781)--SH-07.

City Council Meeting: 1/3/2023
Prepared: 12/21/2022

ATTACHMENTS:

	Description	Type
	Bid Tab	Backup Material
	Contract	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of Public Hearing. HOLD HEARING - No comments on file. Motion to close hearing and receive and file oral and written comments. Resolution confirming approval of plans, specifications, form of contract, and authorizing to proceed. Motion to receive, file, and instruct the City Clerk to read bids. 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.
Submitted by:	Submitted By: Mohammad Elahi, Interim Traffic Operations Director
Recommended Action:	Hold Hearing Award Contract
Summary Statement:	This project compliments the existing adaptive system on US 63 (existing is from Jefferson Street to Dane Street)
Expenditure Required/Source of Funds:	$162,450.00 Construction $23,000 Engineering $112,392.00 federal grant 805 plus 20% Local Match match and remainder by G.O. bond Funds

IOWADOT

Contracts and Specifications Bureau

Call Order: 351
Contract ID: 07-8155-781
Primary County: BLACK HAWK
Letting Date: November 15, 2022 10:00 A.M.
DBE Goal: 0.0%
Letting Status: AWARDED
Awarded Vendor: K & W ELECTRIC, INC.
Contract Period: Start Date: 09/18/23 30 Working Days

Project Information:

Project:	ICAAP-SWAP-8155(781)--SH-07	WorkType:	TRAFFIC SIGNALS
County:	BLACK HAWK	Prj Awd Amt:	$162,450.00
Route:	LOGAN AVENUE		
Location:	In the city of Waterloo, On US 63 S, from Donald St S 1.0 miles to Newell St S14 T89 R13		

Project(s) and Vendor Ranking

Call Order: 351
Contract ID: 07-8155-781
Primary County: BLACK HAWK
Letting Date: November 15, 2022 10:00 A.M.
DBE Goal: 0.0%
Letting Status: AWARDED
Awarded Vendor: K & W ELECTRIC, INC.
Contract Period: Start Date: 09/18/23 30 Working Days

Rank	Vendor ID	Vendor Name	Total Bid	Percent Of Low Bid
1	K.100	K & W ELECTRIC, INC.	$162,450.00	100.00%
2	VO080	VOLTMER, INC.	$196,463.00	120.94%
3	PR175	PRICE INDUSTRIAL ELECTRIC, INC.	$278,500.00	171.44%

Tabulation of Construction and Material Bids

Call Order: 351 Contract ID: 07-8155-781 Primary County: BLACK HAWK

Letting Date: November 15, 2022

Line No / Item Number / Item Description / Alt Set / Alt Member	Quantity and Units	(1) K & W ELECTRIC, INC. Unit Price	(1) K & W ELECTRIC, INC. Ext Amount	(2) VOLTMER, INC. Unit Price	(2) VOLTMER, INC. Ext Amount	(3) PRICE INDUSTRIAL ELECTRIC, INC. Unit Price	(3) PRICE INDUSTRIAL ELECTRIC, INC. Ext Amount
SECTION: 0001 TRAFFIC SIGNAL ITEMS					Cat Alt Set:	Cat Alt Member:	
0010 2525-0000100	(1) LS	157,000.00000	157,000.00	183,563.00000	183,563.00	250,000.00000	250,000.00
TRAFFIC SIGNALIZATION							
0020 2528-8445110	(1) LS	3,000.00000	3,000.00	10,500.00000	10,500.00	15,000.00000	15,000.00
TRAFFIC CONTROL							
0030 2533-4980005	(1) LS	2,450.00000	2,450.00	2,400.00000	2,400.00	13,500.00000	13,500.00
MOBILIZATION							
Section Totals:			$162,450.00		$196,463.00		$278,500.00
Contract Item Totals			$162,450.00		$196,463.00		$278,500.00
Contract Time Totals							
Contract Grand Totals			$162,450.00		$196,463.00		278,500.00

( ) indicates item is bid as Lump Sum

CONTRACT

Letting Date: Nov 15, 2022 **Contract ID:** 07-8155-781 **Call Order No.:** 351

County: BLACK HAWK **Project Engineer:** CITY OF WATERLOO, CITY CLERK

Cost Center: 631000 **Object Code:** 890 **DBE Commitment:** $0.00

Contract Work Type: TRAFFIC SIGNALS

This agreement made and entered by and between the Contracting Authority,

CITY OF WATERLOO

and Contractor,

K & W ELECTRIC, INC.

Vendor ID: K.100 City: CEDAR FALLS State: IA

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed herein, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto.

Contractor, for and in considerations of $ 162,450.00 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set fourth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Contract Time of this Contract and assigned Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

For Federal-Aid Contracts the Contractor certifies that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the contract.

Contract Project(s)

Contract ID: 07-8155-781 **Call Order No.:** 351
Letting Date: Nov 15, 2022

Project Number: ICAAP-SWAP-8155(781)--SH-07 **County:** BLACK HAWK
Project Work Type: TRAFFIC SIGNALS **Accounting ID:** 38964
Location: In the city of Waterloo, On US 63 S, from Donald St S 1.0 miles to Newell St S14 T89 R13
Route: LOGAN AVENUE
Non-Federal Aid - Predetermined Wages are not in Effect

Contract Time

Contract ID: 07-8155-781 **Call Order No.:** 351
Letting Date: Nov 15, 2022

Site ID	Site Details				Liquidated Damages
00	Late Start Date	09/18/2023	30	WORK DAYS	$1,000.00

.

(*) - Indicates Cost Plus Time Site. See Schedule of Items for Cost Per Unit

Notes

Contracts ID: 07-8155-781
Call Order No.: 351
Letting Date: Nov 15, 2022

Notes :

There are no notes for this contract.

Contract Addenda

Contract ID: 07-8155-781 **Call Order No.:** 351
Letting Date: Nov 15, 2022

No Addenda for this Contract.

Contract Specifications List

Contract ID: 07-8155-781 **Call Order No.:** 351
Letting Date: November 15, 2022

Note	Description
001.2015	*** STANDARD SPECIFICATIONS -- SERIES 2015 *** The Iowa Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications AND Special Provisions shall apply to construction work on this contract.

Contract ID: 07-8155-781 **Call Order No.:** 351
Letting Date: November 15, 2022

005.15015.01 *** REVISIONS TO GS-15015 ***

1102.19, B, 2, Equal Employment Opportunity.

Replace the Article:
In hiring and employment practices, the absence of discrimination on the basis of race, religion, sex, sexual orientation, gender identity, color, national origin, age, disability, or other protected classification under Federal, state, or local law.

1102.19, B, 8, Segregated Facilities.

Replace the Article:
Employee facilities that are separated on the basis of race, religion, color, national origin, age, sex, sexual orientation, gender identity, or disability either by explicit directive or by fact because of habit, local custom, or any other reason. Examples of such facilities include, but are not limited to, the following: waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities. An exception to this definition is the provision of special accommodations, such as handicapped parking spaces, to make the workplace more accessible for those who are disabled. Separate or single-user restrooms and necessary dressing or sleeping areas are also allowed to assure privacy between sexes.

1102.19, C, 1, The EEO/AA Operating Statement.

Replace the first sentence:
It is the policy of this Company to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability.

1102.19, F, Personnel Actions.

Replace the first sentence:
Wages, working conditions, employee benefits, and personnel actions of every type including hiring, upgrading, promotion, transfer, demotion, layoff, and termination shall be made without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

1102.19, D, 1, d.

Replace the second and third sentences:
The number of trainees will be determined by using the previous 3 year average of

Contract ID: 07-8155-781 **Call Order No.:** 351
Letting Date: November 15, 2022

	work actually performed by the Contractor including all prime and subcontract work on projects let by the Department. The Contractor shall provide the following number of trainees while under contract on projects let by the Department: 1108.02, E, 4. Replace the Article: Working days will not be charged for Saturdays, Sundays, and recognized legal holidays the Contractor does not work. Working days will be charged for Sundays and recognized legal holidays the Contractor does work.
500.07.2022	*** WINTER WORK *** Winter work will be allowed during the winter of 2022/2023. No working days will be charged between November 15, 2022 and April 1, 2023.
500.2023	*** NO WINTER FREE TIME *** The free time allowed between November 15 and April 1 will not be permitted on this project during the winter of 2023-2024. The Contractor shall work during the winter on all working days as defined in article 1101.03 'working day'.
GS-15015	GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION

Contract Schedule

Contract ID: 07-8155-781

Awarded Vendor: K.100 K & W ELECTRIC, INC.

SECTION 0001 **TRAFFIC SIGNAL ITEMS** **$162,450.00**

Alt Set ID: **Alt Mbr ID:**

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	2525-0000100 TRAFFIC SIGNALIZATION	LUMP SUM				157,000.00
0020	2528-8445110 TRAFFIC CONTROL	LUMP SUM				3,000.00
0030	2533-4980005 MOBILIZATION	LUMP SUM				2,450.00
			Total Bid:			**$162,450.00**

Doc Express® Document Signing History

Contract: 07-8155-781 Document: BO 351 07-8155-781 221115 CONTRACT

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

Date	Signed By
	(Signed by Contractor)
	(Local Public Agency Views and Signs Performance Bond)
	(Local Public Agency Signs Contract)
	(Checked by Contracts and Specifications Bureau)
	(Signed by Contracts and Specifications Bureau)
	(Marked Completed by Contracts and Specifications Bureau)

CITY OF WATERLOO

Council Communication

Resolution directing filling Ward 4 City Council vacancy by appointment.

City Council Meeting: 1/3/2023
Prepared: 12/12/2022

ATTACHMENTS:

	Description	Type
🗋	Resolution as proposed	Backup Material
🗋	Application	Backup Material

SUBJECT: Resolution directing filling Ward 4 City Council vacancy by appointment.

Submitted by: Submitted By: Kelley Felchle, City Clerk

Prepared by Kelley Felchle, City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4323.

RESOLUTION NO. 2022-XXX

RESOLUTION DIRECTING FILLING WARD 4 CITY COUNCIL VACANCY BY APPOINTMENT.

WHEREAS, Jerome Amos, Jr. was elected to the office of City Council Ward 4 for a term expiring on December 31, 2023, and

WHEREAS, on November 18, 2022, Jerome Amos, Jr. submitted written notice of his resignation effective January 4, 2023, and

WHEREAS, the City Council has considered the alternatives to fill the position available under Iowa Code Section 372.13(2) and has elected to fill the remaining unexpired term of said elective office by appointment, and

WHEREAS, this resolution shall set forth the process which shall fill the vacancy by appointment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, that the City Clerk shall give notice to the County Auditor in writing of the intent to fill the office by appointment, publish notice of filling the vacancy by appointment pursuant to Iowa Code Section 362.3, and that the appointment process shall be as follows:

Section 1. Individuals seeking the position shall complete an application, which generally includes contact information, employment information, a questionnaire, and requires the applicant submit a resume and collect twenty-four (24) signatures of residents of Ward 4 to support the application. Applications shall be due to the Office of the City Clerk no later than 5:00 p.m. on January 3. The City Clerk shall reject any application received after the deadline.

Section 2. The City Clerk shall make available a form for residents of Ward 4 to submit applicant interview questions. City Council members shall submit interview questions to the City Clerk. The City Clerk shall work with the Mayor to compile a list of ten (10) to twenty (20) interview questions based on submissions from Ward 4 residents and City Council.

Section 3. City Council shall meet in Special Session on January 9, 2023 at 5:30 p.m. in the Harold E. Getty Council Chambers to interview applicants. Interviews shall be aired live on the Waterloo Cable Access Channel and YouTube. The public is encourage to attend the meeting but the City Council shall not allow public comment during the interviews. Each applicant shall be asked the same interview questions. Applicants waiting to be interviewed shall wait in the First Floor Conference Room, City Hall, until summoned for their interview.

Section 4. If additional time is needed for interviews, the City Council shall meet in Special Session on January 11, 2023 at 5:30 p.m. in the Harold E. Getty Council Chambers to interview candidates. The interviews shall follow the same process listed in Section 3.

Section 5. City Council shall meet in Special Session on January 12, 2023 at 5:30 p.m. in the Harold E. Getty Council Chambers to nominate a candidate. The nomination process shall be as follows:

a. The agenda shall list a motion that reads, “Motion to nominate _____ to fill the Ward 4 vacancy”.

b. A Council member shall make the motion and include the name of one of the applicants in the motion.

c. Any motion that fails to receive a second shall die. The applicant's name shall not be put forth in a motion again unless all applicants on the list fail to receive a second. If a motion fails due to a lack of a second, a Council member shall then move to nominate a different applicant from the list.

d. If the motion receives a second it shall be put to a vote immediately without debate.

e. The vote shall pass if it receives five (5) affirmative votes in favor of the motion.

f. The meeting shall adjourn following an affirmative vote.

Section 6. The City Council shall meet in Regular Session on January 17, 2023 at 5:30 p.m. in the Harold E. Getty Council Chambers to swear in the nominated applicant as the Ward 4 City Council member.

PASSED AND ADOPTED this 19th day of December 2022.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

SEAL



CITY OF WATERLOO IOWA

Community of Opportunity

WATERLOO CITY COUNCIL VACANCY APPLICATION

Instructions: Complete the application below. Include additional sheets of paper if necessary. Deadline to apply is no later than 5:00 p.m. on Tuesday, January 3, 2023. Any application received after the deadline will be rejected. In addition to the application, include a resume and collect signatures of 24 eligible voters that reside in Ward 4 to support your application.

Submission: Send completed applications to the Office of the City Clerk, First Floor of City Hall, 715 Mulberry Street, Waterloo, IA 50703 or email applications to clerk@waterloo-ia.org. Any application received after the deadline will be automatically rejected.

Name: _____ Date: _____

Address: _____

Phone: _____ Email: _____

Current Employer: _____

There are several statutory requirements to be a member of the Waterloo City Council. Please check all boxes applicable to you:

____ U.S. Citizen ____ Reside within Ward 4 ____ 18 years of age or older

____ Eligible to vote

1. Why do you want to represent Ward 4 on the Waterloo City Council?

2. What are your goals and priorities for Ward 4?

3. From your conversations with residents of Ward 4, what do you believe are the top three challenges facing Waterloo?

4. What does equity mean to you?

5. List current membership in community organizations and leadership positions held.

6. Briefly explain the experiences or qualifications that you would bring to the Waterloo City Council.

7. Briefly explain your understanding of the role of a Waterloo City Council member.

8. Potential conflicts of interests:

The general rule is that no persons who exercise or have exercised any functions or responsibilities with respect to federally funded activities, or who are in a position to participate in the decision-

making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a federally–assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a federally-assisted activity, or with respect to the proceeds of the federally-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Section 362.5 of the Code of Iowa generally prohibits, with certain important exceptions, a member of City Council from having an interest in a City contract.

Please identify any potential conflicts between membership on City Council and your personal interests, including financial interests and your duties to an employer. List all businesses in which you or your spouse/domestic partner has an ownership interest (for example, sole proprietor, partner, 5% or more of corporation's stockholdings). Please contact the City Attorney at 319-291-4327 to discuss questions or concerns regarding a potential conflict of interest.

9. Enclose current resume.

10. Collect signatures of 24 eligible voters that reside in Ward 4 to support your application. Applicants are required to use the form provided on page 4 of this application.

11. Submission: If there are a large number of applicants, the Waterloo City Council may select a smaller number of finalists. By submitting this application, and if selected as a finalist, you are committing to attend a special session at 5:30 p.m. on Monday, January 9, 2023 for a public interview.

_____

Signature

WATERLOO CITY COUNCIL VACANCY APPLICATION APPOINTMENT NOMINATION SIGNATURES

Applicant Information

Name: _____ Address: _____

Office Sought: _____ Ward: _____

Application Support Signatures

We, the undersigned eligible electors of the appropriate city and ward, in the district established by law, and the State of Iowa, hereby support the applicant listed on this form. If the applicant named above accepts the appointment, we believe the candidate is or will be a resident of the appropriate district established by law as required by law. We further acknowledge this applicant is seeking to fill a vacancy on the Waterloo City Council.

SIGN YOUR NAME	HOUSE NUMBER AND STREET	CITY	DATE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
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10.			
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22.			
23.			
24.			

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 1/3/2023
Prepared: 12/21/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material
Deed of Dedication	Backup Material
Certificate of Survey	Backup Material
Petition and Waiver	Backup Material
Contract	Backup Material
Engineering Letter	Backup Material

SUBJECT:

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.

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Recommended Action:

The Planning and Zoning Commission unanimously recommended approval of the Final Plat request at their meeting on December 13, 2022.

Therefore, staff recommends that the final plat for Edison Addition be approved for the following reasons:

1. The plat would not appear to have a negative impact on the surrounding area.
2. The plat would not appear to have a negative impact on traffic conditions in the area.
3. The plat will create an additional infill development site in the Primary Growth Area.

The applicant is requesting to plat the property in question for the purpose of creating a 32-lot residential subdivision for single-family homes, located west of 420 Harwood Avenue.

North – Residential Development, zoned "R-2, One and Two-Family Residence District
South – Vacant Land and Commercial Development, zoned "C-1" Neighborhood Commercial District and "C-1, C-Z" Conditional Zoning District.
East – Commercial Development, zoned "C-1" Neighborhood Commercial

Summary Statement:

District and residential development zoned “R-2” One and Two-Family Residence District.
West – Commercial Development, zoned “C-1” Neighborhood Commercial District and residential development zoned “R-2” One and Two-Family Residence District.

The applicant is requesting a final plat for former Edison Elementary School site that was demolished in 2017. Currently, the site is zoned “R-1,R-P” Planned Residence District and “C-P” Planned Commercial District and has been zoned as such since May 9, 2011. When the City took possession of the property, the area was rezoned to encourage infill of single-family homes, and commercial along Falls Avenue. The final plat is proposing 32 single family homes. The 2.2+ acre park on the northeast corner is excluded from the plat, as is the future commercial lots along Falls Avenue.
The residential layout is unique given the footprint of the former school, locations of the infrastructure, previous platted lots, and desire to include a park within the area to replace one that existed when it was a school.
As such, Lots 1-11 will have entrance to their lots by an improved and named alley, Coral Drive, (26’ wide) from the west. This is an existing alley that will be hard surfaced and enlarged. The lots will face the park and public walkway, but will be addressed and accessed from Coral Drive.
Lots 12-21 and 22-32 will have a new named alley (Axelwood Drive), for primary access from the rear, Lots 22-32 also abut Magnolia Parkway. Lots 12-16 will also have frontage on Evergreen Avenue, but 17-21 only have frontage from the new alley (Axelwood Drive). The existing and new alley will be named for addressing purposes for a portion of the lots. The new alley will be 26’ wide, and paved, to accommodate garbage truck pickup, snow plows, and emergency vehicles.
The overall design is similar to houses built on Acorn Lane in 2006, in that development the vehicular entrance is to the rear only. There are other older areas of town with similar setups, such as Home Park Boulevard as one example. The design layout is to accentuate the park design, matchup with previously platted lot locations and infrastructure placements, and create an aesthetically pleasing new infill neighborhood. There will be four large oak trees preserved with this design.
The 32 single-family home lots will stay in character and size with the existing residential properties in the area which are made up primarily of one-story and one-and-a-half-story homes.
The Planning, Programming and Zoning Commission voted to recommend approval of the request for a site plan amendment at their January 11, 2022 meeting, and it was approved by the City Council on February 21, 2022.
The Planning, Programming and Zoning Commission approved the request for a preliminary plat at their May 10, 2022 meeting, and it was approved by the City Council on June 6, 2022.

A deed of dedication and engineer’s certificate of survey has been submitted. The submitted final plat appears to meet the guidelines as put forth by the Subdivision Ordinance.

The request would not appear to have a negative impact on the surrounding neighborhood or land use as the surrounding area is primarily single-family homes.

Neighborhood Impact:

The site is located along the west side of Magnolia Parkway, directly north of Falls Avenue, and along the east side of Evergreen Avenue and south of Bismark Avenue. Magnolia Parkway, Bismark Avenue and Evergreen Avenue are designated as local streets. Falls Avenue is classified as a collector. There currently is a sidewalk on the west side of Evergreen Avenue, the west side of Magnolia Parkway, the south side of Bismark Avenue, and on the south side of Falls Avenue. It would appear that the final plat request would not have a negative impact upon vehicular and pedestrian traffic in the area. Sidewalks will be required along all existing street frontages as the property develops (adding sidewalks to the north side of Harwood Avenue, and the east side of Evergreen Avenue). It will also eventually be added on the north side of Falls Avenue as part of a separate commercial development.

Data/Analysis and Strategies: Subdivision Ordinance

Expenditure Required/Source of Funds: None

THIS PLAT REPRESENTS A SURVEY OF PARCEL H

Lots Nos. 171 through 181 in First Addition to Galloway, that part of vacated Evergreen Avenue located between Harwood Avenue and Bismark Avenue, that part of vacated Rock Island Avenue located between Harwood Avenue and Magnolia Parkway, that part of Harwood Avenue located between Kirkwood Avenue and Evergreen Avenue, all being located in the City of Waterloo, Black Hawk County Iowa, described as follows:

Beginning at the most Westerly Southwesterly corner of said Lot 171 in said First Addition to Galloway, point being a found 1”o.d. iron pipe;
thence along the West lines of said Lots Nos. 171-181 North 00°22’52” West 440.59 feet to the Northwest corner of said Lot 181, point being a set No. 4 rebar with maroon plastic cap #21096;
thence along the North line of said Lot 181 North 89°48’18” East 125.09 feet to the Northeast corner of said Lot 181, point being a found 1”o.d. iron pipe;
thence along the South line of Bismark Avenue North 89°06’13” East 19.91 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence South 00°22’52” East 448.24 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence South 26°03’54” West 45.09 feet to the Southeasterly extension of the Southwesterly line of said Lot 171, point being a set No. 4 rebar with maroon plastic cap #21096;
thence along said Southeasterly extension and along said Southwesterly line of Lot 171 North 69°15’46” West 133.91 feet to the Point of Beginning.
Containing 1.55 acres.
Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.
Note: The West lines of said Lots Nos. 171-181 are assumed to bear North 00°22’52” West for this description.

THIS PLAT REPRESENTS A SURVEY OF PARCEL I

That part of vacated Evergreen Avenue located between the Southwesterly line of Harwood Avenue and Bismark Avenue, that parts of Lots Nos. 27

Legal Descriptions:

and 36 in Galloway Addition, Lots Nos. 28 through 35 in said Galloway Addition, that part of the vacated alley lying between said Lots Nos. 27 through 31 and Lots Nos. 32 through 36, that part of vacated Rock Island Avenue located between Harwood Avenue and Magnolia Parkway, School Lot in said Galloway Addition, that part of vacated Harwood Avenue located between Kirkwood Avenue and Magnolia Avenue; Lots Nos. 342 through 348 in said Galloway Addition, that part of the vacated alley located between said Lots Nos. 342 through 348 and Lots Nos. 409 through 415 in said Galloway Addition, that part of said Lots Nos. 409 through 415 in said Galloway Addition, all being located in the City of Waterloo, Black Hawk County Iowa, described as follows:

Beginning at the Northwesterly corner of said Lot 342, point being a found 1”o.d. iron pipe;
thence along the Northeasterly extension of the Northwesterly line of said Lot 342 North 20°39’08” East 130.03 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence Northwesterly 36.74 feet along a curve concave Westerly, having a radius of 30.0 feet, a central angle of 70°10'09”, and a long chord of North 14°25'56” West 34.49 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 19°37’08” East 9.33 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 00°23’21” West 210.0 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 89°36’39” East 147.27 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence Northeasterly 50.94 feet along a curve concave Southerly, having a radius of 64.0 feet, a central angle of 45°36', and a long chord of North 66°48'39” East 49.6 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 89°36’39” East 93.05 feet to the East line of said Lot 36, also being on the West line of said Magnolia Parkway, point being a set No. 4 rebar with maroon plastic cap #21096;
thence along said West line South 00°24’ East 188.82 feet to the Southeast corner of Lot 32 in said Galloway Addition, point being a found 1¼”o.d. iron pipe;
thence along said West line South 00°21’32” East 60.04 feet to the Northeast corner of School Lot in said Galloway Addition, point being a found 1¼”o.d. iron pipe;
thence along said West line South 00°21’32” East 98.83 feet to the Southeast corner of said School Lot, point being a found 1¼”o.d. iron pipe;
thence along the Northwesterly line of said Magnolia Parkway South 20°51’04” West 60.36 feet to the Northeasterly corner of said Lot 348, point being a found 1¼”o.d. iron pipe;
thence along said Northwesterly line South 20°37’42” West 124.62 feet to the Southeasterly corner of said Lot 348, point being a found 1”o.d. iron pipe;
thence along said Northwesterly line South 20°57’53” West 16.02 feet to the Northeasterly corner of said Lot 409, point being a found 1”o.d. iron pipe;
thence along said Northwesterly line South 20°48’05” West 4.83 feet to a set No. 4 rebar with maroon plastic cap #21096;
thence North 69°17’49” West 289.22 feet to the Northwesterly line of said

Lot 415, point being a set No. 4 rebar with maroon plastic cap #21096; thence along said Northwesterly line and along the Southeasterly line of said Evergreen Avenue and along the Northwesterly line of said Lot 342 North 20°39’08” East 145.87 feet to the Point of Beginning.
Containing 3.22 acres.
Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.
Note: The West line of said Lot 342 is assumed to bear North 20°39’08” East for this description.

REQUEST:	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.
APPLICANT:	Big Hand Pepper, LLC, 616 Clay Street, Cedar Falls, IA 50613
GENERAL DESCRIPTION:	The applicant is requesting to plat the property in question for the purpose of creating a 32-lot residential subdivision for single-family homes, located west of 420 Harwood Avenue.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request would not appear to have a negative impact on the surrounding neighborhood or land use as the surrounding area is primarily single-family homes.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The site is located along the west side of Magnolia Parkway, directly north of Falls Avenue, and along the east side of Evergreen Avenue and south of Bismark Avenue. Magnolia Parkway, Bismark Avenue and Evergreen Avenue are designated as local streets. Falls Avenue is classified as a collector. There currently is a sidewalk on the west side of Evergreen Avenue, the west side of Magnolia Parkway, the south side of Bismark Avenue, and on the south side of Falls Avenue. It would appear that the final plat request would not have a negative impact upon vehicular and pedestrian traffic in the area. Sidewalks will be required along all existing street frontages as the property develops (adding sidewalks to the north side of Harwood Avenue, and the east side of Evergreen Avenue). It will also eventually be added on the north side of Falls Avenue as part of a separate commercial development.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	The nearest trail is the University Avenue trail located three blocks to the south of the site. A wide sidewalk will be installed through the development connecting between Harwood Avenue and Bismark Avenue in what will be developed as a public park.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area is currently zoned “R-1, R-P” Planned Residence District “C-P” Planned Commercial District and has been zoned as such since it was rezoned from “R-2” One and Two-Family Residence District on May 9, 2011. Surrounding land uses and their zoning: **North** – Residential Development, zoned “R-2, One and Two-Family Residence District **South** – Vacant Land and Commercial Development, zoned “C-1” Neighborhood Commercial District and “C-1, C-Z” Conditional Zoning District. **East** – Commercial Development, zoned “C-1” Neighborhood Commercial District and residential development zoned “R-2” One and Two-Family Residence District.

	West – Commercial Development, zoned “C-1” Neighborhood Commercial District and residential development zoned “R-2” One and Two-Family Residence District.
DEVELOPMENT HISTORY:	Commercial buildings along Falls Avenue were built between 1946 and 1977. Commercial builds along Evergreen Avenue and Magnolia Parkway were built between 1929 and 1962. Nearby residential buildings were constructed between the 1910s and 1960s.
BUFFERS/ SCREENING REQUIRED:	There will be no screening required as part of the platting. Screening could occur as part of the development of commercial lots to the south, when they are developed with commercial buildings.
DRAINAGE:	The applicant will need to get a drainage plan approved through the Engineering Department.
FLOODPLAIN:	The southern portion of the property is located in Zone X (Protected by Levee) and the remaining property is not located in a special flood hazard area as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, 19013C0188F, dated July 18, 2011.
PUBLIC /OPEN SPACES/ SCHOOLS:	Edison Elementary was demolished in 2017 and in the approved site plan, 2.2 acres of the former school site is shown to be set aside as a park primarily in the northeast portion of the site with a walkway connection between Evergreen Avenue and Bismark Avenue. Fred Becker Elementary is located 1 mile to the southwest and Central Middle School is located 1 ½ mile to the southwest.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC:	There is 4” drain tile underneath Falls Avenue; an 8” water main along the north side of Falls Avenue; a 6” water main along the west side of Magnolia Parkway; an 8” sewer main and 21” storm sewer underneath Magnolia Parkway; 4” drain tile and 6” water main underneath Evergreen Avenue; a 6” water main along the south side of Harwood Avenue; and an 8” sewer main in between Evergreen Avenue and Magnolia Parkway that is approximately 150’ north of the south property line.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as Parks, Open Spaces, Hospitals, Government Facilities, Public Areas, and Airport. The site plan amendment area is located within the Primary Growth Area. However, it should be noted that when the previous Future Land Use Map was created the school was still operating at the site and there was no indication at that time that the school would be closed. The Future Land Use Map should be used as a guide. The Future Land Use Map shows the abutting areas to the west, east, and north as Low-Density Residential and the area along Falls Avenue as Commercial.



Picture 1: Looking west along the south side of the property.



Picture 2: Looking west from Magnolia Parkway and Rock Island Avenue.



Picture 3: Looking south from Bismark Avenue at area for Park.



Picture 4: Looking south from Bismark Avenue.



Picture 5: Looking northeast from the corner of Harwood Avenue and Evergreen Avenue.

STAFF ANALYSIS – ZONING ORDINANCE:

The applicant is requesting a final plat for former Edison Elementary School site that was demolished in 2017. Currently, the site is zoned “R-1,R-P” Planned Residence District and “C-P” Planned Commercial District and has been zoned as such since May 9, 2011. When the City took possession of the property, the area was rezoned to encourage infill of single-family homes, and commercial along Falls Avenue. The final plat is proposing 32 single family homes. The 2.2+ acre park on the northeast corner is excluded from the plat, as is the future commercial lots along Falls Avenue.

The residential layout is unique given the footprint of the former school, locations of the infrastructure, previous platted lots, and desire to include a park within the area to replace one that existed when it was a school.

As such, Lots 1-11 will have entrance to their lots by an improved and named alley, Coral Drive, (26’ wide) from the west. This is an existing alley that will be hard surfaced and enlarged. The lots will face the park and public walkway, but will be addressed and accessed from Coral Drive.

Lots 12-21 and 22-32 will have a new named alley (Axelwood Drive), for primary access from the rear, Lots 22-32 also abut Magnolia Parkway. Lots 12-16 will also have frontage on Evergreen Avenue, but 17-21 only have frontage from the new alley

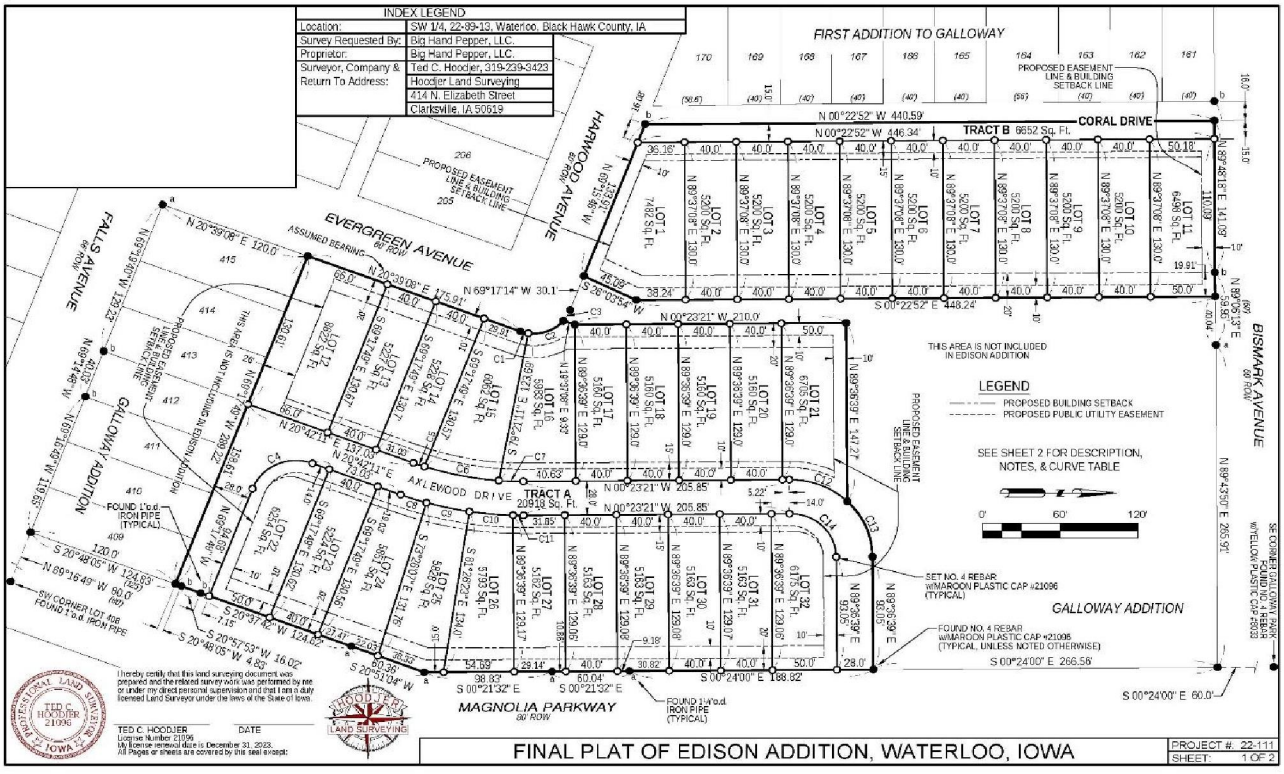
(Axelwood Drive). The existing and new alley will be named for addressing purposes for a portion of the lots. The new alley will be 26’ wide, and paved, to accommodate garbage truck pickup, snow plows, and emergency vehicles.

The overall design is similar to houses built on Acorn Lane in 2006, in that development the vehicular entrance is to the rear only. There are other older areas of town with similar setups, such as Home Park Boulevard as one example. The design layout is to accentuate the park design, matchup with previously platted lot locations and infrastructure placements, and create an aesthetically pleasing new infill neighborhood. There will be four large oak trees preserved with this design.

The 32 single-family home lots will stay in character and size with the existing residential properties in the area which are made up primarily of one-story and one-and-a-half-story homes.

The Planning, Programming and Zoning Commission voted to recommend approval of the request for a site plan amendment at their January 11, 2022 meeting, and it was approved by the City Council on February 21, 2022. The Planning, Programming and Zoning Commission approved the request for a preliminary plat at their May 10, 2022 meeting, and it was approved by the City Council on June 6, 2022.

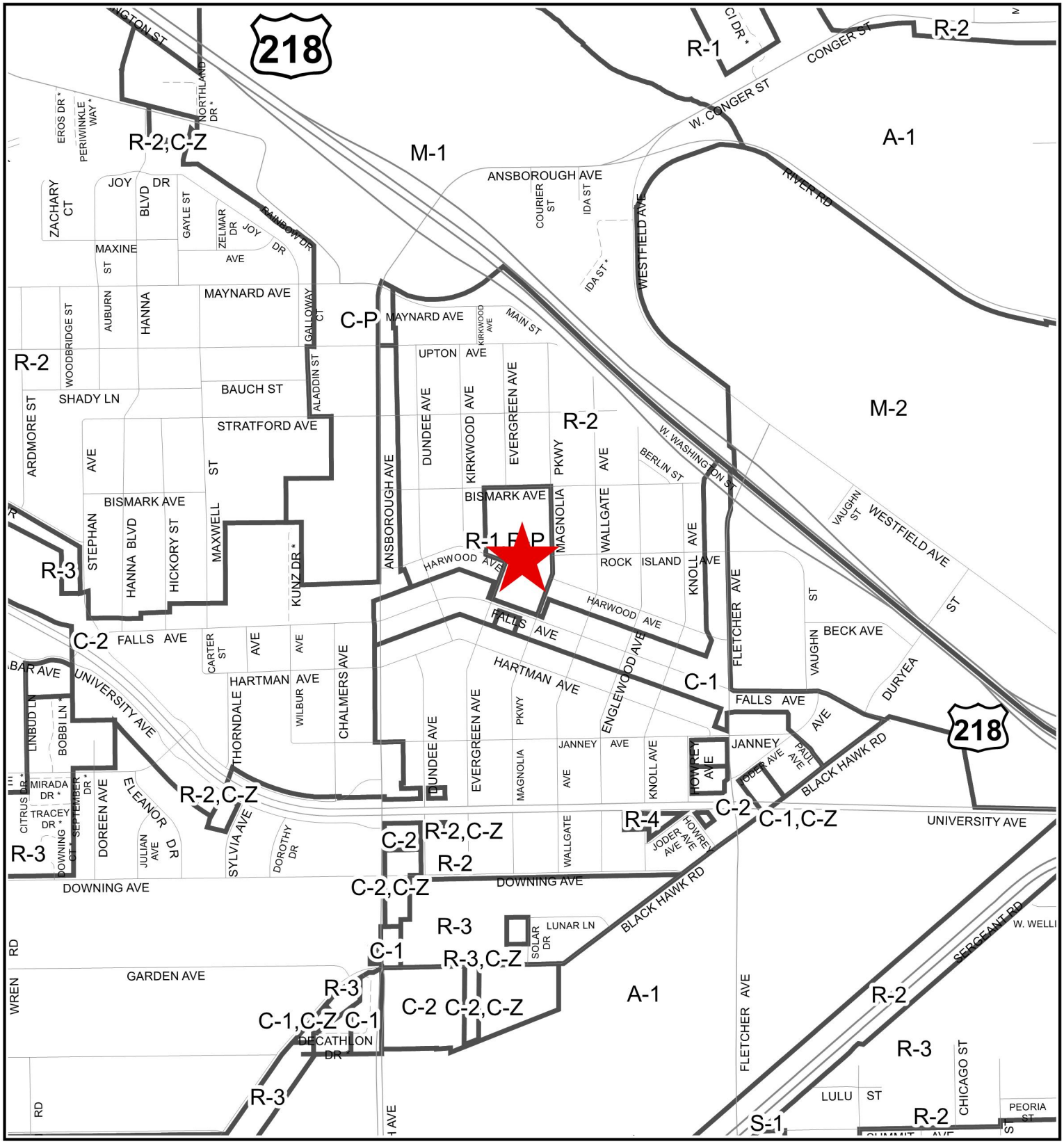
At Tech Review, The Engineering Department indicated they are good with the Final Plat and the Deed of Dedication, but still need the Contract/Petition and Waiver documents.



STAFF ANALYSIS – SUBDIVISION ORDINANCE:	The final plat contains a) Legal Description, b) Property Lines and Dimensions, c) Date; North Arrow; Scale; and Owner, d) Easements, e) Size of individual lots, f) Street Names, and g) Deed of Dedication
STAFF RECOMMENDATION:	Therefore, staff recommends that the final plat for Edison Addition be approved for the following reasons:

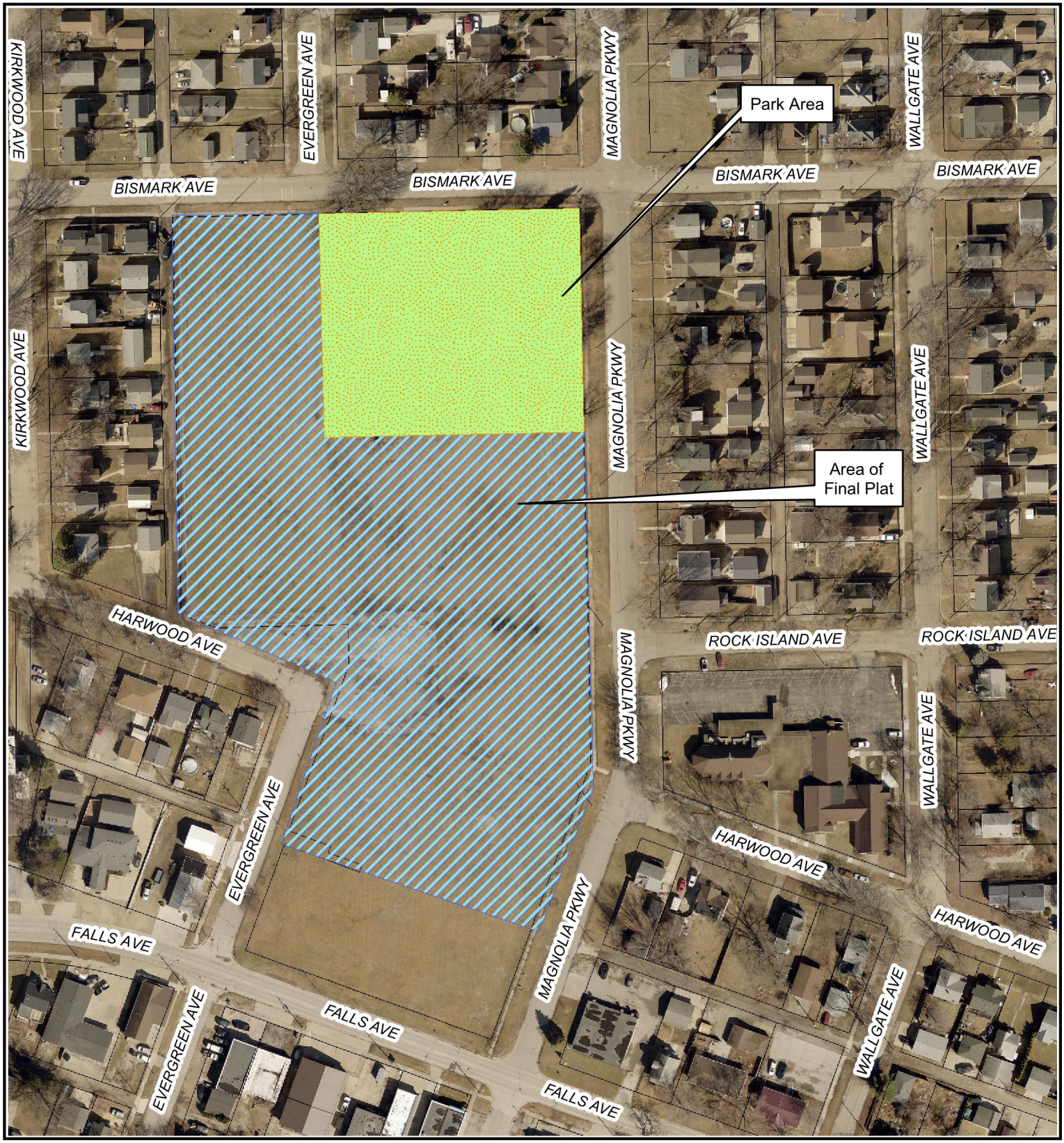
1. The plat would not appear to have a negative impact on the surrounding area.
2. The plat would not appear to have a negative impact on traffic conditions in the area.
3. The plat will create an additional infill development site in the Primary Growth Area.

City of Waterloo Planning, Programming and Zoning Commission
December 13, 2022



West of 420 Harwood
Final Plat
Big Hand Pepper, LLC

City of Waterloo Planning, Programming and Zoning Commission
December 13, 2022



N
W E
S

Waterloo Iowa

West of 420 Harwood
Final Plat
Big Hand Pepper, LLC

INDEX LEGEND	
Location:	SW 1/4, 22-89-13, Waterloo, Black Hawk County, IA
Survey Requested By:	Big Hand Pepper, LLC.
Proprietor:	Big Hand Pepper, LLC.
Surveyor, Company & Return To Address:	Ted C. Hoodjer, 319-239-3423
	Hoodjer Land Surveying
	414 N. Elizabeth Street
	Clarksville, IA 50619

FIRST ADDITION TO GALLOWAY

170 (58.6') 169 (40') 168 (40') 167 (40') 166 (40') 165 (40') 164 (56') 163 (40') 162 (40') 161 (40')

PROPOSED EASEMENT LINE & BUILDING SETBACK LINE

N 00°22'52" W 440.59'

CORAL DRIVE

N 00°22'52" W 446.34'

TRACT B 6652 Sq. Ft.

36.16' 40.0' 40.0' 40.0' 40.0' 40.0' 40.0' 40.0' 40.0' 40.0' 40.0' 50.18'

16.08' 15.0' 16.0' 15.0' 10' 15' 10'

LOT 1 7482 Sq. Ft.
LOT 2 5200 Sq. Ft. N 89°37'08" E 130.0'
LOT 3 5200 Sq. Ft. N 89°37'08" E 130.0'
LOT 4 5200 Sq. Ft. N 89°37'08" E 130.0'
LOT 5 5200 Sq. Ft. N 89°37'08" E 130.0'
LOT 6 5200 Sq. Ft. N 89°37'08" E 130.0'
LOT 7 5200 Sq. Ft. N 89°37'08" E 130.0'
LOT 8 5200 Sq. Ft. N 89°37'08" E 130.0'
LOT 9 5200 Sq. Ft. N 89°37'08" E 130.0'
LOT 10 5200 Sq. Ft. N 89°37'08" E 130.0'
LOT 11 6498 Sq. Ft. N 89°37'08" E 141.09'

110.09' 10' 19.91' 50.0' 10' 20' 10'

N 89°48'18" E 141.09'

N 89°06'13" E 59.95' (60') 40.04'

BISMARK AVENUE 60' ROW

HARWOOD AVENUE 60' ROW

206

PROPOSED EASEMENT LINE & BUILDING SETBACK LINE

205

N 69°15'46" W 133.91'

EVERGREEN AVENUE 60' ROW

ASSUMED BEARING

N 20°39'08" E 120.0'

N 20°39'08" E 175.91'

N 69°17'14" W 30.1'

S 26°03'54" W 45.09'

S 00°22'52" E 448.24'

N 00°23'21" W 210.0'

FALLS AVENUE 66' ROW

N 69°19'40" W 129.23'

415 414 413 412 411 410 409

THIS AREA IS NOT INCLUDING IN EDISON ADDITION

PROPOSED EASEMENT LINE & BUILDING SETBACK LINE

N 69°14'48" W 40.03'

N 69°16'49" W 119.65'

GALLOWAY ADDITION

N 69°17'49" W 282.22'

158.11'

N 69°17'49" W 94.98'

120.0'

S 20°48'05" W 124.83' (125')

N 69°16'49" W 80.0' (80')

SW CORNER LOT 408 FOUND 1"o.d. IRON PIPE

FOUND 1"o.d. IRON PIPE (TYPICAL)

LOT 12 8822 Sq. Ft. 130.61'

LOT 13 5225 Sq. Ft. S 69°17'49" E 130.67'

LOT 14 5228 Sq. Ft. S 69°17'49" E 130.67'

LOT 15 6062 Sq. Ft. S 69°17'49" E 130.67'

LOT 16 5983 Sq. Ft. S 19°37'08" E 9.33' S 79°21'11" E 123.69'

LOT 17 5160 Sq. Ft. N 89°36'39" E 129.0'

LOT 18 5160 Sq. Ft. N 89°36'39" E 129.0'

LOT 19 5160 Sq. Ft. N 89°36'39" E 129.0'

LOT 20 5160 Sq. Ft. N 89°36'39" E 129.0'

LOT 21 6705 Sq. Ft. N 89°36'39" E 147.27'

LOT 22 6254 Sq. Ft. S 69°17'49" E 130.62'

LOT 23 5224 Sq. Ft. S 69°17'49" E 130.56'

LOT 24 5858 Sq. Ft. S 69°17'49" E 130.76'

LOT 25 5828 Sq. Ft. S 73°26'07" E 131.76'

LOT 26 5793 Sq. Ft. S 81°26'23" E 134.0'

LOT 27 5162 Sq. Ft. N 89°36'39" E 129.17'

LOT 28 5163 Sq. Ft. N 89°36'39" E 129.06'

LOT 29 5163 Sq. Ft. N 89°36'39" E 129.08'

LOT 30 5163 Sq. Ft. N 89°36'39" E 129.08'

LOT 31 5163 Sq. Ft. N 89°36'39" E 129.07'

LOT 32 6175 Sq. Ft. N 89°36'39" E 93.05'

N 89°36'39" E 93.05'

PROPOSED EASEMENT LINE & BUILDING SETBACK LINE

N 89°43'50" E 265.91'

SE CORNER GALLOWAY PARK FOUND NO. 4 REBAR w/YELLOW PLASTIC CAP #8033

C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14

AXLEWOOD DRIVE

TRACT A 20918 Sq. Ft.

N 20°42'11" E 137.03'

N 20°42'11" E 73.03'

S 20°37'42" W 124.62'

S 20°57'53" W 16.02'

S 20°48'05" W 4.83'

S 20°51'04" W 60.36'

S 00°21'32" E 98.83'

S 00°21'32" E 60.04'

S 00°24'00" E 188.82'

S 00°24'00" E 266.56'

S 00°24'00" E 60.0'

MAGNOLIA PARKWAY 80' ROW

FOUND 1¼"o.d. IRON PIPE (TYPICAL)

SET NO. 4 REBAR w/MAROON PLASTIC CAP #21096 (TYPICAL)

FOUND NO. 4 REBAR w/MAROON PLASTIC CAP #21096 (TYPICAL, UNLESS NOTED OTHERWISE)

GALLOWAY ADDITION

THIS AREA IS NOT INCLUDED IN EDISON ADDITION

LEGEND

PROPOSED BUILDING SETBACK

PROPOSED PUBLIC UTILITY EASEMENT

SEE SHEET 2 FOR DESCRIPTION, NOTES, & CURVE TABLE

0' 60' 120'

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

PROFESSIONAL LAND SURVEYOR TED C. HOODJER 21096 IOWA

TED C. HOODJER DATE

License Number 21096

My license renewal date is December 31, 2023.

All Pages or sheets are covered by this seal except:

HOODJER LAND SURVEYING

FINAL PLAT OF EDISON ADDITION, WATERLOO, IOWA

PROJECT #: 22-111

SHEET 61 1 OF 2

EDISON ADDITON DESCRIPTION

Parcel H and Parcel I, as described in Plat of Survey recorded in File 2022-00023300 in the Office of the Black Hawk County Recorder, located in the SE 1/4 Quarter (SE 1/4) of Section 22, Township 89 North, Range 13 West of the Fifth Principal Meridian, in the City of Waterloo, Black Hawk County, Iowa.

Surveyor
Ted C. Hoodjer, PLS
Hoodjer Land Surveying
414 N. Elizabeth Street
Clarksville, IA 50619

Developer & Owner of Record
Big Hand Pepper, L.L.C.
616 Clay Street
Cedar Falls, IA 50613

Current Zoning
R-1, R-P
(One & Two Family Residential)

Proposed Zoning
R-1, R-P
(One & Two Family Residential)
Min. yard setbacks as shown
on sheet 4

Closure
Subdivision boundary is within the
1:10,000 error of closure requirement.

All lots boundarys are within the
1:5,000 error of closure requirement.

Tract Notes
Tract A shall be reserved for street right of way (Axlewood Drive).
Tract B shall be reserved for street right of way.
(added to existing Alley to make Coral Drive).

CURVE	RADIUS	LENGTH	CHORD	DELTA
C1	30.0'	6.47'	N 14°28'18" E 6.46'	12°21'41"
C2	30.0'	30.27'	S 20°36'47" E 29.0'	57°48'28"
C3	30.0'	10.35'	N 59°24'08" W 10.3'	19°46'14"
C4	36.0'	56.55'	S 24°17'49" E 50.91'	90°00'00"
C5	236.0'	8.98'	S 19°36'49" W 8.97'	2°10'44"
C6	236.0'	58.86'	S 11°22'47" W 58.7'	14°17'20"
C7	236.0'	19.05'	S 01°55'23" W 19.04'	4°37'29"
C8	264.0'	20.99'	S 18°25'33" W 20.98'	4°33'17"
C9	264.0'	34.02'	S 12°27'23" W 34.0'	7°23'03"
C10	264.0'	34.02'	S 05°04'20" W 34.0'	7°23'03"
C11	264.0'	8.15'	N 00°29'44" E 8.15'	1°46'10"
C12	64.0'	49.6'	N 21°48'39" E 48.36'	44°24'00"
C13	64.0'	50.94'	S 66°48'39" W 49.6'	45°36'00"
C14	36.0'	56.55'	S 44°36'39" W 50.91'	90°00'00"

DEED OF DEDICATION
OF
EDISON ADDITION,
WATERLOO, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That Big Hand Pepper, LLC, an Iowa limited liability company, with its principal office in Cedar Falls, Iowa; being desirous of setting out and platting into lots and streets the land described in the attached Certificate of Survey by Ted C. Hoodjer, a Licensed Land Surveyor, dated _____ day of _____, 2022, does by these presents designate and set apart the aforesaid premises as a subdivision of the City of Waterloo, Iowa the same to be known as:

EDISON ADDITION,
WATERLOO, IOWA

all of which is with the free consent and the desire of the undersigned and the undersigned do hereby designate and set apart for public use the street(s) as shown upon the attached plat.

EASEMENTS

The undersigned do hereby grant and convey to the City of Waterloo, Iowa, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, gas, electricity, communication service or cable television, perpetual easements for the erection, laying building and maintenance of said services and storm sewers and drainageways over, across, on and/or under the property as shown on the attached plat.

RESTRICTIONS

Be it also known that the undersigned do hereby covenant and agree for themselves and their successors and assigns that each and all of the residential lots in said subdivision be and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or their successors in interest may hereinafter make for any of said lots and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in all particulars hereinafter stated, to-wit:

1. Any dwelling that shall be erected on any lot shall have a minimum setback from the front of the lot line of 20 feet. The minimum set back from each side lot line is 5 feet unless otherwise noted on the Plat. All minimum setbacks will be required to meet or exceed R-1 R-P Zoning.

2. No single family dwelling shall be constructed, permitted or occupied on any lot herein having a square footage floor space, designed, intended, and constructed for living quarters, which space shall not include cellars, attics, garages, breezeways, porches, stoops, and other such non-living areas, of less than the following requirements:

A. 900 square feet for the main base of a single story, split-level or split-foyer houses.

B. 600 square feet on the first floor for story and one-half houses, or two story houses. With a total for all floors not less than 1,150 square feet excluding the basement level.

3. Each single family residence shall have a minimum of a two stall attached garage with a minimum of 400 square feet.

4. The owner(s) of each lot, vacant or improved, shall keep their lot or lots free of weeds and debris.

5. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. All approaches and driveways in said subdivision shall be paved with concrete.

7. No old or used buildings shall be moved upon any of the lots in said subdivision for any purpose. Any auxiliary buildings or sheds must be built of the same or similar materials of the residential structure on the lot and have the same roof pitch and design as said residential structure.

8. No radio station or short-wave operators of any kind shall operate from any lot which shall cause interference with audio or visual reception upon any other lot. No exterior radio antenna shall be erected or maintained in or on the property. No satellite TV antenna or "Dish" may be maintained, constructed or erected on any lot unless it is constructed in the rear yard and at least twenty feet from any property line and is shielded from the public view by shrubbery and landscaping. No dish larger than 24" will be allowed.

9. No dwelling on any lot of said subdivision shall be occupied until the exterior is completed and finished and the interior substantially completed and finished and until an occupancy permit is issued by the City of Waterloo.

10. No bus, semi-tractor, RV, fifth-wheel camper, trailer or truck of any kind except what is commonly described as a "pick-up truck" shall be kept or parked on any lot or street in said subdivision for a period not to exceed twenty-four hours, after which said vehicle can not return to said subdivision for a period of five days, provided, however, that this prohibition shall not

apply to such vehicles driven in said subdivision in pursuit of and in conducting their usual business.

11. All buildings erected on any lot in said subdivision shall be constructed in accordance with the Building, Plumbing, and Electrical Codes of the City of Waterloo, Iowa.

12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs or cats maximum, or other household pets are allowed and then only if they are not kept, bred or maintained for any commercial purposes, such animals shall be kept under control so as not to constitute a public nuisance and must be kept in compliance with applicable zoning laws and regulations of the City of Waterloo, Black Hawk County, Iowa. Dog runs or dog kennels of any kind are prohibited.

13. Construction of any privacy fencing must have the support posts on the interior side of the fencing.

14. Tracts "A" & "B" are conveyed herein to the City of Waterloo for street purposes.

15. A four foot wide P.C.C. sidewalk four inches thick will be installed at the front of all lots by the owner of said lot during or immediately after the construction of the residence on any particular lot, or within five years after the date the plat is filed in the office of the recorder of Black Hawk County, whichever is sooner and that the sidewalk be across the full width of the lot and on corner lots also. In the event that the City is required to construct the sidewalk, a lien or liens may only be imposed against the lot or lots which require city construction and no others in the subdivision. The City will be responsible for constructing and maintaining the six foot P.C.C. sidewalk on the City owned park adjacent to Lots 1-11 and 17-21.

16. No building or structure shall be erected, placed or altered on any lot in this subdivision until the building plans, and plot plan, showing all buildings, patios, and pools, and showing the location thereof, and side yard distances, rear yard distances, front yard distances, driveways, and walkways, and type of construction have been approved in writing as to conformity and harmony of the external design and quality workmanship and materials with existing structures in the subdivision by a representative of Big Hand Pepper, LLC.

17. Factory-built housing or modular homes will not be allowed. Panelized homes may be allowed, but must meet the requirements of Big Hand Pepper, LLC, as stated in the previous restriction.

18. The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep in good order or to maintain the area between the curbline and the property line abutting their property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement, stakes, posts or rods to which a metal, plastic or similar receptacle designed to hold newspapers are affixed, private irrigation or sprinkler systems, retaining walls, landscaping

brick, block, stone, timber or other similar material, or any other similar obstructions. All mailboxes shall be clustered or grouped for the units, and shall be placed per agreed locations between the Developer and USPS.

19. The contractor or owner of any lot shall verify the depth of the sanitary sewer service line serving said lot to insure minimum drainage will be met prior to any footing or foundation work being completed. All sump pump lines must be buried and attached to the subdrain along the back of the P.C.C. curbed street. No sump lines will be allowed to dump directly onto the ground surface.

20. Any and all drainage easements will be required to follow the "Stormwater Management Plan" and no building structures, fence structures, landscaping structures, private gardens or any other possible obstruction can be built in and over said drainage easements. All lot owners and/or contractors working on said lots will be responsible to maintain said easements to be free and clear of any physical obstruction(s) thus allowing the conveyance of overland storm water runoff as intended per "Stormwater Management Plan" on record with the City of Waterloo Engineer's Office.

PUBLIC IMPROVEMENTS REQUIRED IN PLAT

1. The Street(s) shown on the attached plat, and referred to as Tracts "A" and "B", will be brought to City grade and that the street will be twenty-six (26) feet, , with approved hard surface pavement in accordance with the City of Waterloo, Standard Specifications unless otherwise specified as per approved construction plans.

2. Sanitary sewer, together with the necessary manholes and sewer service lines to all lots in the plat will be provided.

3. That underground utilities, as required by the Subdivision Ordinance of the City of Waterloo, Iowa, shall be installed.

4. That City water will be provided to all lots as required by the Waterloo Municipal utilities.

5. That municipal fire hydrant(s) will be provided as required by the Waterloo Public Safety Department.

6. That storm sewer will be provided as specified by the City Engineer.

7. That handicap ramps will be provided as required by law and as directed by the City Engineer.

8. That the work improvements called herein shall be in accordance with the specifications of the City of Waterloo, Iowa, and performed under the supervision of a civil engineer registered in the State of Iowa. In the event that the developer, Big Hand Pepper, LLC, its grantees and assigns fail to complete said work and improvements called for within one (1) year from the date of the acceptance of said final plat by the City of Waterloo, Iowa, the City may then make improvements and assess the costs of the same to the respective lots. The undersigned, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and agree that the City may install said improvements and assess the total costs thereof against the respective lots.

9. That the City may perform said work, levy the cost thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on the respective lots with the same force and effect as though all legal provisions pertaining to the levy of such special assessments have been observed, and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.

10. The Developer shall construct and install all required public improvements within the subdivision plat, to conform with approved construction plans which meet the specifications of the City of Waterloo, Iowa. Such required public improvements shall meet the following requirements:

(a) Shall be constructed and installed in a good and workmanlike manner;

(b) Shall be free of defects in workmanship or materials;

(c) Shall be free of any conditions that could result in structural or other failure of said improvements;

(d) Shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City and by Waterloo Utilities;

(e) Shall be constructed and installed in strict compliance with the minimum acceptable specifications for the construction of public improvements set forth in the Waterloo Code of Ordinances, including without limitation, Chapter 24, Subdivisions, and as such specifications shall be recommended for approval by the City Engineer from time to time, and approved by the city council.

11. The undersigned and all persons and entities hereafter acquiring any right, title, or interest in any of the lots in said Addition shall be taken and held to have agreed and covenanted with the owners of all other lots in this Addition and with the respective successors and assigns of all of the rest of such other lots to conform to and observe all of the foregoing covenants, restrictions, and stipulations as to the construction of building thereon, for a period of 21 years from the date of filing of said plat, and this deed of dedication for record. Within the period of 21 years and in accordance with Iowa Code § 614.24 and § 614.25 or their successor provisions, these covenants, restrictions, and stipulations may be extended for an additional period of 21 years upon compliance with § 614.24 and § 614.25 of the Code of Iowa. In the event an extension of the covenants, restrictions, and stipulations is not filed within the period of 21 years

or successive 21-year periods, then the covenants, restrictions, and stipulations contained herein shall terminate at the end of the existing period of 21 years.

The Developer's construction plans are now on file in the Office of the City Engineer.

SIGNED and DATED this _____ day of _____, 2022.

Big Hand Pepper, LLC

_____
Kevin Fittro, Manager

STATE OF IOWA, BLACK HAWK COUNTY: ss

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kevin Fittro, Manager of Big Hand Pepper, LLC, to me known as the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed on behalf of Big Hand Pepper, LLC.

_____
Notary Public in and for the State of Iowa

CERTIFICATE OF SURVEY

EDISON ADDITION

CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA

I certify that during the months of April through December, 2022, at the direction of Big Hand Pepper, LLC, a survey was made, under my supervision, of the tract of land to be known as **"Edison Addition"**, as shown on the attached plat, and the boundary of which is descrbed as follows:

Parcel H and Parcel I, as described in Plat of Survey recorded in File 2022-00023300 in the Office of the Black Hawk County Recorder, located in the SE 1/4 Quarter (SE 1/4) of Section 22, Township 89 North, Range 13 West of the Fifth Principal Meridian, in the City of Waterloo, Black Hawk County, Iowa.

I further certify that the Plat as shown is a correct representation of the survey and all corners are marked as indicated.

_____ _____

Ted C. Hoodjer, PLS #21096 Date

Subscribed and sworn before me this _____ day of December, 2022.

_____

Notary Public, in and for State of Iowa

HOODJER LAND SURVEYING

CITY OF WATERLOO PLANNING AND ZONING COMMISSION
REQUEST FOR PLATTING (FINAL)

1. APPLICATION INFORMATION:

a. Applicant's Name – Business name if applicable(please print): Big Hand Pepper, LLC
Address: 616 Clay St. Phone: 319-493-0919
City: Cedar Falls State: IA Zip: 50613 Email: kevin.fittro@pantherhomebuilders.com

b. Status of Applicant: (a) Owner ✓ (b) Other ___ (CHECK ONE): If other explain: _____

c. Property Owner's Name if different than above (please print): _____
Address: _____ Phone: _____
City: _____ State: _____ Zip: _____

2. PREPARER INFORMATION (licensed land surveyor):

a. Preparer's Business Name (please print): Hoodjer Land Surveying
Primary Preparer's Name: Ted Hoodjer
Phone: 319-239-3423 E-mail: hoodjerls@gmail.com

3. PROPERTY INFORMATION:

a. Name of Plat: Edison Addition
b. General Location of Property: Between Falls Ave. to Bismark Ave., and between Kirkwood Ave. to Magnolia Pkwy.
c. Area of Proposed Plat: 4.76 AC +/-
d. Area of Proposed Plat to be dedicated/conveyed to the City: 0.63 AC +/-
e. Value of area to be dedicated/conveyed to the City: $370,250
f. Zoning District(s): R-P

4. OTHER DOCUMENTATION:

a. Date of Preliminary Plat Approval: P&Z 03/17/2022 City Council 06/06/2022
b. Six (6) copies of the Final Plat which are in conformance with Section 11-3-3 of the Subdivision Ord. (also submit a digital copy of the plat in PDF format)
c. Three (3) copies of Deed of Dedication (must be original signatures)
d. Three (3) copies of all Contract, Petition and Waiver forms (must be original signatures)
e. Three(3) copies of Certificate of Survey (must be original signatures)

5. PUBLIC IMPROVEMENTS

a. Costs for any public improvements: __Estimate ✓ Actual

	Total Cost
Storm Sewer	$ 79,000
Sanitary Sewer	$ 35,750
Paving	$ 255,500
Land Dedicated	$
TOTAL	$ 370,250

The Request Fee of **$215 + $10 per lot** (payable to the City of Waterloo) is required. **This fee is non-refundable**. Under no condition shall said sum or any part thereof be refunded for failure of said request to be approved. Any major change in any of the information given will require that the request go back through the process, with a new Request Fee. The undersigned certify under oath and penalty of perjury that all information on this request and submitted along with it is true and correct. All information 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

11-28-22
Signature of Applicant Date

11-28-22
Signature of Owner Date

DEED OF DEDICATION
OF
EDISON ADDITION,
WATERLOO, IOWA

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EDISON ADDITION,
WATERLOO, IOWA

all of which is with the free consent and the desire of the undersigned and the undersigned do hereby designate and set apart for public use the street(s) as shown upon the attached plat.

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7. That handicap ramps will be provided as required by law and as directed by the City Engineer.

8. That the work improvements called herein shall be in accordance with the specifications of the City of Waterloo, Iowa, and performed under the supervision of a civil engineer registered in the State of Iowa. In the event that the developer, Big Hand Pepper, LLC, its grantees and assigns fail to complete said work and improvements called for within one (1) year from the date of the acceptance of said final plat by the City of Waterloo, Iowa, the City may then make improvements and assess the costs of the same to the respective lots. The undersigned, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and agree that the City may install said improvements and assess the total costs thereof against the respective lots.

9. That the City may perform said work, levy the cost thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on the respective lots with the same force and effect as though all legal provisions pertaining to the levy of such special assessments have been observed, and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.

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(a) Shall be constructed and installed in a good and workmanlike manner;

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(e) Shall be constructed and installed in strict compliance with the minimum acceptable specifications for the construction of public improvements set forth in the Waterloo Code of Ordinances, including without limitation, Chapter 24, Subdivisions, and as such specifications shall be recommended for approval by the City Engineer from time to time, and approved by the city council.

11. The undersigned and all persons and entities hereafter acquiring any right, title, or interest in any of the lots in said Addition shall be taken and held to have agreed and covenanted with the owners of all other lots in this Addition and with the respective successors and assigns of all of the rest of such other lots to conform to and observe all of the foregoing covenants, restrictions, and stipulations as to the construction of building thereon, for a period of 21 years from the date of filing of said plat, and this deed of dedication for record. Within the period of 21 years and in accordance with Iowa Code § 614.24 and § 614.25 or their successor provisions, these covenants, restrictions, and stipulations may be extended for an additional period of 21 years upon compliance with § 614.24 and § 614.25 of the Code of Iowa. In the event an extension of the covenants, restrictions, and stipulations is not filed within the period of 21 years

or successive 21-year periods, then the covenants, restrictions, and stipulations contained herein shall terminate at the end of the existing period of 21 years.

The Developer's construction plans are now on file in the Office of the City Engineer.

SIGNED and DATED this _____ day of _____, 2022.

Big Hand Pepper, LLC

_____
Kevin Fittro, Manager

STATE OF IOWA, BLACK HAWK COUNTY: ss

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kevin Fittro, Manager of Big Hand Pepper, LLC, to me known as the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed on behalf of Big Hand Pepper, LLC.

_____
Notary Public in and for the State of Iowa

CERTIFICATE OF SURVEY

EDISON ADDITION

CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA

I certify that during the months of April through December, 2022, at the direction of Big Hand Pepper, LLC, a survey was made, under my supervision, of the tract of land to be known as **"Edison Addition"**, as shown on the attached plat, and the boundary of which is descrbed as follows:

Parcel H and Parcel I, as described in Plat of Survey recorded in File 2022-00023300 in the Office of the Black Hawk County Recorder, located in the SE 1/4 Quarter (SE 1/4) of Section 22, Township 89 North, Range 13 West of the Fifth Principal Meridian, in the City of Waterloo, Black Hawk County, Iowa.

I further certify that the Plat as shown is a correct representation of the survey and all corners are marked as indicated.

_____ _____

Ted C. Hoodjer, PLS #21096 Date

Subscribed and sworn before me this _____ day of December, 2022.

_____

Notary Public, in and for State of Iowa

HOODJER LAND SURVEYING

PETITION AND WAIVER

THIS AGREEMENT made and entered into by and between the City of Waterloo, Iowa, hereinafter called the City, and the undersigned property owners in said City, hereinafter called the Property Owners, WITNESSETH:

WHEREAS, each of the Property Owners is respectively the owner of the tracts of real estate set opposite their names; and,

WHEREAS, the City proposes to construct _____ improvements in said City; and

WHEREAS, the undersigned Property Owners desire that the improvements be constructed to benefit their respective properties hereinafter described opposite their names, the general description and location of said improvements being as follows:

(INSERT DESCRIPTION)

The properties to be assessed are described as follows:

(INSERT PROPERTIES TO BE ASSESSED)

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES HERETO AS FOLLOWS:

As soon as practicable the City shall have the right to cause said above described improvements to be constructed in accordance with in all respects, with such plans and specifications for the above described improvements as it shall deem appropriate. The construction of said improvements shall be under the supervision of a civil engineer registered in the state of Iowa.

For the purpose hereinbefore set out, the City may elect to enter into contract for the construction of said improvements as a part of any contract for a public improvement project made pursuant to advertisement for bids done prior to the receipt of this instrument by the Council, if authorized by Section 384.41(2) of the City Code of Iowa.

In consideration of the construction of the said improvement, the undersigned Property Owners hereby waive the Resolution of Necessity and publication of Notice thereof, the Resolution ordering the work, the advertisement for bids, and the publication of Notice thereof, and all other legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the construction of said improvements where the expense of such improvements is to be assessed against the abutting or adjacent property. The undersigned Property Owners each and all hereby expressly waive each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to construct the said improvement without any of the formalities or legal proceedings required of cities by the statutes of Iowa in constructing like improvements. The express intention of each of the undersigned Property Owners being that said above described improvements shall be constructed as aforesaid as if each and every legal requirement pertaining thereto was fully and faithfully observed and performed.

It is further agreed that said City may make a contract for construction of the above described improvements, as herein provided and that when said improvements have been constructed in accordance with the plans and specifications for the said improvements, to be adopted by the council, that said city by and through its Council may make assessments against the properties of the undersigned Property Owners for the entire cost of the construction of said improvements, including the cost of engineering, supervision, and preparation of assessment schedule, and that said assessments so made shall be a lien upon the properties hereinafter described of the undersigned Property Owners, and each of the undersigned Property Owners hereby agrees to pay the amount which is thus assessed against his property, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed. Each of the undersigned Property Owners hereby expressly waive every objection to said assessment. Said assessment shall be paid by the undersigned Property Owners within the time provided by the laws of Iowa for the payment of special assessments for such improvements.

The amount and proportion of the cost of said improvements, to be paid by the several Property Owners, shall be ascertained and determined by the Engineers and by them reported to the City Council which shall make such changes or alterations in said assessment as should be made and when said assessments are finally passed by the Council and by it levied, they shall constitute the assessments against the said properties in all respects and with all the effect that they would have pertaining to public improvements to be paid for by special assessments, had been fully observed. Said assessments shall be paid by the undersigned Property Owners within the time provided by law for the payment of special assessments for such improvements, and improvement bonds may be issued by the City payable out of said assessments. Said Property Owners hereby authorize the Council of the City of Waterloo, Iowa, to pass any Resolution requisite or necessary to order and secure said improvements, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owners, or any of them, and any such Resolution may contain recitals that said improvements are ordered or made by the Council without petition of property owners, without in any way qualifying this petition or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said improvements.

Each Property Owner warrants that his real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Petition and Waiver. Each Property Owner further agrees to subordinate the sale of any part of his said property to the terms of this Petition and Waiver, and, upon failure to do so, to pay the full amount of the assessment on demand. Each lienholder designated below, by execution of this Petition and Waiver, agrees and consents that his lien or liens shall be subordinated to the lien of the assessments levied pursuant hereto.

Property Owners agree that this Petition and Waiver shall be effective and binding from and after the approval hereof by resolution of the City Council.

IN WITNESS WHEREOF, we have hereunto affixed our signature this _____ day of _____, 20___.

(SIGNATURE OF PROPERTY OWNER)

_____
Name

By: _____

(SIGNATURE OF LIENHOLDER)

_____
Name

STATE OF IOWA)
SS
BLACK HAWK COUNTY)

On this _____ day of _____, 20_____, before me, _____, a Notary Public, in and for the County of Black Hawk, State of Iowa, personally appeared _____, To me known to be the person(s) named in and who executed the foregoing instrument and acknowledged that he (they) executed the same as his (their) voluntary act and deed.

_____
NOTARY PUBLIC IN AND FOR BLACK HAWK COUNTY, IOWA.

CONTRACT

This Agreement entered into this _____ day of _____, 20___, by the City of Waterloo, Iowa, hereinafter referred to as First Party and _____ _____, hereinafter referred to as Second Party.

THAT WHEREAS, the Second Party has filed with the City Planning, Programming, and Zoning Commission of the City of Waterloo, Iowa, a final plat which must be approved by the City Council of Waterloo, Iowa, and

WHEREAS, said addition is to be known as _____, and

WHEREAS, it is the desire of the City Council of the City of Waterloo, Iowa, that sanitary sewers, storm sewers, curb and gutter, street paving and concrete sidewalks be installed throughout said addition and that the streets in said addition be brought to grade acceptable to the Council of the City of Waterloo, Iowa, and that all work above referred to be done under the supervision and direction of a civil engineer registered in the state of Iowa, and

WHEREAS, Second Party is unable to complete the installation of said above referred to improvements and the grading of the streets in said addition at this time and desire, in lieu of completion of said improvements to enter into this Agreement with the City of Waterloo, Iowa, providing for the completion of said improvements within a fixed period of time.

NOW THEREFORE, it is agreed as follows: that in consideration of the approval by the City Council of the City of Waterloo, Iowa, of the above-described final plat, Second Party at its sole expense, agrees to bring the streets in said addition to such grade as is now or shall hereafter be established by the City Council and the City Engineer of Waterloo, Iowa, and to install and construct throughout said addition the sanitary sewers, storm sewers, curb and gutter, street paving and concrete sidewalks, all in accordance with the preliminary plat, heretofore filed with the City Planning, Programming, and Zoning Commission and with the City Clerk of Waterloo, Iowa, and it is further agreed that the actual construction of said improvements shall be done in the manner provided by law and in accordance with City Ordinances pertaining thereto and under the supervision of a civil engineer registered in the state of Iowa.

IT IS FURTHER AGREED, that concurrently with the execution of this Contract Second Party has executed and caused to be filed with the City of Waterloo, Iowa, his request for sanitary sewer, storm sewer, curb and gutter, street paving and sidewalk construction Petition and Waiver of Notice, Hearing and Assessments thereon for the sole purpose of allowing the City of Waterloo to proceed to construct the said public improvements and assess the costs thereof against the benefited property of the addition in the event that the Second Party fails to comply with the provisions of this Contract.

IT IS FURTHER AGREED, that said improvements shall be completed no later than the _____ day of _____, 20___, and the City of Waterloo is hereby specifically authorized to proceed to have any improvement covered by this Agreement completed any time after said date.

WITNESS our signatures hereto this _____ day of _____, 20____.

CITY OF WATERLOO, IOWA

By: _____ By: _____
Mayor

ATTEST:

By: _____ By: _____
City Clerk

SECOND PARTY FIRST PARTY

CITY OF WATERLOO
Engineering

715 Mulberry St, Waterloo, IA 50703
Phone: (319) 291-4312
CITYOFWATERLOOIOWA.COM

December 21, 2022

Aric Schroeder, City Planner
Planning, Programming & Zoning Commission
Waterloo City Hall
Waterloo, IA 50703

RE: FINAL PLAT
EDISON ADDITION

Dear Aric:

This final plat has been reviewed, and it has been determined that it meets the requirements of the applicable portions of Section 3, 4 and 5 of Ordinance 2997, Subdivision Ordinance.

It is recommended that this final plat be approved.

Sincerely,

Dennis J. Gentz, P.E.
Assistant City Engineer

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 1/3/2023
Prepared: 12/27/2022

ATTACHMENTS:

	Description	Type
🗋	Signed purchase agreement and easement agreement Hawkeye Community Foundation Project Parcel 2	Backup Material
🗋	Hammond Bridge Acquisitions Aerial	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Aric Schroeder, City Planner
Recommended Action:	Approval
Summary Statement:	The City of Waterloo is preparing to reconstruct the Hammond Avenue bridge over Sink Creek, which involves the need for approximately 5 temporary easements, and 4 fee title acquisitions needed to complete the project. This transmittal includes 1 fee title acquisition, and 1 temporary easement. The easement areas will be returned to the state they were in prior to construction.
Data/Analysis and Strategies:	Acquisition for street/bridge reconstruction
Expenditure Required/Source of Funds:	$4,009.71 and up to $1,000 in closing costs

HAWKEYE COMMUNITY COLLEGE | FOUNDATION

1501 East Orange Road • P.O. Box 8015 • Waterloo, Iowa 50704-8015 • 319-296-4002 • www.hawkeyecollege.edu

December 15, 2022

City of Waterloo
Community Planning & Development
Aric Schroeder, City Planner
715 Mulberry Street
Waterloo, IA 50703

Dear Mr. Schroeder

Re: Right of Way and Temporary Easement Acquisition – Hammond Avenue Sink Creek Bridge – East of 6216 Hammond Avenue – Parcel 1

Dear Aric,

The Hawkeye Community College Foundation Board approved the Acquisition Contract and Temporary Easement Agreement for the above mention project on September 22, 2022. Enclosed are the signed agreements. If you have any questions or need additional information, please let me know.

Sincerely,

Debra S. Lilly
Foundation Accountant
Debra.lilly@hawkeyecollege.edu
(319) 296-4048

ACQUISITION CONTRACT

Project Parcel No. 2
PROJECT Hammond Avenue Sink Creek Bridge Construction

THIS ACQUISITION CONTRACT (the "Contract") is made and entered into as of 12/15/2022, 2022 by and between Hawkeye Community Foundation, Inc. ("Seller"), and City of Waterloo, Iowa, ("Buyer").

1. Seller agrees to sell to Buyer, and Buyer agrees to buy, the following real estate and/or easement interests (the "Property"), described as: **See plats and legal descriptions attached as Exhibit "A"**, City of Waterloo, State of Iowa, which includes any buildings, improvements and other fixtures thereon.

   The Property also includes, if applicable, all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon.

2. Possession of the Property is the essence of this Contract, and Buyer may enter and assume full use and enjoyment of the premises per the terms of this Contract. Seller hereby grants Buyer the immediate right of access and entry to the Property for project purposes, including but not limited to gathering survey and soil data. Seller may surrender possession of the Property or any part thereof prior to the time at which it has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer at (319) 291-4366.

3. The Purchase Price shall be $4,009.71 Of the Purchase Price, $100.00 is on deposit with the law office of Clark, Butler, Walsh & Hamann, to be held in trust, and the balance of the Purchase Price shall be due and payable in full at closing, to be delivered to the Seller upon performance of Seller's obligations and satisfaction of Buyer's contingencies, if any. If this Contract is not accepted by Seller or if it is rescinded by Buyer for failure of title or any other reason provided for in this Contract, then the earnest money shall be returned to Buyer. Any other release of earnest money shall require the written consent of both parties. In addition to the Purchase Price, if Seller is eligible for relocation expenses then it shall also receive relocation housing costs.

4. Possession of the Property shall be delivered to Buyer at closing, which shall occur on or before ~~November 30, 2022~~ the parties may hereafter agree, but in any event after the approval of title by Buyer and satisfaction or waiver of contingencies, if any. No later than the closing date, Seller shall remove from the Property all of its personal property, trash, and debris of any type that is not a structure or a fixture. Within said time Seller shall also remove all hazardous materials and/or substances from the Property on or above the ground surface, including but not limited to barrels, cans, or bottles of any kind. Costs incurred by Buyer to remove any items left behind by Seller shall be set off against moving costs and/or other expenses that Buyer agrees to reimburse to Seller under this Contract.

5. Seller warrants that there are no tenants on the Property holding under a lease except:

6. This Contract shall apply to and bind the legal successors in interest of the Seller, and Seller agrees to pay all encumbrances, claims, liens and assessments against the Property, including all taxes and special assessments payable until surrender of possession as required by Section 427.2 of the Code of Iowa, and agrees to warrant merchantable title. Names and addresses of lienholders are: (a) Black Hawk County, Iowa, for taxes. (b) Unknown until completion of abstract continuation

7. Buyer may include mortgagees, lienholders, encumbrances and taxing authorities as payees on warrants as contract payment. Seller will furnish and deliver to Buyer an abstract of title continued by Black Hawk County Abstract Company to a date within thirty (30) days before the closing date, showing merchantable title to the Property in Seller in conformity with this Contract, Iowa law, and title standards of the Iowa State Bar Association. Buyer agrees to pay the cost of abstract continuation, or creation, as necessary. Seller agrees to obtain court approval of this Contract, if requested by the Buyer, if title to the Property becomes an asset of any estate, trust, conservatorship or guardianship. Seller agrees to pay court approval costs and all other costs necessary to transfer the Property to the Buyer. Seller shall convey the Property to Buyer by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Contract.

8. ***RESERVED***

9. If the Seller holds title to the Property in joint tenancy with full rights of survivorship and not as tenants in common at the time of this Contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

10. Seller agrees to keep property hazard insurance coverage in force in a minimum amount equal to the Purchase Price, payable to all parties as their interests may appear, from the date of this Contract until delivery of the deed and possession. Buyer shall notify all insurance companies of this Contract. In case of loss or destruction of part or all of the Property from causes covered by the insurance, Seller agrees to accept the lump sum payment and to endorse the proceeds of any such insurance recovery to the Buyer. Seller hereby assigns the proceeds of any such insurance recovery to the Buyer, and Seller hereby assigns to Buyer any and all of Seller's rights under such insurance contract.

11. The Seller has agreed to sell the Property to the Buyer. Seller acknowledges if it fails to complete its duties of performance under this Contract, Buyer may exercise its power of eminent domain to acquire the Property, provided that the Property is deemed essential by the City Council to keep the project moving forward, or Buyer may exercise other remedies available under applicable law. Buyer agrees to cooperate with Seller, at Seller's request and at no additional cost to Buyer, to have this transaction qualify as an involuntary conversion pursuant to §1033 of the Internal Revenue Code.

12. This Contract shall become effective only upon the occurrence of each of the following two events: (a) acceptance and approval of the Contract by the City Council of the City of Waterloo, and (b) the environmental clearance of the Property in accordance with Phase I site assessment and recommended subsequent activities if the Buyer chooses to perform a Phase I. In supplementation of the Phase I, Seller agrees, no later than one week after the date of approval of the City Council, to disclose to Buyer all contamination of the Property by hazardous wastes and/or substances of which Seller has knowledge.

13. This Contract, together with the exhibits and attachments attached hereto, constitutes the entire agreement between Buyer and Seller, and there is no agreement to do or not to do any act or deed except as specifically provided herein. This Contract may be modified only in a writing signed by both parties. Time is of the essence of this Contract.

WHEREFORE, the parties have entered into this Acquisition Contract as of the date first set forth above.

Heather Brenn-Miller - Executive Director — 42-6123782

NAME, **TITLE**, Hawkeye Community Foundation, Inc. — SSN or EIN

[Additional Seller name or Attest] — SSN or EIN

SELLER'S ACKNOWLEDGMENT:

STATE OF IA

Blackhawk **County: ss:**

Acknowledged before me on 12-15-2022, by Annette Staples and _____, [as Executive Director of Seller].

ANNETTE STAPLES
COMMISSION NO. 820616
MY COMMISSION EXPIRES
OCTOBER 11, 2025

Annette Staples

Notary Public

APPROVAL RECOMMENDED BY:

City Planning Staff — 12/27/22 (Date)

APPROVED BY:_____ ATTEST:_____
(Mayor) (City Clerk)

DATE APPROVED:_____

BUYER'S ACKNOWLEDGMENT:
STATE OF IOWA, BLACK HAWKCOUNTY, ss:

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

_____
Notary Public

Exhibit "A"

INDEX LEGEND
General Description: Part of the NW 1/4 of Sec. 23–T88N–R13W, Waterloo
Surveyor: David L. Schell (#16775)
Surveying Company: Wayne Claassen Engineering & Surveying, Inc. 2705 University Avenue (P.O. Box 898) Waterloo, Iowa 50704 (319)235–6294
Survey Requested By: City of Waterloo
Proprietor: Hawkeye Community College Foundation, Inc.

For County Recorder's use.

ACQUISITION PLAT

Hammond Avenue Right–of–Way Acquisition

LEGAL DESCRIPTION
Hammond Avenue Right–of–Way Acquisition

That part of the Northwest Quarter (NW 1/4) of Section Twenty–three (23), Township Eighty–eight North (T88N), Range Thirteen West (R13W), of the Fifth Principal Meridian, Waterloo, Black Hawk County, Iowa, described as follows:

Commencing at the Northwest corner of aforesaid Northwest Quarter (NW 1/4); thence S00°09'37"E Six Hundred Sixty–one and one Hundredth (661.01) feet along the West line of said Northwest Quarter (NW 1/4) to the Westerly extension of the South line of Parcel "M", Document No. 2005–18840 in the Black Hawk County Recorder's Office, and to the point of beginning; thence continue S00°09'37"E Six Hundred Sixty–one and and One Hundredth (661.01) feet still along said West line to the Southwest corner of the South Half (S 1/2) of aforesaid Northwest Quarter (NW 1/4); thence S00°09'12"E Twenty–one and Fifty–seven Hundredths (21.57) feet along said West line; thence N89°50'43"E Thirty–three (33.00) feet to the East right–of–way Line of Hammond Avenue; thence continue N89°50'43"E Ten (10.00) feet; thence N16°52'14"E Three Hundred Fifty–six (356.00) feet; thence N06°06'00"W Two Hundred (200.00) feet; thence N15°30'19"W One Hundred Forty–nine and Twenty–two Hundredths (149.22) feet to aforesaid South line of said Parcel "M"; thence S89°25'37"W Eighty–seven and Eight Hundredths (87.08) feet along said South line, and along the Westerly extension thereof, to the point of beginning containing 1.72 acres.

LEGAL DESCRIPTION
Temporary Construction Easement

An Easement for temporary construction purposes over, under and across that part of the Northwest Quarter (NW 1/4) of Section Twenty–three (23), Township Eighty–eight North (T88N), Range Thirteen West (R13W), of the Fifth Principal Meridian, Waterloo, Black Hawk County, Iowa, described as follows:

Commencing at the Northwest corner of aforesaid Northwest Quarter (NW 1/4); thence S00°09'37"E Six Hundred Sixty–one and one Hundredth (661.01) feet along the West line of said Northwest Quarter (NW 1/4) to the Westerly extension of the South line of Parcel "M", Document No. 2005–18840 in the Black Hawk County Recorder's Office; thence continue S00°09'37"E Six Hundred Sixty–one and and One Hundredth (661.01) feet still along said West line to the Southwest corner of the South Half (S 1/2) of aforesaid Northwest Quarter (NW 1/4); thence S00°09'12"E Twenty–one and Fifty–seven Hundredths (21.57) feet along said West line; thence N89°50'43"E Thirty–three (33.00) feet to the East right–of–way Line of Hammond Avenue and to the point of beginning; thence continue N89°50'43"E Ten (10.00) feet; thence N16°52'14"E Three Hundred Fifty–six (356.00) feet; thence N06°06'00"W Two Hundred (200.00) feet; thence N15°30'19"W One Hundred Forty–nine and Twenty–two Hundredths (149.22) feet to aforesaid South line of said Parcel "M"; thence N89°25'37"E Forty–seven and Forty–two Hundredths (47.42) feet along said South line; thence S20°09'24"E One Hundred Forty–three and Thirty–two Hundredths (143.32) feet; thence S06°06'00"E Four Hundred Eighty–eight and Five Hundredths (488.05) feet; thence S67°41'30"W One Hundred Ninety–four and Eighty–two Hundredths (194.82) feet; thence S89°50'43"W Twenty and Fifty–seven Hundredths (20.57) feet to the East right–of–way line of Hammond Avenue; thence N00°09'12"W Ten and One Hundredth (10.01) feet along said East right–of–way to the point of beginning containing 1.33 acres.

CES FILE NO. 2720

NOTES:

1. The basis of bearings for this Plat of Survey is the West line of the NW 1/4 assigned a bearing of S00°09'37"E as per Iowa State Plane Coordinate System, North Zone, 2011 adjustment.

CERTIFICATION

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

Signature: _____
David L. Schell, P.L.S.

Date: _____, 20____ License No. 16775

Pages or Sheets Covered by this Seal: 2

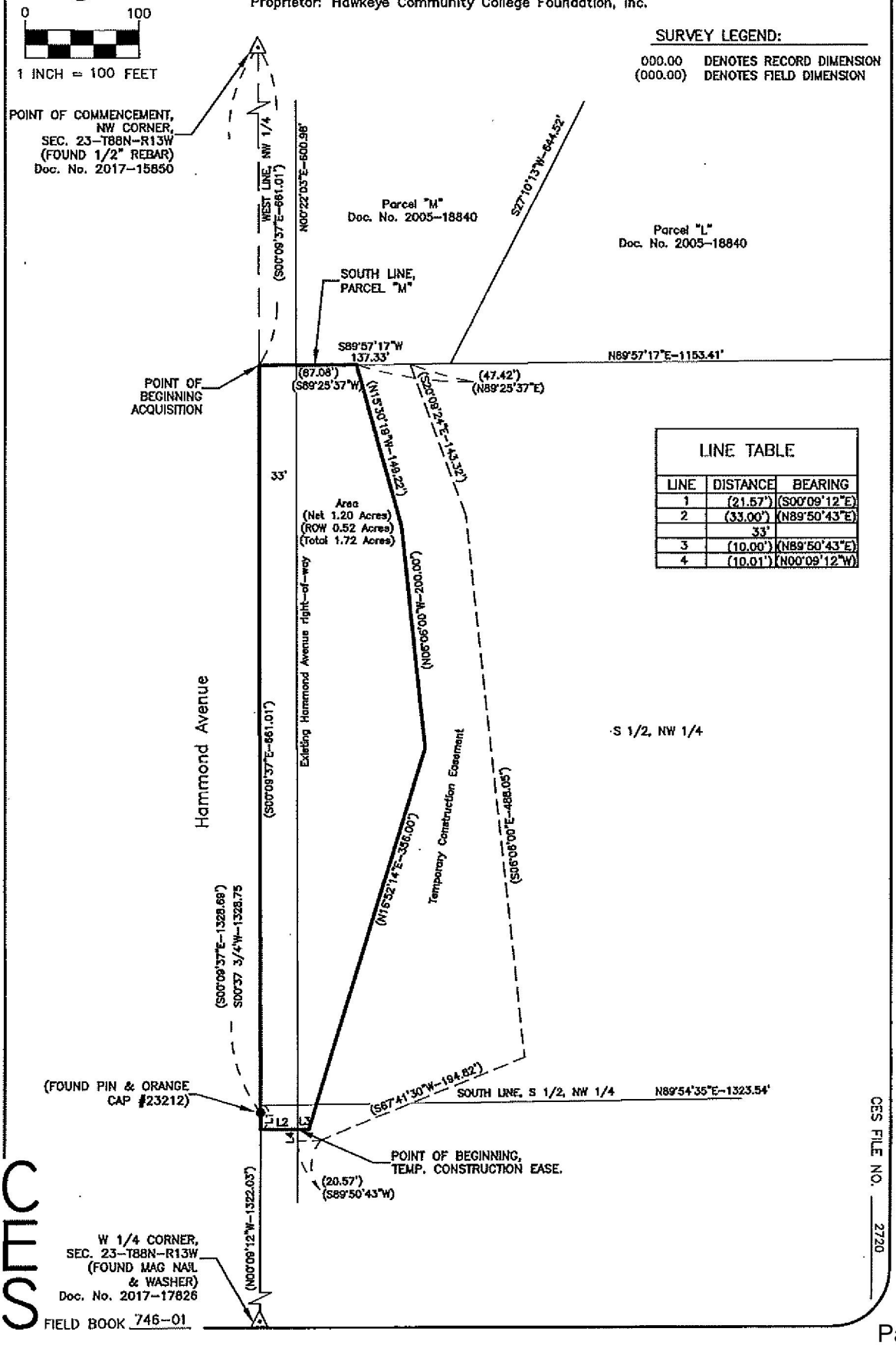
My license renewal date is December 31, 2022

CES FIELD BOOK 746–01

WAYNE CLAASSEN ENGINEERING AND SURVEYING, INC.
P.O. BOX 898 WATERLOO, IOWA 50704-0898
PHONE: (VOICE) 319-235-6294
(FAX) 319-235-0028

ACQUISITION PLAT

Part of the NW 1/4 of Sec. 23-T88N-R13W,
Waterloo, Black Hawk County, Iowa
Survey for: City of Waterloo
Proprietor: Hawkeye Community College Foundation, Inc.



LINE TABLE		
LINE	DISTANCE	BEARING
1	(21.57')	(S00°09'12"E)
2	(33.00')	(N89°50'43"E)
	33'	
3	(10.00')	(N89°50'43"E)
4	(10.01')	(N00°09'12"W)

CES

FIELD BOOK 746-01

Prepared by: Aric Schroeder, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703 – (319) 291-4366

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (the "Agreement") is entered into as of 12/15/2022, 2022 by and between Hawkeye Community Foundation, Inc. ("Grantor"), and the City of Waterloo, Iowa ("Grantee").

1. **Grant of Temporary Easement.** In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged Grantor does hereby grant and convey unto Grantee, and Grantee does hereby accept, a temporary easement for purposes relating to construction of the Improvements (the "**Temporary Easement**") in, to, upon, over, across, and beneath the real estate (the "**Temporary Easement Premises**") as set forth on Exhibit "A" attached hereto and by this reference made a part hereof. The Temporary Easement shall expire upon conclusion of all construction, cleanup, and demobilization activities upon the Premises and adjacent land, or July 1, 2024, whichever occurs first.

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

3. **Grantor Duties and Privileges.** Grantor shall deliver possession of the Temporary Easement Premises to Grantee, "as is, where is", without any representation or warranty as to the condition of same. Grantor shall have no duty to prepare the Temporary Easement Premises in any way for Grantee's use. Following transfer of possession of the Temporary Easement Premises, Grantor shall have no further duty or obligation with respect to same, except as set forth herein. Grantor may mow or care for grasses and vegetation growing in the Temporary Easement Premises during the period of this Agreement, but may not conduct other activities upon the Temporary Easement Premises without the prior written consent of Grantee. Grantor agrees that any activities that Grantor, its officers, employees, contractors or agents undertake on the Temporary Easement Premises during the term hereof shall be at their sole risk, and Grantor hereby agrees to indemnify Grantee, its officials, officers, employees, contractors and agents, with respect to any and all claims for injuries, death, property damage, property loss or otherwise, arising from the acts or omissions of Grantor, its officers, employees,

contractors or agents, on or about the Temporary Easement Premises during the term of this Agreement.

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

HAWKEYE COMMUNITY FOUNDATION, INC.

Heather Brenn-Miller-Executive Director
NAME, **TITLE**

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

_____
[Additional Seller name or Attest]

Attest: _____
Kelley Felchle, City Clerk

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

NOTARIAL SEAL IOWA
ANNETTE STAP[illegible]
COMMISSION NO. 8[illegible]
MY COMMISSION EXP[illegible]
OCTOBER 11, 2025

Acknowledged before me on 12/15, 2022, by Annette Staples and _____, [as _____ of Seller].

Annette Staples
Notary Public

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

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

_____
Notary Public

Exhibit "A"

INDEX LEGEND	For County Recorder's use.
General Description: Part of the NW 1/4 of Sec. 23–T88N–R13W, Waterloo Surveyor: David L. Schell (#16775) Surveying Company: Wayne Claassen Engineering & Surveying, Inc. 2705 University Avenue (P.O. Box 898) Waterloo, Iowa 50704 (319)235–6294 Survey Requested By: City of Waterloo Proprietor: Hawkeye Community College Foundation, Inc.	

ACQUISITION PLAT

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LEGAL DESCRIPTION
Temporary Construction Easement

An Easement for temporary construction purposes over, under and across that part of the Northwest Quarter (NW 1/4) of Section Twenty–three (23), Township Eighty–eight North (T88N), Range Thirteen West (R13W), of the Fifth Principal Meridian, Waterloo, Black Hawk County, Iowa, described as follows:

Commencing at the Northwest corner of aforesaid Northwest Quarter (NW 1/4); thence S00°09'37"E Six Hundred Sixty–one and one Hundredth (661.01) feet along the West line of said Northwest Quarter (NW 1/4) to the Westerly extension of the South line of Parcel "M", Document No. 2005–18840 in the Black Hawk County Recorder's Office; thence continue S00°09'37"E Six Hundred Sixty–one and and One Hundredth (661.01) feet still along said West line to the Southwest corner of the South Half (S 1/2) of aforesaid Northwest Quarter (NW 1/4); thence S00°09'12"E Twenty–one and Fifty–seven Hundredths (21.57) feet along said West line; thence N89°50'43"E Thirty–three (33.00) feet to the East right–of–way Line of Hammond Avenue and to the point of beginning; thence continue N89°50'43"E Ten (10.00) feet; thence N16°52'14"E Three Hundred Fifty–six (356.00) feet; thence N06°06'00"W Two Hundred (200.00) feet; thence N15°30'19"W One Hundred Forty–nine and Twenty–two Hundredths (149.22) feet to aforesaid South line of said Parcel "M"; thence N89°25'37"E Forty–seven and Forty–two Hundredths (47.42) feet along said South line; thence S20°09'24"E One Hundred Forty–three and Thirty–two Hundredths (143.32) feet; thence S06°06'00"E Four Hundred Eighty–eight and Five Hundredths (488.05) feet; thence S67°41'30"W One Hundred Ninety–four and Eighty–two Hundredths (194.82) feet; thence S89°50'43"W Twenty and Fifty–seven Hundredths (20.57) feet to the East right–of–way line of Hammond Avenue; thence N00°09'12"W Ten and One Hundredth (10.01) feet along said East right–of–way to the point of beginning containing 1.33 acres.

CES FILE NO. 2720

NOTES:

1. The basis of bearings for this Plat of Survey is the West line of the NW 1/4 assigned a bearing of S00°09'37"E as per Iowa State Plane Coordinate System, North Zone, 2011 adjustment.

CERTIFICATION

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

Signature: _____
David L. Schell, P.L.S.

Date: _____, 20____ License No. 16775

Pages or Sheets Covered by this Seal: 2

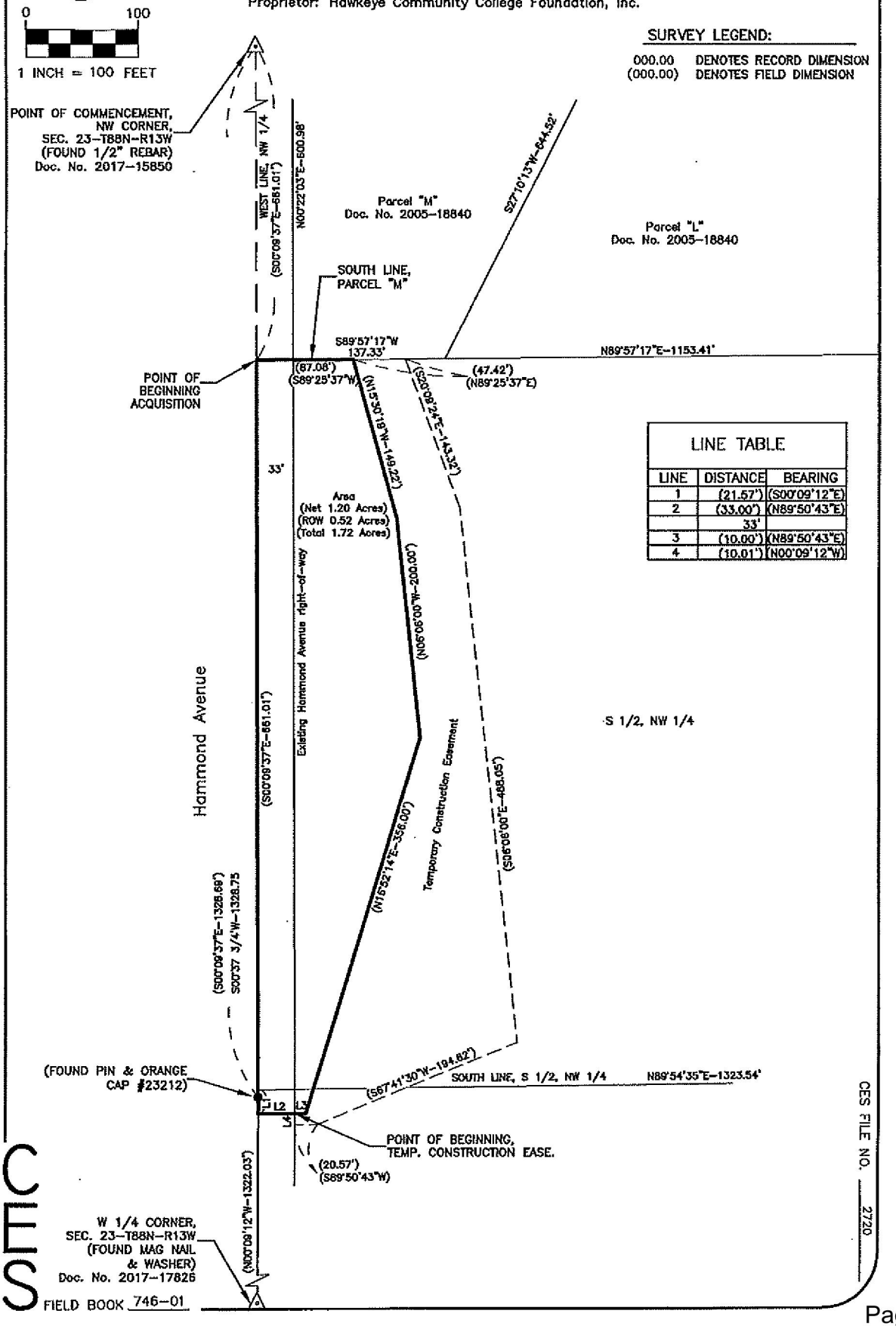
My license renewal date is December 31, 2022

CES FIELD BOOK 746–01

WAYNE CLAASSEN ENGINEERING AND SURVEYING, INC.
P.O. BOX 898 WATERLOO, IOWA 50704-0898
PHONE: (VOICE) 319-235-6294
(FAX) 319-235-0028

ACQUISITION PLAT

Part of the NW 1/4 of Sec. 23-T88N-R13W,
Waterloo, Black Hawk County, Iowa
Survey for: City of Waterloo
Proprietor: Hawkeye Community College Foundation, Inc.



CES FILE NO. 2720

CES

FIELD BOOK 746-01

E. ORANGE RD

ROGER KALSEM TRUST
PIN 8813-22-226-006

ROGER KALSEM TRUST
PIN 8813-23-101-008

MAGENTA LINE
LIMIT OF PARCEL
ACQUISITIONS

CYAN DASHED LINE
LIMIT OF TEMP
EASEMENT
ACQUISITIONS

BURK & JULIANNE MIEHE
PIN 8813-22-201-006

NEW HAMMOND AVE CULVERTS
(SAME LOCATION AS BRIDGE)

EXISTING
FIELD DRIVE

GENERAL LOCATION OF RELOCATED
FIELD DRIVE. FINAL LOCATION AND
DETAILS TO BE DETERMINED.

ROBERT & KAY REITER
6216 HAMMOND AVE
PIN 8813-22-226-003

ORGINAL PROPOSED
RELOCATED FIELD DRIVE

HAWKEYE COMMUNITY
COLLEGE FOUNDATION
PIN 8813-23-101-002

CHARLOTTE & ROBERT
TANNREUTHER TRUST
PIN 8813-22-276-001

HAMMOND AVE

HAWKEYE COMMUNITY
COLLEGE FOUNDATION
PIN 8813-23-151-003
6323 HAMMOND AVE

N

0 100 200 Feet

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 1/3/2023
Prepared: 12/27/2022

ATTACHMENTS:

Description	Type
InVision proposal	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve resolution
Summary Statement:	The Waterloo Center for Arts and Waterloo Community Playhouse share a common stage and play area. This study will review if there are additional sharing potential, upgrades, improvements, etc. that may improve the play experience in Downtown Waterloo. Invision Architecture will review the Playhouse space, WCA space, and see what options we may have for a future project and expanded partnership.
Neighborhood Impact:	Higher density, better land use of Downtown Waterloo spaces. Better overall performance of plays for rehearsal space, performance space, and customer service and experience.
Data/Analysis and Strategies:	As the City looks for higher and better use of its buildings, partnerships with other entities may help improve functions, space allocation, and overall experience.
Implementation, Accountability, and Communication:	Main Street Waterloo is involved with the meetings as well, to help engage others if needed.
Community Engagement Methods:	Main Street Waterloo is involved with the meetings as well, to help engage others if needed.
Expenditure Required/Source of Funds:	$17,500 TIF and/or bond funds
Alternative:	Not approve
Legal Descriptions:	NA

INVISION
PLANNING | ARCHITECTURE | INTERIORS

06 December 2022

Mayor Quentin Hart
City of Waterloo
City Hall
517 Mulberry Street
Waterloo, IA 50703

Re: **Waterloo Community Playhouse – Relocation from Walker Building – Study Proposal**

Mayor Hart:

We are pleased to present this proposal to the City of Waterloo for a study to determine Waterloo Community Playhouse (WCP) space needs and recommendations to relocate functions out of the Walker Building located at 224 Commercial Street into the Waterloo Center for the Arts (WCA) across the street.

Spaces to be considered in this study include rehearsal / black box performance space, classroom, dance studio, prop storage, costume storage, retail costume shop, office and meeting, and support functions. These functions, along with support spaces, occupy the existing Walker Building which is approximately 25,000 square feet on 3 levels.

Initial Project Drivers include:
1. Relocation of all WCP functions out of the Walker Building
2. More welcoming image for the playhouse at the WCA. A “beacon” for the community
3. Potential improvements to the Hope Martin Theatre

SCOPE DESCRIPTION

The scope of this study includes:
A. Update current WCA base floor plans
B. Development of a preliminary Space Program identifying future WCP space needs currently housed in the Walker Building.
C. Development of graphic plan diagram options for relocating spaces to the Waterloo Center for the Arts. Options could include utilizing existing space, renovation and new addition.
D. Finalization of selected option including a preliminary project budget as a recommendation.

DELIVERABLES INCLUDED:
1. Space program
2. Floor and site plan space diagrams over existing floor plans
3. Preliminary project budget
4. Narrative of recommendation
5. Exterior 3D conceptual rendering (not detailed)

SERVICES EXCLUDED:
A. Services beyond the scope of this agreement
B. Detailed floor plans
C. Complete design and engineering services
D. Mechanical, Electrical and Plumbing engineering
E. Site design or Civil engineering
F. Services related to the flood wall along the Cedar River

CITY OF WATERLOO / WCP RESPONSIBILITIES:

1. Identify key staff and stakeholders who will be involved throughout the process
2. Provide known criteria or goals for this project
3. Facility information important to this project: updates to floor plans, utility locations, etc.

Schedule: Five (5) meetings are anticipated: (1) facility tour for both Walker Building and WCA; (1) kickoff and draft space program review; (2) to review planning options and select; (1) final review meeting to refine selected option for recommendation.

Construction Budget: Preliminary budget is to be determined in this process.

BASE SERVICE FEE

For this scope of work, we propose a fee of $17,500. We will invoice monthly as work progresses.

Reimbursable expenses not included in the base fee above will be invoiced at cost and can include printing and mounting of graphics, multiple set printing, etc.

If this is acceptable, please return a signed copy of this letter to our office for our records. We will then formalize our agreement and begin scheduling work sessions.

Please contact us if you have any questions regarding the proposal. We appreciate this opportunity to work with Waterloo Community Playhouse and the City of Waterloo.

Sincerely,

Eric Ritland, AIA, EDAC
Partner
ericr@invisionarch.com

cc: Anita Ross, Executive Director, Waterloo Community Playhouse
Kent Shankle, Director, Waterloo Center for the Arts
Noel Anderson, Community Planning and Development Director, City of Waterloo

Accepted: _____
Signature Date

Printed Name: _____

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 1/3/2023
Prepared: 12/27/2022

ATTACHMENTS:

	Description	Type
	Amend for easement	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve resolution
Summary Statement:	The City of Waterloo partnered with Arts Mall Properties (Brent Dahlstrom) for the development of the Art Bloc muti-story riverfront housing project. The site was specifically located here as a part of the Riverfront Renaissance Project for riverfront housing. The developer's financing team would like specific assurances of the ability to gain access to and from the property on City-owned land. This amendment will specify that action.
Neighborhood Impact:	Approves access to site
Data/Analysis and Strategies:	Downtown Waterloo, zero setbacks, access across other sites is common for density development.
Community Engagement Methods:	There were several hearings for the construction and approval of this project.
Expenditure Required/Source of Funds:	None
Alternative:	Not approve

Preparer Information: Christopher J. Rausch, 372 SE Meadowlark Ct., Waukee, Iowa 50263 (314) 397-1750

SPACE ABOVE THIS LINE
FOR RECORDER

AMENDMENT TO DEVELOPMENT AGREEMENT AND AMENDMENT TO MINIMUM ASSESSMENT AGREEMENT

This Amendment to Development Agreement and Amendment to Minimum Assessment Agreement (the "Amendment") is entered into as of _____, 2022, by and among Arts Mall Properties, LLC (the "Sub-Assignee" or "Arts Mall Properties" or the "Company"), and the City of Waterloo, Iowa (the "City").

RECITALS

A. Grand Investments, LLC ("Grand") and City were original parties to that certain Development Agreement dated December 19, 2016 (the "DA") and filed January 24, 2017 as Doc. No. 2017-13397, concerning the development of the land (the "Property") described therein. The DA was later amended (the "First Amendment") to provide for a total assignment of Grand's interest and obligations under the DA to QOZ Arts Mall, LLC (the "Sub-Assignor"). The First Amendment was dated July 16, 2018 and filed August 6, 2018 as Doc. No. 2019-02035. Sub-Assignor and City were also parties to that certain Minimum Assessment Agreement (the "MAA") pertaining to the Property dated as of the same date as the DA and amended as of the same date as the First Amendment. The DA was later amended (the "Second Amendment") to provide for a total assignment of the Sub-Assignor's interest and obligations under the DA and the MAA to Arts Mall Properties, LLC (the "Sub-Assignee or the "Company"). The Second Amendment was dated January 17, 2019 and filed February 22, 2019 as Doc. No. 2019-00012766.

B. The parties desire to further amend the DA by adding a Section 7 (D) ("Access Easement") as below-mentioned.

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

1. The DA is amended to add a Section 7(D) as follows:

"Access Easement. City hereby grants to Company, its employees, agents, future tenants at the Property, and patrons and guests of said tenants, an easement for limited purposes of vehicular access over and upon the City owned Lot (Tax Lot 8913-26-229-008 and Tax Lot 8913-26-229-010) that abuts the Property on the southeasterly and northwesterly side. Said easement is non-exclusive and shall be in common with members of the general public".

2. Except as modified herein, the DA and MAA shall continue unmodified in full force and effect. Terms in this Amendment that are capitalized but not defined will have the same meanings herein that are ascribed to them in the DA or MAA, as applicable. The DA, MAA, and this Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

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

CITY OF WATERLOO, IOWA

By: _____

Print Name: Quentin Hart

Title: Mayor

Attest: _____
Kelley Felchle, City Clerk

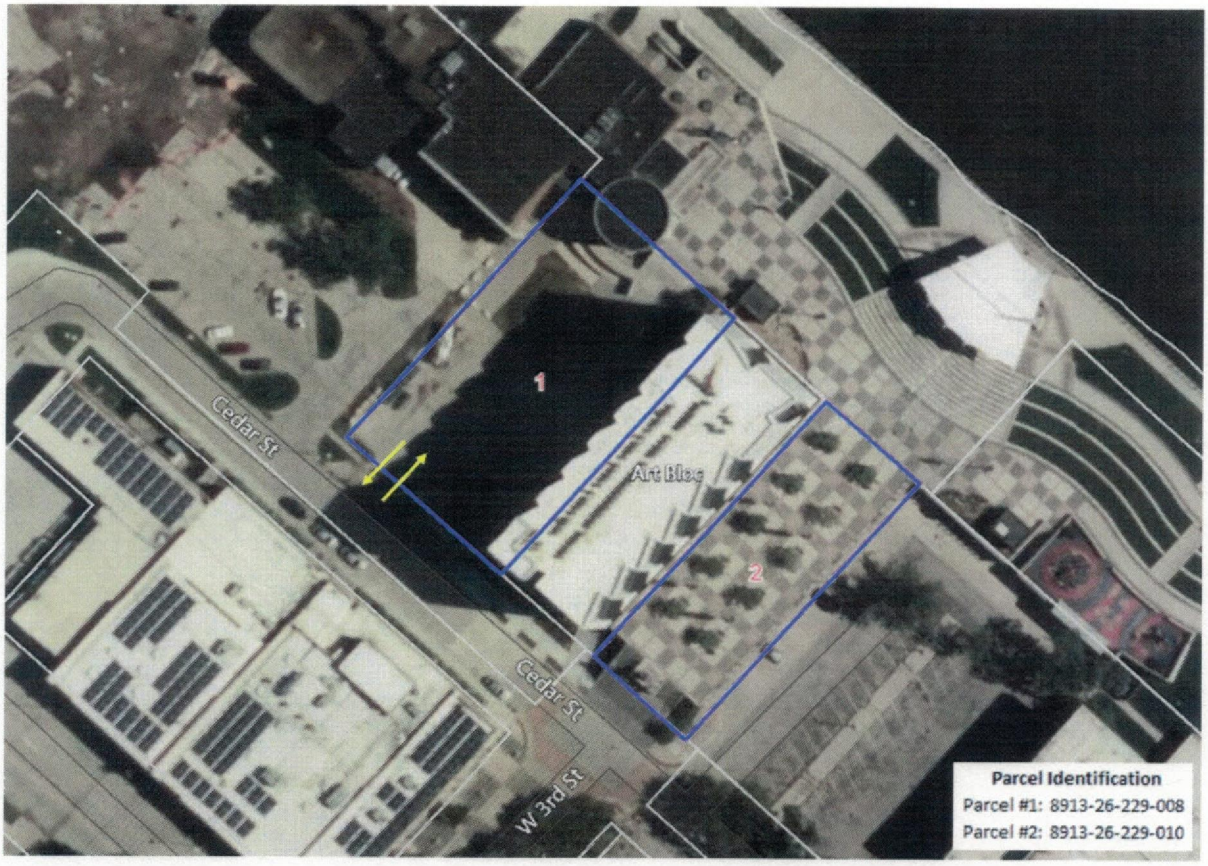
ARTS MALL PROPERTIES, LLC

By: _____

Print Name: Brent Dahlstrom

Title: Manager

EXHIBIT A


1
2
Cedar St
Art Bldg
Cedar St
W 3rd St
Parcel Identification
Parcel #1: 8913-26-229-008
Parcel #2: 8913-26-229-010

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 1/3/2023
Prepared: 12/27/2022

ATTACHMENTS:

Description	Type
Gray Rebate Amend drainage	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Adopt resolution
Summary Statement:	The new construction on site at northwest corner of GT Drive and Northeast Drive needed some additional drainage way improvements for a safer design of the area. After meeting with active Gray Transportation contractors at the site, it was mutually agreed it made better sense for them to include the improvements with their project, and the City would grant tax rebates for their additional work to improve the overall industrial area.
Neighborhood Impact:	Better visual of industrial park, safer driver experience in area for industrial business.
Data/Analysis and Strategies:	There were some drainage way improvements needed, active contractor, and good partnership with City and Gray to accomplish need.
Implementation, Accountability, and Communication:	City staff met on-site with company to accomplish a win-win final solution.
Community Engagement Methods:	There were hearings held for the construction and approval of this project.
Expenditure Required/Source of Funds:	Tax rebates
Alternative:	Not approve
Legal Descriptions:	NA

Prepared by Christopher S. Wendland, P.O. Box 596, Waterloo, IA 50703. 319-234-5701

AMENDMENT TO DEVELOPMENT AGREEMENT and AMENDMENT TO MINIMUM ASSESSMENT AGREEMENT

This Amendment to Development Agreement and Amendment to Minimum Assessment Agreement (the "Amendment") is entered into as of _____, by and between the City of Waterloo, Iowa ("City") and Gray Transportation, Inc. ("Company").

RECITALS

A. Company and City are parties to that certain Development Agreement dated February 7, 2022 (the "Agreement") concerning the development of property as described in the Agreement. Company and City are also parties to that certain Minimum Assessment Agreement of the same date (the "MAA") pertaining to the Property. The Agreement and MAA were recorded together on July 27, 2022 as Doc. No. 2023-1549.

B. The parties have determined that Company will undertake certain drainage improvements for the benefit of the Project, and that City will provide property tax rebates as incentives for Company to undertake such improvements.

C. The parties desire to amend the DA and MAA on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and of other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. The DA is amended to add the following new sections 7-1 through 7-4:

7-1. **Tax Rebates.** Provided that Company has completed Substantially Completed the Improvements before the Completion Deadline, City agrees to rebate property tax (with the exceptions noted below) with respect to the Improvements, as follows:

Year One through Year Five	75% rebate each year

for any taxable value added by the completed Improvements (each such payment is a "Rebate") over the initial base value of $30,350.00. Each Rebate is payable in respect of a given property tax fiscal year (a "Fiscal Year") only to the extent that (a) Company

has actually paid general property taxes due and owing for such Fiscal Year and (b) the city council has made an appropriation for the payment of the Rebate. To receive a Rebate for a given Fiscal Year, Company must, within twelve (12) months after the due date of the last installment of the property taxes for the respective Fiscal Year (i.e., the "March Installment"), submit a completed Rebate request to City on the form provided by or otherwise satisfactory to City. A failure to timely submit a request for a Rebate for a Fiscal Year will result in a forfeiture of the right to request a Rebate for such Fiscal Year. City agrees to consider a completed application for a Rebate within sixty (60) days after submission of the application to City.

The taxable value of the Property as a result of the Improvements must be increased by a minimum of 10% and must increase the annual tax by a minimum of $500.00. Rebates shall not be paid based on any special assessment levy, debt service levy, or any other levy that is exempted from treatment as tax increment financing under the provisions of applicable law. The first Fiscal Year in respect of which a Rebate may be given ("Year One") shall be the first full Fiscal Year for which the assessment is based upon the completed value of the Improvements and not based on a prior Fiscal Year for which the assessment is based solely upon (x) the value of the Property, or upon (y) the value of the Property and a partial value of the Improvements due to partial completion of such Improvements or a partial Fiscal Year.

As an example of the above provision, in the event all Improvements on the Property are Substantially Completed prior to January 1, 2024 and the Property and Improvements are assessed as fully completed based on the Plans, as may be revised, the property taxes that would be assessed based on the January 1, 2024 assessed value would be for the Fiscal Year ending June 30, 2026, with the taxes payable one-half by September 30, 2025 and one-half by March 31, 2026, then the first Rebate could be applied for after March 31, 2026 and prior to April 1, 2027.

7-2. **Limitations on Payment of Rebates.**

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

B. Notwithstanding the provisions of Section 7-1 hereof, City shall have no obligation to make a payment of a Rebate to Company if at any time during the term hereof City fails to appropriate funds for payment; City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Property and Improvements to fund a Rebate payment to Company, as contemplated under Section 7-1 above, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof; or City's ability to collect Tax Increment from the Improvements and Property is precluded or terminated by legislative changes to Iowa Code Chapter 403. Upon occurrence of any of the foregoing circumstances, City shall promptly forward notice of the same to Company. If the circumstances continue for a period during which two (2) annual Rebate payments would otherwise have been paid to Company under the terms of Section 7-1, then City may terminate this Agreement, without penalty or other liability to City, by written notice to Company.

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

7-3. **Conditions to City Funding.**

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

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

(i) The representations and warranties made by Company in Section 10 shall be true and correct as of the Rebate disbursement date with the same force and effect as if made at such date.

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

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

7-4. **No Encumbrances; Limited Exception.** Until completion of the Improvements, Company agrees that it shall not create, incur, or suffer to exist any Liens on the City Property, other than such mortgage or mortgages as may be reasonably necessary to finance Company's completion of the Improvements *and* of which Company notifies City before Company executes any such mortgage. Company may not mortgage the City Property or any part thereof for any purpose *except* in connection with financing of the Improvements.

2. The parties agree that the drainage improvements to be undertaken by Company shall be incorporated into the Plans or Modified Plans and subject to the terms of the Agreement with respect to the Plans or Modified Plans.

3. Section 2 of the MAA is amended to strike "December 31, 2033" therefrom and to substitute "December 31, 2038" in its place.

4. Except as amended herein, the DA and the MAA shall continue unmodified in full force and effect. Terms capitalized in this Amendment but not defined herein shall have the meaning ascribed to them in the Agreement. This Amendment is binding on the parties and the respective successors, assigns, transferees and legal representatives of each. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment to Development Agreement and Amendment to Minimum Assessment Agreement as of the date first set forth above.

GRAY TRANSPORTATION, INC.

By: _____
Darrin L. Gray, President

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

By: _____
Kelley Felchle, City Clerk

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on 11/10/2022, by Darrin L. Gray as President of Gray Transportation, Inc.



Notary Public

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

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

Notary Public

CITY OF WATERLOO

Council Communication

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 $_____, in conjunction with the FY 2017 Hammond Avenue Bridge Replacement Over Sink Creek Project, Contract No. 922, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 1/3/2023
Prepared: 12/20/2022

SUBJECT:	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 $_____, in conjunction with the FY 2017 Hammond Avenue Bridge Replacement Over Sink Creek Project, Contract No. 922, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Wayne Castle, PLS, PE, Associate Engineer
Neighborhood Impact:	This Supplemental Agreement No. 7 will cover HR Green's costs for updating the structural plans (three years old now), obtaining USACE 404 permit, and CLOMR/LOMR work. CES will have invoices for updating the plans and surveying costs to revise the field entrance for HCC.
Implementation, Accountability, and Communication:	IDOT SWAP Funding and Storm Water Fees

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 1/3/2023
Prepared: 12/20/2022

ATTACHMENTS:

	Description	Type
	Cont 1050_North Crossing Ph 3_Robinson_Addendum No 1	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Summary Statement:	See the attached agreement for Scope of Services.
Implementation, Accountability, and Communication:	
Expenditure Required/Source of Funds:	TIF funds

North Crossing Regional Planning and Design
Waterloo, Iowa

Addendum No. 1

WHEREAS, City of Waterloo and Robinson Engineering Company entered into a contract dated April 5, 2021 for the design of the North Crossing Regional Planning and Design project in Waterloo, Iowa.

WHEREAS, City of Waterloo and Robinson Engineering Company desire to amend the previous agreement to make the following revisions to the contract.

NOW THEREFORE, it is mutually agreed to amend the original Consultant Agreement as follows:

I. Scope of Services

The scope of services is amended to add the following scope items to the project:

Frontage Road Termination: Buckhart Street and the associated frontage road needed to be removed to have enough room for an intersection design at Heath Street and Logan Avenue (US Highway 63). This work will require several Iowa DOT permits, including a work in right-of-way permit, entrance permits and a utility permit.

McDonalds site redesign: The McDonalds site was redesigned to function properly given the proposed termination of the frontage road. This work includes the need for additional survey information. Robinson Engineering staff met with the Franchisee and coordinated with the Franchise Engineer to redesign the access to site after the frontage road is removed. Robinson staff will provide the Franchise Engineer with a design concept for their review. The storm sewer design will need to be reconfigured to move the site detention pond to a new location while continuing to meet storm water requirements for this site. A new intersection between Buckhart Street and Logan Avenue will need to be designed and coordinated with Franchisee Engineers and city staff.

Extend Phillip Caldwell Drive: This task includes additional topographic survey of the area, additional roadway design with the production of plan and profile sheets, and the design of all utilities in this area with plan sheets. The regional grading model was extended to include this additional area of coverage. An existing detention basin was designed to drain to the regional detention basin.

Restructure Stormwater Conveyances: This task included design drainage swales through the back yards of the commercial properties in the development to manage a portion of the 100-year storm water flows. Design the streets and the underground storm sewer system to allow only the front 50 to 100 feet of land to flow towards the streets. Design a number of different pipe outlets to channel the swales and storm sewer system to the regional detention pond to meet the stormwater management ordinance. Revised the detention pond calculations to match the new system and evaluate any impacts these changes would have on the pond design. Make changes to the pond as needed to accommodate the 100-year flows.

Lakeside Street Sanitary: The existing Lakeside Street sanitary sewer flows into the sewer main along East 4th Street. This task will look at the system and make any changes to the flows to ensure that it still drains into the 4th Street system.

Intersection at Heath Street and Logan Avenue: Although a subcontractor was tasked with the design of signals for this intersection, some modifications had to be made. This task includes making changes in the sidewalk and the intersection layout to provide room for the proposed signals.

Final Platting and Right-of-Way Displays: This task will include the platting of North Crossing 5th Addition in the area around Phillip Caldwell Drive. Platting work will be completed by a subconsultant with a Licensed Surveyor on staff. Right-of-way displays will be produced to show impacts to property lines and proposed easements.

Construction Administration: This task will include the review of shop drawings during construction by the design engineer only. Any additional construction needs will be outside of this contract and need to be provided for elsewhere.

II. Compensation

Frontage Road Termination:	
Buckholt/Logan Revised Access	$2,500
Iowa DOT Permits and Coordination	$3,500
Storm Sewer Adjustments	$4,500
Temporary Carwash Accommodations	$ 800
McDonalds Redesign:	
Meeting with Franchise	$ 600
Coordinating with Franchise Engineer	$2,500
Sitework Function and Concept Work	$6,500
Relocating Site Detention at McDonalds	$4,200
Storm Sewer Reconfiguration	$3,000
Additional Topographic Survey	$4,500
Plat Revisions	$1,400
Phillip Caldwell Drive Extension:	
Design and Plan Sheets	$7,000
Storm Sewer Adjustments	$3,000
Existing detention bypass to regional basin	$7,000
Water and Sanitary Design	$1,200
Additional Survey	$1,000
Extended Regional Grading Plan	$3,400
Restructure Stormwater Conveyance:	
Storm Sewer System Redesign	$13,500
Swale Design	$2,250
Regional Basin Design	$6,000

Lakeside Street Sanitary:	
Design and Plan Sheets	$4,200
Intersection – Heath & Logan:	
Inclusion of plans	$1,000
West Quadrant Crosswalks	$2,000
Final Platting and Right-of-Way:	
North Crossing 5th Addition Final Plats	$5,000
Right-of-way Exhibits	$5,000
Construction Administration:	
Shop Drawing Review	$3,500
Total Additional Compensation =	$99,050.00

The compensation for this supplemental agreement is to be integrated with that covered under the original contract.

III. In all other respects, the obligations of City of Waterloo and Robinson Engineering Company shall remain as specified in the Original Contract dated April 5, 2021, and all addendums.

IN WHITNESS WHEREOF, the parties hereto have executed this Addendum No. 1 as of the dates shown below.

OWNER: _____
City of Waterloo
By: Quentin M. Hart
Title: Mayor

ENGINEER: Monica Smith
Robinson Engineering Company
By: Monica Smith, PE
Title: President

ATTEST: _____
Kelley Felchle, CMC
City Clerk

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 1/3/2023
Prepared: 12/27/2022

ATTACHMENTS:

	Description	Type
	Service Agreement - ExecuTime	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Bridgett Wood, Finance Manager
Summary Statement:	This payroll software will replace the current payroll software that is being sunset. It also integrates into the current accounting and workforce software the City has through Tyler Technologies. It will provide for mobile access and advance scheduling which the current payroll software does not offer. This will also be hosted via the cloud so no additional server storage is required on-site.

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means the City of Waterloo, Iowa.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project

deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO

YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	City of Waterloo, IA
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____
Address for Notices: Tyler Technologies, Inc. One Tyler Drive Yarmouth, ME 04096 Attention: Chief Legal Officer	Address for Notices: City of Waterloo 500 Jefferson Street Waterloo, IA 50701 Attention: _____



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Robb Ann Hurst
Quote Expiration:	5/31/23
Quote Name:	Cloud TA900/AS170

Sales Quotation For:
City of Waterloo
500 Jefferson St
Waterloo IA 50701-5422

Tyler Annual Software - SaaS

Description	Annual
New World ERP	
Time & Attendance	
Time & Attendance Mobile Access License	$ 3,636
Time & Attendance	$ 24,197
Advanced Scheduling Mobile	$ 2,849
Advanced Scheduling	$ 12,099
Sub-Total	$ 42,781
Less Discount:	*$ 7,131*
TOTAL	**$ 35,650**

Hourly Services

Description	Hours	Price
New World ERP		

Time & Attendance			
Advanced Scheduling Implementation Fees		64	$ 12,480
Time & Attendance Implementation Fees		176	$ 34,320
	TOTAL	**240**	**$ 46,800**

Fixed Fee Services

Description	Units	Price	Maintenance
New World ERP			
Other Services			
Project Management	1	$ 0	$ 0
Time & Attendance			
Project Management	1	$ 5,850	$ 0
TOTAL		**$ 5,850**	**$ 0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0	$ 0
Total SaaS	$ 0	$ 35,650
Total Tyler Services	$ 52,650	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 52,650**	**$ 35,650**
Contract Total	**$ 88,300**	

Any acquisition of clocks and/or clock maintenance is subject to the following terms:
Time & Attendance Clock Terms (tylertech.com)

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

• License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
• Fees for hardware are invoiced upon delivery.
• Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
• Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
• Fees for services included in this sales quotation shall be invoiced as indicated below.
o Implementation and other professional services fees shall be invoiced as delivered.
o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into
Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and material basis. "
o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where Project Planning Services are
provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears,
beginning on the first day of the month immediately following initiation of project planning.
o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration
Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product
suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.
• Expenses associated with onsite services are invoiced as incurred.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here:

https://www.tylertech.com/terms/tyler-saas-services.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

CITY OF WATERLOO

Council Communication

Resolution approving changes to the City Credit Card Policy, effective January 4, 2023.

City Council Meeting: 1/3/2023
Prepared: 12/20/2022

ATTACHMENTS:

	Description	Type
🗋	Credit Card Policy Proposed December 19, 2022	Backup Material

SUBJECT:	Resolution approving changes to the City Credit Card Policy, effective January 4, 2023.
Submitted by:	Submitted By: Bridgett Wood, Finance Manager
Summary Statement:	The Credit Card policy was reviewed by City Council at the work session on December 19, 2022. The agreed-upon changes have been incorporated into the policy.

CITY CREDIT CARDS

OVERVIEW

Purpose

These guidelines establish the City's basic policies and procedures for using credit cards in making supply and service purchases on behalf of the City and paying for travel expenses when on City business as outline in the Travel and Meeting Policy.

Objectives

By using credit cards instead of other payment options we hope to:

- Reduce procurement and payment processing costs.
- Improve vendor relations by making "doing business" with the City easier.
- Take advantage of cost-saving opportunities by purchasing on the Internet and through catalogs.

Background

In the past, the City has limited its use of credit cards to those situations where it was the only viable payment option. Accordingly, Finance maintained a limited number of "generic" Visa cards in the City's name in a central inventory. With approval by the department head, Finance issued these cards on a case-by-case basis, usually for travel purposes. After their use, employees returned the card along with their receipts. In a few cases, Finance issued card numbers (but not the card itself) to departments for use in over-the-phone, fax or Internet purchases. As commerce and business is changing, departments are finding the need for a credit card of their own to manage without having the check in/out one from the Finance Department. This saves time for both Finance staff and other department's staff. This means that each Department Head or elected City Officials will need to determine the number of credit cards their department needs and the limit on each card (subject to the approval of the Finance Department), making sure even with higher limits to abide by the purchasing, pre-authorization, and travel policies as required.

Several factors have led the City to recommend the use of credit cards:

- Some vendors who once agreed to "open purchase orders" will no longer do so; they require either a major credit card or store-issued credit cards to make purchases.
- Internet and catalog (via telephone and fax) purchasing is much more prevalent (offering significant cost-reduction opportunities for the City), and this requires the use of a credit card.

Internal Control Concerns

- While credit cards provide a cost-effective alternative for purchasing items and paying for authorized travel expenditures, the potential for abuse may offset any benefits that they offer. To address this concern, the following policies are recommended for implementation.

Adoption and Implementation. The Council is responsible for adopting the City's credit card policy and for approving any significant policy revisions to it. The Mayor is responsible for developing administrative procedures as needed to implement the guidelines. In this role, the Mayor is authorized to make minor administrative changes in the guidelines as long as they are intended to carryout the purpose of these guidelines and will not have any significant policy impacts.

These are overall guidelines for the City. Departments may implement more restrictive guidelines, but may not adopt any that are more liberal.

Summary. Some level of risk is inherent in expanding credit card use in conducting City business, and we should recognize this. However, there are also significant advantages; and with reasonable internal controls and exercise of good judgment by cardholders, we believe these advantages outweigh the underlying potential for abuse.

POLICIES

- Department heads or elected city officials will be responsible for distributing City credit cards to employees as needed and will assume responsibility for those employees' purchases as well. Before receiving and/or using a city credit card, employees will sign a Credit Cardholder Use Agreement to be held on file in their personnel record and with the Finance Department

- Department heads will set credit card limits up to $5,000. Based on written justification by the department head, the Finance Department may approve credit limits in excess of this amount. Department heads may also set "per transaction" limits at their discretion.

- Credit cards should never be used to circumvent established competitive purchasing procedures. This means no purchases for goods or services should be made in excess of the threshold that would otherwise require competitive bidding.

- Credit cards may be used in paying for travel expenses. However, the City's *Travel Guidelines* still apply to all such credit card payments, including the use of Travel Requests and per diem amounts.

- **Employees will not use City credit cards to obtain cash advances for any reason.** Obtaining cash advances on City cards is a misuse of City funds and a serious breach of the City's ethics policy. Doing so—even if the intent is to reimburse the City later and even if the cash is used for legitimate City expenses—will result in disciplinary action, up to and including termination.

- **Employees will not use City credit cards for personal expenses even if the intent is to reimburse the City later**. Charging personal expenses on City cards is a misuse of City funds and a serious breach of the City's ethics policy. Doing so—even if the intent is to reimburse the City later—will result in disciplinary action, up to and including termination.

  Note: Including minor incidental expenses as a component part of a larger billing—such as personal telephone calls or video rentals on a hotel bill—is allowed if reimbursed at the time the credit card billing is submitted for payment.

Standard Way of Doing Business. Using credit cards is no longer a "special way" of purchasing supplies and services on behalf of the City; for certain purchases, it will become the standard way of doing business. For those employees assigned City credit cards, purchasing supplies and services on behalf of the City is an integral part of their job duties; and failure to follow City policies and procedures regarding the use of City cards is no different from failure to follow policies and procedures in any other aspect of their job.

PROCEDURES

Requesting Credit Cards. Department heads should submit credit card requests to Finance with a completed Credit Cardholder Use Agreement to approve cardholders and set credit card limits. Department heads will need to include supplemental justification for credit limits in excess of $5,000.

Criteria. Department heads should consider the following factors in approving credit card use for their staff and setting credit limits:

- Ability to hold the employee accountable for purchases made on the card.

- Recognition that delegating authority to an employee to purchase via credit card is not conceptually different from delegating authority to them to purchase from an open contract on a vendor account. In this context, departments should consider issuing cards in the same manner that they would consider authorizing employees to use open vendor accounts. On the other hand, there is much greater potential in the "breadth-of-use" of credit cards: employees can use them with more than just a few vendors. Department heads should also consider this added discretion and increased potential for abuse in approving credit cardholders.

- Frequency of use, diversity of vendors and dollar value of purchases made by the employee.

Cardholder Use Agreement. Before receiving a credit card, employees will sign a "credit cardholder use agreement" (Exhibit A) setting forth their obligations under this program.

Competitive Bidding. The City's competitive bidding standards apply to all types of payment methods, including credit card purchases. Generally, credit card purchases other than for items such as computer equipment and airfare will be for smaller expenditures. While there may be

exceptions as allowed under the City's purchasing policies, this means expenditure pre-authorizations should be obtained for purchases in excess of $2,500 and travel requests should be obtained for travel expenditures.

Timely Payment. Department heads are responsible for ensuring that payment vouchers with appropriate supporting documentation are provided to the Finance Department prior to the due date for payment. To avoid posting errors, administrative charges and late fees, Finance will pay all credit card charges on a timely basis, even if supporting documentation is not yet received from the operating departments. When subsequently received, the supporting documentation will be retroactively reconciled to the payment. Instances where this occurs should be very rare and due to extenuating circumstances. Accounting staff will notify the Finance Department Head of any such instances of late or inaccurate payment submittals. After reviewing the circumstances, the Finance Department Head will recommend to the department head appropriate follow-up action, including cancellation of card privileges and disciplinary action.

Disputed Charges. Card users are responsible for ensuring that the vendor, issuing bank and Finance Department are notified immediately of any disputed charges. Standard forms (provided by the issuing bank) are available from Finance for this purpose. Departments should pay the statement in full—including any disputed amounts—to avoid finance charges and late fees; when resolved, this will result in a credit to the account on the next monthly statement.

Standard Process for Payment. The City's standard accounts payable system will be used in processing monthly credit card statements for payment. Each credit card charge should be listed separately on the credit card payment voucher, and account numbers, purchase descriptions and amounts referenced as appropriate. Supporting documentation for credit card payments should be the same as for any other accounts payable item. This means that original invoices (or detailed receipts) along with detailed credit card receipts must be retained, reconciled to the credit card statement and attached to the payment voucher.

Lost or Stolen Cards. Cardholders are responsible for ensuring that the issuing bank and the Finance Department Head are notified immediately if the card is lost or stolen. Standard forms (provided by the issuing bank) are available from Finance for this purpose. Failure to do so may result in making the cardholder responsible for any fraudulent use of the card.

Disciplinary Action. Department heads are responsible for all disciplinary action surrounding misuse of cards, including requesting cancellation of card privileges.

Return of the Card Upon Request or Termination. Cardholders will immediately surrender their card upon request of their department head. Human Resources is responsible for retrieving the credit card when an employee separates from the City. Use of the credit card for any purpose after its surrender is prohibited.

RESPONSIBILITIES

- **Cardholders.** Purchase supplies and services on behalf on the City in accordance with these guidelines as well as other established City policies.

- **Department Heads.** Authorize issuance of credit cards and set credit limits; develop and implement departmental procedures to ensure that payments are appropriately reviewed and approved, processed in a timely manner and that all supporting documentation is retained, reconciled to monthly statements and attached to payment vouchers; and oversee implementation of these guidelines.

- **Finance.** Establish "master account" relationship with issuing bank; issue credit cards as requested by department heads in accordance with these guidelines; process credit card payment vouchers in accordance with the City's accounts payable policies and procedures; ensure that the monthly "master account" is paid in full on a timely basis; develop guidelines ("best practices") for departmental payment procedures; help resolve billing disputes; and replace lost or stolen cards.

- **Human Resources.** Retrieve credit cards from employees separating from the City.

SUMMARY

These guidelines cannot cover every issue, exception or contingency that may arise in using City credit cards. Accordingly, the basic standard that should always prevail is to use common sense and good judgment in the use and stewardship of City resources.

Amended, restated, and Approved by City Council on January 3, 2023. (Previously approved by the City Council July 8, 2002)

City Credit Card Policy

CITY OF WATERLOO
CREDIT CARDHOLDER USE AGREEMENT

Employee: _____ Department: _____

Approved By:
Department Head: _____Finance Department:_____

The above named employee (Cardholder) of the City of Waterloo has been issued a City credit card. The Cardholder has been provided with a copy of the City's credit card policy, and hereby agrees to comply with all terms and conditions set forth therein, including but not limited to:

1. **Official Use Only.** City credit cards are for official City use only. Obtaining cash advances on City cards is a misuse of City funds and a serious breach of the City's ethics policy even if the cash is used for legitimate City business expenses. Charging personal expenses on City cards is a misuse of City funds and a serious breach of the City's ethics policy. Obtaining cash advances or charging personal expenses—even if the intent is to reimburse the City later—will result in disciplinary action, up to and including termination. Minor incidental expenses as a component part of a larger billing—such as personal telephone calls or video rentals on a hotel bill—may be allowed if reimbursed at the time the credit card billing is submitted for payment.

2. **Timely, Accurate and Supported Payments.** Credit card payments will be processed on a timely basis, and adequate supporting documentation (such as vendor order forms, receipts, invoices and credit card receipts) will be retained for all charges and attached to payment vouchers. If appropriate receipts are not retained and turned in I agree to reimburse the City through payroll deduction for any undocumented charges or any charges that do not comply with City policies.

3. **Disputed Charges.** The vendor, issuing bank and Finance Department will be notified immediately of any disputed charges.

4. **Lost or Stolen Cards.** The issuing bank and the Department of Finance will be notified immediately of a lost or stolen card. Failure to do so could make the Cardholder responsible for any fraudulent use of the card.

5. **Surrender Upon Request or Separation.** The credit card will be immediately surrendered upon retirement, termination or upon request of the department head. Use of the credit card for any purpose after its surrender is prohibited.

6. **Credit Card Limit.** The credit limit of this card is $_____.

7. **Other Restrictions.** _____.

I have been advised of and accept the City of Waterloo Credit Card policies and procedures.

_____
Cardholder Signature Date

DISTRIBUTION: Original—Cardholder Personnel File Copies—Finance, Department Head and Cardholder

RETURN OF CITY CREDIT CARD UPON SEPARATION FROM CITY EMPLOYMENT

I HEREBY SURRENDER the credit card issued to me by the City of Waterloo to the Human Resource Department. I declare that all outstanding charges on the credit card are for official City business and will be paid through established procedures.

_____ _____
Cardholder Signature Date Human Resources Date

CITY OF WATERLOO

Council Communication

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.

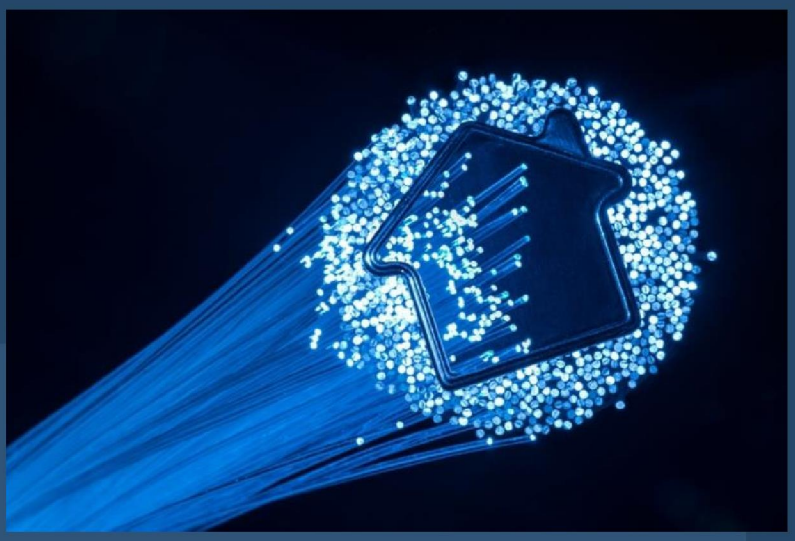
City Council Meeting: 1/3/2023
Prepared: 12/27/2022

ATTACHMENTS:

	Description	Type
	Magellan Professional Services Agreement - Project Management, Construction Management, and Inspection Services for 2023	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Bridgett Wood, Finance Manager
Summary Statement:	The City is requesting to enter into a Professional Services Agreement with Magellan Advisors, LLC for the fiber backbone and fiber-to-the-home project implementation. The agreement covers project management, construction management, and inspection services for the project. The not to exceed costs are for calendar year 2023.

CITY OF WATERLOO, IOWA



Project Management, Construction Management and Inspections Services

Prepared for:
Mayor Quentin Hart
quentin.hart@waterloo-ia.org

Prepared by:
Courtney Violette
Magellan
cviolette@magellanbroadband.com
386-931-3520
magellanbroadband.com

Magellan

Scope of Work

With the Project Design completed, and shovel ready drawings prepared, the City is ready to move into Project Implementation which includes many tasks related to network construction planning, facilities planning, electronics and equipment, wholesale services, and interconnections into network partners.

Magellan proposes to continue in its role as Project Engineer for the duration of the buildout, while also providing Project Management, Construction Management and Inspections services to oversee the deployment of Waterloo's fiber backbone and FTTH networks.

We propose the following SOW:

TASK 1: PROJECT MANAGEMENT

(Begins Month 1)

Magellan will provide an experienced Project Manager ("PM") and Project Management Team to oversee all technical and operational tasks required to launch the Waterloo Fiber network, including both backbone and FTTH components. Additional resources including Magellan's Project Executive, Technical Consultants, and others will be tasked with fulfilling various portions of these tasks throughout the duration of this engagement. Expected tasks include:

- Manage and coordinate day-to-day activities of moving the City's network into construction as expeditiously as possible following the City's procurement process, contract approval and notice to proceed.
- Ensure all Federal Funding contract requirements are included in each procurement where necessary.
- Manage Project Capital Expenditure budgets and develop reports as necessary.
- Team with Construction Manager and Construction Inspectors to manage the project implementation plan, including tracking to schedule, budget, issues identification and resolution, and risk mitigation.
- Provide regular progress reports, and schedule and coordinate all project related calls, as well as ad-hoc vendor/coordination discussions.

- Refine and revise the project implementation plan to reflect the OSP buildout schedule and all necessary steps to implement and turn-up the network.
- Develop working relationship with Cedar Falls Utilities (CFU) for wholesale services and operational support, including integration into the 28E agreement(s) for shared video (cable TV) headend, IP transit peering for Internet access, and exploration of collocation and NOC services beneficial to Waterloo Fiber's ongoing operations.
- Oversee negotiation of programming, transport, and licensing agreements with NCTC for video service offering.
- Work with Magellan's Subject Matter Experts (SMEs) to create the designs, functional specifications, scopes of work, and RFP's necessary for implementation of Waterloo Fiber including network equipment, operating support systems (OSS), prefabricated shelters, inside plant, service fulfillment, and operational services. Magellan's SME's will research and advise on all options available to the city specific to each procurement including value-engineering designs, developing Statements of Work (SoW), and validating costs to budget. Our team will deliver customized SOWs for each procurement, recommend the appropriate procurement vehicle, and participate in the procurement process including pre-bid conferences, bidder inquiries, issuing RFP addendums, evaluating bids, making recommendations, and assisting in final negotiations.

Project related procurements may include:

  - Fiber-Optic OSP Construction (RFP in development)
  - Fiber Management Systems
  - Operating Support Systems
  - Billing Systems
  - Data Center/Building Renovations/Architectural Engineering
  - Inside Plant (ISP), Power, Environmental, Access Security, etc.
  - Network Equipment and Software
  - Wholesale Internet and Transport Services
  - Voice Services and Video (Cable TV) Components and Integrators
  - Data Center Colocation and Entrance Facility Options
  - Fiber-Optic OSP Operations, Maintenance, and Monetization

  - Service Installation and Activation for Subscribers
  - Contracted Network Operations Services

- Manage design changes, and value engineering opportunities for the fiber-optic network, including coordinating all project approvals/changes, change orders, billing/invoice approvals by vendors, and other project administrative functions.
- Work with Magellan SME's and vendors to ensure that equipment and software are implemented, configured, and tested prior to launch.
- Assist in development of job descriptions, interviews, staffing readiness, and suggested workplace environment.
- Support Business Operations and Readiness:
  - Prepare for customer service readiness ("CSR") by determining workflows for all new site order types (e.g. initial installs, changes, trouble handling, etc.)
  - Assist with billing and accounting setup
  - Oversee integration of BSS/OSS systems for order management, service provisioning, and subscriber billing
  - Setup processes to interact with O&M vendors for scheduling work orders, adds/moves/changes, and repairs
  - Test processes prior to production launch
- Oversee deployment of the service edge and upstream services including CFU Internet, CFU video, and iMon voice.
- Develop and oversee acceptance tests of the network and services.
- Oversee production launch based on rollout plan with post-rollout review.
- Develop maintenance procedures for repair and restoration. Ensure smooth transition to City Operations and City staff.

TASK 2: PROJECT ENGINEERING SUPPORT

(Begins Month 3)

Magellan proposes to continue providing engineering support for the project during the full construction and deployment effort. There will be numerous requirements for drawings to be revised and modified during the permit process, and to support field changes that may occur in the field. Engineering support will include a design project

management resource, additional fielding efforts in the Waterloo market as needed, and ongoing management and oversight from Magellan's Iowa licensed Professional Engineer ("PE").

TASK 3: CONSTRUCTION MANAGEMENT

(Begins Month 2 - 60-Days Before Construction Mobilization)

Magellan's Construction Manager ("CM") will act as the City's liaison to the Outside Plant (OSP Construction Contractors) team and will manage the overall construction of the City's fiber-optic network(s). The CM will review overall compliance with project schedules and specifications, assessing Contractor adherence to public works and right of way restrictions, performance of construction activities, and development of applicable project documentation.

Other tasks that will be performed include:

- Managing the overall Construction deployment of the Outside Plant (OSP), ensuring schedule management, specification compliance and documentation.
- Approving all materials to be used in the job, as well as all construction subcontractors.
- Act as the main point of contact for selected OSP Contractor, addressing field issues, coordinating daily activities, assessing compliance with both health and safety requirements and with applicable permits.
- Coordinating with the City as applicable on updates with project reporting, construction activities, material access and handling, production tracking, documentation control, administrative requirements.
- Production tracking, coordination with construction vendor, assessing adherence to schedule commitments, troubleshooting, tracking completion of punch list items, confirming final completion and delivery, and turnover to operations.
- Review of production installations to specifications and assisting the City to manage the project within budget and schedule timelines.
- Facilitating "onsite" quarterly, cross-functional meetings with the City, providing applicable construction updates, identifying any issues with, and resolution of, applicable action items.

TASK 4: CONSTRUCTION INSPECTION

(Begins Month 3 - 30-Days Before Construction Mobilization)

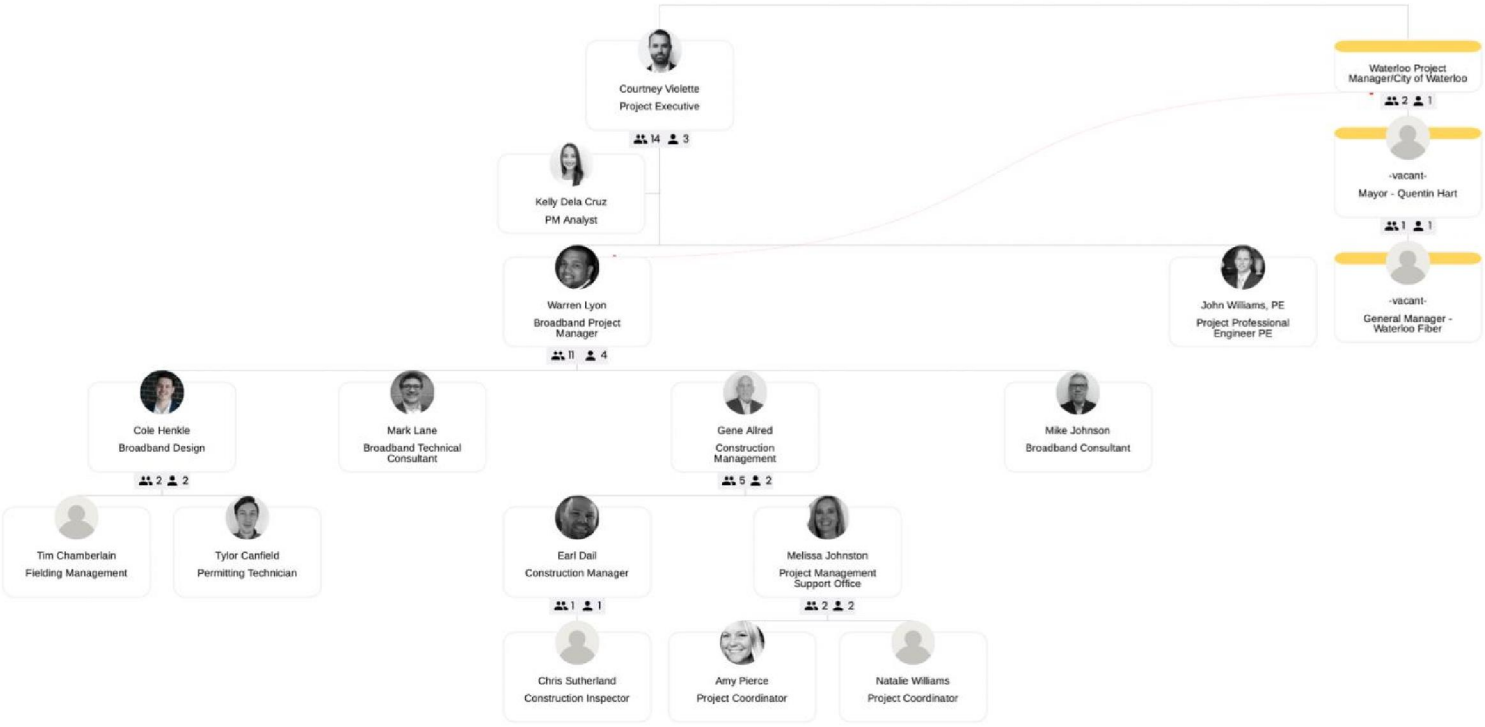
Magellan will provide Construction Inspection ("CI") services for the City as Waterloo's network is constructed. Magellan has assumed at least (1) one construction inspector to start but may require a second. Our estimates include a single inspector for either each Construction Prime Contractor, or for every 4 construction crews.

Magellan's construction inspectors will provide on-site supervision to determine compliance with project specifications, safety and permitting requirements. In addition, Magellan will provide quality review on installation and ground restoration in real time. All field data and information related to changes in the field, as built and redline information will also be acquired and reviewed in real time. In addition to these services, on-site inspection services provide field representation, to assist the City with oversight of crews in the field. Field inspection services include the following, as well as per diem, lodging, and vehicles for local CI resources up to 6 days per week:

- Real time inspection services, including compliance and specification review of installations.
- Onsite assessment of installed quantities and installation quality assurance.
- Review of compliance with safety standards including OSHA, city, county, and state requirements, as well as maintenance of traffic compliance and permit-specific requirements.
- Review of local, state, and federal code compliance including National Electric Safety Code.
- Onsite supervision of fiber-optic testing (OTDR and power meter) and compliance.
- Field level decision-making to minimize crew downtime.
- Review of deliverable accuracy for all documentation including red lines, directional bore logs and production sheets.

Magellan Project Team

Magellan's proposed Project Team is depicted below, however Magellan reserves the right to modify and change team members as necessary.



Pricing

The tasks outlined in the Scope above, will be performed on a monthly fixed price basis, excluding travel expenses that will be billed as incurred on a not to exceed basis, and invoiced as follows.

Task(s)/Description	Cost
Task 1: Project Management	$25,000
Task 2: Project Engineering Support[1]	$5,000
Task 3: Construction Management [2] (Includes 1 in market Construction Manager/Inspector)	$30,000
Task 4: Construction Inspection[3] (1 inspector per 4 construction crews) (Each contractor requires one inspector if multiple contractors)	$22,500[4]
Monthly Total	**$82,500**
Estimated Monthly Travel Expenses (billed as incurred)	**$4,000**
Monthly Total	**$86,500**

[1] Project Engineering Support billing starts Month 3

[2] Construction Management billing starts Month 2 – 60 days from construction mobilization

[3] Construction Inspections billing starts Month 3 – 30 days from construction mobilization

[4] Additional inspectors billed at $20,000 per month

Estimated Schedule

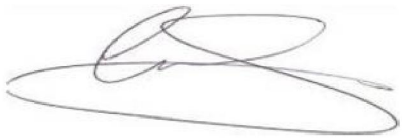
Magellan estimates that construction of all phases will take 36 months as depicted below. While construction activity would require Construction Inspection services during the construction phases of the project, we anticipate Construction Management through full construction closeout and Project Management for full turnkey deployment to take up to 45 months. Magellan proposes to handle all Project Management and Construction Management related services over this term through construction punch lists, data center and services turn-up, site migration, and execution of its implementation plan.

Table 1 - Services Jan 2023 – Dec 2023

Billing Month/Year (Month #)	Description	PM	PE	CM	CI	Expenses	Monthly Total
January 2023 (Month 1)		$25,000	$0	$0	$0	$2,000	$27,000
February 2023 (Month 2)		$25,000	$0	$30,000	$0	$2,000	$57,000
March 2023 (Month 3)		$25,000	$5,000	$30,000	$22,500	$4,000	$86,500
April 2023 (Month 4)	Milestone: Construction Start Construction Month 1	$25,000	$5,000	$30,000	$22,500	$4,000	$86,500
May 2023 (Month 5)	Construction Month 2	$25,000	$5,000	$30,000	$22,500	$4,000	$86,500
June 2023 (Month 6)	Construction Month 3	$25,000	$5,000	$30,000	$22,500	$4,000	$86,500
July 2023 (Month 7)	Construction Month 4	$25,000	$5,000	$30,000	$22,500	$4,000	$86,500
August 2023 (Month 8)	Construction Month 5	$25,000	$5,000	$30,000	$22,500	$4,000	$86,500
September 2023 (Month 9)	Construction Month 6	$25,000	$5,000	$30,000	$22,500	$4,000	$86,500
October 2023 (Month 10)	Construction Month 7	$25,000	$5,000	$30,000	$22,500	$4,000	$86,500
November 2023 (Month 11)	Construction Month 8	$25,000	$5,000	$30,000	$22,500	$4,000	$86,500
December 2023 (Month 12)	Construction Month 9	$25,000	$5,000	$30,000	$22,500	$4,000	$86,500
Cost Estimates through December 2023							**$949,000**

Signature & Acceptance

Signature of this Proposal by Client warrants that all components of this Proposal are acceptable to the City of Waterloo and that the person(s) signing this Proposal has the right, power, and authority to execute the Proposal.

Magellan Advisors, LLC A Florida Limited Liability Company 999 18th Street, Suite 3000, Denver, CO 80202	City of Waterloo 715 Mulberry Street Waterloo, IA 50703
Print Name: Courtney Violette	Print Name:
Title: COO	Title:
Signature: 	Signature:
Date: December 1, 2022	Date:

CITY OF WATERLOO

Council Communication

An ordinance adopting a new city seal and logo.

City Council Meeting: 1/3/2023
Prepared: 12/28/2022

ATTACHMENTS:

	Description	Type
	Ord. City Seal Amendment 12.9.2022.pdf	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 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. 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: Kelley Felchle, City Clerk

1-2-2: CITY SEAL AND LOGO:

A. CITY SEAL: A seal having in the center an image consisting of the Cedar River on the bottom of the image, the covered 4th Street Bridge spanning the Cedar River in the center, vegetation appearing directly above the bridge, and a depiction of buildings representing the city skyline behind the vegetation. Arching along the top of the image are the words "CITY OF WATERLOO" and arching along the bottom of the image are the words "OFFICIAL SEAL". The words on top and bottom of the image are separated by one small circle on the right and left side of the image that lies parallel on either side with the image of the 4th Street Bridge. The city clerk shall procure such a seal, have the custody of the seal, and cause it to be affixed to all documents, resolutions, ordinances, transcripts, orders or certificates, which it may be necessary or proper to authenticate as an official city document. Any use of the city seal in a manner inconsistent with this section, or by a person not authorized by this section, shall be a violation of this code. The image of the seal appear in the colors shown below as follows:



B. CITY LOGO: The city logo consists of the words "CITY OF WATERLOO" with a large, stylized "W". The city logo may also appear with the tagline "Community of Opportunity" or the name of a city department below Waterloo. The image of the city logo appear in the colors shown below as follows:



C. All uses of the image of the city seal and city logo are restricted to official city business and such other appropriate uses that further the operations of the city as may be authorized in writing by the mayor, the mayor's designee(s) or city clerk, or as

otherwise specifically permitted by this Code. This Section shall not prohibit the public from displaying the image of the city seal and city logo for the purpose of promoting community pride.

D. City officers, city employees, members of the city council, and members of city boards and commissions may use stationary, printed materials, pins, clothing, flags, and other articles with the image of the city seal or city logo while acting within the scope of their office or employment.

E. No person, including any elected officer of the city, may use the image of the city seal or city logo in any correspondence or other printed materials distributed in favor of or against any ballot measure or in favor of or against any candidate for public office.

F. The image of the city seal or city logo may be at times requested for use by outside entities or agencies for events co-hosted or supported by the city. All such requests must be submitted to the mayor or the mayor's designee(s) who has the discretion to approve or deny such requests, and to promulgate the manner, timing, and format of such requests.

G. City departments, such as the police department, fire department, library, leisure services, and airport, may adopt department logos. Such logos shall be approved by the mayor prior to use.

H. The city may adopt trademarks and service marks to protect the use of its name, marks, and ensure that the city shares in the benefits derived from commercial and non-commercial use of its marks in order to comply with and assure protection under federal trademark law.

I. It shall be unlawful for any person to make or use the city seal or city logo fraudulently, or without express written permission of the City of Waterloo. Unauthorized use of the city seal or city logo shall be a violation of this Code.

CITY OF WATERLOO

Council Communication

4:15 p.m. Council Work Session, Harold E. Getty Council Chambers

City Council Meeting: 1/3/2023
Prepared:

Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

Airport Board Meeting minutes of October 26, 2022.

City Council Meeting: 1/3/2023
Prepared: 12/15/2022

ATTACHMENTS:

	Description	Type
🗋	Airport Board Meeting Minutes of October 26, 2022	Backup Material

SUBJECT: Airport Board Meeting minutes of October 26, 2022.

Submitted by: Submitted By:

MINUTES

WATERLOO REGIONAL AIRPORT BOARD

Wednesday, October 26, 2022

I. ROLL CALL

Board Chair, Scott Voigt, called the meeting to order at 12:00 p.m.

Board Members Present:	Arlene Humble, Scott Voigt, Gwenne Berry, Cary Darrah, and David Deeds.
Board Members Absent:	Todd Holcomb and Doug Rathburn.
City Officials Present:	Ray Feuss, Council Liaison.
City Officials Absent:	John Chiles, Council Liaison.
Airport Staff Present:	Keith Kaspari and Sheila Combs.
Other Attendees:	Doug Schindel, AECOM; Adrienne Miller, City Planning Staff.

II. AGENDA AS RECEIVED OR AMENDED

III. PUBLIC COMMENTS

None.

IV. REPORTS

A. Airport Director

Mr. Voigt stated that it would be best to look for a funding source for the AIP project match that will be required in coming years sooner rather than later.

Mr. Kaspari stated that he will address this once the City hires a new CFO.

B. Legislative Information – Industry News

C. Misc. Monthly Airport Reports

General discussion by Staff and Board regarding budget, enplanements, and airfares.

Mrs. Humble asked about the excessive overtime on the year-to-date budget. Mrs. Combs stated that is due to being short one person on the Operations staff since early August.

V. BOARD APPROVAL

A. Approval of Minutes of the September 28, 2022 Regular Meeting.

Mrs. Berry moved approval of the minutes of the September 28, 2022 meeting, seconded by Mrs. Darrah. Ayes: 4. Motion carried.

B. Motion to Receive and File September 2022 Expenses.

Mrs. Humble moved that the September 2022 expenses be received and filed, seconded by Mrs. Berry. Ayes: 4. Motion carried.

VI. OLD BUSINESS

A. Board Update: Airport Department: Personnel Update.

Mr. Kaspari stated that additional interviews need to be scheduled. He would like to move one applicant along in the hiring process but will need to discuss with the Mayor and/or Director of Human Resources to see if he can go ahead with that before other candidates are interviewed.

B. Board Update: Installation of DHS/TSA Reduced Size Explosive Detection Scanner (RSEDS).

Mr. Kaspari stated that a new unit is being shipped for delivery the first week of November.

C. Board Update: Revision/Rewrite of ALO Airport Security Plan (ASP).

Mr. Kaspari stated that he received a template from LaCrosse to work off of.

VII. NEW BUSINESS

A. Board Update: Verbal Recap of the Air Service Conference Attended by Board Member David Deeds, Along with ALO's Air Service Consultant – Will Berchelmann from Volaire Aviation.

Mr. Deeds gave an overview of options discussed in both formal and informal airline meetings.

He stated he would like to track the load factors on the a.m. inbound and p.m. outbound flights, as opposed to the overall load factor, which includes the poorly-timed morning arrival and evening departure, in the current schedule.

Mr. Deeds stated there is another Routes Conference coming up in March 2023 in Chicago.

B. Request Board Support to Reimburse David Deeds for all fees incurred for attending the Take Off Air Service Conference in Las Vegas, October 15 – 19.

Mr. Kaspari stated that he felt it would be appropriate to reimburse Mr. Deeds for his expenses. Mr. Deeds stated that he did not request reimbursement but would accept it, if approved.

He also stated that he flew first class but wouldn't expect to be reimbursed for anything more than the coach rate. Mrs. Combs stated that we would need to check with Finance, as she was unsure if the City would reimburse a Board member's travel expenses.

Mrs. Darrah moved approval of Mr. Kaspari's request to reimburse Mr. Deeds, contingent upon City approval, seconded by Mrs. Berry. Ayes: 3 (Mr. Deeds abstained). Motion carried.

C. Rental Car Operations at ALO.

Mr. Kaspari shared that he'd recently met a pair of arriving passengers in the Terminal, looking for the Hertz rental counter. After he explained that Hertz was no longer on-site, they tracked their rental car, through an app, and found it waiting for them in the parking lot at Livingston, with keys and paperwork inside the FBO Terminal.

The consensus of the Board was that this should not be happening as, at best, this is a type of revenue diversion and, at worst, there could be liability issues. The Board directed Mr. Kaspari to reach out to local Hertz management again and let them know that, in the absence of some type of concession agreement, they are not allowed to leave cars on airport property for their customers to pick up.

Mr. Kaspari also needs to notify Livingston that they should not be allowing this to happen either. Board also discussed whether John Deere, as a major Hertz corporate client, may be able to put some pressure on Hertz to return to the airport terminal.

D. Board Update: FAA Correspondence for CARES Funded Work – Grant No: 54, Upgrade of Airline Passenger Terminal HVAC System; and Installation of CCTV Monitoring System – FAA Go Letters – Approval to Advertise the Project and Engineer's Estimate.

Mr. Kaspari stated that the Go Letters for these projects have been received and plans are coming together.

E. Board Update: FAA Correspondence and Go Letters for CARES Funded Work — Grant No: 55, Pave Fire Station Parking Lot; and Installation of ARFF Vehicle Exhaust Systems – FAA Go Letters and Approval to Advertise the Project and Engineer's Estimate.

Mr. Kaspari stated that the Go Letters for these projects have been received and plans are coming together.

F. Discussion on Dates for the November & December Board Meetings.

With the upcoming Thanksgiving, Christmas and New Year's holidays, Mr. Kaspari suggested canceling the November meeting, rather than holding it the day before Thanksgiving and then moving up the December meeting to December 14th, rather than having it between Christmas and New Year's.

After discussion, it was decided that morning would work best for the December meeting, so it will be scheduled for 9:30 a.m. on the 14th.

Mr. Kaspari stated that consultants from both Volaire Aviation and Advance Aviation will be coming for the December meeting, so he hopes everyone will be able to attend.

VIII. STAFF AND BOARD MEMBER COMMENT

None.

IX. ADJOURNMENT

Mrs. Humble moved adjournment of the meeting at 1:05 p.m., seconded by Mrs. Berry. Ayes: 4. Motion carried.

Respectfully submitted,

Scott Volgt, Chairperson

CITY OF WATERLOO

Council Communication

Leisure Services Commission Board minutes of November 8, 2022.

City Council Meeting: 1/3/2023
Prepared: 12/12/2022

ATTACHMENTS:

	Description	Type
	11/08/2022 Minutes	Backup Material

SUBJECT: Leisure Services Commission Board minutes of November 8, 2022.

Submitted by: Submitted By:

MINUTES
WATERLOO LEISURE SERVICES COMMISSION
TUESDAY, November 8, 2022
1101 Campbell Avenue

The meeting was held in the Conference Room at the 1101 Campbell Avenue. Brenda Durbahn called the meeting to order at 7:30am.

Present: Council Liaison Dave Boesen, Jessica Rucker, Ellen Vanderloo, Brenda Durbahn, Tim Moses, Tom Christensen, Tom Powers, Bob Bamsey, Golf Pros Nate Lubs and Monte Meyer, Noel Anderson from Planning& Zoning, Maria Kuiper from Waterloo Courier Staff: Paul Huting, Todd Derifield, JB Bolger, Chris Dolan, Travis Nichols, Bob Etringer Absent: none

Brenda Durbahn called for approval of the agenda. Request was made to discuss Golf Rates and Golf Reservation Policy before other agenda items. Motion by Ellen Vanderloo to approve amended agenda, second by Tom Powers. Ayes: All Nays: None

Brenda Durbahn called for motion for the approval of the 10/11/2022 meeting minutes. Motion made by Ellen Vanderloo to approve meeting minutes, second by Tom Powers. Ayes: All Nays: None

Brenda Durbahn called for approval of the bills. Bob Bamsey made a motion to approve October bills, second by Tom Powers Ayes: All Nays: None

WATERLOO MUNICIPAL GOLF RATES FOR 2023
JB Bolger presented information on area golf rates. He presented proposed rates for the 2023 golf season. See attached. Golf Pros Nate Lubs and Monte Meyer were present. They both support the suggested rates. They said people come here to golf for the quality of the golf courses and enjoy having three courses from which to choose. Tom Christensen made a motion to approve the rate changes as submitted, second by Bob Bamsey.

GOLF RESERVATION POLICY
JB Bolger presented the proposed Golf Tournament and Outing Reservation Policy. See attached. The policy is being updated to outline the procedures currently being followed. Monte Meyer and Nate Lubs, Golf Pros, agree with the suggested policy. Motion by Bob Bamsey to approve the reservation policy as presented, second by Tom Powers.

SHELTER RENTAL RATES AND POLICIES
Currently the City of Waterloo rents 3 shelters in parks at a rate of $15 for a half day and $30 for a full day. This has been the rate for over 40 years. The revenue brought in each year is approximately $2,000. All other shelters are utilized on a first-come first-serve basis.
After reviewing the other community fees for shelter rentals, it is apparent that Waterloo Leisure Services shelters are significantly underpriced. In an effort to recoup more of the resources put into maintain our shelter system, staff is proposing to:

- Rent a total of 12 shelters: Hope Martin, Exchange, Cedar Vista, Brynes 1, Byrnes 2, Byrnes 3, Furgerson-Fields, Gates, Lafayette, Maywood, Springview and Sullivan.

- Increase rate for a full day rental of Hope Martin Shelter, Exchange Shelter and Cedar Vista Shelter to $120. All other shelter rentals are proposed to be $60 for full day rentals. Half day rentals will be eliminated.
- Add a 'Clean up fee' charged to the rental party that leaves excessive trash in and around the shelter in the amount of the rental rate.
- Change the hours of shelter rentals to be 9am to 9pm.

After discussion concerning the shelter rentals, Bob Bamsey made a motion to approve the park shelter reservation changes as listed, second by Tom Christensen.

SULENTIC PARK UPDATES

The park was originally named West Ridge Park after its purchase in 1967. In 1981 a gift was pledged to the Waterloo Park Commission in the amount $50,000 for the renaming of the Park to Sulentic Park. The funding was received over a three year period and a sufficient amount of the gift of money was to be used to improve and maintain Sulentic Park.

The 4.7 acre parcel located along Ansborough Ave. was heavily considered as a possible site for a city water tower. That is why the sign along Ansborough references Waterloo Water Works and Waterloo Park Commission.

The 1.49 acre parcel and the daycare parcel to the east were both owned by the Waterloo School District. After the school closed, Waterloo Schools sold the old school to a day care company and sold the 1.49 acre lot to the City of Waterloo with the understanding that if the City sold this lot for development the school district expected to share the proceeds. In 2019 the discussion of selling the 1.49 acre parcel for development brought out a lot of concerns from the neighborhood. Neighbors are requesting that the City formally designate the 1.49 acre lot part of the park so it would not be developed.

There are planned improvements for Sulentic Park including a new picnic shelter and walkways. The placement of these improvements might be modified based on whether or not the 1.49 acre parcel will be developed for housing.

Motion by Ellen Vanderloo to have the 1.49 acres be dedicated to Leisure Services as park land, second by Tom Christensen.
Motion by Bob Bamsey to have the Water Works deed 4.7 acres to the City of Waterloo for Park Purposes, second by Tom Powers.
These changes will secure the property as Sulentic Park location and staff can proceed with improvements in this park.

STAFF UPDATES

Forestry – Todd Derifield

The City of Waterloo received a REAP grant in the amount of $193,890 for Phase II of the Greenbelt Lake improvements. Phase II includes the addition of a shelter, information kiosk, park identification sign, interpretive signage around the lake, kayak launch, and park entrance sidewalk. Forestry Apprentice physical testing and interviews were held end of last month. The timed physical part of the process tested the candidates endurance, physical agility, and if they were scared of heights or not. All three candidates passed the physical testing and then passed the oral interviews. The list of these three candidates will be presented to the civil service commission on November 18th to be certified.

Sports and SportsPlex – Bob Etringer

- The Multipurpose Room at the SportsPlex is a voting location today for the Elections
- Memberships and overall activity is up at the SportsPlex with the weather change
- High school football teams have been using turf for practice
- Friday, November 18th SportsPlex is hosting 37th Annual Thanksgiving Turkey Shoot sponsored by Waterloo Optimist Club

Construction – Travis Nichols

The crew has started doing a modified winter garbage route. Last week we pulled the garbage cans for inside the parks and only have cans on hard surfaced areas. They continue to do park inspections and repairs. They are also doing miscellaneous repairs at city facilities. The Edison Park project has been approved and we are waiting on agreement from Community Development to start project. I have been taking bids on equipment and we are ready to hit the ground running only we receive agreement. Demolition at Gates soccer pitch has started and all the trees and brush have been grubbed out and removed. It definitely opens up the view of the golf course.

Golf and Downtown Area – JB Bolger

- New website has gone live. It is mobile device friendly. Staff has been through training on how to operate it and we are still learning more on how to use it. I do not have all the 2023 golf outings posted yet but will working on that soon.
- We are converting mowers into snow removal machines in our main shop.
- We installed upgrades to the alarm system at Gates Pro Shop and those have paid off because the police department did detain one juvenile after a break in this past weekend.
- Staff meet with the EPA to discuss what permission is needed from them before proceeding with the work at the former Chamberlain site. AECOM is working on the list of items they wanted so that the project can proceed on a site that is totally safe for park users.
- Rounds report was distributed.

Young Arena – Chris Dolan

Locker room flooring scheduled to be completed the week of November 7.
WBH will be at home November 11-12 vs Tri City. The Black Hawks are on a 12 out of 13 game home stand. The Waterloo Warriors will be hosting Dubuque on Thursday November 10th. The new Point of Sale system has been installed in all concession areas. The new Young Arena Web site is live and mobile friendly.

The next regular Leisure Services Commission Meeting will be held Tuesday, December 13, 2022.

Motion made by Tom Christensen to adjourn the meeting, second by Tom Powers. Brenda Durbahn adjourned the meeting at 8:40am.

_____
Jessica Rucker, Secretary

_____

GOLF TOURNAMENT AND OUTING RESERVATION POLICY

1. All organized golf tournaments and outings over four (4) tee times must be approved in advanced by the Leisure Services Administration.
2. Requests for tournaments and outings must be submitted on the Tournament and Outing Request Form. Request forms are available at the Leisure Service office or by visiting https://www.waterlooleisureservices.org/golf/
3. Forms should be returned to the Leisure Services office at the following physical or email address:

   Waterloo Leisure Services
   1101 Campbell Ave
   Waterloo, IA 50701

   James.Bolger@Waterloo-IA.ORG

4. Assignment of tournament and outing dates will be on a first come first serve basis.

5. Shotgun starts must be pre-approved by the Leisure Services Administration. Factors that will be utilized in determining approval include but are not limited to:
   - Number of expected players
   - Day of the week
   - Peak or non-peak golf season
   - Other events already on the schedule

6. The golf pros have the concession for golf carts, beer, and food. All arrangements for their use shall be made with the pro at the golf course where the tournament will be held.

CITY OF WATERLOO

Council Communication

Communication from the Police Department on the notice of the conclusion of employment for Shane Buchholz, Police Officer, effective November 28, 2022, with recommendation of approval of payout of $5,493.51 for unused benefits.

City Council Meeting: 1/3/2023
Prepared: 12/16/2022

ATTACHMENTS:

	Description	Type
	Buchholz Payout	Backup Material

SUBJECT:	Communication from the Police Department on the notice of the conclusion of employment for Shane Buchholz, Police Officer, effective November 28, 2022, with recommendation of approval of payout of $5,493.51 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO, IOWA

CITY HALL · 715 MULBERRY STREET 50703

Today's Date: 11/22/2022
Effective Date: 11/28/2022
Employment Date: 3/10/2022

To: *City Council Members*
Re: *Notice of Severance*

Department *POLICE*
Job Title/Classification *Police Officer*

This is to report that the employment of *Shane Buchholz*
with the City of Waterloo has been severed by reason of:

- ☐ Retired — Disability Related ☑ No ☐ Yes
- ☑ Resigned
- ☐ Termination
- ☐ Other

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Total Payout
Vacation-Current	0.00	$32.22		$ -
Vacation-Accrued	78.00	$32.22		$ 2,513.16
Usable Sick Leave	0.00	$32.22	(x) 25%	$ -
Personal Hours	49.50	$32.22		$ 1,594.89
Unscheduled Leave	43.00	$32.22		$ 1,385.46
Unscheduled Overage	0.00	$32.22		$ -
Other Pay		$32.22		$ -
			Total Payment	$ 5,493.51

Comments:

Approved by Capt. Ryan P. [signature] Date 11/30/22

Human Resources Nicole Fischer Date 12/14/22

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)
Clerk's Office will forward approved form to Department

Council Agenda Date: 1/3/22 ☐ AS/400 Status/Accruals ☐ I-9

CITY OF WATERLOO

Council Communication

Communication from the Building Inspections Department on the notice of the conclusion of employment for Bob Osgood, Chief Plumbing Inspector, effective December 30, 2022, with recommendation of approval of payout of $10,194.00 for unused benefits.

City Council Meeting: 1/3/2023
Prepared: 12/16/2022

ATTACHMENTS:

	Description	Type
	Osgood Payout	Backup Material

SUBJECT: Communication from the Building Inspections Department on the notice of the conclusion of employment for Bob Osgood, Chief Plumbing Inspector, effective December 30, 2022, with recommendation of approval of payout of $10,194.00 for unused benefits.

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA

CITY HALL · 715 MULBERRY STREET, WATERLOO, IA 50703

Today's Date: 12/15/2022
Effective Date: 12/30/2022
Employment Date: 1/1/1997

To: *City Council Members*
Re: *Notice of Severance*

Department *Building Inspections*
Job Title/Classification *Chief Plumbing Inspector*

This is to report that the employment of *Bob Osgood*
with the City of Waterloo has been severed by reason of:

- ☑ Retired
  - Disability Related ☑ No ☐ Yes
- ☐ Resigned
- ☐ Termination
- ☐ Other

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Total Payout
Vacation-Accrued	200	$ 33.98		$ 6,796.00
Vacation-Current	0	$ -		$ -
Usable Sick Leave	0	$ -	(x) 25%	$ -
Frozen Sick Leave			(x) 60%	$ -
Personal Hours	0	$ -		$ -
Comp Time Pay	100	$ 33.98		$ 3,398.00
Unscheduled Leave				$ -
Other Pay	0	$ -		$ -
			Total Payment	$ 10,194.00

Comments:

Approved by [signature] Date 12-15-22

Human Resources Nicole Gscheel Date 12/15/22

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)
Clerk's Office will forward copy of approved form to Department and Human Resources

Updated 6/28/11

Council Agenda Date: 1/3/22 ☐ Accruals ☐ Status ☐ -9

CITY OF WATERLOO

Council Communication

Communication from the Fire Department on the notice of the conclusion of employment for Pat Treloar, Fire Chief, effective December 23, 2022, with recommendation of approval of payout of $19,289.53 for unused benefits.

City Council Meeting: 1/3/2023
Prepared: 12/16/2022

ATTACHMENTS:

Description	Type
Treloar Payout	Backup Material

SUBJECT:	Communication from the Fire Department on the notice of the conclusion of employment for Pat Treloar, Fire Chief, effective December 23, 2022, with recommendation of approval of payout of $19,289.53 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO, IOWA

CITY HALL · 715 MULBERRY STREET 50703

Today's Date: 12/13/2022
Effective Date: 12/23/2022
Employment Date: 5/5/1997

To: *City Council Members*
Re: *Notice of Severance*

Department *Fire*
Job Title/Classification *Chief*

This is to report that the employment of *Pat Treloar*
with the City of Waterloo has been severed by reason of:

- ☑ Retired
  - Disability Related ☐ No ☐ Yes
- ☐ Resigned
- ☐ Termination
- ☐ Other

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Total Payout
Vacation-Accrued	195.62	$ 67.30		$ 13,165.23
Vacation-Current	41	$ 67.30		$ 2,759.30
Usable Sick Leave	16	$ 67.30	(x) 25%	$ 269.20
Frozen Sick Leave			(x) 60%	$ -
Personal Hours	46	$ 67.30		$ 3,095.80
Comp Time Pay				$ -
Unscheduled Leave				$ -
Other Pay				$ -
			Total Payment	$ 19,289.53

Comments:

Approved by Pat Treloar Date 12-14-22

Human Resources Nicole Fiscus Date 12-15-22

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)
Clerk's Office will forward copy of approved form to Department and Human Resources

Updated 6/28/11

Council Agenda Date: 1/3/22 ☐ Accruals ☐ Status ☐ -9

CITY OF WATERLOO

Council Communication

Planning and Zoning minutes of September 26, 2022.

City Council Meeting: 1/3/2023
Prepared: 12/20/2022

ATTACHMENTS:

Description	Type
9/26/22 minutes	Backup Material

SUBJECT: Planning and Zoning minutes of September 26, 2022.

Submitted by: Submitted By:

MINUTES
CITY OF WATERLOO, IOWA
PLANNING, PROGRAMMING, AND ZONING COMMISSION
REGULAR MEETING - 4:00 P.M. SEPTEMBER 26, 2022

The regular meeting of the Waterloo Planning, Programming, and Zoning Commission was called to order by Chairperson Wilber at 4:00 p.m. via zoom and in-person in the Harold E. Getty Council Chambers at Waterloo City Hall. The meeting was moved from September 13, 2022 due to the lack of a quorum.

Members present were: Virginia Wilber, Ali Parrish, Phillip Shirk, and Steve Trost.

Members present electronically were: Cody Leistikow.

Members absent were: Patricia Serfling, Samm Blatt, and Janelle Ewing.

Others present were: Aric Schroeder, Lexi Blank, and John Dornoff – Planning Department; Jaime Knutson – City Engineer, and four citizens.

Others present electronically: Dave Boesen – City Council Liaison and 2 citizens.

I. Approval of the Agenda

It was moved by Serfling and seconded by Trost to approve the agenda. Motion carried unanimously.

II. Approval of the Minutes from the regular meeting on August 18, 2022.

It was moved by Trost and seconded by Serfling to approve the minutes of the August 18, 2022 meeting. Motion carried unanimously.

III. Financial Report July 2022.

Schroeder reviewed the financial report.

It was moved by Parrish and seconded by Serfling to receive and place the financial report on file. Motion carried unanimously.

IV. Oral Presentations

There were no oral presentations.

V. New Business

A. Hearings – Rezones/Special Permits

1. Request by BCP Development LP & Dr. Robert A Behar to rezone approximately 1.3 acres from "C-2" Commercial District to "C-2, C-Z" Conditional Zoning District to allow for auto repair shop and sales located at 1237 Flammang Drive (former Petco store).

It was moved by Serfling and seconded by Leistikow to receive and place on file the statement of verification at 4:03 p.m. Motion carried unanimously, and Wilber declared the hearing open.

Dornoff read the staff report recommending approval of the request with the following conditions: 1) The site is limited to permitted uses in the "C-2" Commercial District and an auto repair shop and sales business; 2) There will be no outside storage repair vehicles or of materials/parts; 3) There will be no storage containers permitted, 4) No major body work on vehicles will be performed on-site; and 5) That when any repairs are made to the retaining wall or the parking lot, sidewalks are to be installed along Flammang Drive.

It was moved by Trost, seconded by Parrish, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:07 p.m.

It was moved by Serfling, seconded by Parrish, to recommend approval of the request by BCP Development LP & Dr. Robert A Behar to rezone approximately 1.3 acres from "C-2" Commercial District to "C-2, C-Z" Conditional Zoning District to allow for auto repair shop and sales located at 1237 Flammang Drive (former Petco store) with the following conditions: 1) The site is limited to permitted uses in the "C-2" Commercial District and an auto repair shop and sales business; 2) There will be no outside storage repair vehicles or of materials/parts; 3) There will be no storage containers permitted, 4) No major body work on vehicles will be performed on-site; and 5) That when any repairs are made to the retaining wall or the parking lot, sidewalks are to be installed along Flammang Drive . Motion carried unanimously.

2. Request by Kwik Trip, Inc. for a Site Plan Amendment to allow for construction of a 22' X 20' 440 square foot storage building next to the car wash facility located in the "C-P" Planned Commercial District located at 950 Tower Park Drive.

It was moved by Parrish and seconded by Serfling to receive and place on file the statement of verification at 4:09 p.m. Motion carried unanimously, and Wilber declared the hearing open.

Hyberger read the staff report recommending approval of the request.

It was moved by Serfling, seconded by Schoborg, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:14 p.m.

It was moved by Trost, seconded by Parrish, to recommend approval of the request by Kwik Trip, Inc. for a Site Plan Amendment to allow for construction of a 22' X 20' 440 square foot storage building next to the car wash facility located in the "C-P" Planned Commercial District located at 950 Tower Park Drive. Motion passed unanimously.

3. Request by SKS Communications for a Site Plan Amendment to allow for the construction of a new 2,400 square foot office building in the "B-P" Business Park District located north of 3173 Titan Trail.

It was moved by Parrish and seconded by Serfling to receive and place on file the statement of verification at 4:09 p.m. Motion carried unanimously, and Wilber declared the hearing open.

Andera read the staff report recommending approval of the request with the following conditions: 1) That the final site plan meets all applicable city codes, including but not limited to, parking, landscaping, drainage, etc., except as specifically altered by approval of the site plan amendment and 2) That additional aesthetically pleasing design elements are added to the building to keep the building in character with other buildings in the area, such as masonry block or EIFS systems on the buildings walls that face Titan Trail and Highway 63.

It was moved by Serfling, seconded by Schoborg, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:14 p.m.

It was moved by Trost, seconded by Parrish, to recommend approval of the request by SKS Communications for a Site Plan Amendment to allow for the construction of a new 2,400 square foot office building in the "B-P" Business Park District located north of 3173 Titan Trail with the following conditions: 1) That the final site plan meets all applicable city codes, including but not limited to, parking, landscaping, drainage, etc., except as specifically altered by approval of the site plan amendment and 2) That additional aesthetically pleasing design elements are added to the building to keep the building in character with other buildings in the area, such as masonry block or EIFS systems on the buildings walls that face Titan Trail and Highway 63. Motion passed unanimously.

B. Special Permit

1. Request by Plumbs Auto LLC for a Special Permit to allow for expansion of an existing Salvage Yard in the "M-2" Heavy Industrial District located at 2666 WCF&N Drive (existing yard at 2630 WCF&N Drive).

Blank read the staff report recommending denial of the request.

It was moved by Serfling and seconded by Leistikow to recommend denial of the request by Plumbs Auto LLC for a Special Permit to allow for expansion of an existing Salvage Yard in the "M-2" Heavy Industrial District located at 2666 WCF&N Drive (existing yard at 2630 WCF&N Drive). Motion carried unanimously.

C. Vacates

1. Request by Hong Liang Fang to vacate 60 linear feet of sidewalk in the "R-2" One and Two Family Residence District located in front of 620 Byron Avenue.

Dornoff read the staff report recommending denial of the request.

It was moved by Parrish and seconded by Leistikow to recommend denial of the request by Hong Liang Fang to vacate 60 linear feet of sidewalk in the "R-2" One and Two Family Residence District located in front of 620 Byron Avenue. Motion carried unanimously.

2. Request by Raymond Shepard to vacate city-owned alley right-of-way in the "R-2" One and Two Family Residence District located north of 108 Bishop Avenue.

Blank read the staff report recommending approval of the request with the following condition: that a 25' utility easement be retained over the storm sewer located westerly of the Ogden Avenue right-of-way line.

It was moved by Parrish and seconded by Leistikow to recommend approval of the request by Raymond Shepard to vacate city-owned alley right-of-way in the "R-2" One and Two Family Residence District located north of 108 Bishop Avenue with the following condition: that a 25' utility

easement be retained over the storm sewer located westerly of the Ogden Avenue right-of-way line. Motion carried unanimously.

3. Request by Cedric Culp to vacate city-owned alley right-of-way in the "R-2" One and Two Family Residence District located south of 500 Ricker Street.

Blank read the staff report recommending approval of the request with the following condition: that a utility easement be retained over the vacate area.

It was moved by Parrish and seconded by Leistikow to recommend approval of the request by Cedric Culp to vacate city-owned alley right-of-way in the "R-2" One and Two Family Residence District located south of 500 Ricker Street with the following condition that a utility easement be retained over the vacate area.. Motion carried unanimously.

D. Encroachment Agreement

1. Request by Gregory Schreiber for an encroachment agreement to allow for the construction of a detached structure 4' into an 8' utility easement located in the "R-2" One and Two Family Residence District located at 928 Loretta Avenue.

Hyberger read the staff report recommending approval of the request with the following condition: a signed and executed Encroachment Agreement.

It was moved by Parrish and seconded by Leistikow to recommend approval of the request by Gregory Schreiber for an encroachment agreement to allow for the construction of a detached structure 4' into an 8' utility easement located in the "R-2" One and Two Family Residence District located at 928 Loretta Avenue with the following condition: a signed and executed Encroachment Agreement. Motion carried unanimously.

E. Appeals

1. Request by5 Bees LLC for an appeal to the City Code requirement prohibiting vehicles from parking in city-owned right of way between street and property line located in the "M-1" Light Industrial District located north of 1808 Black Hawk Street.

Dornoff read the staff report recommending approval of the request with the following conditions: 1) The parking area would need to graded, drained and hard surfaced per Section 10-25-2(D) of the Zoning Ordinance and meet specifications of the city engineer and 2) the parking area will not block the sidewalk or street system in the area.

It was moved by Parrish and seconded by Leistikow to recommend approval of the request by 5 Bees LLC for an appeal to the City Code requirement prohibiting vehicles from parking in city-owned right of way between street and property line located in the "M-1" Light Industrial District located north of 1808 Black Hawk Street with the following conditions: 1) The parking area would need to graded, drained and hard surfaced per Section 10-25-2(D) of the Zoning Ordinance and meet specifications of the city engineer and 2) the parking area will not block the sidewalk or street system in the area. Motion carried unanimously.

F. Plans and Studies

2. Re-adoption and changes to the City Limits Urban Revitalization Area (CLURA) to extend the program another five years and add provisions for both in-home and commercial daycare facilities.

Schroeder went over the request.

It was moved by Trost and seconded by Parrish to recommend approval of the request of re-adoption and changes to the City Limits Urban Revitalization Area (CLURA) to extend the program another five years and add provisions for both in-home and commercial daycare facilities. Motion carried unanimously.

VI. Discussion

The next meeting of the Planning, Programming and Zoning Commission will be on September 13, 2022.

VII. Adjournment

It was moved by Serfling, seconded by Trost, to adjourn the meeting at 5:26 p.m. Motion carried unanimously.

Respectfully submitted,

John Dornoff,
Planner II

CITY OF WATERLOO

Council Communication

Planning and Zoning minutes of October 11, 2022.

City Council Meeting: 1/3/2023
Prepared: 12/20/2022

ATTACHMENTS:

Description	Type
10/11/22 minutes	Backup Material

SUBJECT: Planning and Zoning minutes of October 11, 2022.

Submitted by: Submitted By:

MINUTES
CITY OF WATERLOO, IOWA
PLANNING, PROGRAMMING, AND ZONING COMMISSION
REGULAR MEETING - 4:00 P.M. OCTOBER 11, 2022

The regular meeting of the Waterloo Planning, Programming, and Zoning Commission was called to order by Chairperson Wilber at 4:00 p.m. via zoom and in person in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: Virginia Wilber, Ali Parrish, Brandon Schoborg, Cody Leistikow, Patricia Serfling, and Phillip Shirk.

Members present electronically were: Janelle Ewing and Steve Trost.

Members absent were: none. Note-Representative from Human Rights is currently a vacate position.

Others present were: Aric Schroeder, Lexi Blank, Tim Andera, Seth Hyberger and John Dornoff – Planning Department; Wayne Castle – City Engineer, and ten citizens.

Others present electronically: Dave Boesen – City Council Liaison and 2 citizens.

I. Approval of the Agenda

It was moved by Schoborg and seconded by Leistikow to approve the agenda. Motion carried unanimously.

II. Approval of the Minutes from the regular meeting on September 26, 2022.

It was moved by Trost and seconded by Serfling to approve the minutes of the September 26, 2022 meeting. Motion carried unanimously.

III. Financial Report August 2022.

Schroeder reviewed the financial report.

It was moved by Serfling and seconded by Schoborg to receive and place the financial report on file. Motion carried unanimously.

IV. Oral Presentations

There were no oral presentations.

V. New Business

A. Hearings – Rezones/Special Permits

1. Request by BCP Development LP & Dr. Robert A Behar to rezone approximately 1.3 acres from "C-2" Commercial District to "C-2, C-Z" Conditional Zoning District to allow for auto repair shop and sales located at 1237 Flammang Drive (former Petco store).

It was moved by Leistikow and seconded by Schoborg to receive and place on file the statement of verification at 4:02 p.m. Motion carried unanimously, and Wilber declared the hearing open.

Dornoff read the staff report recommending approval of the request with the following conditions: 1) The site is limited to permitted uses in the "C-2" Commercial District and an auto repair shop and sales business; 2) There will be no outside storage of repair vehicles or of materials/parts; 3) There will be no storage containers permitted, 4) No major body work on vehicles will be performed on-site; and 5) That

when any repairs are made to the retaining wall or the parking lot, sidewalks are to be installed along Flammang Drive.

Chelsea Curry, 5555 San Felipe Street #1135, Houston, Texas, representing the applicant, stated that they will not be doing the sale of vehicles, only selling and installing tires and wheels.

Trost asked if it was only the sale of tires but not installation to which Curry stated they will be installing also.

Parrish asked about the conflict of interest policy to which Schroeder explained the policy.

Parrish also asked with Little Caesar's presence if there is concern to which Schroeder responded that the Black Hawk County Health Department is on the Technical Review Committee and staff typically does not hear from them unless there is an issue and staff did not hear from them about any concerns and that there will be separation between the two uses.

It was moved by Schoborg, seconded by Trost, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:11 p.m.

It was moved by Schoborg, seconded by Leistikow, to recommend approval of the request by BCP Development LP & Dr. Robert A Behar to rezone approximately 1.3 acres from "C-2" Commercial District to "C-2, C-Z" Conditional Zoning District to allow for auto repair shop and sales located at 1237 Flammang Drive (former Petco store) with the following conditions: 1) The site is limited to permitted uses in the "C-2" Commercial District and an auto repair shop and sales business; 2) There will be no outside storage repair vehicles or of materials/parts; 3) There will be no storage containers permitted, 4) No major body work on vehicles will be performed on-site; and 5) That when any repairs are made to the retaining wall or the parking lot, sidewalks are to be installed along Flammang Drive . Motion carried unanimously.

2. Request by SKS Communications for a Site Plan Amendment to allow for the construction of a new 2,400 square foot office building in the "B-P" Business Park District located north of 3173 Titan Trail.

It was moved by Parrish and seconded by Serfling to receive and place on file the statement of verification at 4:16 p.m. Motion carried unanimously, and Wilber declared the hearing open.

Andera read the staff report recommending approval of the request with the following conditions: 1) That the final site plan meets all applicable city codes, including but not limited to, parking, landscaping, drainage, etc., except as specifically altered by approval of the site plan amendment and 2) That additional aesthetically pleasing design elements are added to the building to keep the building in character with other buildings in the area, such as masonry block or EIFS systems on the buildings walls that face Titan Trail and Highway 63.

It was moved by Serfling, seconded by Schoborg, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:24 p.m.

It was moved by Trost, seconded by Parrish, to recommend approval of the request by SKS Communications for a Site Plan Amendment to allow for the construction of a new 2,400 square foot office building in the "B-P" Business Park District located north of 3173 Titan Trail with the following conditions: 1) That the final site plan meets all applicable city codes, including but not limited to, parking, landscaping, drainage, etc., except as specifically altered by approval of the site plan amendment and 2) That additional aesthetically pleasing design elements are added to the building to keep the building in character with other buildings in the area, such as masonry block or

EIFS systems on the buildings walls that face Titan Trail and Highway 63. Motion passed unanimously.

B. Special Permit

1. Request by Plums Auto LLC for a Special Permit to allow for expansion of an existing Salvage Yard in the "M-2" Heavy Industrial District located at 2666 WCF&N Drive (existing yard at 2630 WCF&N Drive).

Blank read the staff report recommending denial of the request.

Dornoff noted that one call in opposition was received although the caller did not leave their information and Councilperson Chiles voiced his concern.

Wilber asked if the property owner between the existing salvage yard and the proposed salvage yard had been notified and asked for confirmation that the house was not owned by Plum to which Dornoff responded that all property owners within 250 feet were notified and the property is not owned by Plum.

David Plum, 2630 WFC&N Road stated that the list of issues and requirements from staff was more extensive than anticipated and all he was looking to do was put up a fence. Plum also noted that he just purchased the properties through his late father's estate and was not responsible for anything that happened there before that time.

Wilber asked if the house at the front of the lot is currently vacant and about the concerns of staff to which Plum responded that it is but his sister wants to live there so he is currently going through the process of it getting it habitable again, he did not see an issue with the setback, he is currently working with the neighbor and will try to meet any of her demands and is working with her to buy a portion of her property in order to connect the two properties. Plum further noted that his father kept cars in the front in order to deter illegal dumping and Code Enforcement allowed it.

Wilber asked Plum how he gets cars to the back of the lot, do they have to go through the home portion of the lot and was he aware of the floodplain, to which Plum stated yes they will use a driveway to get past the house portion and he was not aware of the floodplain issue and he would have to get more details on what he needs to do about the floodplain.

Trost asked if there was a recommendation of approval and it was approved would they need to come back to the Commission to which Dornoff responded that the variances would need to be approved by the Board of Adjustment at their meeting and the request would not return to the Commission.

Wilber asked if the concerns of the Fire Department need to be addressed to which Dornoff responded that the Fire Department is responsible for their requirement but if the request were approved, yes the concerns would have to be addressed.

Parrish asked if there were issues with the existing salvage yard today to which Dornoff stated yes.

It was moved by Leistikow and seconded by Schoborg to recommend denial of the request by Plums Auto LLC for a Special Permit to allow for expansion of an existing Salvage Yard in the "M-2" Heavy Industrial District located at 2666 WCF&N Drive (existing yard at 2630 WCF&N Drive). Motion carried unanimously.

C. Plats

1. Request by CGA on behalf of Chris Fischels for the Preliminary Plat of San Marnan Business Park in the "R-4, R-P" Planned Multiple Residence District and "B-P" Business Park District located west of 4041 Hurst Drive.

Blank read the staff report recommending approval of the request.

Parrish asked what the potential uses were and if retail was one of them for the site to which Dornoff responded that mostly what has been developed in the area is professional office but it is a site plan-specific area so any planned buildings will come back through for a Site Plan Amendment approval.

It was moved by Trost and seconded by Shirk to recommend approval of the request by CGA on behalf of Chris Fischels for the Preliminary Plat of San Marnan Business Park in the "R-4, R-P" Planned Multiple Residence District and "B-P" Business Park District located west of 4041 Hurst Drive. Motion carried unanimously.

D. Vacates

1. Request by Hong Liang Fang to vacate 60 linear feet of sidewalk in the "R-2" One and Two Family Residence District located in front of 620 Byron Avenue.

Dornoff read the staff report recommending denial of the request.

Parrish stated that she would abstain from this item due to being a representative of Habitat for Humanity which built the adjacent development.

Wilber asked if the in-fill project were to go through that would only cover the portions that are not there already and it will be the homeowners' responsibility to complete their portion to which Dornoff responded yes.

Geo Ang Fang, 620 Byron Avenue, stated that she thought that because the neighbors do not have sidewalks and their portion was broken that it should be removed. Wilber asked for confirmation that the sidewalk was all broken to which the applicant answered yes.

Leistikow asked when the last inspection for that section of the city to which Castle responded it was 2014 that inspections last occurred and the homeowners at the time asked about getting rid of the sidewalk and gave them the details they did not follow up with the vacate and made the repairs that were required and the next inspection date is 2024. Castle also noted that the home has changed hands since 2014.

Trost stated that it is important for staff to relay to the applicants the importance of the sidewalk infill program and since the program is in place it is important to not have the sidewalk removed.

Wilber asked for clarification that when the permit was issued it was only for the driveway not for the removal of the sidewalk and if the permit was issued to the contractor or homeowner to which Dornoff confirmed that it was only for the driveway and it was issued to the contractor.

Schoborg asked what the next step would be if the recommendation is to deny and questioned if there is money for the infill to which Schroeder stated that there is no money currently in the budget for the infill but the Compete Streets Advisory Committee makes funding requests and recommendations for various complete streets projects which sidewalk infill is a major component of that and this year they made a

recommendation to do six to eight projects, this came up, they revisited the list and voted to add it to the list and if the project is approved it would be the property owners responsibility to replace the sidewalk and the property owners can either put it back in or the city will put it back in and asses the costs to the owners.

Parrish asked why this piece of sidewalk was put in only at this one property to which Castle stated that between World War II and the 1970s there were many periods that the city did not require sidewalks in new developments and this is a portion of town right on the edge that did not require sidewalks to be put in. Parrish then noted that even though they were not required we don't allow the homeowners to take them out.

Wilber asked if there is a way to deny the sidewalk vacate but only require them to put it back in if the infill project takes place to which staff questioned whether that could be done, and noted that would need to be looked into.

Wilber then asked if the item could be tabled.

Parrish asked if the city could put in sidewalks even if the property owners didn't want them to which Castle responded that is correct, the city code provides for a process to put in sidewalk even if the abutting property owners does not want it.

Leistikow said that one property should not be required to put in the sidewalk until the infill project is completed.

Wilber stated that she does not know the condition of the sidewalk but it can be a hazard if not maintained properly and while she supports the mission of complete streets we should not allow hazardous conditions.

Parrish stated there is plenty of sidewalks in the area so this section won't make a difference.

Trost stated that the sidewalk was not a usable asset.

It was moved by Leistikow and seconded by Schoborg to table the request by Hong Liang Fang to vacate 60 linear feet of sidewalk in the "R-2" One and Two Family Residence District located in front of 620 Byron Avenue. Motion carried 7-0-1 (Parrish Abstained)

2. Request by Raymond Shepard to vacate city-owned alley right-of-way in the "R-2" One and Two Family Residence District located north of 108 Bishop Avenue.

Blank read the staff report recommending approval of the request with the following condition: that a 25' utility easement be retained over the storm sewer located westerly of the Ogden Avenue right-of-way line.

Raymond Sheppard, 108 Bishop Avenue, stated he was available to answer questions.

Parrish asked if there were any plans to separate or sell off any of the land to which Sheppard stated no, he wants them all together.

Connie Johnson stated that she has no complaint about the applicants getting the parcel but questioned what would happen to the alley behind her and the other neighbor's land and if they are required to purchase that portion to which Schroeder asked for clarification on her address and stated that the two

abutting property owners would have the right to purchase their portion and the city requires all abutting property owners to sign an intent to vacate form to say they are in support of the vacate and if they wish to purchase their portion because the city does require that the alley be conveyed to either the adjacent property owner or the applicant. Schroeder noted that there was an intent to vacate form summited for her property indicated they wanted to purchase the portion that abuts their property.

It was moved by Schoborg and seconded by Parrish to recommend approval of the request by Raymond Shepard to vacate city-owned alley right-of-way in the "R-2" One and Two Family Residence District located north of 108 Bishop Avenue with the following condition: that a 25' utility easement be retained over the storm sewer located westerly of the Ogden Avenue right-of-way line. Motion carried unanimously.

3. Request by Cedric Culp to vacate city-owned alley right-of-way in the "R-2" One and Two Family Residence District located south of 500 Ricker Street.

Blank read the staff report recommending approval of the request with the following condition: that a utility easement be retained over the vacate area.

Parrish asked who owns the parcels to the south, if they were the same owners to which Blank stated they are different owners, and that they had signed an intent to vacate form indicating they did not want to purchase the portion that abuts their property.

Parrish also asked how wide the two separate parcels are and where are these in relation to the Hawkeye houses and if there are homes put on those lots where would the garages go and what would happen to the approach to which Castle responded that if the alley is vacated then the approach would need to be removed, the two lots are 47 feet wide, and the Hawkeye houses are a couple of blocks away.

Cedric Culp, 500 Ricker Street noted that the person that owns the two lots has owned those two lots for over 20 years and has done nothing with them and no one ever uses the alley. Culp also noted the adjacent property owners signed off on letting the alley be vacated but do not want to purchase their portion.

Schroeder noted that there are two different areas designated on the map and only one section is being vacated leaving technically a stub alley however there is a paper alley that will connect with that alley to which Parrish asked if someone was to build homes on this lot where would staff recommend driveway access to which Schroeder responded along the side or in the back and if they were going to ask for alley access staff would need to examine that situation since it is not currently an open alley and the city does not want more alleys.

Trost asked if the city looked at vacating the entire alley to which Schroeder responded that staff did not look at that as it would have been the applicant's responsibility to contact every property owner along the alleys, and get intent to vacate forms signed.

It was moved by Trost and seconded by Leistikow to recommend approval of the request by Cedric Culp to vacate city-owned alley right-of-way in the "R-2" One and Two Family Residence District located south of 500 Ricker Street with the following condition that a utility easement be retained over the vacate area. Motion carried unanimously.

E. Encroachment Agreement

1. Request by Gregory Schreiber for an encroachment agreement to allow for the construction of a detached structure 4' into an 8' utility easement located in the "R-2" One and Two Family Residence District located at 928 Loretta Avenue.

Hyberger read the staff report recommending approval of the request with the following condition: a signed and executed Encroachment Agreement.

It was moved by Schoborg and seconded by Parrish to recommend approval of the request by Gregory Schreiber for an encroachment agreement to allow for the construction of a detached structure 4' into an 8' utility easement located in the "R-2" One and Two Family Residence District located at 928 Loretta Avenue with the following condition: a signed and executed Encroachment Agreement. Motion carried unanimously.

F. Appeals

1. Request by Nedzad Jasarevic for an appeal to the City Code requirement prohibiting vehicles from parking on city-owned right-of-way to allow for the parking of vehicles on a (16' X 140') 2,240 square feet section of City right-of-way at 1400 Blackhawk Street.

Hyberger read the staff report recommending denial of the original encroachment agreement request but recommending approval of an appeal to the City Code requirement prohibiting

Leistikow asked if there has been similar requests to this type of appeal to which Dornoff responded that there has been two previous requests similar to this one and the one that follows.

It was moved by Leistikow and seconded by Parrish to recommend denial of the request by Nedzad Jasarevic for an appeal to the City Code requirement prohibiting vehicles from parking on city-owned right-of-way in the newly paved portion closest to the intersection, and approval of the request by Nedzad Jasarevic for an appeal to the City Code requirement prohibiting vehicles from parking on city-owned right-of-way to allow for the parking of vehicles on a (16' X 140') 2,240 square feet section of City right-of-way at 1400 Blackhawk Street. Motion carried unanimously.

2. Request by 5 Bees LLC for an appeal to the City Code requirement prohibiting vehicles from parking in city-owned right of way between street and property line located in the "M-1" Light Industrial District located north of 1808 Black Hawk Street.

Dornoff read the staff report recommending approval of the request with the following conditions: 1) The parking area would need to graded, drained and hard surfaced per Section 10-25-2(D) of the Zoning Ordinance and meet specifications of the city engineer and 2) the parking area will not block the sidewalk or street system in the area.

Leistikow noted that this seemed to be a more proactive approach and straight forward compared to the previous request.

It was moved by Trost and seconded by Schoborg to recommend approval of the request by 5 Bees LLC for an appeal to the City Code requirement prohibiting vehicles from parking in city-owned right of way between street and property line located in the "M-1" Light Industrial District located north of 1808 Black Hawk Street with the following conditions: 1) The parking area would need to graded, drained and hard surfaced per Section 10-25-2(D) of the Zoning Ordinance and meet specifications of the city engineer; 2) the parking area will not block the sidewalk or street system in the area and 3) that the driveway be at least 20-feet from Black Hawk Street. Motion carried unanimously.

G. Plans and Studies

1. Re-adoption and changes to the City Limits Urban Revitalization Area (CLURA) to extend the program another five years and add provisions for both in-home and commercial daycare facilities.

Dornoff went over the request.

Parrish asked if there were any changes to the previous request and why not to which Dornoff responded that there has not been any changes.

Serfling noted that the in-home daycare has been discussed before and what is the Commission supposed to do with it to which Dornoff stated that the daycare options with the CLURA is the major change from what was done in previous years and that staff is looking for a recommendation from the Commission.

Leistikow asked if this was a recommendation directly to City Council to which Dornoff responded yes.

Parrish asked if this was the CLURA or the CURA to which Dornoff responded this is the CLURA.

Commission discussed what was brought to the Commission previously.

Commission discussed the 10-year and 6-year abatement options. Commission discussed the possibility of recommending additional options in their motion.

Leistikow noted he is nervous about changing it as the City Council might do other changes to the proposal and would like to see stable policy and that the policy as a whole needs to move on.

Parrish stated that she knows that Councilmember Boesen has wanted to propose a change to the proposal and is concerned that nothing will be able to be changed for 5-years.

Leistikow asked if the City Council decides to change the CLURA does that come back to the Commission to which Dornoff responded no unless the Council decides to send it back to the Commission they make the decision and its final.

Parrish asked if the Commission could make a recommendation and state that they would like the City Council to look at these issues to which Dornoff responded that yes that is an option.

Trost stated that he likes the idea of recommending approval but note that the Commission would like the City Council to look at the additional changes discussed.

Andera asked the Commission if they are going to be specific on what they want the City Council to look at and noted with the time frame that a lot of developers look at this and see it expiring and it makes them nervous which Parrish responded that at some point the Commission needs to say they feel these changes need to be made and it will help developers by giving them more options and if it can be retroactive then they will still have the tax abatement options and she does not see the developers being too nervous about it.

Shirk noted that the last time this came to the City Council there were several developers there to speak on the issue.

Boesen stated that he is still proposing the 6-years at 50% option and would not have a problem with that and explained that it would start bringing in tax money immediately and it would be less of a shock to the

property owners to which Parrish asked if Boesen thought there was support for the 10-year graduated tax abatement to which Boesen stated there has always been support for that option from the City Council for that with the CURA where it is needed to help boost the housing prices in the core area but thought the six-year option should be what is proposed to the City Council.

Leistikow stated that he supports the CLURA and recommend that the City Council look at the other options.

Shirk stated that he has talked to many people about this and they are in support of the 6-year option and that there is a lot of sticker shock with the 3-year option.

It was moved by Leistikow and seconded by Shirk to recommend approval of the request of re-adoption and changes to the City Limits Urban Revitalization Area (CLURA) to extend the program another five years and add provisions for both in-home and commercial daycare facilities with the request that the City Council look at the 6-year at 50% and 10-year graduated abatement plans. Motion carried unanimously.

2. Request by the City of Waterloo to approve an amendment to the Rath Urban Renewal and Redevelopment Plan and TIF District to enlarge the area included therein (Amendment No. 3).

Dornoff went over the request.

Serfling asked if this was designed to promote more development to which Dornoff stated yes and noted the positive things that have bene happening in Maywood neighborhood to the east over the last few years.

Leistikow asked if Dubuque Road was being used as a connector between the different sites to which Dornoff stated yes.

It was moved by Parrish and seconded by Shirk to recommend approval of the request by the City of Waterloo to approve an amendment to the Rath Urban Renewal and Redevelopment Plan and TIF District to enlarge the area included therein (Amendment No. 3). Motion carried unanimously.

VI. Discussion

The next meeting of the Planning, Programming and Zoning Commission will be on November 1, 2022.

VII. Adjournment

It was moved by Parrish, seconded by Shirk, to adjourn the meeting at 6:25 p.m. Motion carried unanimously.

Respectfully submitted,

John Dornoff,
Planner II

CITY OF WATERLOO

Council Communication

Planning and Zoning minutes of November 1, 2022.

City Council Meeting: 1/3/2023
Prepared: 12/20/2022

ATTACHMENTS:

Description	Type
11/1/22	Backup Material

SUBJECT: Planning and Zoning minutes of November 1, 2022.

Submitted by: Submitted By:

MINUTES
CITY OF WATERLOO, IOWA
PLANNING, PROGRAMMING, AND ZONING COMMISSION
REGULAR MEETING - 4:00 P.M. NOVEMBER 1, 2022

The regular meeting of the Waterloo Planning, Programming, and Zoning Commission was called to order by Chairperson Wilber at 4:00 p.m. via zoom and in person in the Harold E. Getty Council Chambers at Waterloo City Hall. Note, the regular meeting was moved from 11/8/22 to 11/1/22 to avoid conflict with election day.

Members present were: Virginia Wilber, Ali Parrish, Brandon Schoborg, Cody Leistikow, Patricia Serfling, and Phillip Shirk.

Members present electronically: Janelle Ewing.

Members absent were: Steve Trost. Note-Representative from Human Rights is currently a vacate position.

Others present were: Aric Schroeder, Lexi Blank, Tim Andera, and Seth Hyberger – Planning Department; Jamie Knutson – City Engineer, and ten citizens.

Others present electronically: Dave Boesen – City Council Liaison and 1 citizen.

I. Approval of the Agenda

It was moved by Schoborg and seconded by Serfling to approve the agenda. Motion carried unanimously.

II. Approval of the Minutes from the regular meeting on October 11th, 2022.

It was moved by Parrish and seconded by Lestikow to approve the minutes of the October 11th, 2022 meeting. Motion carried unanimously.

III. Financial Report September 2022.

Schroeder reviewed the financial report.

It was moved by Schoborg and seconded by Parrish to receive and place the financial report on file. Motion carried unanimously.

IV. Oral Presentations

There were no oral presentations.

V. New Business

A. Hearings – Rezones/Special Permits

1. Request by Porfirio Garza to rezone approximately 0.19 acres from "R-2" One and Two Family Residence District to "R-2, C-Z" Conditional Zoning District to allow for a truck dispatching office in an accessory structure located at 504 Linden Avenue.

It was moved by Leistikow and seconded by Schoborg to receive and place on file the statement of verification at 4:02 p.m. Motion carried unanimously, and Wilber declared the hearing open.

Blank read the staff report recommending denial of the request however if the commission recommends approval the following conditions should apply: 1) that there is no parking of trucks or trailers on the lot; and 2) that there is no outside storage.

Parrish stated she was abstaining from this item.

There was no one that spoke on this item.

It was moved by Leistikow, seconded by Serfling, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:08 p.m.

It was moved by Leistikow, seconded by Schoborg, to recommend denial of the request by Porfirio Garza to rezone approximately 0.19 acres from "R-2" One and Two Family Residence District to "R-2, C-Z" Conditional Zoning District to allow for a truck dispatching office in an accessory structure located at 504 Linden Avenue. Motion passed 7-0-1 (Parrish abstaining).

2. Request by A-Line EDS to rezone approximately 0.14 acres from "C-1" Commercial District to "C-1, C-Z" Conditional Zoning District to be extra yard space for the approved warehouse and maintenance facility located west of 722 Dearborn Avenue.

It was moved by Parrish and seconded by Schoborg to receive and place on file the statement of verification at 4:10 p.m. Motion carried unanimously, and Wilber declared the hearing open.

Blank read the staff report recommending approval of the request.

Parrish asked if anyone from 722 Dearborn has contacted the staff about the rezone to which Blank answered no and Ben DeJong, A-Line EDS stated that he was worked with the neighbor and has agreed to fence the lot area next to the 722 Dearborn.

It was moved by Leistikow, seconded by Serfling, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:15 p.m.

It was moved by Schoborg, seconded by Shirk, to recommend approval of the request by A-Line EDS to rezone approximately 0.14 acres from "C-1" Commercial District to "C-1, C-Z" Conditional Zoning District to be extra yard space for the approved warehouse and maintenance facility located west of 722 Dearborn Avenue. Motion passed unanimously.

3. Request by Bruce Gerleman to rezone approximately 3.46 acres from "A-1" Agricultural District to "C-P" Planned Commercial District for a new restaurant located northeast of 2600 Shaulis Road.

It was moved by Parrish and seconded by Serfling to receive and place on file the statement of verification at 4:18 p.m. Motion carried unanimously, and Wilber declared the hearing open.

Blank read the staff report recommending approval of the request with the following conditions: 1) that sidewalk be installed along the frontage of the property; 2) that sidewalk approaches and curb drops be installed to connect pedestrians from the site in question to the bike trail across Shaulis Road; 3) that the Shaulis Road pedestrian crossing will initially be an unmarked crossing, however the applicant would be responsible to install the crossing and related elements (painting, signage and wired rectangular rapid flashing beacons) in the future if the City of Waterloo determines that they are warranted based on pedestrian use and safety; 4) that a street light be installed within the right-of-way of Shaulis Road at the proposed driveway and 5) the final site plan meets all applicable city codes, regulations, etc. including but not limited to, parking, landscaping, screening, drainage, etc.

Schoborg asked when it is deemed necessary to put in the flashing pedestrian beacons and what is the speed limit on that section of Shaulis to which Schroeder answered 45mph that this item was received with the City of Waterloo Traffic Engineer and that the situation will need to be looked at including the speed, the amount of development going on and the traffic generated by the restaurant but did not want to assume that the flashing beacons would be needed right away.
Rich Ayers, Ayers Design Group, present on behalf of Bruce Gerleman the applicant and agrees with staff comments.

It was moved by Serfling, seconded by Parrish, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:26 p.m.

It was moved by Serfling, seconded by Parrish, to recommend approval of the request by Bruce Gerleman to rezone approximately 3.46 acres from "A-1" Agricultural District to "C-P" Planned Commercial District for a new restaurant located northeast of 2600 Shaulis Road with the following conditions: 1) that sidewalk be installed along the frontage of the property; 2) that sidewalk approaches and curb drops be installed to connect pedestrians from the site in question to the bike trail across Shaulis Road; 3) that the Shaulis Road pedestrian crossing will initially be an unmarked crossing, however the applicant would be responsible to install the crossing and related elements (painting, signage and wired rectangular rapid flashing beacons) in the future if the City of Waterloo determines that they are warranted based on pedestrian use and safety; 4) that a street light be installed within the right-of-way of Shaulis Road at the proposed driveway and 5) the final site plan meets all applicable city codes, regulations, etc. including but not limited to, parking, landscaping, screening, drainage, etc. Motion carried unanimously.

B. Special Permit

1. Request by Ritland/Kuiper Landscaping on behalf of the City of Waterloo Leisure Services for a Special Permit for the construction of new recreation facilities at Gates Park located in the "A-1" Agricultural District, "M-2" Heavy Industrial District and "R-2" One and Two Family Residence District located at and adjacent to 620 East Donald Street.

Hyberger read the staff report recommending approval of the request.

Mark Kuiper, Ritland/Kuiper Landscaping, stated he was available to answer any questions.

Parrish noted there have been other public hearings about this plan and asked if there were any comments from the public about the project to which Kuiper noted that there has been good discussion with area residents and there were still concerns about wanting to have a pool at Gates Park which is understandable and went over the master plan and why it was decided to open up other recreational ideas in Gates Park.

Leistikow asked if there were plans to tie in the park to the trail system in the area to which Kuiper stated yes, that the loop through the park will be larger and connected with the East Donald Street trail.

Parrish asked if the existing flood wall was going to be removed to which Kuiper responded that the goal is not to do anything with the flood wall but enhance it visually with such items as sculpted mounds and tree plantings

It was moved by Leistikow and seconded by Shirk to recommend approval of the request by Ritland/Kuiper Landscaping on behalf of the City of Waterloo Leisure Services for a Special Permit for the construction of new recreation facilities at Gates Park located in the "A-1" Agricultural

District, "M-2" Heavy Industrial District and "R-2" One and Two Family Residence District located at and adjacent to 620 East Donald Street. Motion carried unanimously.

2. Request by Invision Architecture on behalf of the City of Waterloo Leisure Services for a Special Permit for the construction of new recreation facilities at Byrnes Park located in the "R-1" One and Two Family Residence District located at 801 Campbell Avenue.

Hyberger read the staff report recommending approval of the request.

Brett Van Zee, Invision Architecture, stated that he was available to answer any questions but also noted that Invision has been working with Leisure Services and Ritland/Kuiper to develop a cohesive plan and there is a lot of continuity between the projects.

Serfling asked about the timeline for the project to which Van Zee answered that the Gates project is looking to move first and use the current pool most of the season in 2023 and start construction in late summer or early fall and go into 2024 and the teams are working to make sure only one of the park area is down at one time.

Rob Nichols, City Council Liaison, asked about some of the changes from the early designs such as the lazy river, to which Van Zee stated that as the project was looked at holistically and with the budget that was available which included a couple of budget constraints so the lazy river was an eliminate that needed to be eliminated. However, a smaller walking channel was included which will allow one overall body of water and reduce the amount of mechanical equipment. Van Zee also noted that with the current design occupancy numbers will go up by about a third.

Paul Huting, Leisure Services Director, stated that he was available for questions also.

Wilber asked if there have been concerns from the community to which Huting stated that Leisure Services and the consultants have had an ongoing series of dialogues with the community, there was a Public Hearing in the chambers with City Council with a vote, and a Public Hearing and vote with the Leisure Services Commission in addition to a survey with a thousand respondents plus put together a group that was in touch with the Gates Community and that focus group came up with a lot of the recommendations for the Gates Park amenities that is seen in the proposals. Huting further noted that over the last 10 to 12 years the Gates pool has not seen big attendance numbers so the goal is to create amenities that will attract more people to the park.

Parrish asked about the possibility of running a shuttle between the Gates and Byrnes Parks to which Huting responded that there have been discussions with MET Transit to connect both parks and there will be traffic both ways as there will be new amenities at Gates Park that will attract people from Byrnes Park.

Raylene Bruns, 308 Lester Street, has a concern that they want to eliminate an existing restroom and building, two basketball courts to replace with a half basketball court, and noted that Gates Park has a long history of basketball games. She further stated the facilities at Upper Gates will be beautiful but there has never lights on those courts and you have to beg to get nets on the hoops to which Kuiper responded that when talking to the focus group, there was not consensus in the neighborhood, that they did hear from neighbors in the Lester area that they did not want the noise and the basketball courts would have to be rebuilt so instead there will be 3 courts in the north area which will be better suited to hold the larger events. Kuiper further stated that the hope is that the area to the north will be able to hold a multitude of events including organized skating events, dance groups, and performance venues with

more parking for the larger groups and that it will actually lesson the traffic concerns in Lower Gates Park.

It was moved by Schoborg and seconded by Serfling to recommend approval of the request by Invision Architecture on behalf of the City of Waterloo Leisure Services for a Special Permit for the construction of new recreation facilities at Byrnes Park located in the "R-1" One and Two Family Residence District located at 801 Campbell Avenue. Motion carried unanimously.

3. Request by Thawng Lian for a Special Permit to allow for a religious institution in the "R-4" Multiple Residence District at 1115 West 4th Avenue.

Hyberger read the staff report recommending approval of the request.

Leistikow asked if a condition should be added that they meet fire and building codes to which Hyberger responded that it could be.

Thawng Lian, 1115 West 4th Street, stated that they need to get this approved.

It was moved by Leistikow and seconded by Schoborg to recommend approval of the request by Thawng Lian for a Special Permit to allow for a religious institution with the condition that all building and fire codes are met in the "R-4" Multiple Residence District at 1115 West 4th Avenue. Motion carried unanimously.

C. Vacates

1. Request by John & Dan Properties, LLC to vacate city right of way along San Marnan Drive between Bankers Boulevard and Hurst Drive and retaining utility easements as required for the purpose of adding the land to the applicants existing property.

Andera read the staff report recommending approval of the request.

Leistikow asked if the property was a former state-owned right of way to which Andera answered that it was and that the city will need to go through 306.23 of State Code to properly dispose of the property which requires contacting former owners to offer them the right of way.

It was moved by Parrish and seconded by Shirk to recommend approval the request by John & Dan Properties, LLC to vacate city right of way along San Marnan Drive between Bankers Boulevard and Hurst Drive and retaining utility easements as required for the purpose of adding the land to the applicants existing property. Motion carried unanimously.

Parrish and Ewing left the meeting.

2. Request by Hong Liang Fang to vacate 60 linear feet of sidewalk in the "R-2" One and Two Family Residence District located in front of 620 Byron Avenue.

Schroeder read the staff report recommending denial of the request with the following condition.

Hong Liang Fang, stated he was available to answer questions.

Knutson stated that is asking the commission to reconsider a recommendation of approval as it will set a terrible precedent and that there is sidewalk all over town like this and there is several mitigating circumstances including 1) there was no permit taken out, 2) the City Council and Mayor created the Complete Streets Policy to encourage the installation of an additional sidewalk in the city. He further

stated that is it perfect and limited by funds, yes it is. Knutson further stated that if this is approved you will see more people just removing their sidewalks then coming through the process to get it approved and if the funds are approved for the infill project then all the taxpayers in the city will be paying to put back in a sidewalk that should not have been removed in the first place.

Leistikow stated that he feels the applicants fall into a very special circumstance and it may not be fair.

Shirk stated that he felt it would set a bad precedent and would it put an unfair burden on the next homeowner.

Wilber stated she agrees and honor the recommendation of the Compete Streets Advisory Committee and the commission has stated in the past that it wants to see sidewalk projects done.

Nichols asked if there was a list of standalone sidewalks like this to which Knutson answered he does not have an answer immediately but staff does have a GIS database of all sidewalks in the city and Schroeder also noted it shows the gap.

Dave Boesen, City Council Liaison stated he feels this would set a bad precedent.

It was moved by Leistikow and seconded by Schoborg to recommend approval of the request by Hong Liang Fang to vacate 60 linear feet of sidewalk in the "R-2" One and Two Family Residence District located in front of 620 Byron Avenue. Motion failed 0 – 5 (Wilber, Serfling, Schoborg, Leistikow, and Shirk voting nay).

VI. Discussion

The next meeting of the Planning, Programming and Zoning Commission will be on December 13, 2022.

VII. Adjournment

It was moved by Serfling, seconded by Leistikow, to adjourn the meeting at 5:30 p.m. Motion carried unanimously.

Respectfully submitted,

John Dornoff,
Planner II

CITY OF WATERLOO

Council Communication

Board of Adjustment minutes of September 27, 2022.

City Council Meeting: 1/3/2023
Prepared: 12/20/2022

ATTACHMENTS:

Description	Type
9/27/22 minutes	Backup Material

SUBJECT: Board of Adjustment minutes of September 27, 2022.

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA
BOARD OF ADJUSTMENT MINUTES
REGULAR MEETING - 4:00 P.M. SEPTEMBER 27, 2022

The regular meeting of the City of Waterloo Board of Adjustment was called to order by Chairperson Condon at 4:00 p.m. via zoom and in-person in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: John Beckman, Carole Gustafson, Craig Holdiman, and Brad Condon.

Members present electronically were: None.

Members absent were: Jeri Thornsberry.

Others present were: Lexi Blank, Aric Schroeder, Seth Hyberger & John Dornoff – Planning Department; and eight citizens.

Others present electronically were: Dave Boesen – City Council Liaison; Noel Anderson – Community Planning and Development Director and 3 citizens.

I. Approval of the Agenda

Dornoff noted that agenda item #5 the Special Permit request by Plums Auto LLC, for a salvage yard at 2666 WFC&N Drive, needs to be removed from the agenda because the Planning, Programming, and Zoning Commission meeting to be cancelled for lack of a quorum and they have not made their recommendation on the request.

It was moved by Holdiman and seconded by Beckman to approve the agenda as amended, removing item 5. Motion carried unanimously.

II. Approval of the Minutes from the regular meetings on August 27, 2022.

It was moved by Beckman, seconded by Gustafson, to approve the minutes of the August 27, 2022 meeting. Motion carried unanimously.

III. Decision Items

1. Request by Nagle Signs on behalf of Manatts, INC for a variance to the sign regulations to permit two free-standing signs 50’ apart from each other, 100’ less than the minimum 150’ required in the “M-2” Heavy Industrial District located at 172 West Mullan Avenue.

Dornoff read the staff report recommending approval of the request.

Mason Fromm, Nagle Signs stated that the project was brought to him by Manatts who will be doing all the work but are not licensed in the city as a sign contractor so he is doing the paperwork on their behalf.

Beckman asked if there were any sight issues to which Fromm stated there were not.

It was moved by Beckman, seconded by Holdiman, to approve the request of Nagle Signs on behalf of Manatts, INC for a variance to the sign regulations to permit two free-standing signs 50’ apart from each other, 100’ less than the minimum 150’ required in the “M-2” Heavy Industrial District located at 172 West Mullan Avenue. Motion carried unanimously.

2. Request by City Builders for a variance to the front yard setback requirement that requires the front setback to match the average of the adjacent properties within 200 feet to allow a setback of 35 feet, 22 feet less than the average of 57' of the adjacent properties to allow for the construction of a 12' X 12' 3 season room in the front of the home located in the "R-1" One and Two Family Residence District located at 2672 Logan Avenue.

Dornoff read the staff report recommending approval of the request.

Holdiman noted that it appears that the house was built closer to the property line than is allowed to which Dornoff responded that due to the angle of the front property line, the house does appear to be closer than it actually is, but still exceeds the normal "R-1" setback requirement.

Dennis R Wildeboer, representing City Builders, noted that the proposed room would be the same footprint as the existing deck and the neighbor to the north does have a large accessory building that is closer to the road than their house.

Linda and Danny McGowan, 2672 Logan Avenue, stated that they are trying to get this approved to allow them a little more living space. In addition they are trying to reduce the amount of sun and heat that come into their home. They also noted that when they built the deck they did not need a variance to which Dornoff noted that a deck has different requirements than an enclosed room.

It was moved by Beckman, seconded by Condon, to approve the request by City Builders for a variance to the front yard setback requirement that requires the front setback to match the average of the adjacent properties within 200 feet to allow a setback of 35 feet, 22 feet less than the average of 57' of the adjacent properties to allow for the construction of a 12' X 12' 3 season room in the front of the home located in the "R-1" One and Two Family Residence District located at 2672 Logan Avenue. Motion carried unanimously.

3. Request by Tanya Lawin for a variance to the side yard setback requirements to allow for a setback of 5', 3.5' less than the 8.5' required to allow for construction of a 28' X 13' attached garage addition in the "R-1" One and Two Family Residence District located at 307 Lambeth Road.

Hyberger read the staff report recommending approval of the request.

Tanya Lawin, 307 Lambeth asked if there were any questions.

Beckman asked for clarification of where the garage addition was going and that it was going to extend from the existing home next to the existing garage to which Lawin stated yes.

It was moved by Gustafson, seconded by Holdiman, to approve the request of Tanya Lawin for a variance to the side yard setback requirements to allow for a setback of 5', 3.5' less than the 8.5' required to allow for construction of a 28' X 13' attached garage addition in the "R-1" One and Two Family Residence District located at 307 Lambeth Road. Motion carried unanimously.

4. Request by Raymond Sheppard & Ken Cox for a variance to the accessory structure requirements prohibiting accessory structures in the required front yard to allow for a 12' X 24' detached deck and pool in the "R-2" One and Two Family Residence District located at 108 Bishop Avenue.

Blank read the staff report recommending approval of the request.

Beckman asked if there has been any objections to the variance to which Blank answered no.

Gustafson asked for clarification that construction of the deck had already started to which Blank said yes, they have started construction and you can see it in the images.

Beckman asked how this came to the attention of the Planning Department to which Blank responded that they came in for a permit and when Dornoff went out to get pictures he noticed the deck was already started constructed.

Condon asked about the status of the alley vacate and if it would have to go to the City Council, to which Blank responded it has not gone to the Planning, Programming, and Zoning Commission yet due to a lack of quorum at their last meeting and Dornoff responded that it would have to go to the City Council.

Beckman asked if fencing is required around the pool for safety and liability reasons to which Schroeder responded that fencing around the pool is a building code requirement for safety and fencing is one way to do it and pools over a certain height which this one would be, the wall of the pool can act as a fence so long as there are other measures in place such as the stairs having a lockable gate.

Condon asked if there is a reason for the Board to rule on this until the alley is vacated to which Schroeder responded that staff was told that the pool and deck were going to be on the north portion of their property on the far side of the alley from their home and the vacate and variance would be two separate issues however with the site inspection it does appear that the deck and pool are being built on the alley right-of-way. Technically they are still two different issues but if the vacate were not approved then they would have to move the deck to the north on their separate lot. The Board could go ahead and approve the variance as they are two separate issues.

Holdiman asked if the Board needs to approve it on the condition that the City Council approves the vacate request to which Schroeder responded that if the City Council does not approve the vacate they will have to move it north no matter what although that would create an accessory structure on a lot without a principal permitted use, with an alley between the lots

Condon asked if there was a reason it was built where it was to which Schroeder responded that there is a letter included that indicates reasons for it being built close to the house which includes proximity to the house and view from the house, as well as location of the trees.

Condon asked the applicants if they were trying to get it done this year to which Sheppard responded that he did not know he would have to go through any of the processes or the vacate of the alley but received a stop work order from the city. Sheppard further stated that he planned to put it in this year but had to stop to go through all the procedures.

Condon asked if there was a reason why it was being built so close to the street to which Sheppard answered that it isn't that close, it is even with the closest neighbor's house and there are trees that he cannot afford to cut down on the rest of the lot and if there was an incident he can see better and could get out to the pool quickly.

Sheppard noted that he does have a petition from his surrounding neighbors in support of the project.

Beckman asked about safety and noted access to the pool via the deck will also have to be restricted to which Sheppard responded that it will have a fence around it and it will cover the deck.

Gustafson noted that in the previous meeting they denied a variance to build in the front yard and now the Board is dealing with a front yard issue again and wants to insure that the Board is being consistent so it does not appear that the Board is being prejudicial between one group over another.

Sheppard stated that they only need a couple of feet for the variance because their house sits so far back compared to the nearest neighbor to which Dornoff responded that the front yard runs equal to the front of the house.

Condon stated that he has the same concern as Gustafson and is also concerned if the applicant does not get the alleyway vacated he is going to have to move the deck and asked why does he not put it behind the front of the house to which Holdiman replied that he said he had trees that would make it difficult.

The Board members discussed the area where the deck could be placed without having a problem with the trees.

Holdiman stated that he thought the issue with the item on Burton was that the applicant had a metal carport which was illegal to which Condon responded that it was two issues, one that the carports were not legal and the other was that one of the carports was in the front yard.

Schroeder stated that the Ordinance does not allow for detached structures in the required front yard but noted that there have been variances approved under special circumstances and the one on Burton Avenue staff was recommending denial due to the nature of the metal frame structure and if the structure was going to be allowed that it was removed from the required front yard. Schroeder, however, did note that there are unique circumstances with this request in the size of the lot on a corner lot and even with the nearest house on the next block, and was not concerned about the deck being in the front yard.

Gustafson stated that the item should be tabled because it has to go someplace else for a different approval before the Board can make a decision on the location of the deck.

Condon stated that he feels the City Council will approve the vacate because the alley does not go anywhere.

Rob Nichols, at-large City Councilmember, 5006 Sweet Water Circle, stated that after learning a little more about the situation and looking at the bigger picture and what the gentleman is trying to accomplish this will be an entertainment spot for a lot of kids that would not otherwise have another recreation option. Nichols stated that he hopes the Board will take the overall goal into consideration when making its decision.

Condon asked Nichols if he was aware of the issue that was brought up about the decision on Burton with Nichols asking for clarification along with asking if there has been situations in the past that are similar to which Schroeder stated that he cannot think of any variances for a detached deck in the front yard but there have been cases involving other accessory structures in the front yard but most of them have been in rural areas.

Gustafson stated that the Board cannot put a condition that it is subject to approval when the Board has no control over that approval process to which Beckman responds that if the City Council does not approve then the condition is not met, and they would have to come back to the Board.

Condon also states that if the alley vacate is not approved then they will have to move the deck and pool which Gustafson asked if giving approval of the variance is giving them permission to go ahead and

move forward and giving them false hope that the vacate will get done. Condon states that he feels the condition needs to be part of the approval.

Condon then asked if there can be a Restrictive Covenant on two properties that don't adjoin to which Schroeder responded that when staff reviews them administratively meaning they don't need Board or City Council action, staff does require them to be physically adjoining. However, Schroeder has also noted there have been situations where a property is divided by an alley and that was sent to the Board of Adjustment for a variance for having an accessory structure on a lot with no principal permitted use subject to the Restrictive Covenant.

Condon asked if the Restrictive Covenant has been completed to which Blank stated it has been recorded to which Schroeder noted that normally that would not be done unless the alley was vacated.

It was moved by Gustafson to table the request of Raymond Sheppard & Ken Cox for a variance to the accessory structure requirements prohibiting accessory structures in the required front yard to allow for a 12' X 24' detached deck and pool in the "R-2" One and Two Family Residence District located at 108 Bishop Avenue. Motion died for lack of a second.

Dornoff noted that there must be three yes votes to pass the motion.

Condon initially voted to deny but changed his vote to approve.

It was moved by Holdiman, seconded by Beckman, to approve the request of Raymond Sheppard & Ken Cox for a variance to the accessory structure requirements prohibiting accessory structures in the required front yard to allow for a 12' X 24' detached deck and pool in the "R-2" One and Two Family Residence District located at 108 Bishop Avenue with the condition that the vacate of the alley is approved. Motion carried 3-0-1 (Gustafson abstained).

IV. Discussion

There was a discussion about the November and December meetings with it being decided to keep the November meeting at its November 22nd date and decide about the December date at that November meeting.

V. Adjournment

It was moved by Beckman, seconded by Holdiman, to adjourn the meeting at 5:04 p.m. Motion carried unanimously.

Respectfully submitted,



John Dornoff,
Planner II

CITY OF WATERLOO

Council Communication

Community Development Board meeting minutes November 2022.

City Council Meeting: 1/3/2023
Prepared: 12/21/2022

ATTACHMENTS:

Description	Type
November 2022 Board meeting minutes	Backup Material

SUBJECT:	Community Development Board meeting minutes November 2022.
Submitted by:	Submitted By: Rudy D. Jones, Community Development Director
Recommended Action:	approval

Community Development
Meeting Minutes

November 15, 2022

I. Call to order

Board Chairman Cody Leistikow called to order the regular meeting of the Community Development Board via zoom at approximately 4:00 p.m. on Tuesday, November 15, 2022. Leistikow asked for an approval of the agenda for November 15, 2022.
It was moved by Hummel and seconded by Northey to approve the agenda. Motion carried.

II. Attendance:

Present: Cody Leistikow, Angela Weekley, Zach Hansen, Jenna Northey, Tina Hummel and Jessica Rucker

Members Absent: Cam Campbell

Also Present: Angie Fordyce, Coordinator; Anita Rousselow, Administrative Secretary; Tali Stevens, Client; Pam Mast, Intake Specialist; Nia Wilder, Councilperson

III. Approval of minutes from last meeting

Leistikow asked for a motion to approve the minutes for the October 18, 2022 board meeting. It was moved by Rucker and seconded by Northey to approve the minutes of the meeting on October 18, 2022. Motion carried.

IV. Old Business:

a) **Staff Updates**: Fordyce and Mast attended HOME training regarding underwriting in Illinois. Underwriting is beneficial for a number of our programs and is essential for HOME projects. Stephanie Shavers has also started her new positon as Neighborhood Services Coordinator. Staff evaluations will be started at the end of the year and will continue until all employees will have had one and have gained a thorough understanding of the expectations they will need to meet in the New Year.

b) **CARES Act Funding:**

Round 1- Nothing new with Round 1.

Round 2- The project is progressing well. Staff still receives certified payrolls and meets via zoom with the contractors twice a month.

Round 3-This program is progressing well

c) **Ricker Street Development-** There's a lot of potential in that area with possibilities for new single family units in close proximity to our development area near Gable Street .An informational meeting with developers will be pushed back to late November and early December. Staff expects Request for Proposals in December.

V. New Business:

a) **Endorse Contracts October 2022**: Leistikow asked for a motion to approve the contracts signed in October of 2022. Weekley had questions about the amount that was spent on the 615 Linn Street rehabilitation. Fordyce gave her the general scope of work but offered to get her more information if it was needed. A motion was made to approve the October contracts by Weekley as shown and a second was made by Northey on that motion. Motion carried

b) **713 Kern Street:** Ms. Tali Stevens attended the meeting. Ms. Stevens stated that she would like to move out of the neighborhood because of violence and would like have the board forgive her rehabilitation loan. The project was started in September of 2021, the loan is forgiven at 1/5 of the amount each year and at the end of the five years the loan is forgiven. Ms. Stevens stated that she has done several repairs to the home and feels that the amount of $ that Community Development put into the project is way more than what the work was worth. After discussion Fordyce recommended that she get the home appraised and then to contact Community Development again.

c) **Neighborhood Services Report:** Fordyce read the neighborhood services report to the board

VI. Discussion Items:

a) **Informational Forum.** Staff informed the board that this meeting is a little later than past years because they wanted to implement the survey for input for the American Rescue Plan which needs to be done before the ARP can be submitted. The new application process for FY24 CDBG and HOME funds will be an online process this year. The application process will start on November 30, 2022 and will end on December 30, 2022 at noon.

VII. Adjournment

Leistikow asked for a motion to adjourn the meeting. A motion by Hanson was made to adjourn and seconded by Rucker. Motion carried. Meeting Adjourned. Minutes submitted and approved by board.

CITY OF WATERLOO

Council Communication

Board of Adjustment minutes of October 25, 2022.

City Council Meeting: 1/3/2023
Prepared: 12/21/2022

ATTACHMENTS:

Description	Type
10/25/22 minutes	Backup Material

SUBJECT: Board of Adjustment minutes of October 25, 2022.

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA
BOARD OF ADJUSTMENT MINUTES
REGULAR MEETING - 4:00 P.M. OCTOBER 25, 2022

The regular meeting of the City of Waterloo Board of Adjustment was called to order by Chairperson Condon at 4:00 p.m. via zoom and in-person in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: John Beckman, Jerri Thornsberry, Carole Gustafson, and Brad Condon.

Members present electronically were: None.

Members absent were: Craig Holdiman.

Others present were: Lexi Blank, Aric Schroeder, Seth Hyberger & John Dornoff – Planning Department; and eight citizens.

Others present electronically were: Dave Boesen – City Council Liaison; and 1 citizen.

I. Approval of the Agenda

It was moved by Gustafson and seconded by Beckman to approve the agenda as amended, removing item 5. Motion carried unanimously.

II. Approval of the Minutes from the regular meetings on September 27, 2022.

It was moved by Beckman, seconded by Gustafson, to approve the minutes of the September 27, 2022 meeting amending a misspelled word on page 4. Motion carried unanimously.

III. Decision Items

1. Request by Walter and Janet Robinson for a variance to allow for metal siding on an accessory structure in the "R-2" One and Two Family Residence District located at 525 Colorado Street.

Dornoff read the staff report recommending approval of the request.

Condon asked if the metal siding was discussed with the contractor to which Dornoff stated that the building department did discuss the issue with the contractor.

Thornsberry noted it does not look bad and asked if the city was being a little odd about this to which Schroeder responded that it looks like standard metal siding but it is what is generally put vertical as it is the ribbed panel and in this case due to the uniqueness that the building permit was already issued, the surrounding area, and the fact it does not look out of character for the area, staff is recommending approval.

Dave Sabers, Spahn & Rose Lumber Company, stated that he has worked in the city since 1969 and has done lots of projects and thought so long as the metal siding was horizontal its fine and there is two in Jessup going up right now with metal siding. He also stated he thought it was ok for metal siding turned horizontal in Waterloo but now he knows better.

Beckman asked who made the decision to go with this type of siding which is different from what is on the house to which Sabers answered the owner probably due to cost.

It was moved by Beckman, seconded by Thornsberry, to approve the request by Walter and Janet Robinson for a variance to allow for metal siding on an accessory structure in the "R-2" One and Two Family Residence District located at 525 Colorado Street. Motion carried unanimously.

2. Request by Fusion Investments for a 2-year temporary variance to allow for recycled asphalt for a vehicle parking storage facility in the "M-1" Light Industrial District located South of 3353 Marnie Avenue.

Hyberger read the staff report recommending approval of the request.

Condon asked what the difference was between recycled and regular asphalt to which Schroeder explained that recycled asphalt is asphalt that has been crushed up with emulsion to hold it together and is similar to a seal coat.

Condon asked for conformation that the 2-year variance is that they are going to build additional units and hard surface at that time to which Schroeder stated he believed that was the plan.

Thornsberry asked if the Board approves this 2-year temporary variance and in the mean time they decide to go ahead and build the structures will the temporary variance be invalidated in order to issue the building permit to which Schroeder responded that the request for the temporary variance does not include if a new vehicular hard surface path is required for the future buildings, so if they decide to build the buildings before the variance expires, they could in theory pave the approaches to those buildings but still leave the main storage area for recreational vehicles to such time as that temporary variance elapses.

Condon asked if they do not build the buildings before the two years is up what will the applicant have to do, which Schroeder responded that they would have to pave it and the recycled asphalt becomes a decent subbase to put the hard surfacing above it.

Trevis Adair, 1912 St. Andrews Ct, Cedar Rapids, stated that they have been working on this project for some time and explained that the project includes two phases and that it made the most economic sense to buy both lots together now and explained further why they want the recycled asphalt. He further stated that he did talk to neighbors explaining what they planned to do and the neighbors seemed to be in favor of it.

Beckman asked when they planned to start construction to which Adair stated hopefully on Thursday on Lot 4, the southern lot but also put the recycled asphalt onto lot 3 while constructing the buildings on the southern lot and have it done by the end of October. Beckman further asked if there was that much demand for storage units in the community to which Adair stated he hopes so and Condon noted that Green Acres storage is 99% full.

Thornsberry asked for clarification on whether she needed to put Lot 3 in the motion and what is 3353 Marne to which Dornoff responded it is just to the north of the lots in question and is the nearest addressed building that was in the aerial image.

It was moved by Thornsberry, seconded by Gustafson, to approve the request by Fusion Investments for a 2-year temporary variance on lot 3, set to expire on October 25th, 2024 to allow for recycled asphalt for a vehicle parking storage facility in the "M-1" Light Industrial District located South of 3353 Marnie Avenue. Motion carried unanimously.

3. Request by Kwik Trip/Kwik Star Inc. for a variance to allow for a 14' X 24' 336 square foot expansion of a Limited Alcohol Sales Use within an Alcohol Sales Overlay District (Broadway Street) in the "C-2" Commercial District located at 707 Broadway Street.

Blank read the staff report recommending approval of the request.

Zack Stackhouse, project manager, stated he was available to answer questions.

Beckman asked if the new cooler will have a walk-in cooler for customer use to which Stackhouse stated no, that only employees will be able to go into the cooler as the only access will be from the kitchen.

It was moved by Gustafson, seconded by Beckman, to approve the request of Kwik Trip/Kwik Star Inc. for a variance to allow for a 14' X 24' 336 square foot expansion of a Limited Alcohol Sales Use within an Alcohol Sales Overlay District (Broadway Street) in the "C-2" Commercial District located at 707 Broadway Street. Motion carried unanimously.

4. Request by Habitat for Humanity for a variance to the maximum lot coverage to allow for a home and garage to have maximum lot coverage of 38.5%, 3.5% more than the 35% allowed for the purpose of constructing a new 16' X 24' 384 square foot detached garage in addition to an existing 1212 square foot single family home in the "R-3" Multiple Residence District located at 419 Almond Street.

Dornoff read the staff report recommending approval of the request.

Beckman asked if there was any objections on file to which Dornoff responded no.

Condon asked if they built a 14' X 22' garage would it make it under the 35% to which Dornoff responded no.

Andy Conger, 622 Melrose Avenue, Northeast Iowa Habitat for Humanity, stated they looked at the smaller garage but it would not get them below the 35%.

Beckman asked about the two large trees in the back yard and if the garage will be south of those trees and if there was plans for the lot next to 419 to which Conger responded that yes and the garage will be moved a little back to keep the building from interfering with the trees and note that Habitat tried to buy the lot next to 419 but the owner did not want to sell.

Condon asked if the home was already sold to a client to which Conger responded that it would be sold on the market, but was not sold yet.

It was moved by Beckman, seconded by Thornsberry, to approve the request of Habitat for Humanity for a variance to the maximum lot coverage to allow for a home and garage to have maximum lot coverage of 38.5%, 3.5% more than the 35% allowed for the purpose of constructing a new 16' X 24' 384 square foot detached garage in addition to an existing 1212 square foot single family home in the "R-3" Multiple Residence District located at 419 Almond Street. Motion carried unanimously.

IV. Discussion

V. Adjournment

It was moved by Beckman, seconded by Gustafson, to adjourn the meeting at 4:45 p.m. Motion carried unanimously.

Respectfully submitted,



John Dornoff,
Planner II