THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA,
REGULAR SESSION TO BE HELD AT
Harold E. Getty Council Chambers
Monday, January 3, 2022
5:30 PM

CITY OF WATERLOO
GOALS

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

GENERAL RULES FOR PUBLIC PARTICIPATION REGULAR SESSION AGENDA

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

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

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

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

RULES FOR PUBLIC COMMENT SECTION OF THE AGENDA

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

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

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

RULES FOR PUBLIC COMMENT DURING PUBLIC HEARINGS

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

RULES FOR PUBLIC COMMENT DURING AGENDA ITEMS

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

Roll Call.

Prayer or Moment of Silence

Pledge of Allegiance

Jerome Amos, Ward 4 Council Member

Agenda, as proposed or amended.

Minutes of December 20, 2021, Regular Session, as proposed.

Minutes of December 20, 2021, Work Session, as proposed.

PUBLIC COMMENTS

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

1. Consent Agenda:

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

A. Resolution to approve the following:

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

2. Resolution approving the request of Emily Thompson, for tax exemptions on the construction of a new single family home valued at $406,621 for property located at 1443

Audubon Drive, and located in the City Limits Urban Revitalization Area (CLURA).

Submitted By: Noel Anderson, Community Planning and Development Director

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

   Submitted By: Noel Anderson, Community Planning and Development Director

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

   Submitted By: Noel Anderson, Community Planning and Development Director

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

   Submitted By: Noel Anderson, Community Planning and Development Director

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

   Submitted By: Aric Schroeder, City Planner

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

   Submitted By: Aric Schroeder, City Planner

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

   Submitted By: Noel Anderson, Community Planing and Development Director

9. Resolution setting date of public hearing as January 18, 2022, to approve the request by Gray Transportation for a site plan amendment to the "M-2,P" Planned Industrial District, to allow for the expansion of their site at 2459 GT Drive, with an additional 116 foot by 80 foot truck maintenance facility, and instruct the City Clerk to publish notice.

   Submitted By: Noel Anderson, Community Planning and Development Director

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

    Submitted By: Noel Anderson, Community Planning and Development Director

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

   a. **Lieutenants Charles Donohue and Jonathan Kieler and Firefighter Jonathan Eastman**

      Class/Meeting: Smoke Diver hosted by the Mississippi State Fire Academy

      Destination: Jacksonville, MS

      Dates: February 20-25, 2022

      Amount not to exceed: $2,713.00

   b. **Tim Andera, Economic Development Specialist**

      Class/Meeting: Heartland Economic Development Course

Destination: Blue Springs, MO
Dates: April 26-29, 2022
Amount not to exceed: $1,745.00

2. **APPOINTMENTS**

a. **Mary Potter**
Board/Commission: Water Works Board
Expiration Date: January 12, 2028
Re-Appointment

b. **Tina Hummel**
Board/Commission: Community Development Board
Expiration Date: August 14, 2023
New Appointment

c. **Zach Hansen**
Board/Commission: Main Street Waterloo Redevelopment Authority
Expiration Date: December 31, 2022
Re-Appointment

d. **Samantha Meier**
Board/Commission: Main Street Waterloo Redevelopment Authority
Expiration Date: December 31, 2024
New Appointment

e. **Nicholas Hedrick**
Board/Commission: Main Street Waterloo Redevelopment Authority
Expiration Date: December 31, 2024
New Appointment

f. **Purvis Williams**
Board/Commission: Main Street Waterloo Redevelopment Authority
Expiration Date: December 31, 2024
New Appointment

g. **Brandon Alvarado**
Board/Commission: Main Street Waterloo Redevelopment Authority
Expiration Date: December 31, 2022
New Appointment

h. **Michael Huisman**
Board/Commission: Main Street Waterloo Redevelopment Authority
Expiration Date: December 31, 2022
New Appointment

i. **Brendon Wagner**
Board/Commission: Main Street Waterloo Redevelopment Board
Expiration Date: December 31, 2022
New Appointment

PUBLIC HEARINGS

2. **Request by 3 Stooges, LLC, for a site plan amendment to the "M-2,P" Planned Industrial District to allow for the construction of three (3) new commercial buildings on their site on Martin Road, located north of 2010 West Ridgeway Avenue.**

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a site plan amendment to the "M-2,P" Planned Industrial District to allow for the construction of three (3) new commercial buildings on their site on Martin Road, located north of 2010 West Ridgeway Avenue.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt the ordinance.

Submitted By: Noel Anderson, Community Planning and Development Director

RESOLUTIONS

3. Resolution approving the Experience Waterloo Board recommendation for funding in the Partner and Event Hotel/Motel Tax Grant funds for third and fourth quarters of FY 2022, in the amount of $38,000.

Submitted By: Tavis Hall, Executive Director of Waterloo Convention and Visitors Bureau

4. Resolution approving a Grant Agreement with Black Hawk Gaming, in the amount of $400,000, for the Cedar River Lighting Project, and authorizing the Mayor and City Clerk to execute said documents.

Submitted By: Noel Anderson, Community Planing and Development Director

5. Resolution approving a Temporary Construction Easement Agreement with Sandra L. Utsler, Angela C. Lund and Danielle Utsler-Stone, in the amount of $394.94, in conjunction with reconstruction of the 11th Street Bridge located at 181 West 11th Street, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

6. Resolution approving a Temporary Construction Easement Agreement with C and S Properties, LC, in the amount of $198.63, in conjunction with reconstruction of the 11th Street Bridge located at 185-189 West 11th Street, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

7. Resolution approving a Temporary Construction Easement Agreement with Howard Allen Investments, Inc., in the amount of $1,808.61, in conjunction with reconstruction of the Park Avenue Bridge located at the northwest corner the Park Avenue Bride and the Cedar River, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

8. Resolution approving a Temporary Construction Easement Agreement with U.S. Bank National Association, in the amount of $1,268.47, in conjunction with reconstruction of the Park Avenue Bridge located at the northwest corner the Park Avenue Bridge and the Cedar River, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

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

Submitted By: Aric Schroeder, City Planner

10. Resolution approving a Professional Services Agreement with Strand Associates of Madison, Wisconsin, in an amount not to exceed $20,000, in conjunction with engineering services for the Wastewater Treatment Plant and Collection Systems Operations Project, and authorizing the Mayor to execute said document.

Submitted By: Brian Bowman, Treatment Operations Supervisor

11. Resolution approving a request by the City of Waterloo for the Final Plat of Borwig Addition, a 6-lot residential subdivision located south of 203 Fairfield Street.

Submitted By: Noel Anderson, Community Planning and Development Director

12. Resolution approving construction plans for the Schoitz Addition Private Sanitary Sewer Extension Project, as submitted by Crawford Engineering & Surveying, Inc., of Independence, Iowa, and a Sewage Treatment Agreement, DNR Form 29 (Nov 00) with the Department of Natural Resources, and final acceptance of construction plans, subject to the review and acceptance by the Department of Natural Resources, and authorizing the Mayor to execute said documents.

Submitted By: Dennis Gentz, PE, Assistant City Engineer

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

Submitted By: Noel Anderson, Community Planing and Development Director

14. Resolution appointing UMB Bank. N.A. of Kansas City, Missouri, to serve as Paying Agent, Bond Registrar, and Transfer Agent and approving the Paying Agent, Bond Registrar and Transfer Agent Agreement in conjunction with the $14,075,000 Taxable General Obligation Bonds, Series 2022A, and authorizing the Mayor and City Clerk to execute said documents.

Submitted By: Michelle Weidner, Chief Financial Officer

15. Resolution authorizing and providing for the issuance and levying a tax to pay the Bonds and Approval of the Continuing Disclosure Certificate, in conjunction with the $14,075,000 General Obligation Bonds, Taxable Series 2022A, and authorizing the Mayor and City Clerk to execute said documents.

Submitted By: Michelle Weidner, Chief Financial Officer

EXECUTIVE SESSION

Motion to adjourn to Executive Session

16. Executive Session on the purchase of real estate pursuant to Iowa Code Section 21.5(1)(j).

Motion to adjourn Executive Session

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

MEETINGS

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

5:25 p.m. Special Session, Harold E. Getty Council Chambers

PUBLIC INFORMATION

1. Leisure Services Commission Meeting minutes of November 9, 2021.
2. Airport Board Meeting minutes of November 17, 2021.
3. Board of Adjustment minutes of October 26, 2021.
4. Complete Streets minutes of October 26, 2021.

CITY OF WATERLOO

Council Communication

Minutes of December 20, 2021, Regular Session, as proposed.

City Council Meeting: 1/3/2022
Prepared:

ATTACHMENTS:

	Description	Type
🗋	Regular Session Minutes of 12/20/2021	Backup Material

Submitted by: Submitted By:

December 20, 2021

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 20, 2021. Mayor Quentin Hart in the Chair. Roll Call: Boesen, Amos, Morrissey, Klein, Feuss, Grieder and Juon.

Prayer or Moment of Silence.

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

160774 - Juon/Grieder

that the Agenda, as amended, by removing Item 1.B.6, to be considered after the consent agenda, to correct the address in item 1.A.9 to read 2010 West Ridgeway Avenue, and to remove Resolution Item No. 9 from the agenda, for the Regular Session on Monday, December 20, 2021, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

160775 - Juon/Grieder

that the Minutes, as proposed, for the Special Session on Wednesday, December 1, 2021, Regular Session on Monday, December 6, 2021, and Special Session on Thursday, December 9,2021, be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

Mayor Hart thanked councilpersons Morrissey, Klein and Juon for their dedication and years of service to the City of Waterloo.

PUBLIC COMMENTS

Lynn Moller, did not provide an address, shared that during the last year the Waterloo Police Department and its retirees, have endured quite a bit of hurtful and demeaning treatment through the actions of certain members of council. He shared that he believes Mrs. Klein truly understands and supports the Waterloo Police Department and thanked her for her service.

Dwayne Eilers, 1205 ½ Bishop, shared that the city cited all 10 of his properties for not being properly zoned for how he is using them. He shared that he owns two mechanic shops and that he has been continually harassed by the city to remove items from his property that are a part of his business. He explained that other properties in his area have a lot of junk and they are not being harassed.

Nia Wilder, 129 University Avenue, thanked the outgoing council members for their service. She thanked the council for what they are doing to remove the griffin. She shared that she did not feel comfortable having the griffin and thanked council for listening to all of those who also shared that they were uncomfortable with it.

Forest Dillavou, 1725 Huntington Road, thanked Mrs. Klein for serving all of Waterloo. He stated that she is very responsive to her constituents, where other council members have not been. He commented that this last election cycle was the worst he has seen in all his years living in Waterloo and that he hopes his new Ward 1 Councilperson can represent him half as good as Mrs. Klein has. He thanked all of council for their service.

Jessica Young, 316 W. 3rd Street, thanked Mr. Morrissey for his service to the community.

Todd Obadal, 124 Amity Drive, commented on the special session held Thursday, December 9, 2021, specifically on the point that Mrs. Klein made false statements regarding the dumping of raw sewage into the river. He stated that he had submitted a records request to the city to produce documentation to substantiate that her claim was false, but has not heard back. He listed a number of ways that raw sewage is introduced into the river. He commented that due diligence has not been done to warrant the censure of Ms. Klein.

Mr. Feuss shared that recently an individual active in the community took their own life. He shared that there is help for people contemplating suicide and shared resources that people can turn to.

Mr. Boesen questioned when the labor contracts would come back to council for approval. He questioned if revised employee handbooks would be presented to council and what the status is of the project. He asked if future construction projects on city buildings could be spec'd to take place

afterhours or second shift to minimize the amount of disruption for city staff and anyone coming to those departments to work with them. He questioned when a study on 5th and 6th streets will be coming to council. He shared that Fletcher Avenue is now open.

Noel Anderson, Community Planning and Development Director, explained that the 5th and 6th Street project is coming to a work session in January.

Mr. Morrissey commented on the need of the city to invest money in a warming center for the homeless.

Mrs. Juon shared that she attended the police department's training session along with Mr. Boesen and Mr. Feuss on racial equity. She appreciated the employee's openness and willingness to share and listen to information. She shared that she is very proud of the accomplishments the council has achieved over the last four years. She thanked Forest Dillavou and David Dryer for always being respectful even though they do not see eye to eye and for coming to all of the meetings. She wished everyone a Merry Christmas.

Mrs. Klein thanked David Dryer and Forest Dillavou for their involvement in city business.

160776 - Juon/Grieder

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

CONSENT AGENDA

160777 - Juon/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 13, 2021, in the amount of $2,428,571.75 and December 20, 2021, in the amount of $4,127,300.54, 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. 2021-784.

2. Resolution approving request of Ajka Saric for a waiver for a concrete driveway, located at 1004 Black Hawk Road, with the elimination of the sidewalk section due to inability to meet grade requirements.

   Resolution adopted and upon approval by Mayor assigned No. 2021-785.

3. Resolution approving request of Dr. Jane Lindaman, on behalf of Waterloo Community Schools, for a waiver to construct a heated public sidewalk at 1707 Williston Avenue, Lowell Elementary School.

   Resolution adopted and upon approval by Mayor assigned No. 2021-786.

4. Resolution approving Completion of Project and Recommendation of Acceptance of Work, for work performed by Woodruff Construction, LLC, of Waterloo, Iowa, at a total cost of $305,341, in conjunction with the Five Sullivan Brothers Convention Center Skywalk Improvements Project, and authorizing the Mayor to execute said document.

   Resolution adopted and upon approval by Mayor assigned No. 2021-787.

5. Motion approving Final Quantity Summary for Lodge Construction, Inc., for a net decrease of $4,973.92, in conjunction with the FY 2020 Courtland, Jefferson, and Mulberry Streets Reconstruction Program, Contract No. 1015, and authorizing the Mayor and City Clerk to execute said document.

6. Resolution approving Completion of Project and Recommendation of Acceptance of Work, for work performed by Lodge Construction of Clarksville, Iowa, in the amount of $2,477,213.49, in conjunction with the FY 2020 Courtland, Jefferson, and Mulberry Streets Reconstruction Program, Contract No. 1015, and receive and file a two-year maintenance bond.

   Resolution adopted and upon approval by Mayor assigned No. 2021-788.

7. Motion approving Final Quantity Summary for Tricon Construction Group, for a net decrease of $170,662.50, in conjunction with the FY 2020 Virden Creek Levee Improvements Project, Contract No. 947, and authorizing the Mayor and City Clerk to execute said document.

8. Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Tricon Construction Group, of Dubuque, Iowa, in the amount of $3,725,240.41, in conjunction with the FY 2020 Virden Creek Levee Improvements, Contract No. 947, and receive and file a two-year maintenance bond.

   Resolution adopted and upon approval by Mayor assigned No. 2021-789.

9. Resolution setting date of public hearing as January 3, 2022, to approve the request by 3 Stooges, LLC, for a site plan amendment to the "M-2,P" Planned Industrial District, to allow for the construction of three new commercial buildings on their site on Martin Road, located north of 2010 West Ridgeway Avenue, and instruct the City Clerk to publish notice.

   Resolution adopted and upon approval by Mayor assigned No. 2021-790.

10. Resolution approving cancellation of assessment for property located at 110 St. Croix Drive, in the amount of $94.17 and authorizing the City Clerk to notify Black Hawk County Treasurer of said cancellation.

    Resolution adopted and upon approval by Mayor assigned No. 2021-791.

b. Motion to approve the following:

1.

Travel Requests				
Name & Title of Personnel	Class/Meeting	Destination	Date(s)	Amount not to Exceed
a. Bob Ball, Chief Building Inspector	2022 Building Code Refresher	Madison, WI	February 27 – March 2, 2022	$1,260.00
b. Sgt. Hoelscher	Bomb Robot pick up and training	Clinton, TN	October 18-21, 2021	$1,335.00
c. Greg Ahlhelm, Building Official; Jeff Siebel, Property Inspector; Jennifer Spark, Permit Writer	Significant Changes 2021 Building Codes	Des Moines, IA	January 11-14, 2022	$2,615.43
d. Officer Katelyn Hanson	Basic Officer Certification (ILEA)	Johnston, IA	January 4 - April 22, 2022	$9,984.00
e. Taylor Mork, GM II and Logan Bemus, PMII	OSHA Forklift Operator Training	1101 Campbell Ave, Waterloo, IA	December 2021 or January 2022 date to be determined	$500.00

2.

Approved Beer, Liquor, and Wine Applications				
Name & Address of Business	Class	New or Renewal	Expiration Date	Includes Sunday

a.	The American Legion, 728 Commercial Street *Ownership Update*	C Liquor w/Outdoor Service	New	6/14/2022	x
b.	Brown Derby Ballroom, 618 Sycamore Street	C Liquor	Renewal	9/30/2022	x
c.	Carlos O'Kelly's Mexican Cafe, 2060 Sovia Drive	C Liquor w/Outdoor Service and Catering	Renewal	12/30/2022	x
d.	Dollar General #20584, 1650 Idaho Street	B Wine / C Beer	Renewal	10/25/2022	x
e.	Golf Headquarters, 1850 W. Ridgeway Avenue, Suite 1	B Beer	Renewal	12/30/2022	x
f.	The Isle Casino Hotel Waterloo, 777 Isle of Capri Boulevard *Ownership Update*	B Liquor / B Wine w/Outdoor Service	New	4/30/2022	x
g.	Karma Bar, 309 W. 4th Street	C Liquor w/Outdoor Service	Renewal	10/14/2022	x
h.	Kings and Queens Club, 304 W. 4th Street	C Liquor w/Outdoor Service	Renewal	11/15/2022	x
i.	Target, 1501 E. San Marnan Drive	E Liquor	Renewal	6/27/2022	x

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

Appointee	Board/Commission	Expiration Date	New or Re-Appointment
Warren McCaw	Memorial Hall Commission	December 31, 2023	Re-Appointment
Angela Hickok	Memorial Hall Commission	December 31, 2024	Re-Appointment

4. Motion to approve Tobacco License for Family Dollar #32879, located at 1608 University Avenue.

5. Motion to approve Change Order No. 5 for Vieth Construction Corporation, of Cedar Falls, Iowa, for a net increase of $70,561, in conjunction with the FY 2021 Highway 63 Enhancements from Washington Street to Parker Street, Contract No. 1029, and authorizing the Mayor and City Clerk to execute said document.

6. ~~Motion to approve Change Order No. 7 with Peterson Contractors, Inc., of Reinbeck, Iowa, for a net increase of $83,008.33, in conjunction with the FY 2021 Shaulis Road Reconstruction - Hess Road to Hwy 218 Project, Contract No. 1020, and authorizing the Mayor and City Clerk to execute said document~~.

7. Motion to approve an Iowa Opioid Allocation Memorandum of Understanding, and authorizing the Mayor and City Clerk to execute said document.

8. Motion to approve the Subdivision Distributor Settlement Participation form, relating to opioid settlement, and authorizing the Mayor and City Clerk to execute said document.

9. Motion to approve the Subdivision Janssen Settlement Participation form, relating to opioid settlement, and authorizing the Mayor and City Clerk to execute said document.

10. Motion to approve Change Order No. 25 with Cardinal Construction, Inc., of Waterloo, Iowa, for a net increase of $3,021, in conjunction with the Five Sullivan Brothers Convention Center Addition and Renovation Project, and authorizing the Mayor to execute said document.

11. Motion to approve Change Order No. 26 with Cardinal Construction, Inc., of Waterloo, Iowa, for a net increase of $6,608, in conjunction with the Five Sullivan Brothers Convention Center Addition and Renovation Project, and authorizing the Mayor to execute said document.

12. Bonds.

Roll call vote-Ayes: Six. Motion carried.

160778 - Boesen/Feuss

1.B.6. Motion to approve Change Order No. 7 with Peterson Contractors, Inc., of Reinbeck, Iowa, for a net increase of $83,008.33, in conjunction with the FY 2021 Shaulis Road Reconstruction - Hess Road to Hwy 218 Project, Contract No. 1020, and authorizing the Mayor and City Clerk to execute said document. Roll call vote-Ayes: Seven. Motion carried.

Mr. Boesen questioned the addition of three temporary stop signs and why the Traffic Department did not complete the installation.

Jamie Knutson, City Engineer, explained that the stop signs were part of the project bid items and currently part of the contract.

Dave Boesen requested clarification on the traffic control mobilization.

Jamie Knutson provided clarification.

PUBLIC HEARINGS

160779 - Morrissey/Amos

that proof of publication of notice of public hearing on a request by Viola Sailor, Glen Moore, and Merville Howard to vacate and leave in place 274 linear feet of sidewalk, located on the south side of Gable Street west of Ankeny Street, as published in the Waterloo Courier on December 10, 2021. be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

Merv Howard, 74 Gable, shared that people drive on the sidewalk because the sidewalk and the street are on the same level without anything separating the two.

160780 - Morrissey/Amos

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

160781 - Morrissey/Amos

that “an ordinance approving a request by Viola Sailor, Glen Moore, and Merville Howard to vacate and leave in place 274 linear feet of sidewalk, located on the south side of Gable Street west of Ankeny Street, and authorizing the Mayor and City Clerk to execute said documents”, be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

160782 - Morrissey/Amos

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

160783 - Morrissey/Amos

that “an ordinance approving a request by Viola Sailor, Glen Moore, and Merville Howard to vacate and leave in place 274 linear feet of sidewalk, located on the south side of Gable Street west of Ankeny Street, and authorizing the Mayor and City Clerk to execute said documents”, 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. 5625.

160784 - Amos/Grieder

that proof of publication of notice of public hearing on a request by Terry Gibbs, d/b/a B&G Builders, to rezone 0.749 acres from "R-2" One and Two-Family Residence District to "M-1" Light Industrial District located adjacent to 517 Rhey Street, as published in the Waterloo Courier on December 10, 2021, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

Terry Gibbs, 1900 Westchester Road, shared that he owns 10 parcels, half of which are light commercial and the other residential. He has been paying taxes on the residential property as if they were commercial and requested that all the properties be combined under one parcel, which would require some to be changed from residential to commercial.

160785 - Amos/Grieder

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

160786 - Amos/Grieder

that "an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving request by Terry Gibbs d/b/a B&G Builders, to rezone 0.749 acres from "R-2" One and Two-Family Residence District to "M-1" Light Industrial District, located adjacent to 517 Rhey Street", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

160787 - Amos/Grieder

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

160788 - Amos/Grieder

that "an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving request by Terry Gibbs d/b/a B&G Builders, to rezone 0.749 acres from "R-2" One and Two-Family Residence District to "M-1" Light Industrial District, located adjacent to 517 Rhey Street", 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. 5626.

160789 - Morrissey/Amos

that proof of publication of notice of public hearing on the sale and conveyance of City property and grant of a permanent easement located south of 804 Logan Avenue, in the amount of $1.00, to the State of Iowa, as published in the Waterloo Courier on December 10, 2021, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

160790 - Morrissey/Amos

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

160791 - Morrissey/Amos

that "Resolution authorizing the sale and conveyance of City property and grant of a permanent easement located south of 804 Logan Avenue to the State of Iowa in the amount of $1.00, 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. 2021-792.

160792 - Morrissey/Amos

that "Resolution approving a Purchase Agreement with the Iowa Department of Transportation, acting for the State of Iowa, for a portion of vacated Webster Street, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2021-793.

160793 - Grieder/Feuss

that proof of publication of notice of public hearing on FY 2021 Cedar River Marina and Recreational Enhancements (TAP-U-8155(768)--8I-07), Contract 1011, as published in the Waterloo Courier on December 10, 2021, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

David Dryer, 3145 W. 4th Street, questioned what amount of money the city will have involved in this and where the plans can be found.

Noel Anderson, Community Planning and Development Director, explained that the development agreement for the Marriott Hotel included building a marina. The City of Waterloo has $549,000 in federal enhancement dollars that would be utilized to help fund the project and the city would need to match those funds with an 80/20 match. Vandewall and Associates is designing the project and AECOM Engineering prepared the plans.

Mr. Boesen questioned when council will see the information.

Jamie Knutson, City Engineer, shared that the letting process is through the DOT and the plans are currently online.

Mayor asked that all of the council receive copies of the plans.

160794 - Grieder/Feuss

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

160795 - Feuss/Grieder

that proof of publication of notice of public hearing on an ordinance dividing the City of Waterloo into Wards and Precincts and repealing Ordinance No. 5066, as published in the Waterloo Courier on December 10, 2021, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

Todd Obadal, 124 Amity Drive, commented on the shifting population in Waterloo. He stated that with computers and technology the differences in population between wards could be much more equitable. He asked that the proposal be redone.

160796 - Feuss/Grieder

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

160797 - Feuss/Grieder

that "an ordinance dividing the City of Waterloo into Wards and Precincts, and repealing Ordinance No. 5066", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

Aric Schroeder, City Planner, provided an overview of the re-precincting process and noted that the city is under a tight deadline to comply with the state requirements.

Mrs. Juon asked for clarification on the comments made by Mr. Obadal.

Aric Schroeder explained that the code requires that the population based on the census data, be divided equally as much as possible between the wards.

160798 - Feuss/Grieder

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

160799 - Feuss/Grieder

that "an ordinance dividing the City of Waterloo into Wards and Precincts, and repealing Ordinance No. 5066", 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. 5627.

RESOLUTIONS

160800 - Morrissey/Amos

that "Resolution adopting the City of Waterloo 2021 Housing Needs Assessment, and authorizing the Mayor and City Clerk to execute any said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Brian Schone, INRCOG, provided an overview of the item and added that they have integrated the 2020 census information in this plan.

Mr. Grieder commented on the importance of this issue and noted that 40 percent of Waterloo renters are housing burdened. He stated that he and all of council will be working hard on this issue in 2022 because housing in fundamental to who we are and everyone should be able to afford a home.

Mr. Boesen questioned if the statistics are current.

Brian Schone explained that the assessment included the most current information available to them. He noted that with the 2020 census coming out the information would be more accurate and council will be updated as it becomes available.

Resolution adopted and upon approval by Mayor assigned No. 2021-794.

160801 - Morrissey/Amos

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

Mr. Boesen commented that the final plat on the Borwig Addition shows a sidewalk. He questioned if sidewalk is required when a new development is planned.

Noel Anderson, Community Planning and Development Director, confirmed.

Mr. Morrissey thanked the staff for meeting with Gary and Aaron Stephens for sitting down with him to address his concerns.

Resolution adopted and upon approval by Mayor assigned No. 2021-795.

#-_____/_____

~~that "Resolution approving the request by the City of Waterloo to rename Hess Road to La Porte Road, between Shaulis Road and Grimm Street", be adopted. Roll call vote-Ayes: _____. Motion carried.~~

~~Resolution adopted and upon approval by Mayor assigned No. 2021-~~

160802 - Morrissey/Amos

that "Resolution approving a Right of Entry with Justin Schmitz for earth moving and survey activities on the west 150 feet of Lot 3, Waterloo Air and Rail Park First Addition, and authorizing the Mayor and City and Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2021-796.

160803 - Klein/Feuss

that "Resolution approving a Performance Agreement with the Iowa Department of Natural Resources, in conjunction with the FY 2020 Westdale Bioswale Project, Contract No. 997, 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. 2021-797.

160804 - Klein/Feuss

that "Resolution approving a Professional Services Agreement with AECOM Technical Services, Inc., for engineering, project design and construction management services, in conjunction with the FY-2022 Hangar No. 4 Improvement Projects at the Waterloo Regional Airport, in an amount not to exceed $37,500, and authorizing the Mayor to execute said documents", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2021-798.

160805 - Klein/Feuss

that "Resolution approving a Professional Services Agreement with AECOM Technical Services, Inc., for design of miscellaneous and priority projects at the Waterloo Regional Airport, using FAA Grant No. 48, CARES Act Funds, in an amount not to exceed $199,500, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2021-799.

160806 - Grieder/Feuss

that "Resolution approving a Temporary Construction Easement Agreement with American Pattern, Storage, LLC, in the amount of $100, in conjunction with reconstruction of the 11th Street Bridge located at 116 East 11th Street, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2021-800.

160807 - Grieder/Feuss

that "Resolution approving a Professional Services Agreement with ProWest and Associates, of Walker, Minnesota, in the amount of $11,295.75, in conjunction with programming in ArcGis for the digital sidewalk solution for the Engineering Department, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2021-801.

160808 - Grieder/Feuss

that "Resolution to terminate the Video Wall System Contract with RC Systems of Waterloo, Iowa, originally approved July 6, 2021, under Section 26 of the Conditions of Contract "Termination for Convenience" and accepting nine (9) monitors in the amount of $23,558.85", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2021-802.

160809 - Feuss/Amos

that "Resolution approving a Video Wall System Contract with Tierney Brothers, LLC of St Paul, Minnesota in conjunction with the Traffic Control Room Project Iowa DOT grant project number STP-U-8155(755)--70-07, in the amount of $70,414, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Mr. Boesen commented that the contract attachment

Resolution adopted and upon approval by Mayor assigned No. 2021-803.

160810 - Feuss/Amos

that "Resolution approving a Professional Services Agreement with Ritland+Kuiper of Waterloo, Iowa, in an amount not to exceed $151,950, in conjunction with landscape architecture services for the Waterloo River Lighting Project, and authorizing the mayor to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2021-804.

ORDINANCES

160811 - Amos/Morrissey

that "an ordinance amending the City of Waterloo Code of Ordinances, by repealing Title 9, Chapter 2, Section 2, Codes Adopted, Subsection A, and enacting in lieu thereof a new Title 9, Chapter 2, Section 2, Codes Adopted, Subsection A, and repealing Title 9, Chapter 2, Section 8, Amendments, and enacting in lieu thereof a new Title 9, Chapter 2, Section 8 Amendments", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

160812 - Amos/Morrissey

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

160813 - Amos/Morrissey

that "an ordinance amending the City of Waterloo Code of Ordinances, by repealing Title 9, Chapter 2, Section 2, Codes Adopted, Subsection A, and enacting in lieu thereof a new Title 9, Chapter 2, Section 2, Codes Adopted, Subsection A, and repealing Title 9, Chapter 2, Section 8, Amendments, and enacting in lieu thereof a new Title 9, Chapter 2, Section 8 Amendments", 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. 5628.

160814 - Feuss/Grieder

that "an ordinance amending the 2015 Code of Ordinances of the City of Waterloo, Iowa, to adopt the 2021 International Building Code, the 2021 International Residential Code, and the 2021 International Existing Building Code by repealing and amending Title 9 Building Regulations, Chapter 1 Building Code, Section 1 Building Codes Adopted and Section 2 Amendments to the Building Codes, in their entirety, and enacting in lieu thereof new Chapter 1, Building Code, Sections 1 and 2", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

160815 - Feuss/Grieder

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

160816 - Feuss/Grieder

that "an ordinance amending the 2015 Code of Ordinances of the City of Waterloo, Iowa, to adopt the 2021 International Building Code, the 2021 International Residential Code, and the 2021 International Existing Building Code by repealing and amending Title 9 Building Regulations, Chapter 1 Building Code, Section 1 Building Codes Adopted and Section 2 Amendments to the Building Codes, in their entirety, and enacting in lieu thereof new Chapter 1, Building Code, Sections 1 and 2", 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. 5629.

ADJOURNMENT

160817 - Morrissey/Klein

that the Council adjourn at 7:02 p.m. Voice vote-Ayes: Seven. Motion carried.

_____
Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Minutes of December 20, 2021, Work Session, as proposed.

City Council Meeting: 1/3/2022
Prepared:

ATTACHMENTS:

	Description	Type
🗋	Work Session Minutes of 12/20/2021	Backup Material

Submitted by: Submitted By:

COUNCIL WORK SESSION
December 20, 2021
4:00 p.m.
Harold E. Getty Council Chambers

Members present: Boesen, Amos, Morrissey, Klein, Grieder, and Juon. Absent: Feuss

160762 - Grieder/Amos

that the Agenda, as proposed, be approved. Voice-vote Ayes: Six. Motion carried.

160763 - Grieder/Amos

that the Minutes, as proposed, for the Regular Session on Monday, December 6, 2021, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Six. Motion carried.

Objective: Operations update from the City Clerk's Office.

Kelley Felchle, City Clerk, provided an overview of City Clerk's Office operations.

Council members discussed City Clerk's Office operations with Mrs. Felchle.

Objective: Operations update from Community Planning and Development Department.

Noel Anderson, Community Planning and Development Director, provided an overview of City Community Planning and Development Department.

Council members discussed Community Planning and Development Department operations with Mr. Anderson.

Objective: Operations update from Animal Control and Traffic Departments.

Sandie Greco, Traffic Superintendent, provided an overview of Traffic Department operations.

Council members discussed Traffic Department operations with Mrs. Greco.

Sandie Greco, Animal Control, provided an overview of Animal Control operations.

Council members discussed Animal Control operations with Mrs. Greco.

160764 - Jerome/Grieder

that the meeting be adjourned at 5:04 p.m. Voice-vote Ayes: Six. Motion carried.

_____
Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 1/3/2022
Prepared: 12/13/2021

ATTACHMENTS:

Description	Type
CLURA 1443 Audubon Drive Form	Backup Material
CLURA 1443 Audubon Drive Map	Backup Material

SUBJECT:	Resolution approving the request of Emily Thompson, for tax exemptions on the construction of a new single family home valued at $406,621 for property located at 1443 Audubon Drive, and located in the City Limits Urban Revitalization Area (CLURA).
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
Alternative:	N/A
Legal Descriptions:	Audubon Heights 6th Addition Lot 58

RECEIVED
NOV 5 2021

CITY LIMITS URBAN REVITALIZATION APPLICATION

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

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

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

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

NAME: Emily Thompson **SIGNATURE:** [signature]

ADDRESS: 1443 Audubon Dr Waterloo, IA 50701

TELEPHONE: 8134773743 **DATE:** 11/5/21

A. What is the *Address* of the property being improved? 1443 Audubon Dr

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

Lot 58 Audubon Heights 6th Addition

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

Single family new construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 21-0189 Date permit was issued: 3/19/21 Total permit(s) valuation: $203,375

D. What was the cost of the new construction? $406,621

E. Estimated or actual date of completion of this new construction? 11/5/21

CITY OF WATERLOO

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

BLACK HAWK COUNTY ASSESSOR

_____ APPROVED DATED: _____

_____ DENIED

_____
Tami McFarland
Black Hawk County Assessor

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

GOLDCREST CT
CRABAPPLE LN
QUBON DR
WAXWING WAY
PARTRIDGE LN

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 1/3/2022
Prepared: 12/13/2021

ATTACHMENTS:

Description	Type
CLURA 1620 Blue Wing Drive Map	Backup Material
CLURA 1620 Blue Wing Drive Form	Backup Material

SUBJECT:	Resolution approving the request of Jason and Emily Dougherty, for tax exemptions on the construction of a new single family home valued at $370,000 for property located at 1620 Blue Wing Drive, and located in the City Limits Urban Revitalization Area (CLURA).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Audubon Hills First Addition Lot 7

KESTREL CIR
BLUE WING DR
DAKOTA DR

Seth.thyberger@waterloo-ia.org.

For Office Use Only
Date Received: 11/19/21
Received by: SFH
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

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

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

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

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

NAME: Jason + Emily Dougherty **SIGNATURE:** Emily Dougherty (X)
ADDRESS: 1620 Blue Wing Dr **EMAIL:** dougherty.emily@gmail.com (X)
TELEPHONE: 319-290-4188 **DATE:** 11/18/21 (X)

A. What is the *Address* of the property being improved? 1620 Blue Wing Dr. Waterloo

What is the *Legal Description* of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)
Audubon Hills First addition Lot 7
Parcel ID - 8813081790 10

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: 2018-6567 Date permit was issued: June 7, 2018 Total permit(s) valuation: $188,955

D. What was the cost of the new construction? $ 370,000

E. Estimated or actual date of completion of this new construction? 2-8-2019

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

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 1/3/2022
Prepared: 12/13/2021

ATTACHMENTS:

Description	Type
CLURA 1461 Audubon Drive Form	Backup Material
CLURA 1461 Audubon Drive Map	Backup Material

SUBJECT:	Resolution approving the request of Choyo Wilson-Daniel, for tax exemptions on the construction of a new single family home valued at $407,631 for property located at 1461 Audubon Drive, and located in the City Limits Urban Revitalization Area (CLURA).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Audubon Heights 6th Addition Lot 56

CITY LIMITS URBAN REVITALIZATION APPLICATION

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

RECEIVED
NOV 29 2021
PM

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

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

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

NAME: Chayo Wilson-Daniel **SIGNATURE:** C

ADDRESS: 1641 Audubon Dr

TELEPHONE: 770-355-8711 **DATE:** 11/29/21

A. What is the *Address* of the property being improved? 1461 Audubon Dr.

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

Audubon Heights 6th Addition Lot # 56

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

Single Family New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 2021-8176 Date permit was issued: 5/28/21 Total permit(s) valuation: 282,500

D. What was the cost of the new construction? 407,631

E. Estimated or actual date of completion of this new construction? 11/29/21

CITY OF WATERLOO

____ APPROVED DATED: _____ RESOLUTION NO: _____

____ DENIED

BLACK HAWK COUNTY ASSESSOR

____ APPROVED DATED: _____

____ DENIED

Tami McFarland
Black Hawk County Assessor

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

FALCON RG
CRABAPPLE LN
AUDUBON DR
WAXWING WAY

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 1/3/2022
Prepared: 12/13/2021

ATTACHMENTS:

Description	Type
CLURA 3350 Lincolnshire Road Form	Backup Material
CLURA 3350 Lincolnshire Road Map	Backup Material

SUBJECT:	Resolution approving the request of Nenud Dostunic, for tax exemptions on the construction of a new single family home valued at $323,756 for property located at 3350 Lincolnshire Road, and located in the City Limits Urban Revitalization Area (CLURA).
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:	Lincolnshire Addition Lot 7

SEH 12/10/21

CITY LIMITS URBAN REVITALIZATION APPLICATION

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

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

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

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

NAME: Nenad Dostanic **SIGNATURE:** [signature]

ADDRESS: 3350 Lincolnshire Rd. Waterloo IA 50701

TELEPHONE: 319-230-8567 **DATE:** 12/9/2021

A. What is the *Address* of the property being improved? 3350 Lincolnshire Rd

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

Lot 7 Lincolnshire Addition

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

Single family new construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 21-8499 Date permit was issued: 6/7/21 Total permit(s) valuation: $184,500

D. What was the cost of the new construction? $323,756

E. Estimated or actual date of completion of this new construction? 11/5/21

CITY OF WATERLOO

____ APPROVED DATED: _____ RESOLUTION NO: _____

____ DENIED

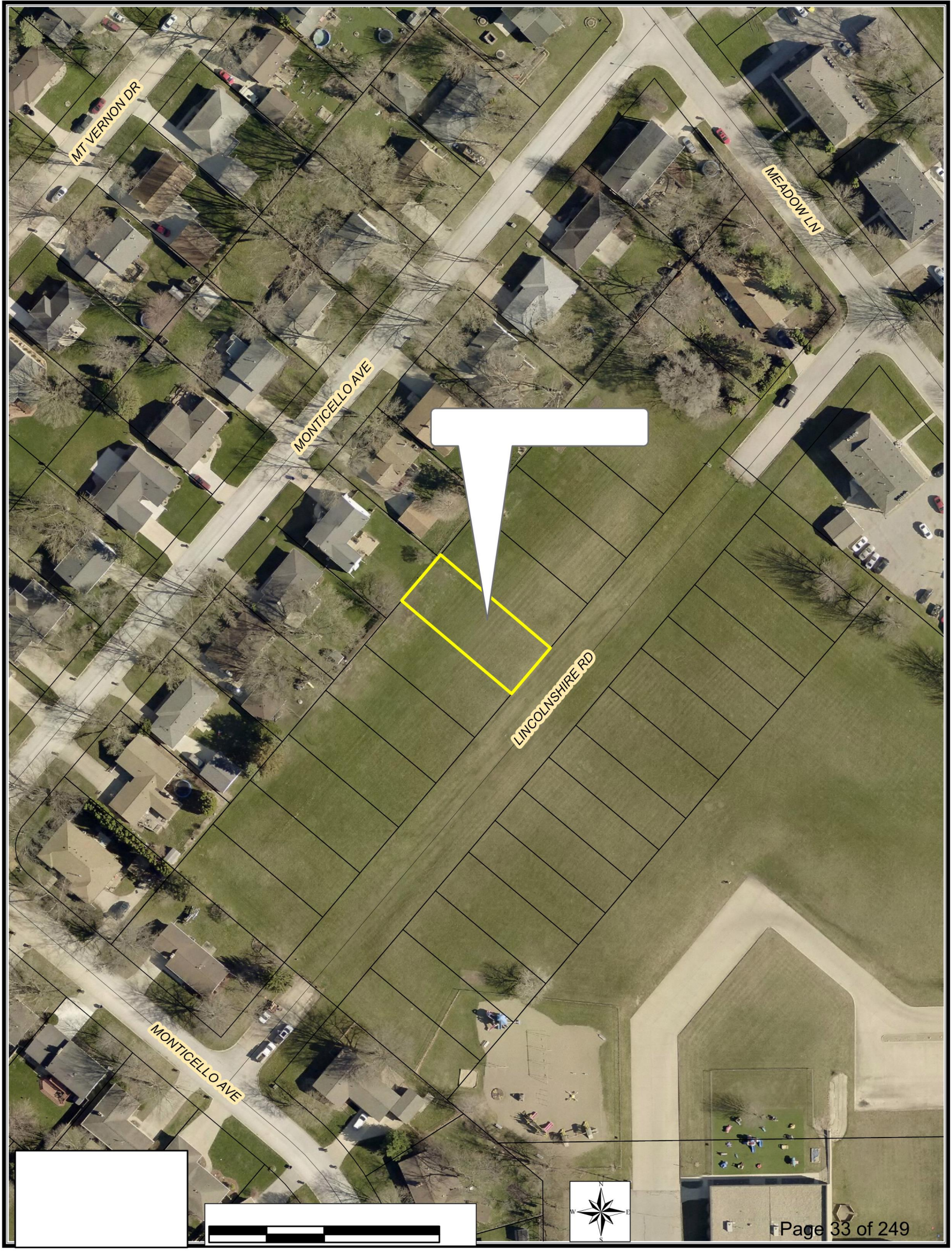
BLACK HAWK COUNTY ASSESSOR

____ APPROVED DATED: _____

____ DENIED

Tami McFarland
Black Hawk County Assessor

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


MT VERNON DR
MEADOW LN
MONTICELLO AVE
LINCOLNSHIRE RD
MONTICELLO AVE
N
W
E
S

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 1/3/2022
Prepared: 12/7/2021

ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT:	Resolution approving the request by the City of Waterloo to rename Hess Road to La Porte Road, between Shaulis Road and Grimm Street.
Submitted by:	Submitted By: Aric Schroeder, City Planner
Recommended Action:	Approval.
Summary Statement:	The applicant is requesting to rename a portion of Hess Road located between Shaulis Road and Grimm Street to La Porte Road. The request would not appear to have a negative impact on the surrounding neighborhood. The request would not appear to have a negative impact upon pedestrian or traffic conditions. There are no sidewalks in the area, there is a trail planned for La Porte Road when the road is reconstructed. The surrounding land use is commercial. The property in question is zoned “S-1” Shopping Center District and has been zoned as such the adoption of the zoning ordinance in 1969, “R-3” Multiple Residence District having been rezoned by Ordinance 3105 on October 6, 1980, and “C-P” Planned Commercial District having been rezoned from “A-1” Agricultural District on October 25, 2004, by Ordinance 4739 on October 25, 2004, and on September 13, 2010, by Ordinance 5009. Surrounding land uses and their zoning is as follows: East – Vacant land, US Highway 218, Isle of Capri Casino, and Lost Island Water Park zoned “A-1” Agricultural District and “C-P” Planned Commercial District. West – Commercial, Residential, and the KOA Campground zoned “C-P” Planned Commercial District. North – Commercial zoned “S-1” Shopping Center District and “M-1” Light Manufacturing District. South – Residential, South Hills Golf Course and Agricultural zoned “A-1” Agricultural District and “R-1” One and Two-Family Residence District. This request would not require any additional buffers and screening.
Neighborhood Impact:	The area is made up of KOA Campground which was constructed in 2011 and commercial buildings built-in 1978. The South Hills Golf Course is located just to the west of the intersection of

Shaulis Road and Hess Road.
The Future Land Use Map designates this area as Commercial; Mixed Commercial: Medium to High-Density Residential, Professional Office, Neighborhood Commercial and Mixed Residential: Low, Medium, High-Density Residential; Professional Offices and the proposed request would be in conformance with the Future Land Use Map and Comprehensive Plan for this area, and this area is located within the Primary Growth Area.
The applicant is requesting to rename Hess Road to La Porte Road between Shaulis Road and Grimm Street in order to reduce confusion for motorists caused by the existing change in street name along the curve in the road. La Porte Road was the original route of US Highway 218 but was severed when US Highway 218 was grade-separated and was connected with Hess Road. There is one residence located along the stretch and one commercial use, which are both connected to the KOA Campground which is fully supportive of the name change.
Therefore, staff recommends that the street naming be approved for the following reason(s):
1. The primary impacted uses along the stretch are in full support of the name change.
2. The name change will reduce confusion for motorists.

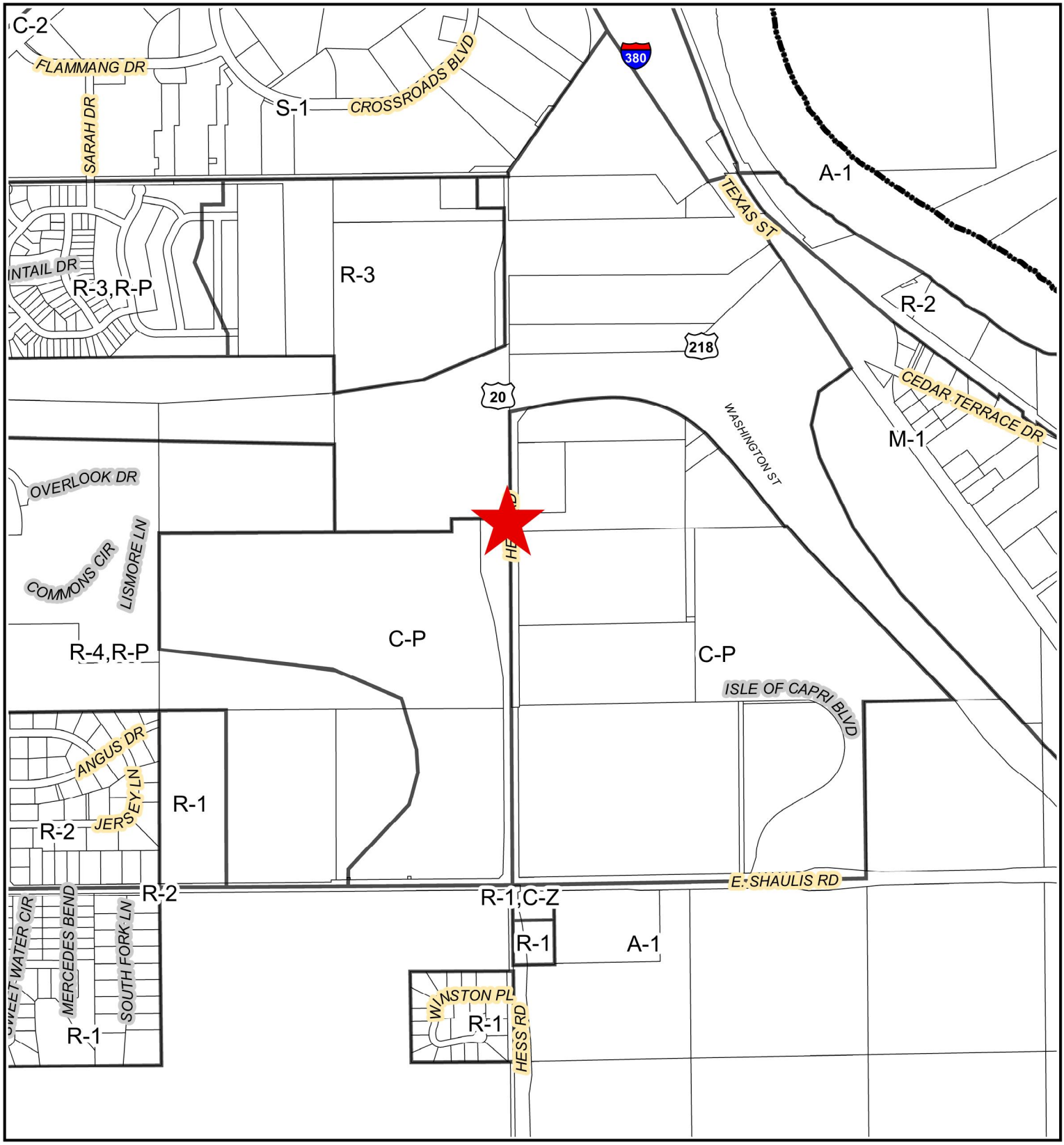
Data/Analysis and Strategies: Street naming

Expenditure Required/Source of Funds: None.

REQUEST:	Request by the City of Waterloo to rename Hess Road from Shaulis Road to Grimm Street.
APPLICANT(S):	City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703
GENERAL DESCRIPTION:	The applicant is requesting to rename a portion of Hess Road to La Porte Road.
IMPACT ON NEIGHBORHOOD:	The request would not appear to have a negative impact on the surrounding neighborhood.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The request would not appear to have a negative impact upon pedestrian or traffic conditions.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN:	There are no sidewalks in the area, there is a trail planned for La Porte Road when the road is reconstructed.
SURROUNDING LAND USE:	The surrounding land use is commercial.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The property in question is zoned “S-1” Shopping Center District and has been zoned as such the adoption of the zoning ordinance in 1969, “R-3” Multiple Residence District having been rezoned by Ordinance 3105 on October 6, 1980, and “C-P” Planned Commercial District having been rezoned from “A-1” Agricultural District on October 25, 2004, by Ordinance 4739 on October 25, 2004, and on September 13, 2010, by Ordinance 5009. Surrounding land uses and their zoning is as follows: **East** – Vacant land, US Highway 218, Isle of Capri Casino, and Lost Island Water Park zoned “A-1” Agricultural District and “C-P” Planned Commercial District. **West** – Commercial, Residential, and the KOA Campground zoned “C-P” Planned Commercial District. **North** – Commercial zoned “S-1” Shopping Center District and “M-1” Light Manufacturing District. **South** – Residential, South Hills Golf Course and Agricultural zoned “A-1” Agricultural District and “R-1” One and Two-Family Residence District.
BUFFERS REQUIRED/ NEEDED:	This request would not require any additional buffers and screening.
DEVELOPMENT HISTORY:	The area is made up of KOA Campground which was constructed in 2011 and commercial buildings built-in 1978.
FLOODPLAIN:	Portions of the area are in Zone A: 100 Year Flood Plain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025, and Panel

	Number 0304F, dated July 18, 2011.
PUBLIC /OPEN SPACES/ SCHOOLS:	Kittrell Elementary School is located 1.30 miles to the northwest, Bunger Middle School is located 2.20 miles to the northeast, and West High School is located 2.00 miles to the northwest. The South Hills Golf Course is located just to the west of the intersection of Shaulis Road and Hess Road.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	There is no underground utilities located in Hess Road. There is overhead power lines along Hess Road.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as *Commercial*; *Mixed Commercial: Medium to High-Density Residential, Professional Office, Neighborhood Commercial and Mixed Residential: Low, Medium, High-Density Residential; Professional Offices* and the proposed request would be in conformance with the Future Land Use Map and Comprehensive Plan for this area, and this area is located within the Primary Growth Area.
STAFF ANALYSIS – ZONING ORDINANCE:	The applicant is requesting to rename Hess Road from Shaulis Road to Grimm Street in order to reduce confusion for motorists caused by the change in street name. La Porte Road was the original route of US Highway 218 but was severed when US Highway 218 was grade-separated and was connected with Hess Road. There is one residence located along the stretch and the only commercial is the KOA Campground which is fully supportive of the name change. The residence is also part of the KOA Campground.
STAFF ANALYSIS – SUBDIVISION ORDINANCE:	No subdividing of land is required for this request.
STAFF RECOMMENDATION:	Therefore, staff recommends that the street naming be approved for the following reason(s): 1. The primary impacted uses along the stretch are in full support of the name change. 2. The name change will reduce confusion for motorists.

City of Waterloo Planning, Programming and Zoning Commission
December 14, 2021



Rename Hess Road to La Porte Road
Grimm Street to Shaulis Road

City of Waterloo Planning, Programming and Zoning Commission
December 14, 2021

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Waterloo Iowa

Rename Hess Road
to La Porte Road
Shaulis Road to Hess Road
City of Waterloo

CITY OF WATERLOO, IOWA

ENGINEERING DEPARTMENT

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

Mayor
QUENTIN HART

COUNCIL MEMBERS

MARGARET KLEIN
Ward 1

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PATRICK MORRISSEY
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

SHARON JUON
At-Large

DAVE BOESEN
At-Large

November 17, 2021

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

RE: RENAMING A PORTION OF PUBLIC HESS ROAD FROM SOUTHEAST OF GRMIM STREET TO E. SHAULIS ROAD, AS LAPORTE ROAD

Dear Aric:

The Engineering Department has received a request to rename the 3800-4900 blocks of Hess Road to La Porte Road. There are several utilities that have structures located along this stretch that will need to have their addresses changed. These structures are not inhabited. The lone inhabited structure is the KOA Campground that will need to have their address changed. Attached is the email from Becky Bertch supporting the name change from Hess Road to La Porte Road. The Bertch's are owners of the KOA campground.

This change has been proposed by businesses along La Porte Road to help direct customers between themselves and the Isle of Capri, Lost Island Waterpark, KOA campground and Lost World Theme Park.

The current block numbers of 3800-4900 will stay the same, just the name will change from Hess Road to La Porte Road.

Therefore, the Engineering Department recommends that a portion of Hess Road, from southeast of Grimm Street to E. Shaulis Road be renamed as La Porte Road.

Sincerely,

Jamie Knutson, PE
City Engineer

Cc: Steve Walker, Draftsman
Greg Ahlhelm, Building Official

From: Becky Bertch <becky.bertch@thelostisland.com>
Sent: Friday, November 5, 2021 2:46 PM
To: NOEL ANDERSON <NOEL.ANDERSON@WATERLOO-IA.ORG>; gary.bertch@gmail.com; Eric Bertch <eric.bertch@thelostisland.com>
Subject: Renaming section of Hess back to LaPorte Road

Noel, sorry for the delay in responding with our thoughts on this.

Actually the staff at both the waterpark and campground are in favor of changing it to LaPorte Road as it does get confusing when we have guests or deliveries.

However that being said, we would need to know as soon as possible as our corporate address with the government is Hess road, all website information and printed materials, our KOA franchise is tied into the Hess Road address. Vendors would need to be informed to change the address for deliveries and also invoicing. The waterpark would need to change handbooks for employees and delivery instructions for their entrance off of Hess if it changes to LaPorte. All of the above is doable we just need to know as soon as we can to move on it.

Let us know when the decision gets made either way.

Thanks Noel for asking for input.
Happy Friday,
Becky

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 1/3/2022
Prepared: 12/7/2021

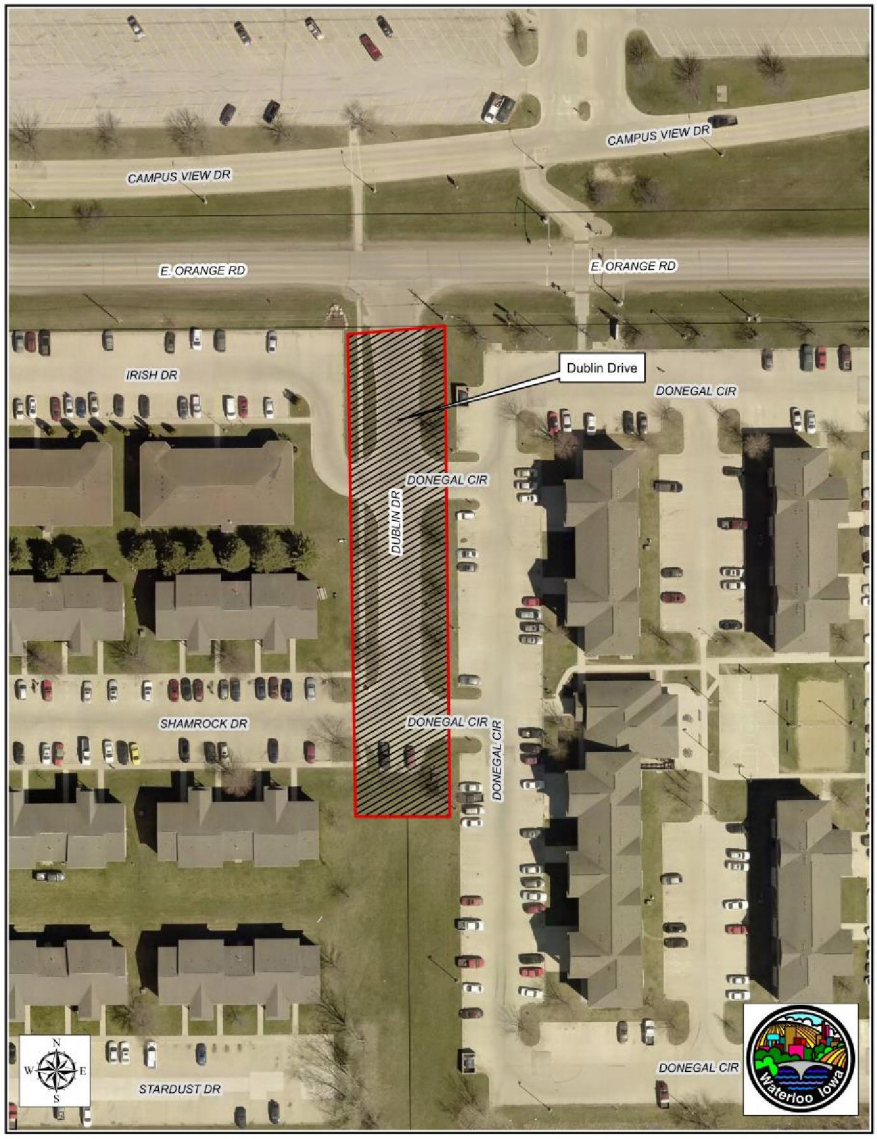
ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT:	Resolution approving a request by the City of Waterloo to rename public street Dublin Drive to private street Dublin Drive, located east of 1422 Irish Drive.
Submitted by:	Submitted By: Aric Schroeder, City Planner
Recommended Action:	Approval.
Summary Statement:	The applicant is requesting to rename a portion of Hess Road located between Shaulis Road and Grimm Street to La Porte Road.
Neighborhood Impact:	The request would not appear to have a negative impact on the surrounding neighborhood. The request would not appear to have a negative impact upon pedestrian or traffic conditions. There are no sidewalks in the area, there is a trail planned for La Porte Road when the road is reconstructed. The surrounding land use is commercial. Therefore, staff recommends that the street naming be approved.
Data/Analysis and Strategies:	Street naming

Expenditure Required/Source of Funds: None.

REQUEST:	Request by the City of Waterloo to rename public street Dublin Drive to private street Dublin Drive located east of 1422 Irish Drive.
APPLICANT(S):	City of Waterloo, 715 Mulberry Street, Waterloo, Iowa 50703
GENERAL DESCRIPTION:	The applicant is requesting to rename a street from public to private.



IMPACT ON NEIGHBORHOOD:	The request would not appear to have a negative impact upon the surrounding neighborhood, as there is very little development in the area.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The request would not appear to have a negative impact upon pedestrian and traffic conditions.
RELATIONSHIP TO RECREATIONAL	There is a private sidewalk connection located along Dublin Drive connecting the complex with Hawkeye Community

TRAIL PLAN:	College to the north.
SURROUNDING LAND USE:	The surrounding land use is residential and Hawkeye Community College.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The property in question is zoned “R-3” Multiple Residence District having been rezoned from “A-1” Agricultural District by Ordinance 4527 on December 3, 2001, “R-4,R-P” Planned Residential District having been rezoned from “A-1” Agricultural District by Ordinance 4283 on March 23, 1998 and “R-4” Multiple Residence District having been rezoned from “A-1” Agricultural District by Ordinance 4664 on January 5, 2004. Surrounding land uses and their zoning are as follows: **North** – Hawkeye Community College, zoned “A-1” Agricultural District. **South** – Agricultural and Hawkeye Truck Training Center, zoned “R-4” Multiple Residence District and “A-1” Agricultural District. **East** – Agricultural, zoned “A” Agricultural District **West** –Residential zoned “R-3” Multiple Residence District and “R-4,R-P” Planned Residence District.
BUFFERS REQUIRED/ NEEDED:	This request would not require any additional buffers and screening.
DEVELOPMENT HISTORY:	The area is made up of multi-family buildings built-in 2002, two single-family homes one built in 1919 and the other built-in 1955 along with Hawkeye Community College built between 1969 and present.
FLOODPLAIN:	The property in question is not located within any Special Flood Hazard Area as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025, and Panel Number 0312F, dated July 18, 2011.
PUBLIC /OPEN SPACES/ SCHOOLS:	Orange Middle School is located 1.33 miles to the west. The nearest open space is the Cedar Valley Arboretum and Botanic Gardens located just to the east of Hawkeye Community College.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	There are 4” drain tiles on each side of Dublin Drive and an 8” sanitary sewer line located to the south of Dublin Drive.
RELATIONSHIP TO COMPREHENSIVE LAND-USE PLAN:	The Future Land Use Map designates this area as *Mixed Residential: Low, Medium, High-Density Residential; Professional Offices* and the proposed street naming request would be in conformance with the Future Land Use Map and

Comprehensive Plan for this area.

STAFF ANALYSIS – ZONING ORDINANCE:

The city is requesting to rename a public street Dublin Street located east of 1422 Irish Drive to private Dublin Drive. The street was originally named as a public road however the street is a private street not maintained as a public street and was never accepted as a public road.

Picture 1: Existing Dublin Drive.

Picture 2: Looking north toward Hawkeye Community College from south end of road.

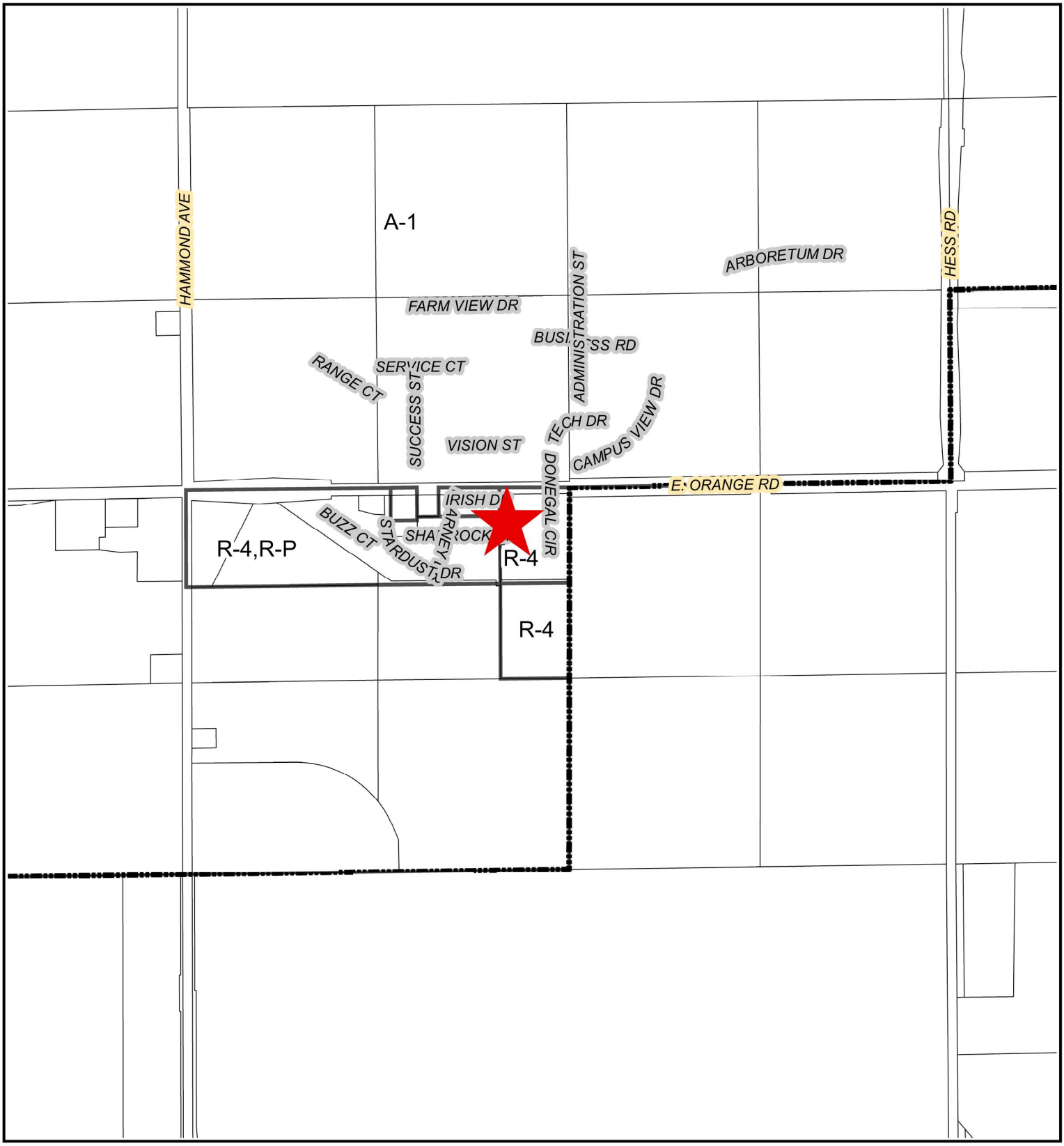
Picture 3: Looking south from Orange Road.

Picture 4: Multifamily along Dublin Drive

STAFF ANALYSIS – SUBDIVISION ORDINANCE:	No subdividing of land is required for this request.
STAFF RECOMMENDATION:	Therefore, staff recommends that the request by the City of Waterloo to rename public street Dublin Drive to private street Dublin Drive located east of 1422 Irish Drive. be approved for the following reason(s):

1. The Engineering Department has reviewed the request and concurs with the naming of Private Street Dublin Drive, as it does not conflict with any other street names and recommends approval.

City of Waterloo Planning, Programming and Zoning Commission
December 14, 2021



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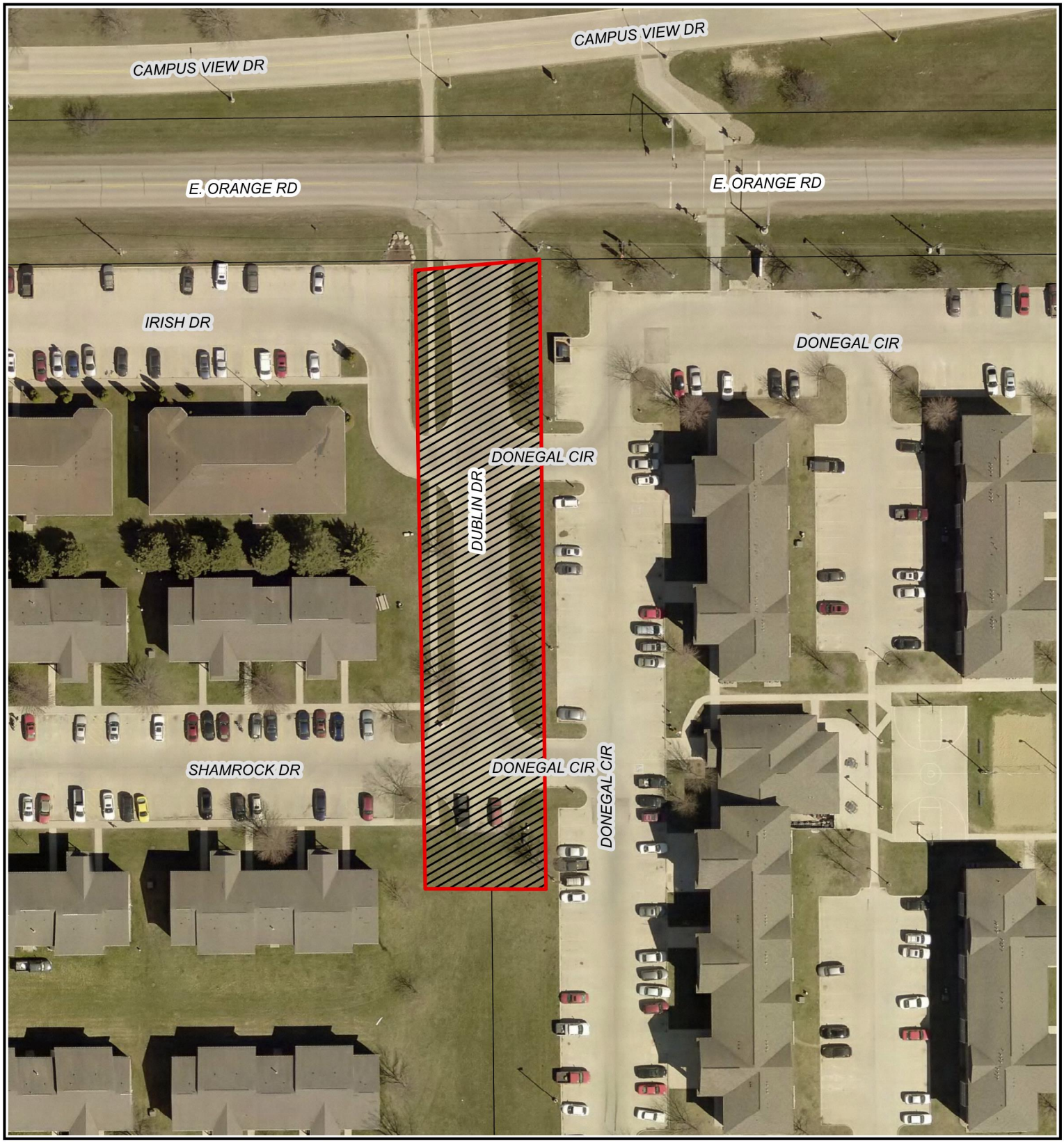
Waterloo Iowa

Rename Public Street Dublin Drive to Private Street Dublin Drive

City of Waterloo Planning, Programming and Zoning Commission
December 14, 2021



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Waterloo Iowa

Rename Public Dublin Drive
to
Private Dublin Drive

CITY OF WATERLOO, IOWA

ENGINEERING DEPARTMENT

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Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

SHARON JUON
At-Large

DAVE BOESEN
At-Large

December 3, 2021

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

RE: NAMING EXISTING DUBLIN DRIVE TO BE A PRIVATE STREET AND RESCINDING RESOLUTION NO. 1999-59

Dear Aric:

The Engineering Department has discovered that the existing Dublin Drive right-of-way is not owned by the City of Waterloo. The location of Dublin Drive is east of Hammond Avenue and south of E. Orange Road, across from Hawkeye Community College. The location is more particularly described as Parcel "F", part of the NW 1/4, Section 23-T88N-R13W. The Parcel "F" Plat of Survey is recorded in 329 Misc. 472.

The owner of Parcel "F" is the Hawkeye Village Condominiums. This information is found in the Declaration of Horizontal Property Regime, "Hawkeye Village Condominiums", Document Number 2007016895.

In addition, the City of Waterloo has not accepted the construction of this street, Dublin Drive. Therefore, Dublin Drive is a private street not a public street.

On February 8, 1999, Resolution No. 1999-59 was passed "Dedicating Property for Street Right-Of-Way Purposes and Approving Street Name as Dublin Drive." The City of Waterloo cannot dedicate property that is does not own for street right-of-way. Therefore Resolution 1999-59 will also need to be rescinded.

The Engineering Department recommends the naming of existing Dublin Drive as a private street and rescinding Resolution No. 1999-59 be approved.

Sincerely,

Jamie Knutson, PE
City Engineer

Cc: Steve Walker, Draftsman
Greg Ahlhelm, Building Official

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 1/3/2022
Prepared: 12/21/2021

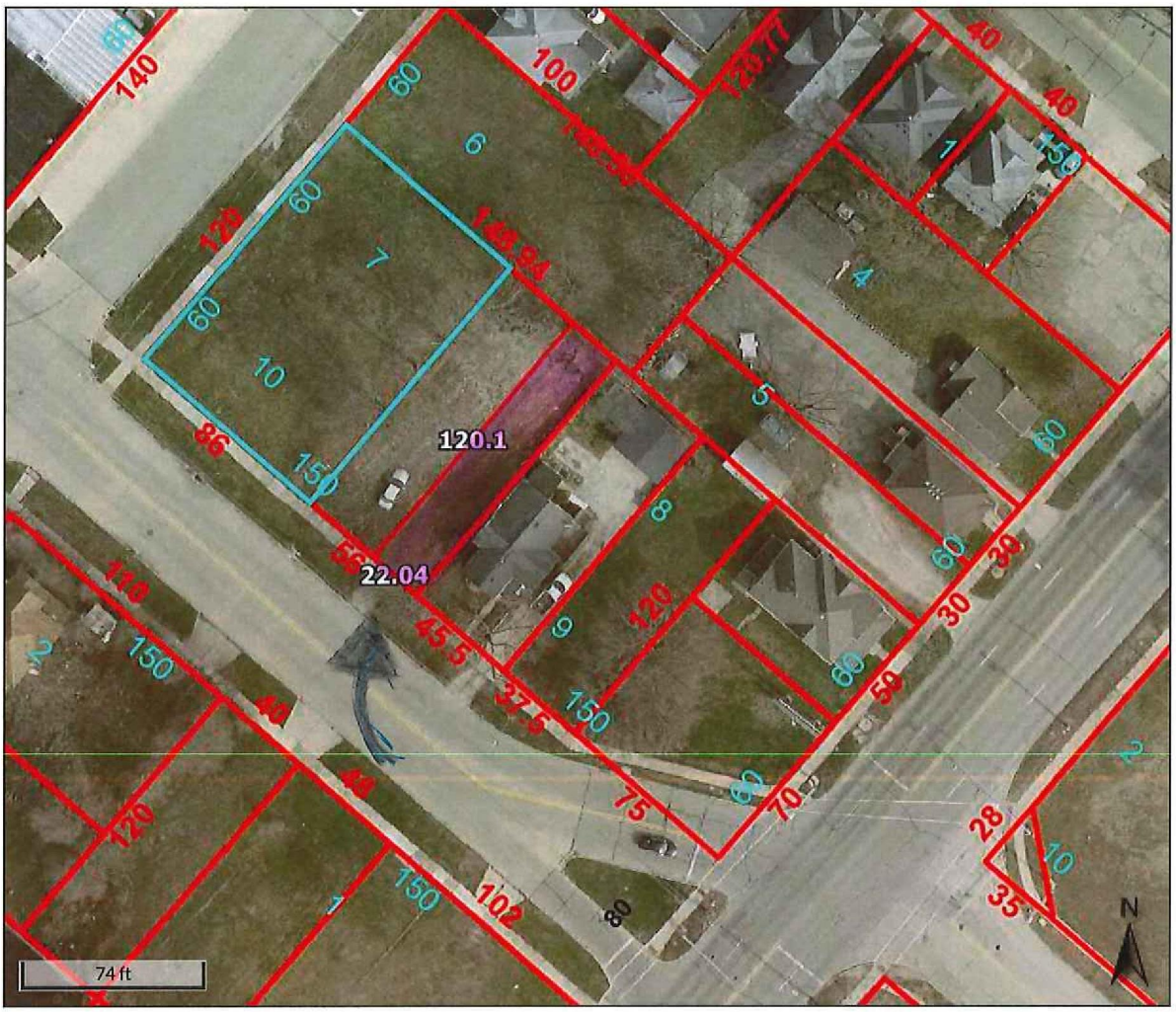
ATTACHMENTS:

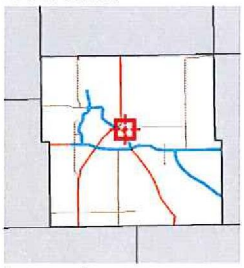
	Description	Type
🗋	Lola Parcel	Backup Material
🗋	Acceptance email	Backup Material

SUBJECT:	Resolution setting date of public hearing as January 18, 2022 to authorize the sale and conveyance of a portion of a city-owned lot, located northerly of 1217 Sycamore Street, to Lola Montgomery, in the amount of $549.12, plus closing costs, and authorize the City Clerk to publish notice.
Submitted by:	Submitted By: Noel Anderson, Community Planing and Development Director
Recommended Action:	Set date of hearing
Summary Statement:	The City has acquired some land in the Sycamore Street corridor. Mrs. Montgomery has requested to buy some available land. This sale would still retain two buildable lots on the block, while helping Mrs. Montgomery to improve her residential lot. The price is set by the price per square foot of assessed value.
Neighborhood Impact:	Mrs. Montgomery has done a tremendous job with her home maintenance and upkeep. The sale of land for neighborhood improvement and infill is a goal of the City of Waterloo.
Data/Analysis and Strategies:	This sale of land will allow Mrs. Montgomery lot size to go from 5,460 sq. ft. to 8,100 sq. ft. The Zoning Ordinance notes 6,000 sq. ft. as a minimum lot size for single family homes, so this sale helps to meet that recommended size requirement, plus some additional yard space.
Implementation, Accountability, and Communication:	The City Council will sell the parcel of land through a public hearing process.
Community Engagement Methods:	The City regularly works with abutting neighbors who keep their homes in food maintenance and upkeep for potential excess land.
Expenditure Required/Source of Funds:	NA
Alternative:	Not approve

Legal Descriptions:	The Southeasterly 22 feet of the Northwesterly 56 feet of the Southeasterly 64 feet of Lots 7 and 10 of Block 47 of the Original Plat of Waterloo East.

Beacon™ Black Hawk County, IA





Parcel ID	891325180014	**Alternate ID**	n/a	**Owner Address**	CITY OF WATERLOO
Sec/Twp/Rng	n/a	**Class**	C		715 MULBERRY ST
Property Address		**Acreage**	n/a		WATERLOO, IA 50703
District	940001				
Brief Tax Description	ORIGINAL PLAT WATERLOO EAST NW 86 FT LOT 7 BLK 47 NW 86 FT LOT 10 BLK 47				
	(Note: Not to be used on legal documents)				

These maps do not represent a survey. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by Black Hawk County, the Black Hawk County Assessor or their employees. These maps are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for local government purposes. See the recorded documents for more detailed legal information.

Date created: 12/8/2021
Last Data Uploaded: 12/8/2021 8:34:17 AM

Developed by Schneider GEOSPATIAL

I accept this offer. If plans should change I'm willing to buy more land on this block. Thank you

Sent from my iPhone

On Dec 8, 2021, at 8:46 AM, NOEL ANDERSON <NOEL.ANDERSON@waterloo-ia.org> wrote:

Lola – thanks again for you work on this acquisition, and I apologize for the length of time it has taken to get to this point.

The City owns land next to your home, which we have acquired through different means for infill development. While our primary goal is to create new housing opportunities for infill housing construction, we also want to simultaneously work with existing homeowners that have worked to improve their properties. You have done an excellent job on the maintenance an care of your home at 1217 Sycamore.

The City owns two parcels, one on the corner and one right next to your home. One of the main things we review for sale of land is to ensure the land we keep is still buildable for new housing investments.

We can sell you 22' of the lot next to your home, and still have enough land for two new lots on corner. That is, our corner parcel would be 120' by 120', which would allow for two new lots for infill – each at 7,200 sq. ft.

We can sell you 22' next to your home, and your lot, currently at 45.5' by 120' or 5,460 sq. ft., would then go to 67.5' x 120' or 8,100 sq. ft. – an addition of 2,640 sq. ft.

I have attached a map of the area to be conveyed. Please review, let me know your thoughts, and we can move ahead to next steps.

The City sells land at the assessed value on the site, or price per square foot when selling a portion of a parcel / lot. In this case, the land values have fluctuated on the lot area you are working on. I went with the 202 value as it is the lowest of the last three years, and you have been working on this site for over a year. The Assessor puts a value of $ 0.208 per sq. ft. of land value. For the 22' by 120' (2,640 sq. ft.) area, that would equate to you buying it for $549.12.

Please let me know of any questions, additional information needed, or thoughts you have on this matter.

Thanks,
Noel

Noel Anderson
Community Planning & Development Director
City of Waterloo Community Planning & Development Department
City Hall
715 Mulberry Street
Waterloo, Iowa 50703
Phone: 319.291.4366
Fax: 319.291.4262
Cell: 319.290.6357
Email: noel.anderson@waterloo-ia.org
City website: www.cityofwaterlooiowa.com
Brownfields website: www.thenewwaterloo.com

"Can't fail is arrogance. Won't fail is confidence." – Lord John Roxton

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as January 18, 2022, to approve the request by Gray Transportation for a site plan amendment to the "M-2,P" Planned Industrial District, to allow for the expansion of their site at 2459 GT Drive, with an additional 116 foot by 80 foot truck maintenance facility, and instruct the City Clerk to publish notice.

City Council Meeting: 1/3/2022
Prepared: 12/21/2021

ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT:	Resolution setting date of public hearing as January 18, 2022, to approve the request by Gray Transportation for a site plan amendment to the "M-2,P" Planned Industrial District, to allow for the expansion of their site at 2459 GT Drive, with an additional 116 foot by 80 foot truck maintenance facility, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	The applicant is requesting to construct a new 9,280 square foot truck maintenance facility on land at east end of their current site, a ~1.8 acre site generally located at the northwest corner of GT Drive and Northeast Drive. The area in question has been zoned "M-2,P" Planned Industrial District since March 13, 1995, when the land was rezoned from "A-1" Agricultural District. Surrounding land uses and their zoning designations are as follows: North – industrial buildings (QCI) and lots, zoned "M-2,P" Planned Industrial District. South – industrial buildings (ABC, ConTrol), zoned "M-2,P" Planned Industrial District. East – industrial buildings (Ryder, Deere), zoned "M-2,P" Planned Industrial District. West – industrial buildings (Gray), zoned "M-2,P" Planned Industrial District The proposed building is 116' by 80' in dimensions. It shows office areas, restrooms, break room, locker rooms, and mechanical rooms for the operation of the truck maintenance facility. The east elevation shows 3 large and one smaller overhead doors, while the west elevation has 4 large overhead doors. The exterior of the building is a mix of metal clad siding and ground face finish concrete block, with the first 4' a concrete stem wall. The building will sit over 80' back from Northeast Drive, and approximately 30' back from GT Drive. There are parking stalls for staff and customer

	parking along the southern and eastern sides of the building, with other areas for trucking turning, storage, and parking. The rear yard is also over 160' in setback. The site plan shows two curb cuts onto Northeast Drive for entrance and exiting of the site. The proposed development is expanding a partnership with Ryder and Gray Transportation for expansion in this area. The lot is City-owned and will be conveyed by a Development Agreement as a part of the process for construction. Therefore, staff recommends that the request for site plan amendment in the "M-2,P" Planned Manufacturing District, be approved for the following reasons: 1. The request is in conformance with the Comprehensive Plan and Future Land Use Map for this area. 2. The request would not appear to have a negative impact on traffic conditions in the area. 3. The request would not appear to have a negative impact upon the surrounding area.
Neighborhood Impact:	The request to construct the truck maintenance facility would appear to have a positive impact upon the surrounding area as it would appear to be compatible with other industrial development in the area.
Data/Analysis and Strategies:	Economic Development and Land Use.
Community Engagement Methods:	The Planning, Programming, and Zoning Commission held a public hearing on December 28th, 2021. Notice letters were sent out to all property owners on record within 250-feet of the proposed project.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	That part of Lot 8 of Northeast Industrial park Plat No. 1 located Northerly of GT Drive as presently established.

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

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

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

RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:

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

STAFF ANALYSIS – ZONING ORDINANCE:

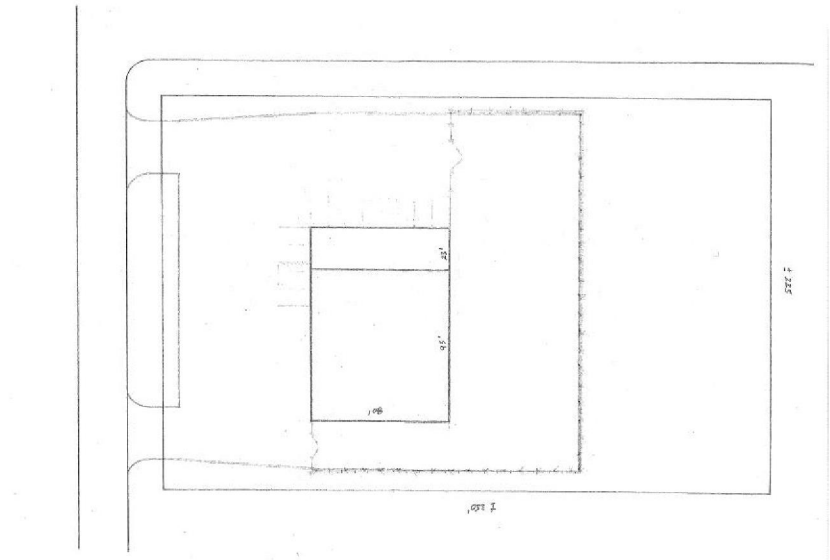
The applicant is requesting to construct up to an 9,280 square foot building with truck turnaround, storage, and parking areas. The development would work as an expansion of the Gray Transportation site to the west.

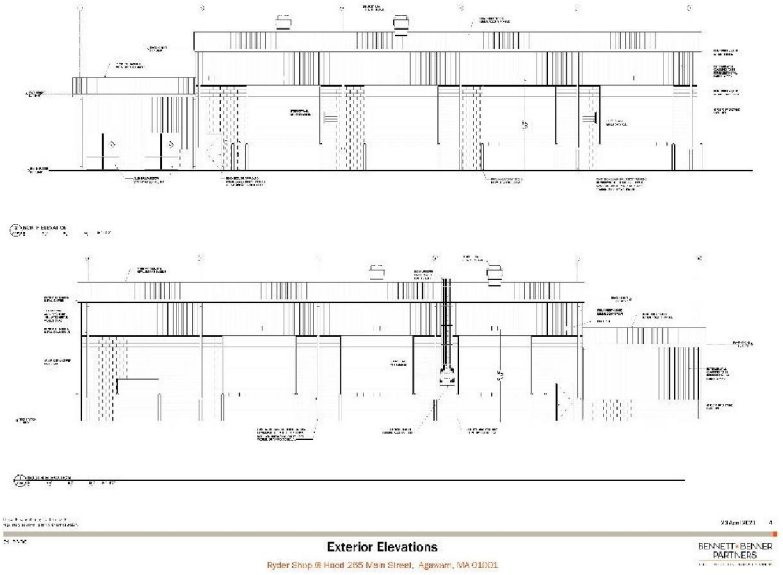
The area in question is zoned “M-2,P” Planned Industrial District, and this zoning is designed to permit the establishment of industrial parks and to provide for the orderly planned growth of industries on large tracts of land, and allowing greater flexibility and diversification of land uses and building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

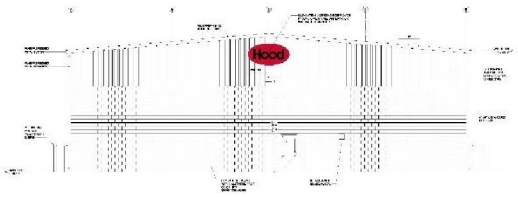
The proposed building is 116’ by 80’ in dimensions. It shows office areas, restrooms, break room, locker rooms, and mechanical rooms for the operation of the truck maintenance facility. The east elevation shows 3 large and one smaller overhead doors, while the west elevation has 4 large overhead doors.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

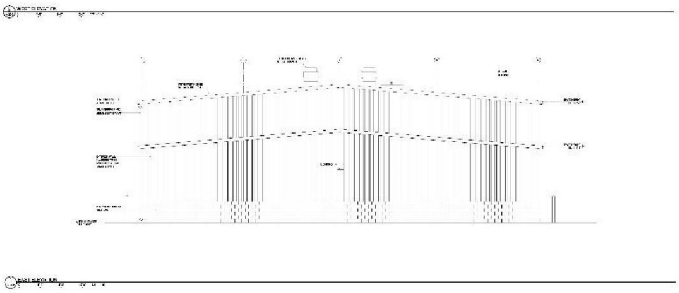
The building will sit over 80’ back from Northeast Drive, and approximately 30’ back from GT Drive. There are parking stalls for staff and customer parking along the southern and eastern sides of the building, with other areas for trucking turning, storage, and parking. The rear yard is also over 160’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

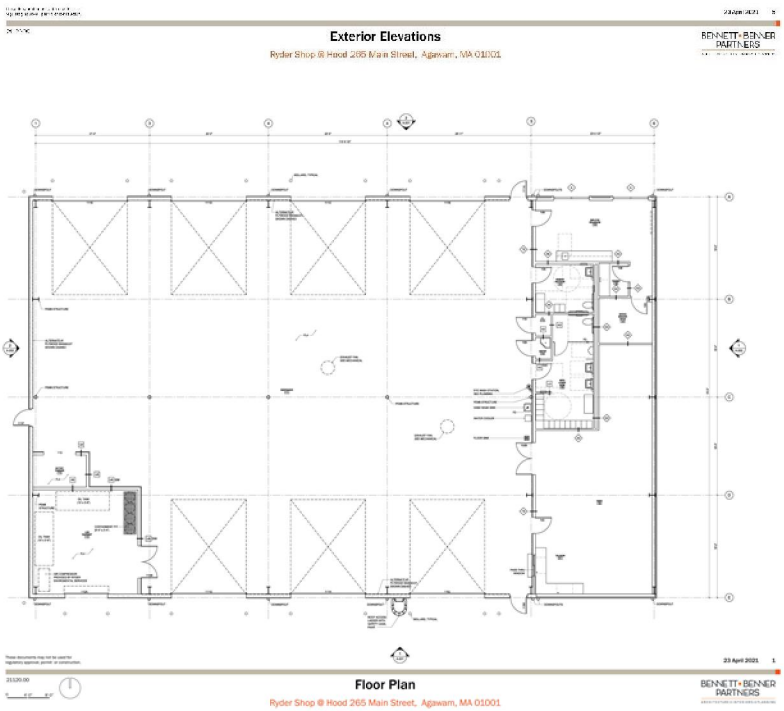
The proposed development is expanding a partnership with Ryder and Gray Transportation for expansion in this area. The lot is City-owned and will be conveyed by a Development Agreement as a part of the process for construction.




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


Hood




Exterior Elevations
Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001
BENNETT+BENNER PARTNERS
Floor Plan
Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001
BENNETT+BENNER PARTNERS

Picture 1: Looking at south side of existing building.

Picture 2: North side of existing building.

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

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

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

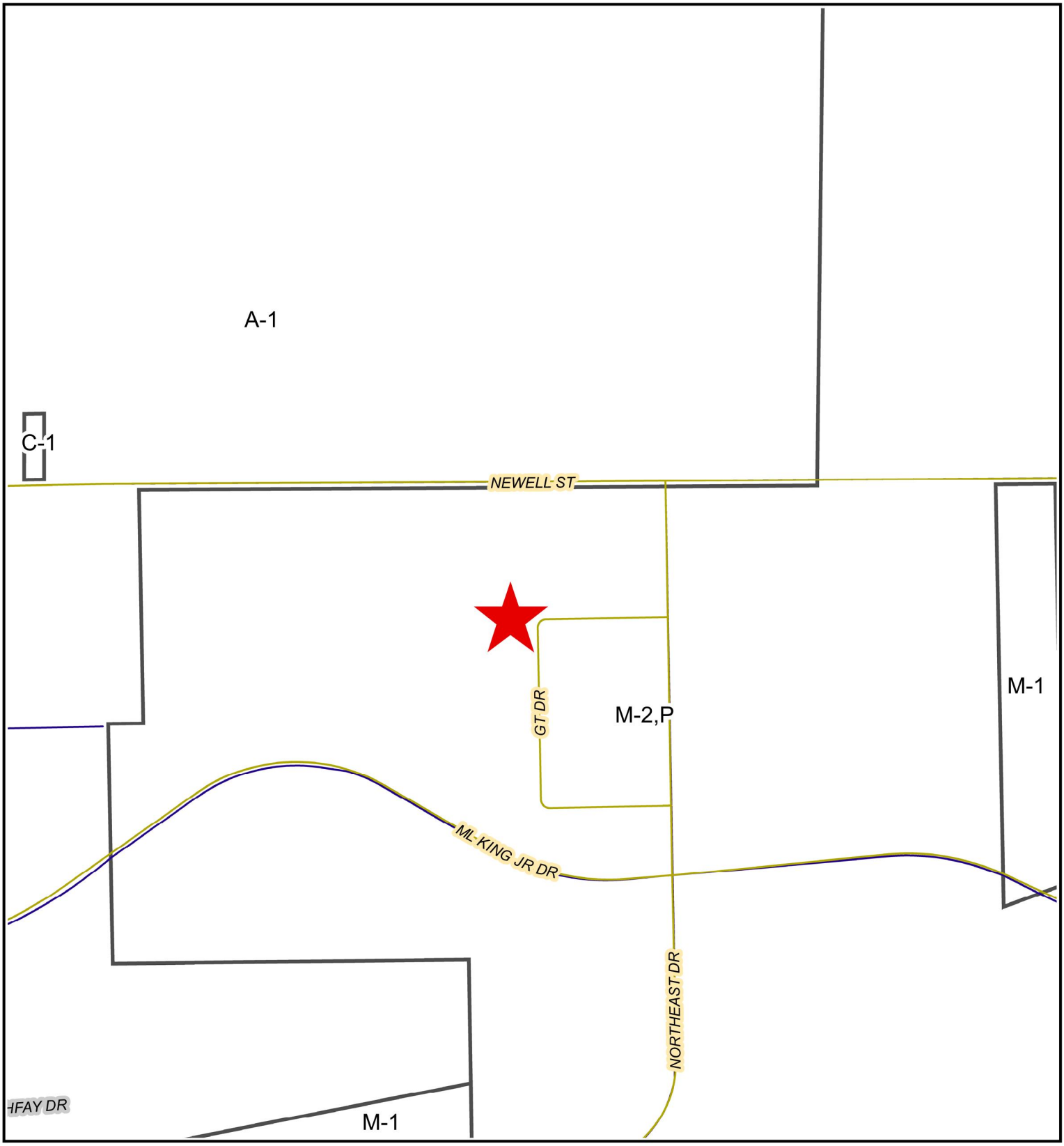
STAFF ANALYSIS – SUBDIVISION ORDINANCE:	There is no additional platting needed for the request, as the area for the project has been previously platted.
TECHNICAL REVIEW COMMITTEE	TBD
STAFF RECOMMENDATION:	Therefore, staff recommends that the request for site plan amendment in the “M-2,P” Planned Manufacturing District, be approved for the following reasons:

1. The request is in conformance with the Comprehensive Plan and Future Land Use Map for this area.
2. The request would not appear to have a negative impact on traffic conditions in the area.
3. The request would not appear to have a negative impact upon the surrounding area.

And with the following conditions(s):

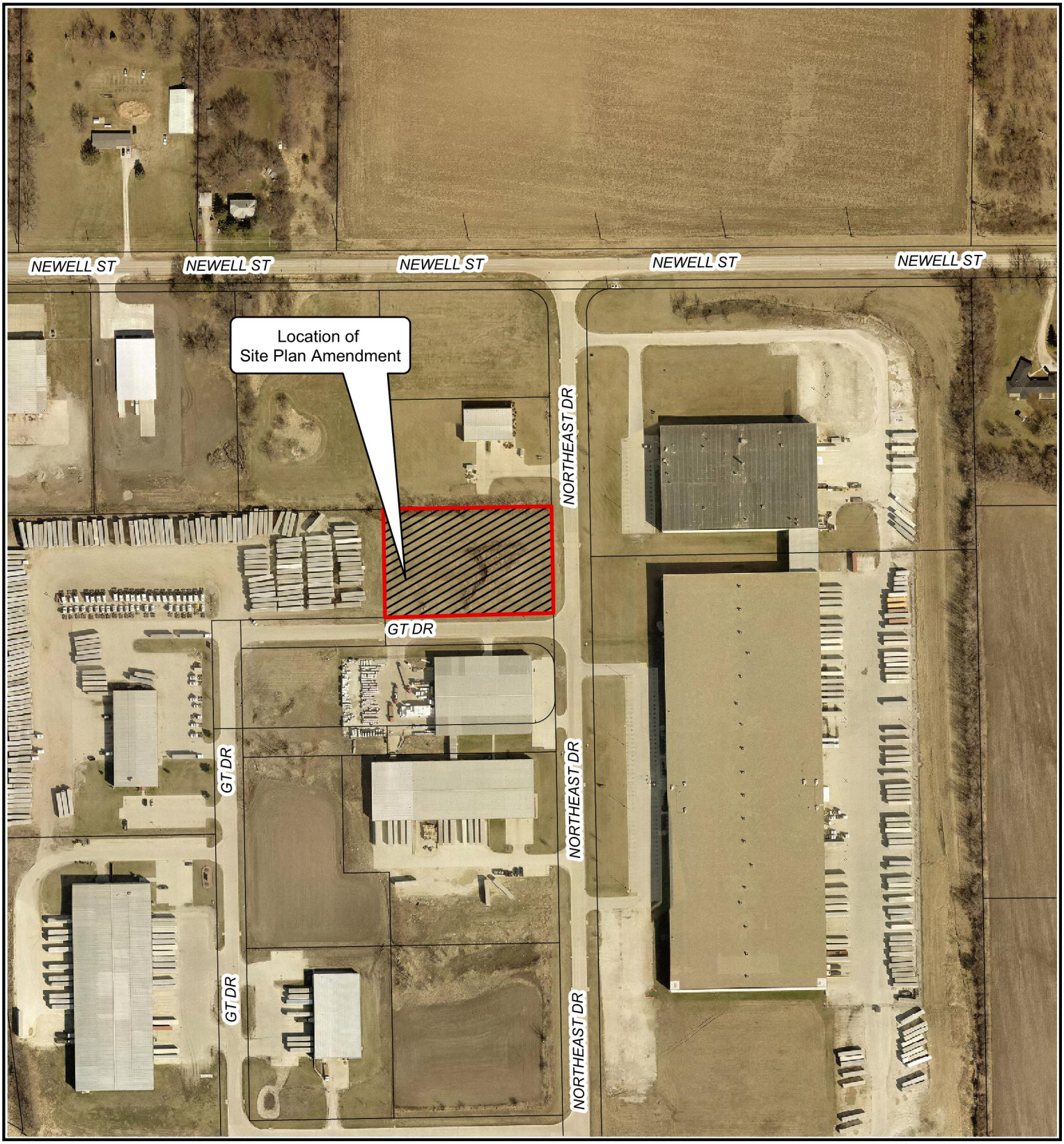
1. That a adequate site plan be submitted for being forwarded to City Council.
2. That the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, setbacks, etc.

City of Waterloo Planning, Programming and Zoning Commission
December 14, 2021



2459 GT Drive
Site Plan Amendment
Darrin Gray

City of Waterloo Planning, Programming and Zoning Commission
December 14, 2021



2459 GT Drive
Site Plan Amendment
Darrin Gray

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

NORTH

0 20' 40'

218144

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

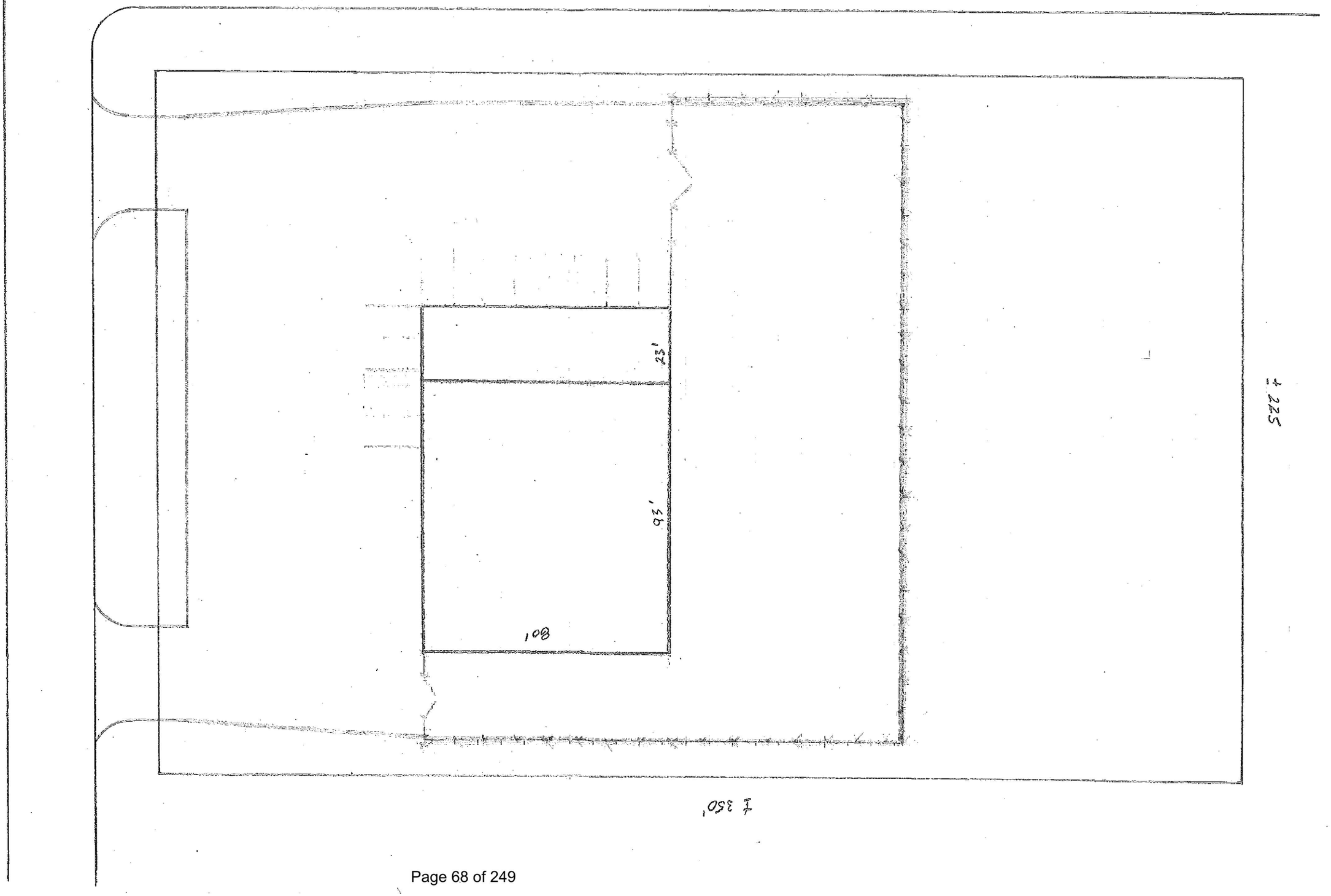
GRAY TRANSPORTATION BUILDING
2459 GT DRIVE
WATERLOO, IOWA

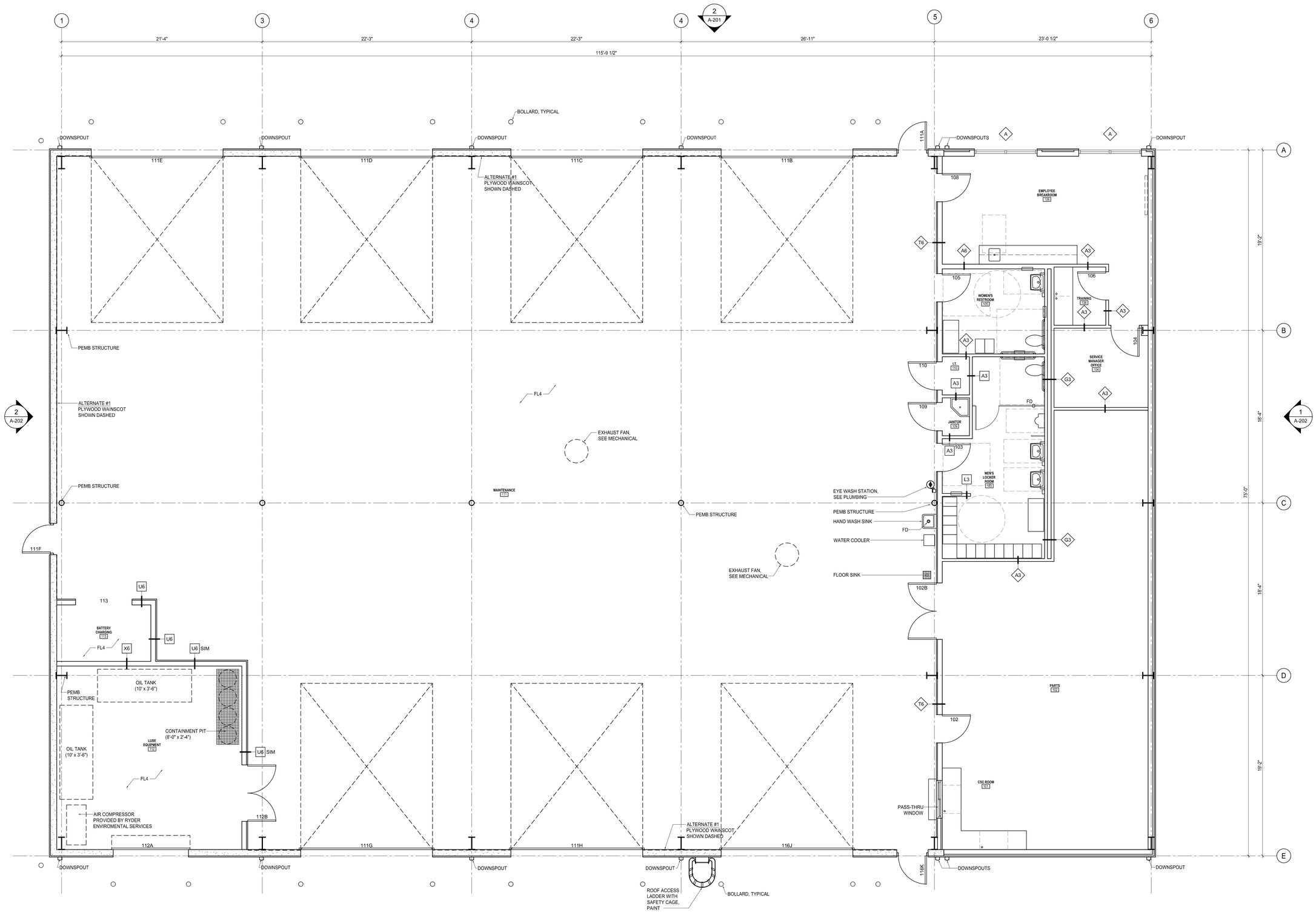
CIVIL SITE PLAN

5 OF 7

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

218144


23'
135'
108'
+ 225'
+ 350'



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

23 April 2021 1

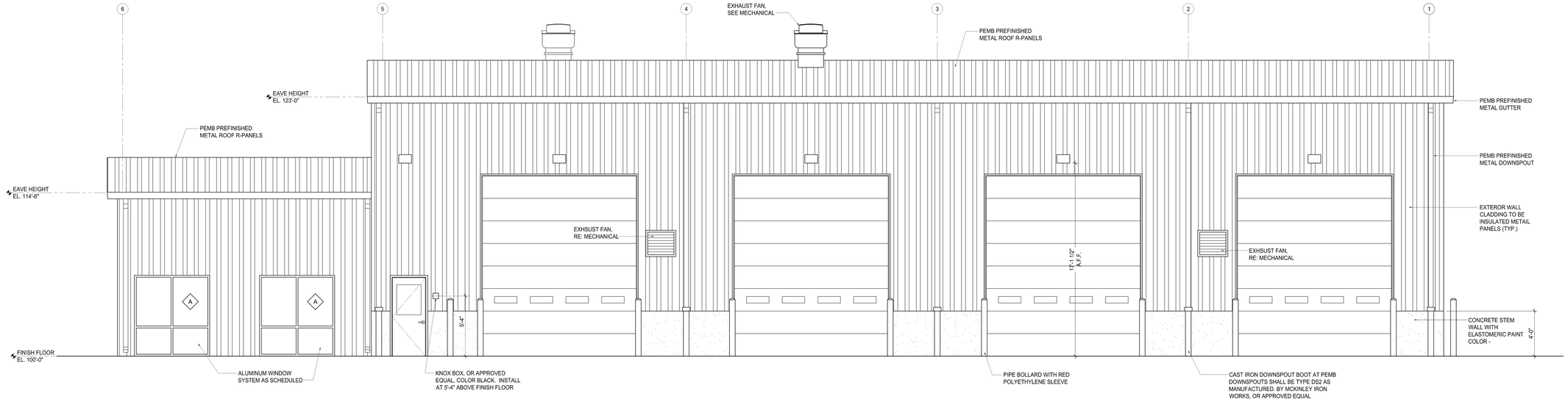
21120.00

0 4'-0" 8'-0"

Floor Plan

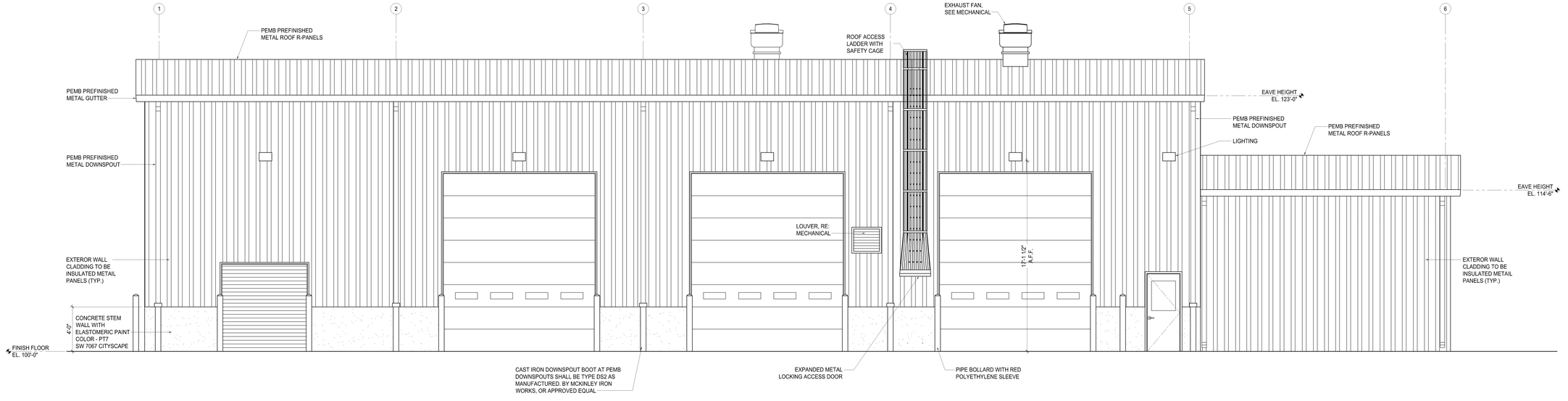
Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING



2 A-201 NORTH ELEVATION

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



1 A-201 SOUTH ELEVATION

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

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

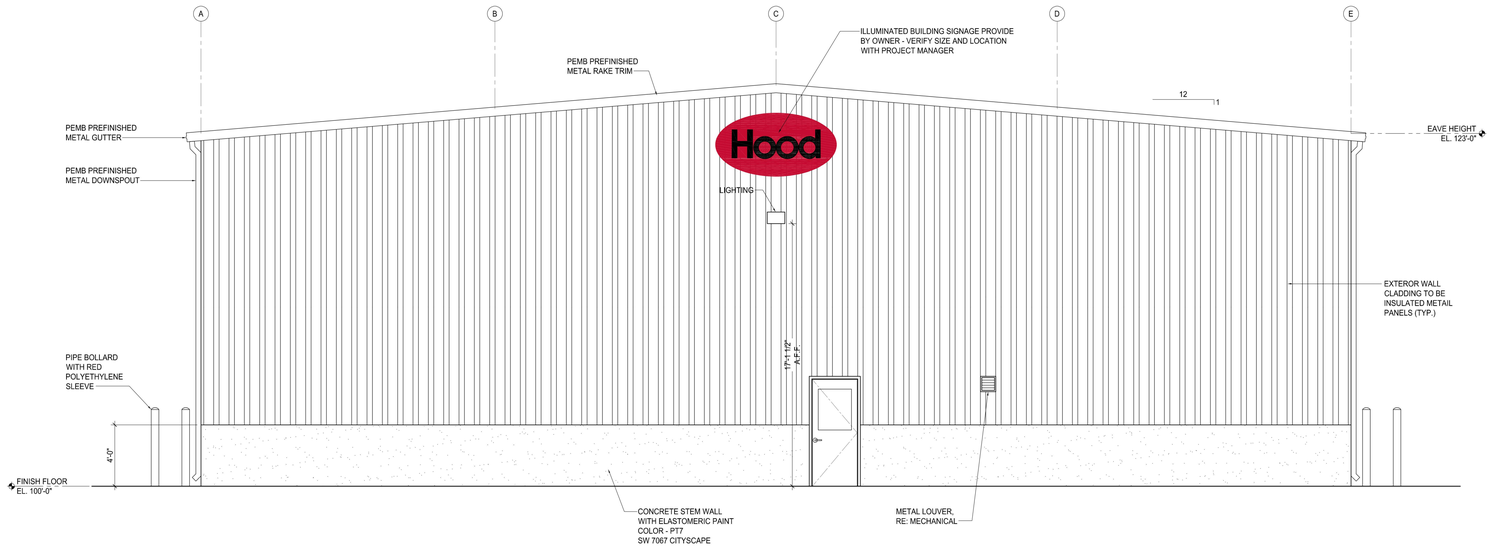
23 April 2021 2

21120.00

Exterior Elevations

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

BENNETT BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING



2 WEST ELEVATION
A-202
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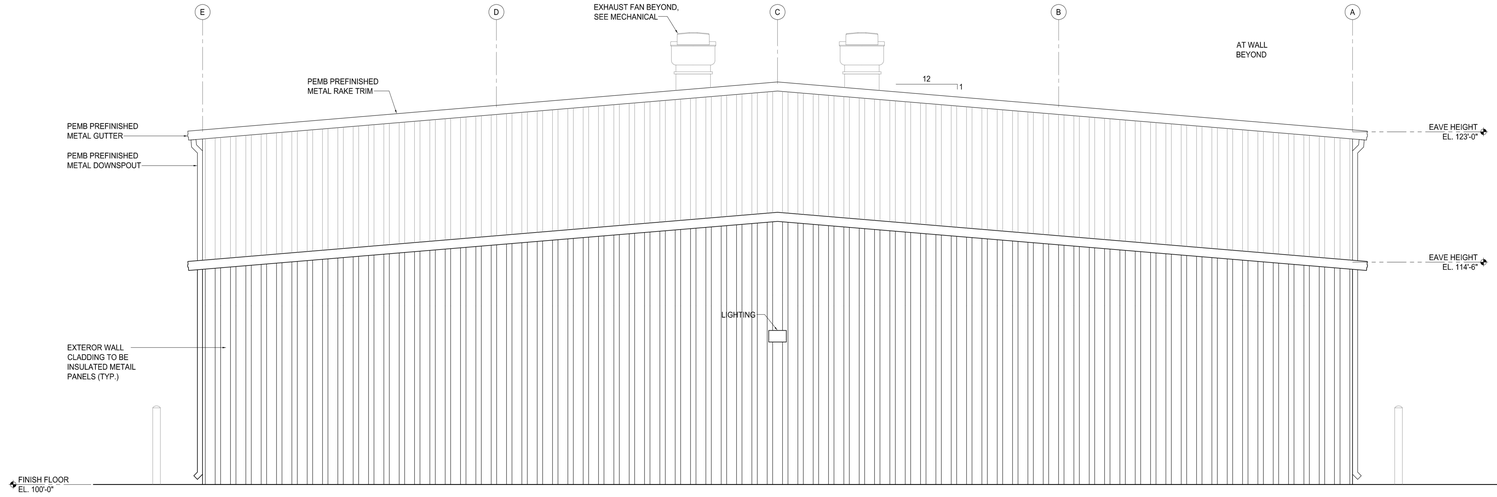

1 EAST ELEVATION
A-202
0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"

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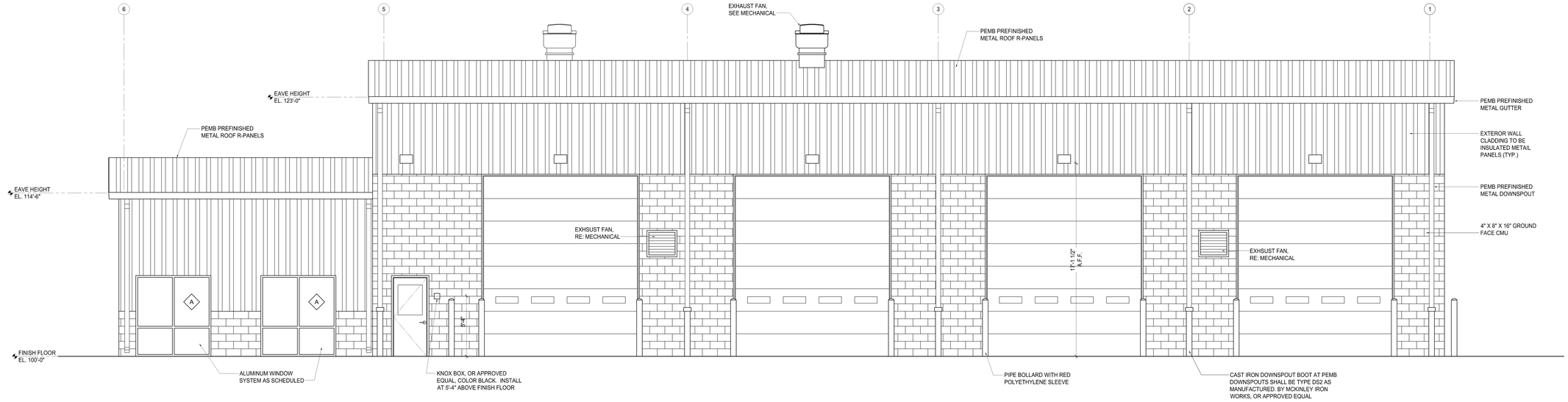
21120.00

Exterior Elevations

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

BENNETT BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING



2 A-201 NORTH ELEVATION

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

1 A-201 SOUTH ELEVATION

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

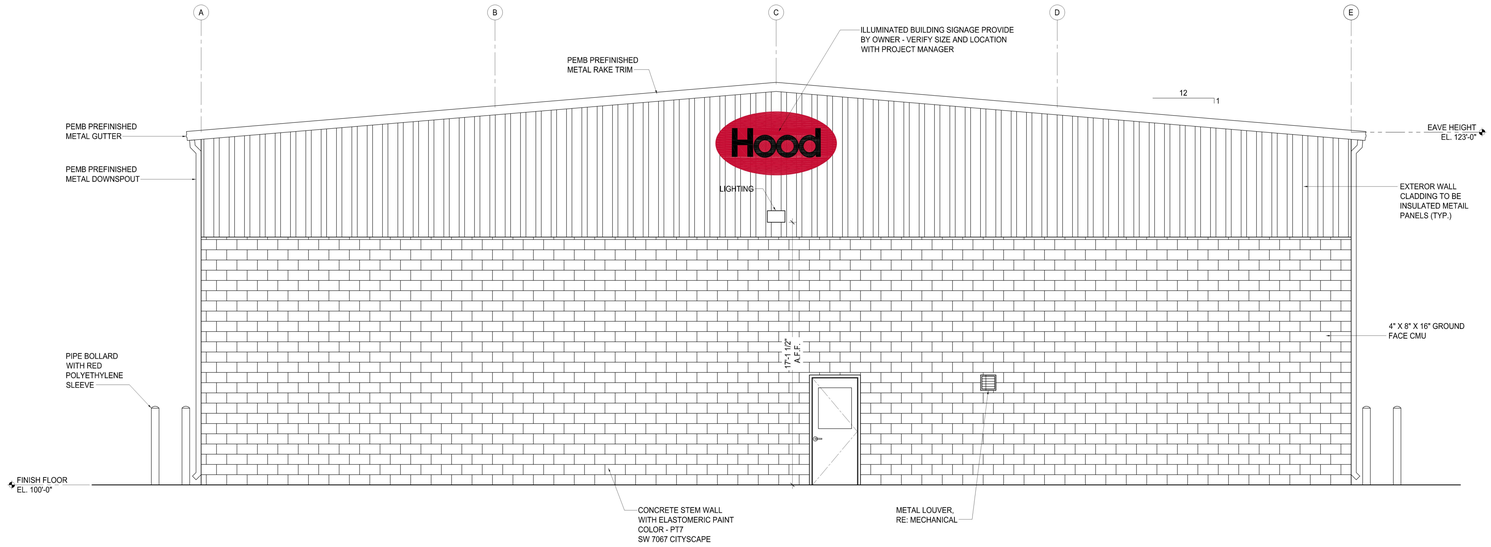
These documents may not be used for regulatory approval, permit or construction.

21120.00

Exterior Elevations

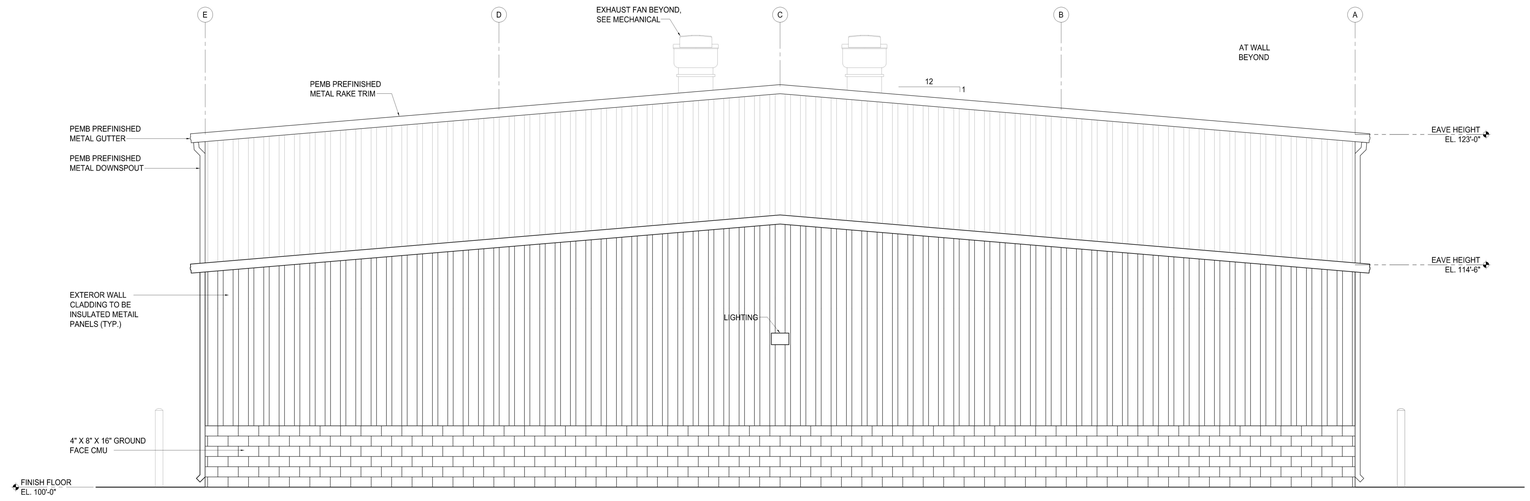
Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING



2 A-202 WEST ELEVATION

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



1 A-202 EAST ELEVATION

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

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21120.00

Exterior Elevations

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

BENNETT BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING

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

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

1. APPLICATION INFORMATION:

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

2. PROPERTY INFORMATION:

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

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

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

Darrin Gray 11-22-21
Signature of Applicant Date

Signature of Owner Date

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 1/3/2022
Prepared: 12/22/2021

ATTACHMENTS:

Description	Type
Notice to Bidders	Backup Material

SUBJECT:	Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as February 3, 2022, and date of public hearing as February 7, 2022, in conjunction with the Five Sullivan Brothers Convention Center Plaza Renovation Project, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Plans are available in the Clerk's Office for review.

SECTION 00 1113
NOTICE OF PUBLIC LETTING

NOTICE OF BID LETTING FOR THE CONSTRUCTION OF THE SULLIVAN BROTHERS PLAZA RENOVATION FOR THE CITY OF WATERLOO, IOWA, AND THE TAKING OF BIDS FOR SUCH CONSTRUCTION.

Notice is hereby given that the City Council of Waterloo, Iowa, **will receive bids at the office of the City Clerk in said City until the 3rd day of February 2022 at 1:00 p.m.**, for the renovation of the Sullivan Brothers Plaza Renovation for the City of Waterloo, Iowa in and for said City. All bids shall be submitted to the City Clerk's Office at 715 Mulberry Street. Bids will be publicly opened, livestreamed on YouTube and made available on the city website; and tabulated on said day and hour and will then be **acted on by the City Council at their meeting on the 7th day of February 2022 at 5:30 p.m.** for their consideration and action.

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

A **prebid conference will be held on site on the 29th day of January 2022 at 2:00 p.m.**, to review site conditions. Meet at Five Sullivan Brothers Convention Center, 200 West 4th Street, Waterloo, Iowa, in the Lobby.

A more detailed description of the kinds and approximate quantities of materials and types of construction for which bids will be received are set forth in the Bidding Documents prepared by ISG, of Waterloo, Iowa, which, together with the proposed form of contract, have heretofore been approved by the City Council, and are now on file for public examination at the office of the City Clerk, and are by this reference made part hereof as though fully set out and incorporated herein.

All sealed bids in connection therewith shall be submitted to the City Clerk on or before the time herein set for letting. All proposals shall be made on official proposal forms furnished by the Architect/Engineer and must be enclosed in a separate sealed envelope and plainly identified as to which project it regards and addressed to the City of Waterloo, Iowa. If a bid is to be mailed, the bid envelope shall be sealed in a regular mailing envelope. FAX and E-mail Bids will not be accepted. The Owner reserves the right to reject any or all bids and to waive informalities and to hold and consider the bids for 45 days after the date of the bid opening. The contract will be awarded to the lowest, responsive, responsible bidder.

Each proposal shall be accompanied by a bid bond, certified check, cashier's check or certified share draft in a separate sealed envelope, clearly marked "Bid Bond" or Bid Security", in an amount equal to five percent (5%) of the total amount of the proposal. The certified or cashier's check shall be drawn on a bank in Iowa or a bank chartered under the laws of the United States of America or the certified share draft shall be drawn on a credit union in Iowa or chartered under the laws of the United States and payable to the City. Said check or share draft may be cashed, or the bid bond forfeited as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days of issuance of a Notice of Award and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law. The bid bond should be executed by a corporation authorized to contract as a surety in the State of Iowa and must not contain any conditions either in the body or as an endorsement thereon.

The successful bidder will be required to furnish a corporate surety bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, the payment for materials used in the project and the maintenance of said improvements in good repair for not less than one (1) year from the time of acceptance of said improvements by the City.

Payment of the cost of said project will be made from such cash funds of the City as may be legally used for said purpose at the discretion of the City.

The Contractor will be paid ninety-five per cent (95%) of the Architect's/Engineer's estimate of the value of acceptable work completed at the end of the preceding month. Final payment will be made not less than thirty-one (31) days after completion of the work and acceptance by the City, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.

No such final payment will be due until the Contractor certifies to the City that the materials, labor, and services involved in the final estimate have been paid for in accordance with the requirements stated in the specifications.

The City of Waterloo is exempt from paying Sales and Use Tax and will supply Contractor with an "Iowa Sales Tax Exemption Certificate" and an authorization letter to allow the Contractor to buy equipment and material for the project without paying Sales and Use tax.

The work on this project shall commence March 7th, 2022 after receipt by the contractor of a written notice to proceed and shall be **substantially completed on or before the 29th day of July 2022,** subject to any changes in the contract period as provided for in these specifications and granted by the City Council. The Work on this project shall be **finally completed by, and ready for final payment, on or before the 12th day of August 2022** subject to any changes in the contract period as provided for in these specifications and granted by the City Council.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Plans and specifications governing the construction of the proposed improvements have been prepared by the Architect/Engineer. These plans and specifications, and the proceedings of the City Council referring to and defining said improvements, are hereby made a part of this Notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Copies of said plans and specifications and form of contract are now on file in the office of the City Clerk, for examination by bidders. Copies may also be obtained from Rapids Reproductions, by calling 1-800-383-1223, **upon deposit of two-hundred dollars ($200.00**) which shall be refunded if plans and specifications are returned to Rapids Reproductions, Inc. no later than fourteen (14) days following award of project. If the plans and specifications are not returned within the allotted time and in a reusable condition, the deposit shall be forfeited. Please call ahead to make sure that bidding documents are ready to pick up when you arrive.

Drawings, specifications, and other Bidding Documents may also be obtained online at www.questcdn.com. If you do not already have a free membership, you may sign up for one to gain access to the documents. **The QuestCDN eBidDoc number is 7978016**. There is no fee to access a pdf copy of the documents online.

Documents are viewable at www.questcdn.com and www.ISGInc.com free of charge.

Any bidder or equipment supplier whose firm or affiliate is listed in the GSA publication "List of Parties Excluded from Federal Procurement and Non-procurement Programs" will be prohibited from the bidding process. Anyone submitting a bid who is listed in this publication will be determined to be a non-responsive bidder in accordance with 40 CFR Part 31.

Published upon order of the City of Waterloo, Iowa.

CITY OF WATERLOO, IOWA

BY /s/ Quentin M. Hart
Mayor

ATTEST:
BY /s/ Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Request by 3 Stooges, LLC, for a site plan amendment to the “M-2,P” Planned Industrial District to allow for the construction of three (3) new commercial buildings on their site on Martin Road, located north of 2010 West Ridgeway Avenue.

City Council Meeting: 1/3/2022
Prepared: 12/21/2021

ATTACHMENTS:

Description	Type
Council Packet	Backup Material
Legal Description	Backup Material

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a site plan amendment to the “M-2,P” Planned Industrial District to allow for the construction of three (3) new commercial buildings on their site on Martin Road, located north of 2010 West Ridgeway Avenue.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt the ordinance.

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

Recommended Action: Approval

Summary Statement:

The applicant is requesting to construct 3 new commercial buildings just north of 2010 W Ridgeway Avenue.

The request to construct the commercial buildings would appear to have a positive impact upon the surrounding area as it would appear to be compatible with other industrial development in the area.
The proposed site plan amendment would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area. The site is served by Martin Road, which is a Collector.

The area in question has been zoned “M-2,P” Planned Industrial District since May 3, 2004, when the land was rezoned from “U-1” Unclassified District. Surrounding land uses and their zoning designations are as follows: North – industrial and residential buildings (Cardinal Construction and one residential home), zoned “M-2,P” Planned Industrial District, and "A-1"

Agricultural District.
South – industrial buildings (Denso, Kwik Star fuel blending facility), zoned "M-2,P" Planned Industrial District.
East – industrial buildings (Fahr Beverage and O'Neal Steel), zoned "M-2,P" Planned Industrial District.
West – industrial lots, Leonard Katoski Greenbelt, zoned "M-2,P" Planned Industrial District and "A-1" Agricultural District.

The surrounding area has been designed and developed as an industrial park.
The entire property is located in the 100-year flood plain as indicated per the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0282F, dated July 18, 2011. The proposed building finished floor elevations are shown at 862.5, and the base flood elevation is 858-860.6 in this area. So the buildings meet floodplain development criteria.

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

Neighborhood Impact:

The applicant is requesting to construct three new commercial buildings on the site. The buildings are approximately 8,200 square feet in size. The buildings would be located on the site approximately 65' back from the property line, and the buildings are built to raise the elevations of the finished floors above the flood plain 100-year limit. The northerly most building is 11' from the northern property line, and the southerly most building is 15' from the southerly property line – both meeting setback requirements.
The buildings will have rear loading docks, with overhead doors on the back and front side of buildings. There are office areas and shop areas for each building, to keep options for uses by tenants. The construction is planned in two phases, with two buildings going up this construction season or spring, and the third building in 2022. The exterior siding of the buildings will be metal clad siding, with some windows on the office area, 36" wainscot line on bottom portion.
The buildings are setup with shared access portions, utilizing two curb cuts for the three buildings for entrance to each parking area (each building showing 6 parking spaces) and to the rear side of the lot, with a storage area setup in the rear of buildings, or future expansions.
The area in question is zoned "M-2,P" Planned Industrial District, and this zoning is designed to permit the establishment of industrial parks and to provide for the orderly planned growth of industries on large tracts of land, and allowing greater flexibility and diversification of land uses and building locations. It is also intended that such industrial parks be developed to maximize the potentials of industrial areas and at the same time minimize any adverse effect upon adjacent properties in other zoning districts.
The lot was previously conveyed from the City of Waterloo to 3 Stooges LLC through a Development Agreement as a part of the process for construction and development of the site. .
There is no additional platting needed for the request, as the area for the project has been previously platted.
Therefore, staff recommends that the request for site plan amendment in the "M-2,P" Planned Manufacturing District, be approved for the following reasons:

	1. The request is in conformance with the Comprehensive Plan and Future Land Use Map for this area. 2. The request would not appear to have a negative impact on traffic conditions in the area. 3. The request would not appear to have a negative impact upon the surrounding area.
Data/Analysis and Strategies:	Economic Development and Land Use.
Community Engagement Methods:	The Planning, Programming and Zoning Commission held a public hearing on December 28th, 2021. Notice letter was sent out to property owners on record located with 250-feet of the property in question.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	BROCK THIRD ADDITION LOT 2 EXC N 150 FT THEREOF

REQUEST:	Request by 3 Stooges LLC (Fischels) for a site plan amendment to the “M-2,P” Planned Industrial District to allow for the construction of three new commercial buildings on their site on Martin Road, just north of 201 West Ridgeway Avenue (Denso).
APPLICANT(S):	3 Stooges LLC, PO Box 203, Waterloo, Iowa 50703
GENERAL DESCRIPTION:	The applicant is requesting to construct three new commercial buildings along the western side of Martin Road (Brock 3rd Addition Lot 2, just behind Denso).
SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The request to construct the commercial buildings would appear to have a positive impact upon the surrounding area as it would appear to be compatible with other industrial development in the area.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed site plan amendment would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area. The site is served by Martin Road, which is a Collector.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	There are no trails or sidewalks in the immediate project area. None are recommended for the site development.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area in question has been zoned “M-2,P” Planned Industrial District since May 3, 2004, when the land was rezoned from “U-1” Unclassified District. Surrounding land uses and their zoning designations are as follows: **North** – industrial and residential buildings (Cardinal Construction and one residential home), zoned “M-2,P” Planned Industrial District, and "A-1" Agricultural District. **South** – industrial buildings (Denso, Kwik Star fuel blending facility), zoned “M-2,P” Planned Industrial District. **East** – industrial buildings (Fahr Beverage and O’Neal Steel), zoned “M-2,P” Planned Industrial District. **West** – industrial lots, Leonard Katoski Greenbelt, zoned "M-2,P" Planned Industrial District and "A-1" Agricultural District.
BUFFERS/ SCREENING/ LANDSCAPING REQUIRED:	No buffers would be required. The applicant will need to submit and execute a landscaping plan for the site during the building permit approval process.
DRAINAGE:	It will be necessary that a storm water detention plan is submitted, as well as a SWPPP to the Engineering Department for review and approval. The proposed request would not appear to have a negative impact upon drainage in

	the area if proper storm water detention techniques are put in place.
DEVELOPMENT HISTORY:	The surrounding area has been designed and developed as an industrial park. Building construction: Fahr – 1981, additions: 1998, 2002, 2007 O'Neal – 1990, addition: 1994 Denso - 2004 Kwik Star – 2017 Cardinal – 2019
FLOODPLAIN:	The entire property is located in the 100-year flood plain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0282F, dated July 18, 2011. The proposed building finished floor elevations are shown at 862.5, and the base flood elevation is 858-860.6 in this area. So the buildings meet floodplain development criteria.
PUBLIC /OPEN SPACES/ SCHOOLS:	There are no schools in close proximity to the site. The Leonard Katoski Greenbelt is in close proximity to the site to the west.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	All utilities are in close proximity to the site in Martin Road.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as *Industrial.* The proposed site plan amendment would be in conformance with the Comprehensive Plan and Future Land Use Map for this area.
STAFF ANALYSIS – ZONING ORDINANCE:	The applicant is requesting to construct three new commercial buildings on the site. The buildings are approximately 8,200 square feet in size. The buildings would be located on the site approximately 65' back from the property line, and the buildings are built to raise the elevations of the finished floors above the flood plain 100-year limit. The northerly most building is 11' from the northern property line, and the southerly most building is 15' from the southerly property line – both meeting setback requirements. The buildings will have rear loading docks, with overhead doors on the back and front side of buildings. There are office areas and shop areas for each building, to keep options for uses by tenants. The construction is planned in two phases, with two buildings going up this construction season or spring, and the third building in 2022. The exterior siding of the buildings will be metal clad siding, with some windows on the office area, 36" wainscot line on bottom portion.

The buildings are setup with shared access portions, utilizing two curb cuts for the three buildings for entrance to each parking area (each building showing 6 parking spaces) and to the rear side of the lot, with a storage area setup in the rear of buildings, or future expansions.

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

The lot was previously conveyed from the City of Waterloo to 3 Stooges LLC through a Development Agreement as a part of the process for construction and development of the site. .

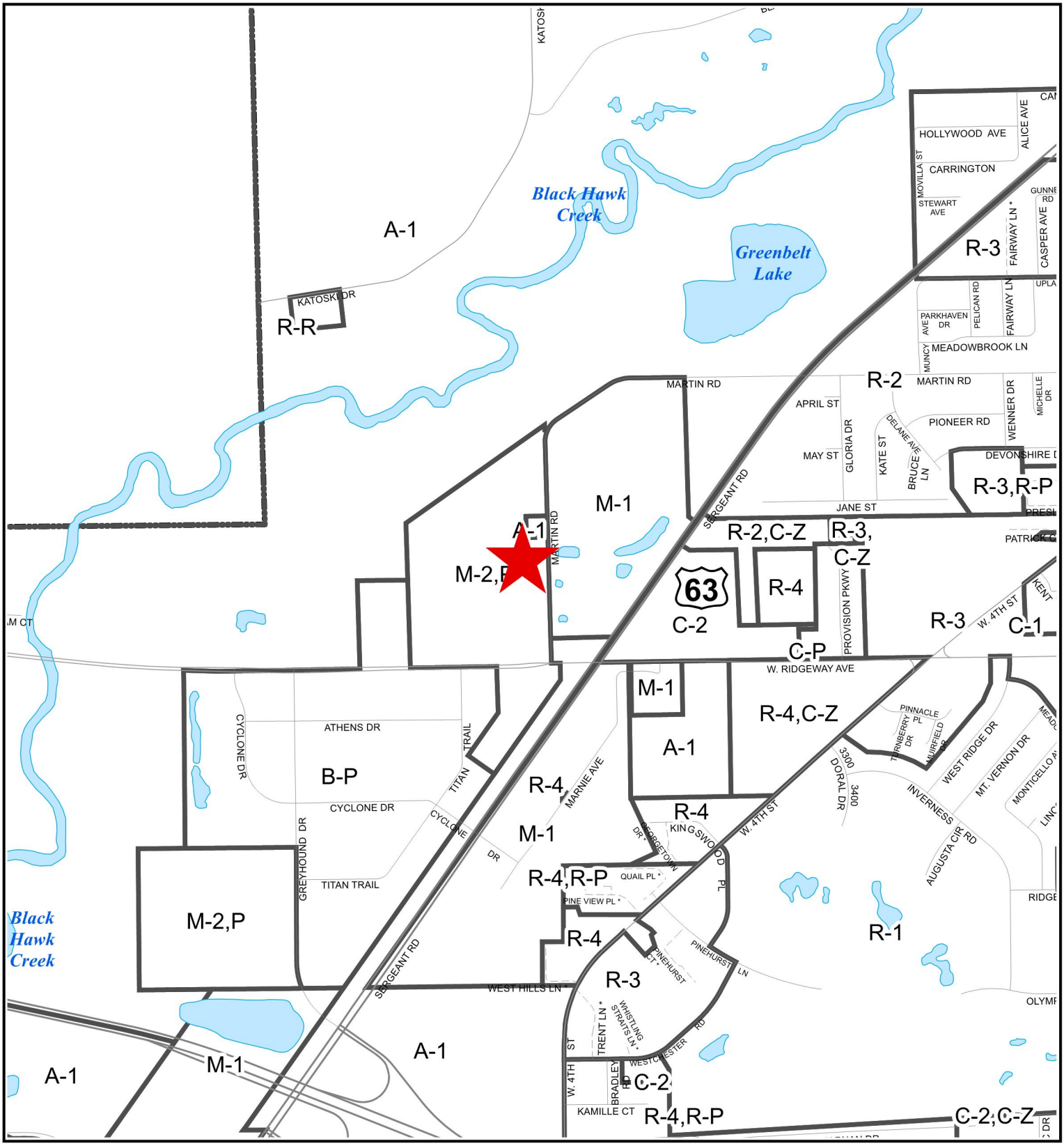
STAFF ANALYSIS – SUBDIVISION ORDINANCE:	There is no additional platting needed for the request, as the area for the project has been previously platted.
TECHNICAL REVIEW COMMITTEE	TBD
STAFF RECOMMENDATION:	Therefore, staff recommends that the request for site plan amendment in the “M-2,P” Planned Manufacturing District, be approved for the following reasons:

1. The request is in conformance with the Comprehensive Plan and Future Land Use Map for this area.
2. The request would not appear to have a negative impact on traffic conditions in the area.
3. The request would not appear to have a negative impact upon the surrounding area.

And with the following conditions(s):

1. That the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, floodplain regulations, setbacks, etc.

City of Waterloo Planning, Programming and Zoning Commission
December 14, 2021



South of 1318 Martin Road
Site Plan Amendement
3 Stooges, LLC

South of 1318 Martin Road
Site Plan Amendment
3 Stooges, LLC

CERTIFICATION

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.

Signature: _____
William J. Claassen, P.E.

Date: 12-02 20 21 License No. 9408

My license renewal date is December 31, 2021

Pages or sheets covered by this seal: 1-2

WILLIAM JOHN CLAASSEN
Licensed
9408
Iowa
Professional Engineer

Wayne Claassen Engineering and Surveying, Inc.
2705 University Avenue • P.O. Box 898 • Waterloo, Iowa 50701
Phone: (319) 235-6294 • Fax: (319) 235-0028

BK. 718 PG. 70 DR. DATE
FILE NO. 4521 CK'D WJC DATE 11.21
DATE PLOTTED: 11.05.21 FILENAME: 3stooges.DWG
REVISIONS:
1.
2.
3.
4.
5.

Martin Road

NE CORNER, SE 1/4, SE 1/4, SEC. 32-T89N-R13W (FOUND 'X' CUT IN CONCRETE)

LOT 01 BROCK THIRD ADDITION

Tract 'B' (0.58 Acres)

DOC. NO. 2009-24074 EXCEPTION:

LAND DEED 569-610

Zone AE

Zone X Shaded

Zone X Shaded

FLOODWAY LIMITS

PROPOSED 8" DIA PERFORATED HDPE OUTLET, ELEV = 850.0

PROPOSED FINISH GRADE (TYP.)

NOTE:
TRACT B AND THE NORTH 150' OF LOT 2 GRADING IS TO BE COMPLETED BY OTHERS.

DRAINAGE EASEMENT

PROPOSED DRAINAGE TILE, 670' OF 8" DIA. PERFORATED DUAL WALL HDPE AT 0.4% SLOPE, IN POROUS BACKFILL

GRAVEL

PCC PAVEMENT

11' BLDG TO PROPERTY LINE

GRASS

FFE=862.5
BFE=858.0

T/W=862.5
RAMP
T/W=862.5

20' E-E PAVING
39' BLDG-BLDG

FFE=862.5
BFE=859.0

20' E-E PAVING
35' BLDG-BLDG

FFE=862.5
BFE=860.6

15' BLDG SETBACK TO PROPERTY LINE

MARTIN ROAD

V BFE=860

A BFE=860.8

Legal Description:
Lot 2, Brock Third Addition,
Waterloo, Black Hawk County, Iowa

0 50' 75' 100' 150'

Construction Site Plan for 3 Stooges, LLC
Overall Plan
Lot 2, Brock Third Addition, Except the North 150'
Waterloo, Iowa

sheet
1

EXCEPTION:
DOC. No. 2009-24074

11' BLDG TO PROPERTY LINE

GRASS

GRASS

GRASS

GRASS

GRASS

DRAINAGE EASEMENT

PROPOSED DRAINAGE TILE, 670' OF 12" DIA. PERFORATED DUAL WALL HDPE AT 0.4% SLOPE, IN POROUS BACKFILL

GRAVEL

1,600' OF SILT FENCE

BUILDING 1
FFE=862.5
BFE=858.0

BUILDING 2
FFE=862.5
BFE=859.0

BUILDING 3
FFE=862.5
BFE=860.6

T/W=862.5
RAMP
T/W=862.5
48' Dock

T/W=862.5
RAMP
T/W=862.5
48' Dock

T/W=862.5
RAMP
T/W=862.5
48' Dock

OHD

20' E-E PAVING
39' BLDG-BLDG

20' E-E PAVING
35' BLDG-BLDG

PCC PAVEMENT

65'

10'

5' (TYP)

25'

40'

25'

40'

18" WATER MAIN

TEL

WV

EX SAN MH
EX RIM ELEV = 860.0
RAISE TO 860.81
8" IN W & N = 853.96
8" OUT E = 853.86

MARTIN ROAD

16" WATER MAIN

PROPOSED 12" DIA. DRAINAGE TILE
INV=852.7
TOP EXIS GRADE = 856.4

15' BLDG SETBACK TO PROPERTY LINE

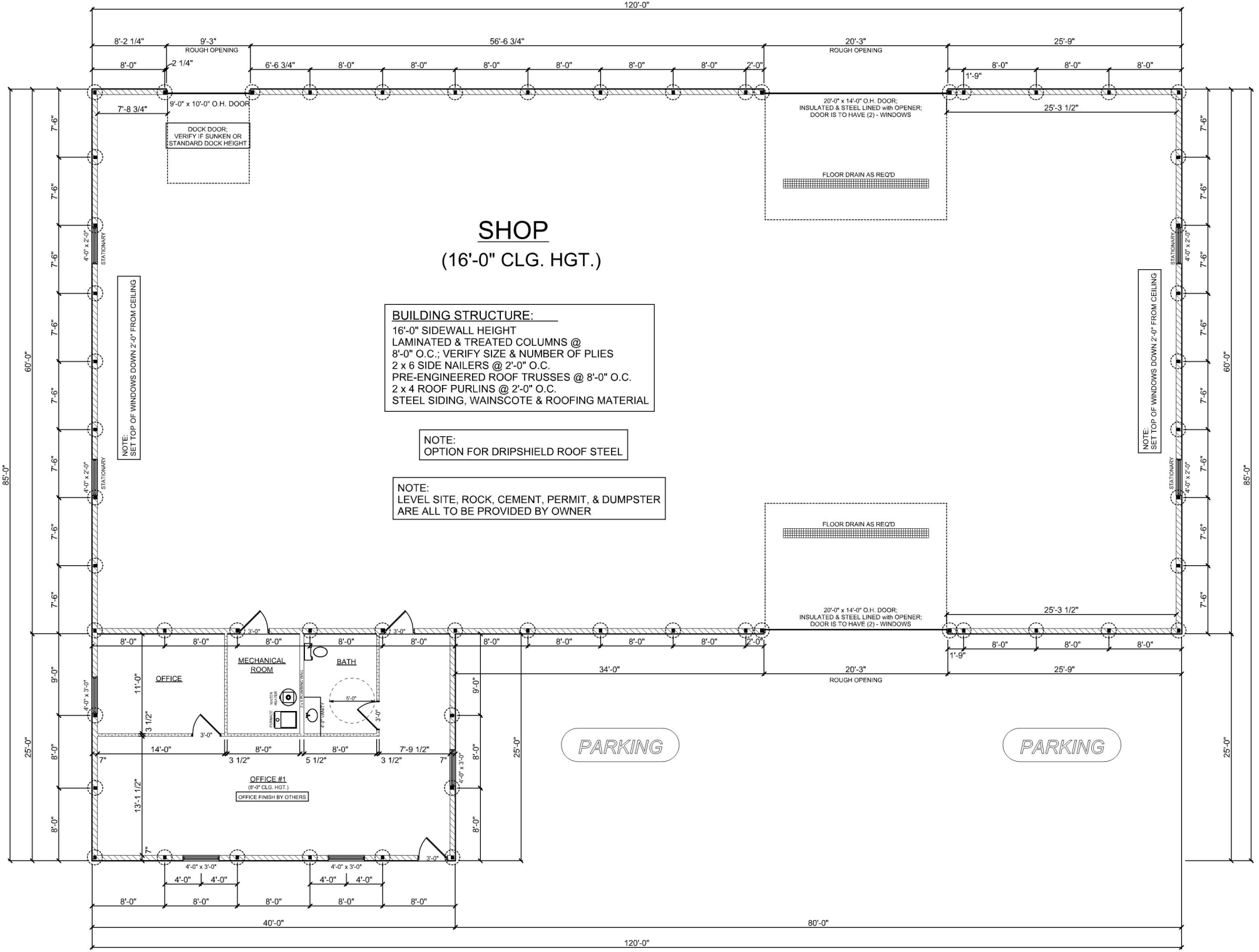
0 50' 75' 100' 150'

Wayne Claassen Engineering and Surveying, Inc.
2705 University Avenue
Waterloo, Iowa 50701
Phone: (319) 235-6294

DR. ____ DATE 11.22.21
PG. ____ CH'D ____ DATE ____
PLOTTED: 11.22.21 PLOT NAME: 3stoogesmartinrd.dwg
FILE NO. ____ REVISIONS
DR. ____
1. ____
2. ____
3. ____
4. ____
5. ____

Construction Site Plan for 3 Stooges, LLC
Site Plan
Lot 2, Brock Third Addition, Except the North 150'
Waterloo, Iowa

sheet
2



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

5-20-20

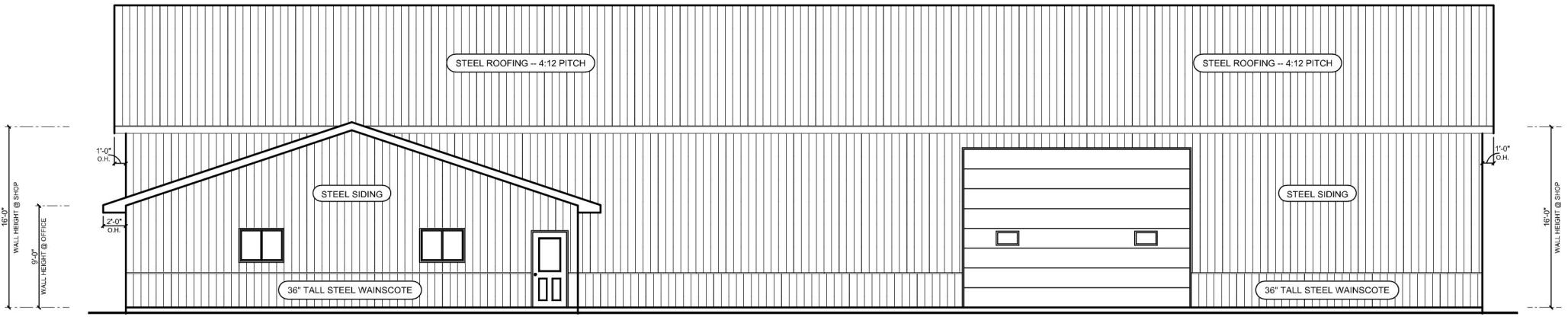
BUILDING LAYOUT

CHRIS FISCHELS POLE BUILDING

SPAHN & ROSE JESUP, IA

THESE PLANS ARE BEING FURNISHED BY SPAHN & ROSE LUMBER COMPANY BY DRAFTSMEN WHO ARE NOT LICENSED ARCHITECTS OR ENGINEERS. CONSTRUCTION FROM THESE PLANS SHOULD NOT BE UNDERTAKEN WITHOUT THE ASSISTANCE OF A CONSTRUCTION PROFESSIONAL. SPAHN & ROSE LUMBER CO. ASSUMES NO RESPONSIBILITY FOR STRUCTURAL OR DIMENSIONAL ERRORS OR OMISSIONS. THE GENERAL CONTRACTOR AND/OR OWNER SHALL ASSUME FULL LIABILITY FOR ACTUAL RE-DIMENSIONS, DETAIL, CONSTRUCTION TECHNIQUES, AND STRUCTURAL REQUIREMENTS IN ACCORDANCE WITH ALL STATE & LOCAL CODES & ORDINANCES. SPAHN & ROSE LUMBER CO. ACCEPTS NO LIABILITY FOR ANY INTERPRETATIONS OF THESE PLANS. THE OWNER AND/OR CONTRACTOR ASSUMES ALL CONTROL, DAMAGES ARE AGREED TO, AND SPAHN & ROSE LUMBER CO. SHALL NOT BE HELD LIABLE FOR ANY DAMAGES. SPAHN & ROSE LUMBER CO. THAT NO WARRANTIES HAVE BEEN PROVIDED, EXPRESS NOR IMPLIED AS TO FAULTY WORKMANSHIP.

MARTIN ROAD DEVELOPMENT



5-20-20

FRONT ELEVATION

CHRIS FISCHELS POLE BUILDING

SPAHN & ROSE JESUP, IA

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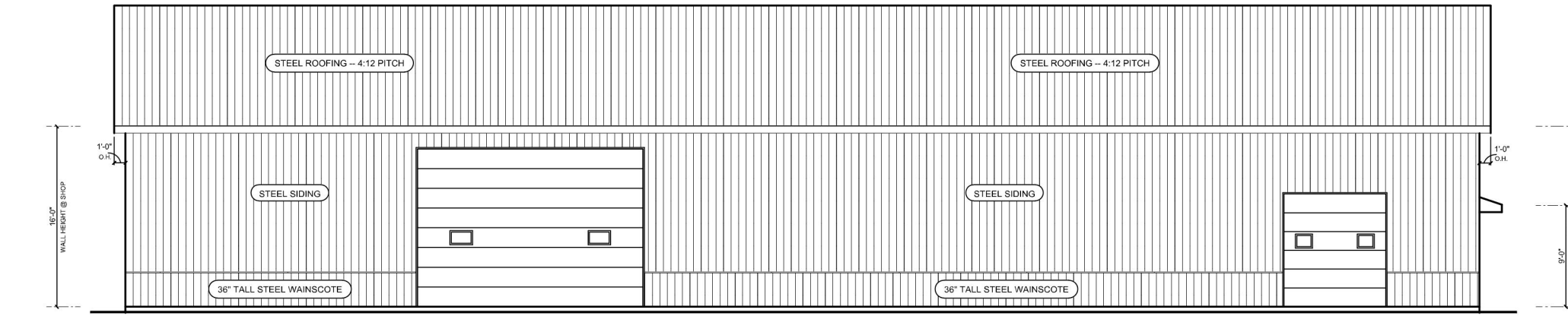
MARTIN ROAD DEVELOPMENT



5-20-20

REAR ELEVATION

CHRIS FISCHELS POLE BUILDING

SPAHN & ROSE JESUP, IA

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MARTIN ROAD DEVELOPMENT

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

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

1. APPLICATION INFORMATION:

a. Applicant's name (please print): 3 Stooges LLC
Address: P.O. Box 203 Phone: 319-830-5000 Fax: 319-291-7000
City: Waterloo State: IA Zip: 50704
Email: Chris@CRFRE.com

b. Status of applicant: (a) Owner X (b) Other _____ (CHECK ONE): If other explain: _____

c. Property owner's name if different than above (please print): N/A
Address: _____ Phone: _____ Fax: _____
City: _____ State: _____ Zip: _____
Email: _____

2. PROPERTY INFORMATION:

a. General location of site plan to be amended: Martin Rd

b. Legal description of property or portion to be amended:
Block third Addition Lot 2 Exc W 150 ft thereof

c. Dimensions of proposed site plan amendment: See Attached
d. Area of proposed site plan amendment: See Attached
e. Current zoning: M-2 P
f. Reason(s) for site plan amendment and proposed use(s) of property:
3 New Building
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.

Signature of Applicant Date Signature of Owner Date

Legal Description:

BROCK THIRD ADDITION LOT 2 EXC N 150 FT THEREOF

CITY OF WATERLOO

Council Communication

Resolution approving the Experience Waterloo Board recommendation for funding in the Partner and Event Hotel/Motel Tax Grant funds for third and fourth quarters of FY 2022, in the amount of $38,000.

City Council Meeting: 1/3/2022
Prepared: 12/22/2021

ATTACHMENTS:

Description	Type
Council Communication	Backup Material

SUBJECT: Resolution approving the Experience Waterloo Board recommendation for funding in the Partner and Event Hotel/Motel Tax Grant funds for third and fourth quarters of FY 2022, in the amount of $38,000.

Submitted by: Submitted By: Tavis Hall, Executive Director of Waterloo Convention and Visitors Bureau

Summary Statement:

The Experience Waterloo Board of Directors is recommending the grant awards for five events happening in the third and fourth quarters of FY22. These grant recommendations total $38,000.00:

Pool and Dart Tournaments - Convention Center - Feb and March, 2022
Recommendation: $20,000.00 - Total Econ Impact: $2,532,646.00

FIRST Robotics - McLeod Center, UNI - March 22-26, 2022
Staff Recommendation: $5,000.00 - Total Econ Impact: $2,167,075.00

VGM Heartland Conference - Waterloo Convention Center - June, 2022
Staff Recommendation: $10,000.00 - Total Econ Impact: $1,465,797.00

Letter Carriers Union - Waterloo Convention Center - April, 2022
Staff Recommendation: $3,000.00 - Total Econ Impact: $286,571.00

Council Communication
City Council Meeting: December 20, 2021
Prepared: December 8, 2021
Dept. Head Signature:
Number of Attachments: 1

SUBJECT: FY22 Q3 & Q4 Hotel/Motel Grant Requests

Submitted by: Tavis Hall, Experience Waterloo

Recommended City Council Action: Approve Experience Waterloo (CVB) board recommendation of $38,000.

Event Summary
The Experience Waterloo Board of Directors is recommending the grant awards for 5 events happening in Q3 & Q4 of FY22. These grant recommendations total $38000

Pool & Dart Tournaments | W'loo Convention Center | Feb & March, 2022
Recommendation: $20,000 | *Total Econ Impact: $2,532,646*

FIRST Robotics | McLeod Center, UNI | March 22-26, 2022
Staff Recommendation: $5,000 | *Total Econ Impact: $2,167,075*

VGM Heartland Conference | W'loo Convention Center | June, 2022
Staff Recommendation: $10,000 | *Total Econ Impact: $1,465,797*

Letter Carriers Union | W'loo Convention Center | April, 2022
Staff Recommendation: $3,000 | *Total Econ Impact: $286,571*

Projected economic impact: $6,452,089
Request: $38,000
ROI (Economic impact based on requested funds): An $38,000 total award for these 4 events would return $169.79 per dollar invested.
Source of Funds: Hotel-motel tax grant funding for FY22
Policy Issue: None

Alternative: Do not provide funding or provide alternate funding amount.

Background Information: The Experience Waterloo Board reviewed all applications and scored based on the project's ability to meet the goals of the grant program:

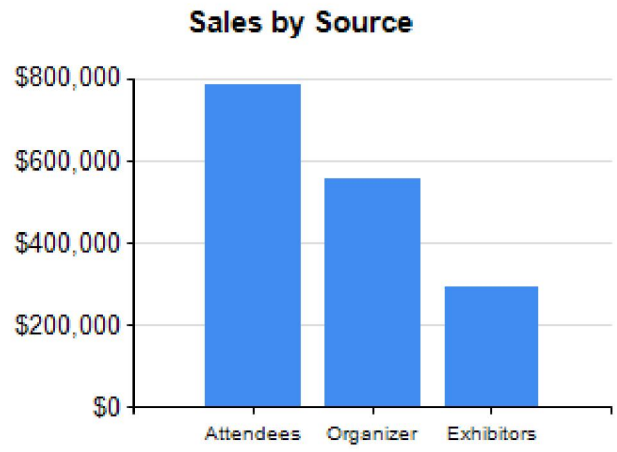
1. Does the project have a significant economic impact / significantly enhance the visitor's experience in Waterloo?
2. Does the project strengthen the perceptions of Waterloo?
3. How important are grant dollars toward ensuring the success of the project?
4. Is the application clear, complete and thought-out?
5. Is the project new, or are there significant changes from previous years?

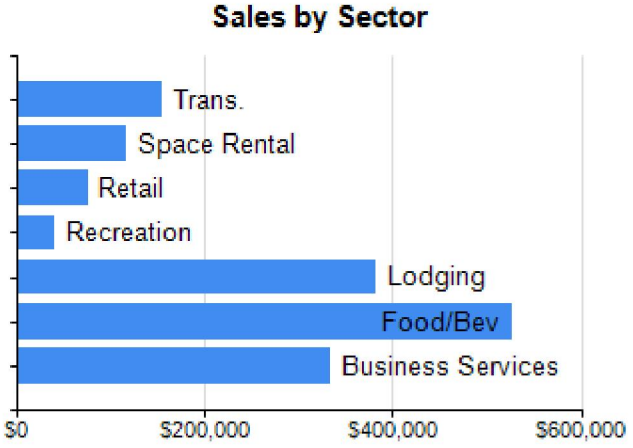
POOL & DART
Event Impact Summary

Destination: Experience Waterloo

Event Parameters		Key Results	
Event Name:	Pool & Dart	Business Sales (Direct):	$1,630,197
Organization:	IOMA	Business Sales (Total):	$2,532,646
Event Type:	Convention	Jobs Supported (Direct):	516
Start Date:	3/3/2022	Jobs Supported (Total):	635
End Date:	3/7/2022	Local Taxes (Total):	$37,240
Overnight Attendees:	2500	Net Direct Tax ROI:	$34,302
Day Attendees:	6000	Estimated Room Demand:	3,181

Direct Business Sales





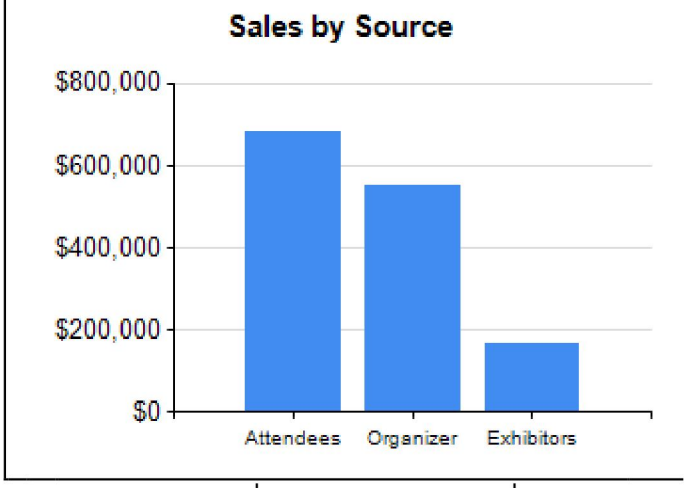
Industry	Attendees	Organizer	Exhibitor	Total
Lodging	$349,921	$31,496	$0	$381,418
Transportation	$98,443	$10,499	$45,701	$154,643
Food & Beverage	$218,011	$212,916	$96,124	$527,051
Retail	$75,513	$0	$0	$75,513
Recreation	$40,720	$0	$0	$40,720
Space Rental	$0	$90,133	$26,506	$116,640
Business Services	$0	$211,126	$123,087	$334,214
TOTAL	$782,608	$556,171	$291,418	$1,630,197

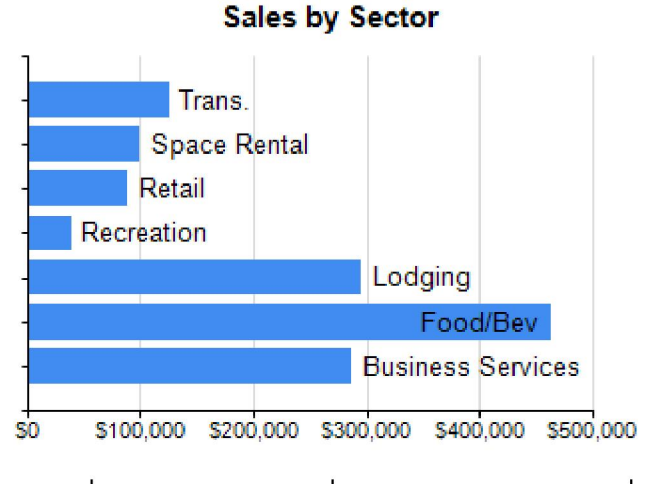
FIRST ROBOTICS
Event Impact Summary

Destination: Experience Waterloo

Event Parameters		Key Results	
Event Name:	FIRST Robotics	Business Sales (Direct):	$1,397,278
Organization:	FIRST	Business Sales (Total):	$2,167,075
Event Type:	Convention	Jobs Supported (Direct):	490
Start Date:	3/23/2022	Jobs Supported (Total):	597
End Date:	3/26/2022	Local Taxes (Total):	$29,198
Overnight Attendees:	1050	Net Direct Tax ROI:	$26,693
Day Attendees:	6050	Estimated Room Demand:	2,599

Direct Business Sales





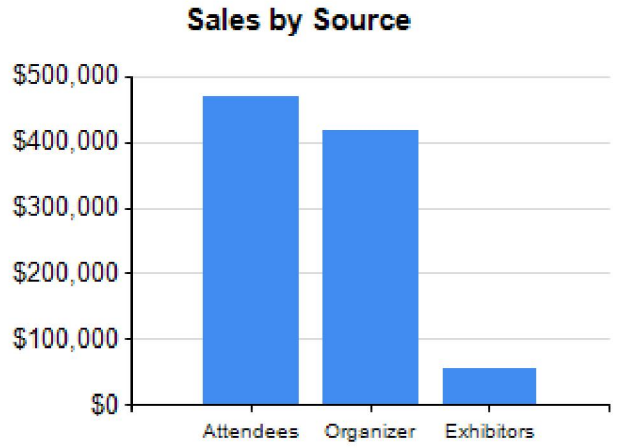
Industry	Attendees	Organizer	Exhibitor	Total
Lodging	$259,902	$35,807	$0	$295,709
Transportation	$87,179	$11,936	$25,847	$124,961
Food & Beverage	$208,115	$200,696	$54,364	$463,175
Retail	$88,884	$0	$0	$88,884
Recreation	$38,192	$0	$0	$38,192
Space Rental	$0	$84,960	$14,991	$99,951
Business Services	$0	$216,792	$69,613	$286,405
TOTAL	$682,272	$550,190	$164,815	$1,397,278

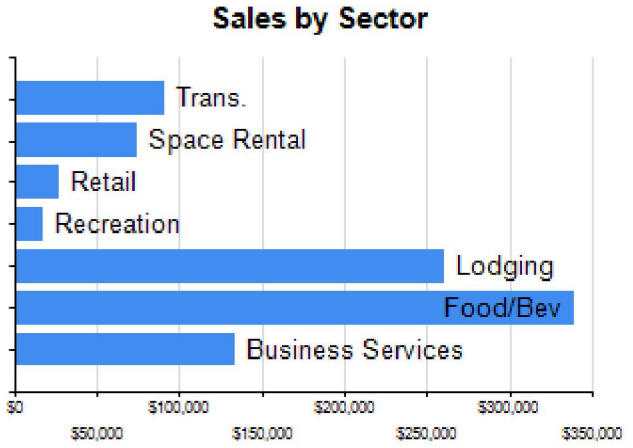
VGM HEARTLAND CONF.
Event Impact Summary

Destination: Waterloo Convention & Visitors Bureau

Event Parameters		Key Results	
Event Name:	Heartland Conference 2022	Business Sales (Direct):	$942,798
Organization:	VGM & Associates	Business Sales (Total):	$1,465,797
Event Type:	Convention	Jobs Supported (Direct):	363
Start Date:	6/8/2022	Jobs Supported (Total):	446
End Date:	6/11/2022	Local Taxes (Total):	$25,447
Overnight Attendees:	900	Net Direct Tax ROI:	$23,745
Day Attendees:	100	Estimated Room Demand:	2,228

Direct Business Sales





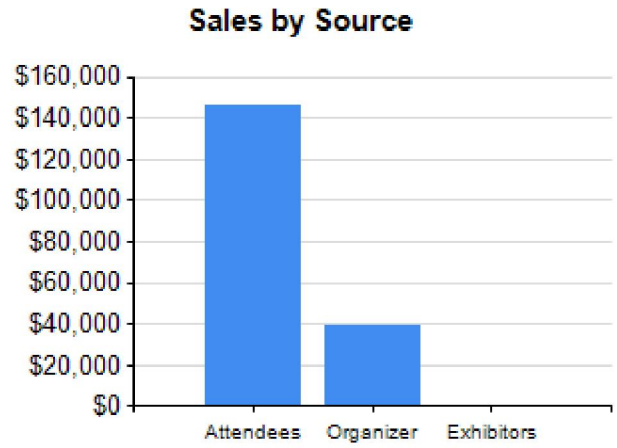
Industry	Attendees	Organizer	Exhibitor	Total
Lodging	$256,190	$4,838	$0	$261,028
Transportation	$80,624	$1,613	$8,951	$91,187
Food & Beverage	$89,232	$231,558	$18,826	$339,615
Retail	$26,821	$0	$0	$26,821
Recreation	$16,921	$0	$0	$16,921
Space Rental	$0	$68,846	$5,191	$74,037
Business Services	$0	$109,082	$24,107	$133,188
TOTAL	$469,787	$415,937	$57,074	$942,798

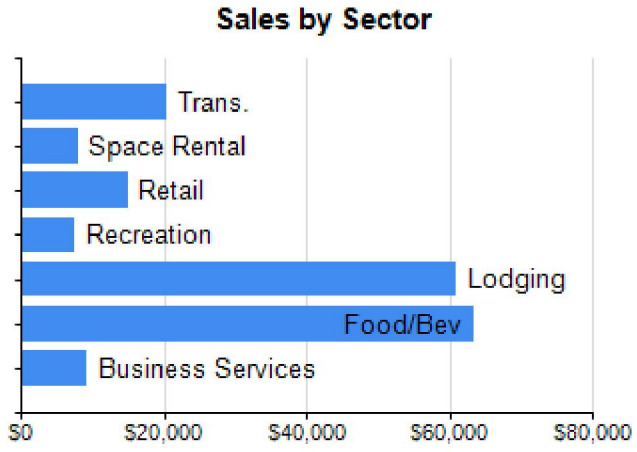
RURAL LETTER CARRIERS
Event Impact Summary

Destination: Experience Waterloo

Event Parameters		Key Results	
Event Name:	B- 2022 Iowa Rural Letter Carriers Association Conference	Business Sales (Direct):	$184,793
Organization:	Iowa Rural Letter Carriers Association (IRLCA)	Business Sales (Total):	$286,571
Event Type:	Business Meeting	Jobs Supported (Direct):	55
Start Date:	6/24/2022	Jobs Supported (Total):	63
End Date:	6/29/2022	Local Taxes (Total):	$6,028
Overnight Attendees:	350	Net Direct Tax ROI:	$5,698
Day Attendees:	200	Estimated Room Demand:	588

Direct Business Sales





Industry	Attendees	Organizer	Exhibitor	Total
Lodging	$58,846	$2,123	$0	$60,969
Transportation	$19,665	$708	$0	$20,372
Food & Beverage	$44,802	$18,594	$0	$63,396
Retail	$15,017	$0	$0	$15,017
Recreation	$7,697	$0	$0	$7,697
Space Rental	$0	$7,987	$0	$7,987
Business Services	$0	$9,356	$0	$9,356
TOTAL	$146,026	$38,768	$0	$184,793

CITY OF WATERLOO

Council Communication

Resolution approving a Grant Agreement with Black Hawk Gaming, in the amount of $400,000, for the Cedar River Lighting Project, and authorizing the Mayor and City Clerk to execute said documents.

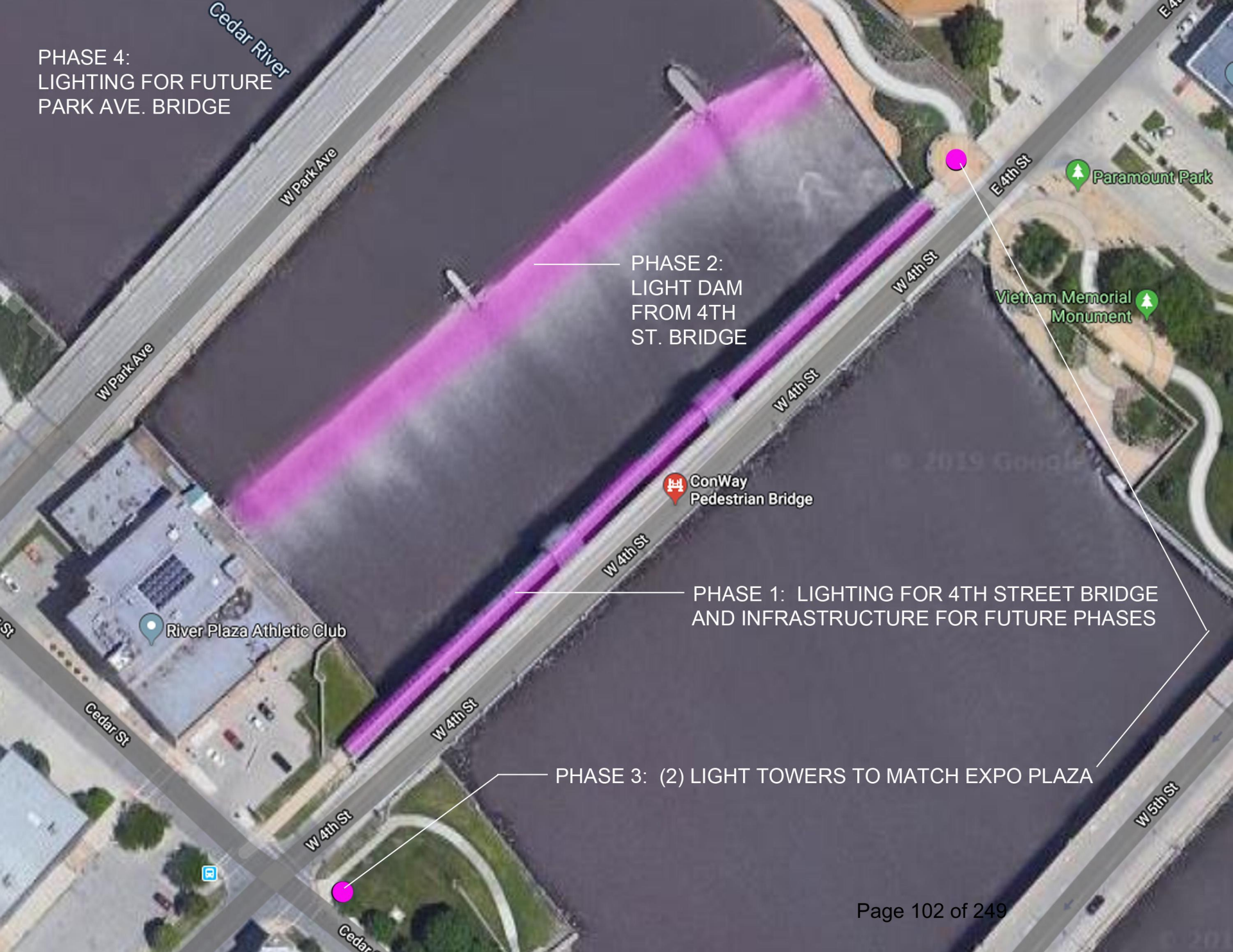
City Council Meeting: 1/3/2022
Prepared: 12/16/2021

ATTACHMENTS:

Description	Type
Cedar River Lighting	Backup Material

SUBJECT:	Resolution approving a Grant Agreement with Black Hawk Gaming, in the amount of $400,000, for the Cedar River Lighting Project, and authorizing the Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Noel Anderson, Community Planing and Development Director
Recommended Action:	Approve grant agreement.
Summary Statement:	The City successfully applied for a $400,000 grant for the Cedar River Lighting project. This is the next step in the grant process. The project will include lighting on the 4th Street Pedestrian Bridge and along the Cedar River dam area to create cascading lights on the waters of the Cedar River. The project would have interior and exterior lighting on the pedestrian bridge, as well as a re-painted interior structure of the pedestrian bridge to maximize reflectivity. The exterior lighting would be designed to specifically aim at, work with, and maximize the waterfall's movements, cascading curtain, and whitewater reflectivity in harmony with the lighting system. The City will also be adding a light components in the amount of $395,000 (not included in total) to the newly constructed Park Avenue Bridge to compliment this idea of River Lighting along Downtown Waterloo. This will involve the providing of lighting along the bridge specific to traffic movements, as well as additional lighting in a neon color and design specific to the exterior appearance of the bridge from the waterway, shore, and along the soon-to-be constructed pedestrian walkways. The added lighting to the Park Avenue Bridge will fit in with the theme of a larger overall plan of bridge lighting to enhance Downtown Waterloo for business development, tourism, and overall use. The neon lighting on Park Avenue Bridge will have same abilities to change colors with other lighting features. Light tower plazas would be located on both sides of the riverfront, creating the East and West Plazas of the riverfront, at the 4th Street Pedestrian Bridge, to further reflect lighting throughout the river corridor. The towers would also be lit, to match up with the color options on the bridge, and have screening and aesthetics in the plaza design to enhance the riverfront locations. The towers will complement the Expo Plaza towers in design and

	appearance. When completed the lighting experience is designed to create an economic development spark, a source of community pride to unite the two sides of the Cedar River, a tool for visitor attraction, a destination for recreation, art, and entertainment. Lighting will be programmed for holidays (red, white, and blue for 4th of July), events (Green for Irish Fest and Deere festivals), and other community celebrations. The bridge lighting project works to continue the positive past projects and momentum (Amphitheatre space, EXPO Plaza, dam improvements, Waterloo Boathouse) which have brought thousands of visitors to the Cedar River area in general, and worked to create the public gatherings spaces and venues that are key to revitalization and investment by others (Art Bloc building now open, 6Comm mixed use building planned) for continued redevelopment of the riverfront.
Neighborhood Impact:	Positive impact upon continued riverfront development
Data/Analysis and Strategies:	Riverfront Renaissance Plan
Expenditure Required/Source of Funds:	Project budget $1,653,544The Waterloo Development Corporation (WDC) will match funds in the amount of $826,772. The City of Waterloo would match remaining funds with $426,772 in bond and TIF funds. $400,000 Gaming grant funds
Alternative:	Not approve


PHASE 4:
LIGHTING FOR FUTURE
PARK AVE. BRIDGE
Cedar River
W Park Ave
W Park Ave
PHASE 2:
LIGHT DAM
FROM 4TH
ST. BRIDGE
E 4th St
Paramount Park
W 4th St
Vietnam Memorial
Monument
W 4th St
ConWay
Pedestrian Bridge
W 4th St
PHASE 1: LIGHTING FOR 4TH STREET BRIDGE
AND INFRASTRUCTURE FOR FUTURE PHASES
River Plaza Athletic Club
Cedar St
W 4th St
PHASE 3: (2) LIGHT TOWERS TO MATCH EXPO PLAZA
W 4th St
W 5th St
Cedar

CITY OF WATERLOO

Council Communication

Resolution approving a Temporary Construction Easement Agreement with Sandra L. Utsler, Angela C. Lund and Danielle Utsler-Stone, in the amount of $394.94, in conjunction with reconstruction of the 11th Street Bridge located at 181 West 11th Street, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 1/3/2022
Prepared: 12/14/2021

ATTACHMENTS:

Description	Type
Temporary Easement Agreement	Backup Material
Easement Plat	Backup Material

SUBJECT:	Resolution approving a Temporary Construction Easement Agreement with Sandra L. Utsler, Angela C. Lund and Danielle Utsler-Stone, in the amount of $394.94, in conjunction with reconstruction of the 11th Street Bridge located at 181 West 11th Street, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Transmitted is a request to enter into a temporary construction easement agreement with Sandra L. Utsler, Angela C. Lund and Danielle Utsler-Stone, in the amount of $394.94, in conjunction with reconstruction of the 11th Street Bridge located at 181 West 11th Street. Attached is a map showing the area of the temporary construction easement and its dimensions. Replacement of the nearly 70 year old bridge will continue the ongoing efforts to continue to enhance Downtown Waterloo adding to all the other successes that have occurred over the years.
Neighborhood Impact:	Replacement of the 11th Street Bridge will have a great impact on Downtown Waterloo and raising the bridge will eliminate the need of flood closures during times of high water.

Data/Analysis and Strategies:

Expenditure Required/Source of $394.94. Federal Bridge Grant, RISE, GO Bonds and Local Option Funds:

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

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (the "Agreement") is entered into as of _____, 2021 by and between Sandra L. Utsler, Angela C. Lund and Danielle Utsler-Stone ("Grantor"), and the City of Waterloo, Iowa ("Grantee").

1. **Grant of Temporary Easement.** In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration in the amount of **$394.94**, 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 January 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 11th Street Bridge and utility improvements (the "**Improvements**"). It is the intention of the parties that Grantee shall assume all responsibility for the construction of the Improvements adjacent to the Premises, and that Grantor shall have no liability relating to the Easement or the Improvements except as may arise from the Grantor's own negligent acts or omissions or willful misconduct.

3. **Grantor Duties and Privileges.** Grantor shall deliver possession of the 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

4. **Tenant Access to Building.** Grantee shall maintain a pedestrian access during the duration of construction, or when no longer necessary, from the alley to the walk-in door facing towards West 11th Street for Grantor's tenants.

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

CITY OF WATERLOO, IOWA

Sandra L. Utsler

By: _____
Quentin M. Hart, Mayor

Angela C. Lund

Danielle Utsler-Stone

Attest: _____
Kelley Felchle, City Clerk

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on December 6, 2021, by Sandra L. Utslter.

Notary Public

NOTARIAL SEAL /IOWA
JON KOLTHOFF
Commission No.770956
My Commission Expires
12/22/23

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on December 6th, 2021, by Angela C. Lund.

Notary Public

NOTARIAL SEAL /IOWA
JODI SHANER
COMMISSION NO. 803165
MY COMMISSION EXPIRES
MARCH 08, 2023

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on 12/09/2021, 2021, by Danielle Utsler-Stone

Debra A. H. Jacobs

Notary Public

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on _____, 2021, by Quentin M. Hart and Kelley Felchle as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____

Notary Public

INDEX LEGEND

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

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

SURVEY REQUESTED BY:
CITY OF WATERLOO

SURVEY LOCATED:
PART OF LOT 5 OF BLOCK 60 IN
ANTHONY BAKER'S ADDITION

PROPERTY OWNER:
SANDRA L UTSLER &
DANILLE UTSLER STONE

SITE ADDRESS:
181 W 11TH STREET
WATERLOO, IOWA 50702

DATE OF SURVEY
4/07/2021

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

Exhibit "A"

ACQUISITION PLAT

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

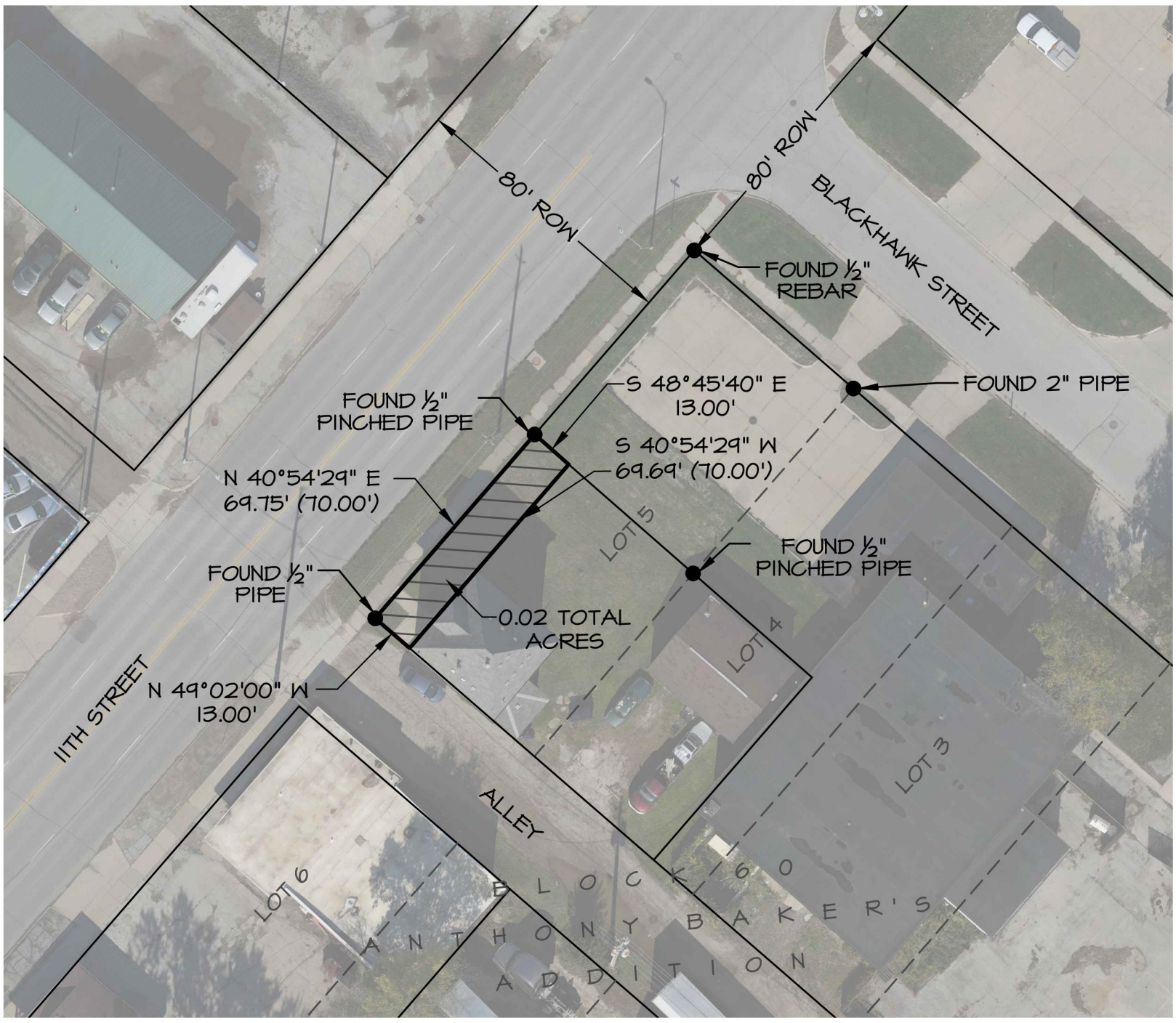
11TH STREET BRIDGE REPLACEMENT

LEGEND

- ● FOUND, AS NOTED
- TEMPORARY EASEMENT
- PROPERTY/ROW LINE
- - - - - ORIGINAL LOT LINE
- (R) RECORD DISTANCE

north

40 0 40



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

Seth A. Whitacre

Seth A. Whitacre

Date 4/07/21 Reg. No. 18379

My license renewal date is December 31, 2022

Pages or sheets covered by this seal: 2

PROFESSIONAL LAND SURVEYOR
SETH A. WHITACRE
18379
IOWA

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

SURVEYOR: SETH A. WHITACRE

PROPRIETOR(S): SANDRA L UTSLER & DANILLE UTSLER STONE

REQUESTOR: CITY OF WATERLOO

LOCATION: PART OF LOT 5 BLOCK 60 OF ANTHONY BAKER'S ADDITION OF WATERLOO, IOWA

SURVEY TYPE: TEMPORARY EASEMENT

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
8380	8380	1"=40'	JMS	SAW	4/07/21	8590.20

REV. 0 UTSLER.DWG SHEET 1 OF 2

Exhibit "A" Cont.

ACQUISITION PLAT

OF TEMPORARY EASEMENT BEING CONVEYED
TO THE CITY OF WATERLOO, IOWA
11TH STREET BRIDGE REPLACEMENT

DESCRIPTION – TEMPORARY EASEMENT

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

A PART OF LOT NUMBER FIVE IN BLOCK SIXTY IN ANTHONY BAKER'S ADDITION TO THE CITY OF WATERLOO, IN BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWEST 13.00 FEET OF THE SOUTHWEST 70.00 FEET OF SAID LOT FIVE, CONTAINING 0.02 ACRES, MORE OR LESS.

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

SURVEYOR: SETH A. WHITACRE

PROPRIETOR(S): SANDRA L UTSLER & DANILLE UTSLER STONE

REQUESTOR: CITY OF WATERLOO

LOCATION: PART OF LOT 5 BLOCK 60 OF ANTHONY BAKER'S ADDITION OF WATERLOO, IOWA

SURVEY TYPE: TEMPORARY EASEMENT

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
8380	8380	1"=40'	JMS	SAW	4/07/21	8590.20

REV.			SHEET	OF
0	UTSLER.DWG		2	2

CITY OF WATERLOO

Council Communication

Resolution approving a Temporary Construction Easement Agreement with C and S Properties, LC, in the amount of $198.63, in conjunction with reconstruction of the 11th Street Bridge located at 185-189 West 11th Street, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 1/3/2022
Prepared: 12/14/2021

ATTACHMENTS:

	Description	Type
	Temporary Easement Agreement	Backup Material
	Easement Plat	Backup Material

SUBJECT:	Resolution approving a Temporary Construction Easement Agreement with C and S Properties, LC, in the amount of $198.63, in conjunction with reconstruction of the 11th Street Bridge located at 185-189 West 11th Street, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Transmitted is a request to enter into a temporary construction easement agreement with C and S Properties, LC, in the amount of $198.63, in conjunction with reconstruction of the 11th Street Bridge located at 185-189 West 11th Street. Attached is a map showing the area of the temporary construction easement and its dimensions. Replacement of the nearly 70 year old bridge will continue the ongoing efforts to continue to enhance Downtown Waterloo adding to all the other successes that have occurred over the years.
Neighborhood Impact:	Replacement of the 11th Street Bridge will have a great impact on Downtown Waterloo and raising the bridge will eliminate the need of flood closures during times of high water.

Data/Analysis and Strategies:

Expenditure Required/Source of $198.63. Federal Bridge Grant, RISE, GO Bonds and Local Option Funds:

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

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (the "Agreement") is entered into as of _____, 2021 by and between C and S Properties, LC ("Grantor"), and the City of Waterloo, Iowa ("Grantee").

1. **Grant of Temporary Easement.** In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration in the amount of **$198.63**, 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 January 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 11th Street Bridge and utility improvements (the "**Improvements**"). It is the intention of the parties that Grantee shall assume all responsibility for the construction of the Improvements adjacent to the Premises, and that Grantor shall have no liability relating to the Easement or the Improvements except as may arise from the Grantor's own negligent acts or omissions or willful misconduct.

3. **Grantor Duties and Privileges.** Grantor shall deliver possession of the 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.

C AND S PROPERTIES, LC

By: _____

Title: Owner C+S Properties

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on 12/13/21, 2021, by George Cooley as Owner of C and S Properties, LC

NOTARIAL SEAL IOWA
CRYSTAL WISENBACH
COMMISSION NO. 785374
MY COMMISSION EXPIRES
AUGUST 04, 2023

_____
Notary Public

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on _____, 2021, by Quentin M. Hart and Kelley Felchle as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____
Notary Public

INDEX LEGEND

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

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

SURVEY REQUESTED BY:
CITY OF WATERLOO

SURVEY LOCATED:
LOT 6 IN BLOCK NO. 60 IN ANTHONY BAKER'S ADDITION, WATERLOO IA

PROPERTY OWNER:
C & S PROPERTIES, L.C.

SITE ADDRESS:
185 W. 11TH ST
WATERLOO, IOWA 50702

DATE OF SURVEY:
04-08-21

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

Exhibit "A"

ACQUISITION PLAT

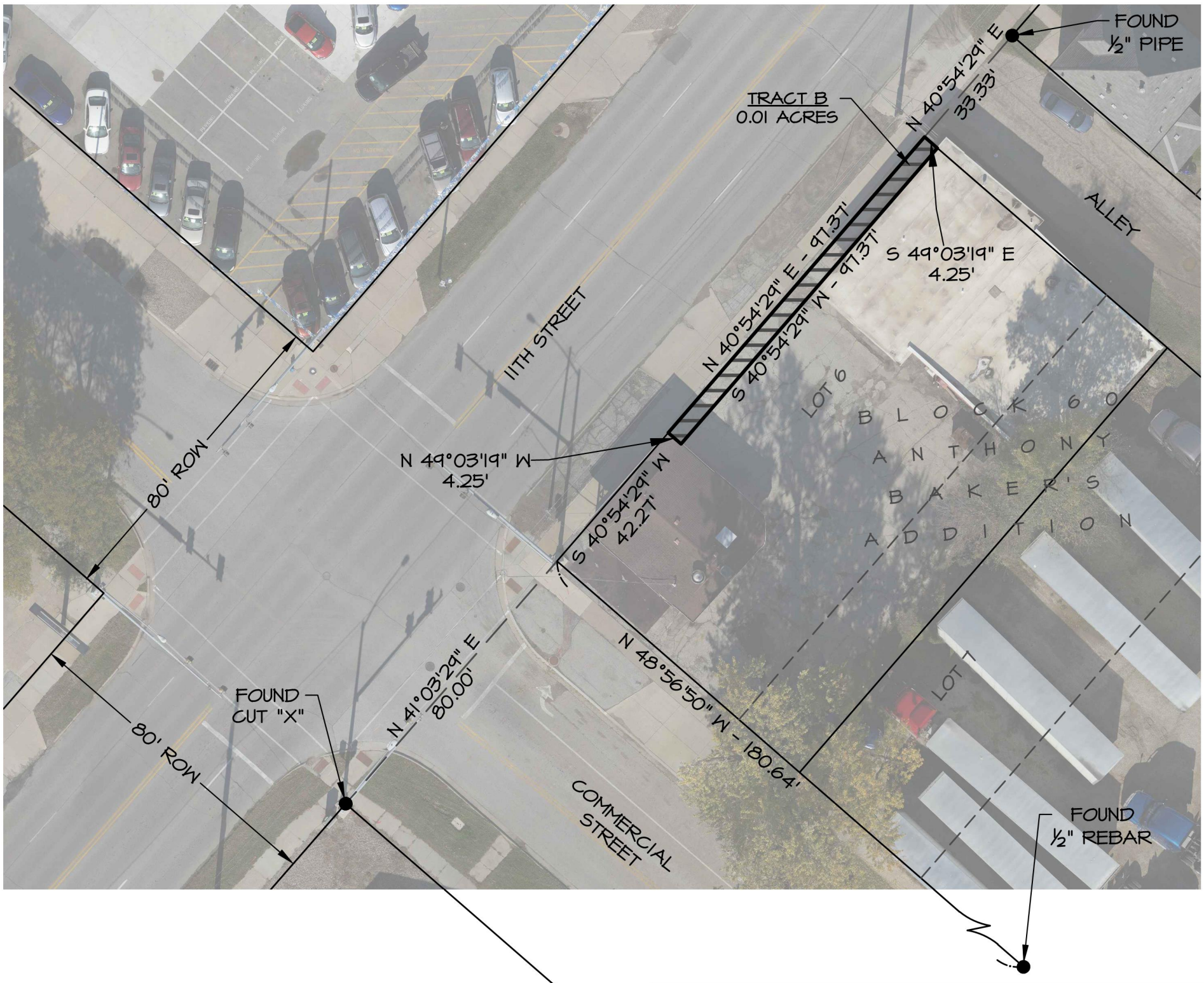
OF TEMPORARY EASEMENT BEING CONVEYED TO THE CITY OF WATERLOO, IOWA 11TH STREET BRIDGE REPLACEMENT

LEGEND

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

north

30 0 30



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

Seth A. Whitacre

Seth A. Whitacre

Date 4/08/21 Reg. No. 18379

My license renewal date is December 31, 2022

Pages or sheets covered by this seal: 2

PROFESSIONAL LAND SURVEYOR
SETH A. WHITACRE
18379
IOWA

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

SURVEYOR: SETH A. WHITACRE

PROPRIETOR(S): C & S PROPERTIES, L.C.

REQUESTOR: CITY OF WATERLOO

LOCATION: LOT 6 IN BLK 60 OF ANTHONY BAKER'S ADD. IN WATERLOO, BLACKHAWK COUNTY, IOWA

SURVEY TYPE: TEMPORARY EASEMENT

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
8380	8380	1"=30'	SAW	GWW	4/8/21	8590.20

REV. 0 | C AND S TRACT B.DWG | SHEET 1 OF 2

Exhibit "A" Cont.

ACQUISITION PLAT

OF TEMPORARY EASEMENT BEING CONVEYED
TO THE CITY OF WATERLOO, IOWA
11TH STREET BRIDGE REPLACEMENT

DESCRIPTION – TEMPORARY EASEMENT

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

TRACT "B" –

A PART OF LOT NUMBER 6 IN BLOCK 60 IN ANTHONY BAKER'S ADDITION TO THE CITY OF WATERLOO, IN BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWEST 4.25 FEET OF THE NORTHEAST 97.37 FEET OF SAID LOT 6, CONTAINING 0.01 ACRES, MORE OR LESS.

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

SURVEYOR: SETH A. WHITACRE

PROPRIETOR(S): C & S PROPERTIES, L.C.

REQUESTOR: CITY OF WATERLOO

LOCATION: LOT 6 IN BLK 60 OF ANTHONY BAKER'S ADD. IN WATERLOO, BLACKHAWK COUNTY, IOWA

SURVEY TYPE: TEMPORARY EASEMENT

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
8380	8380	1"=30'	SAW	GWW	4/8/21	8590.20

REV.					SHEET	OF
0			C AND S TRACT B.DWG		2	2

CITY OF WATERLOO

Council Communication

Resolution approving a Temporary Construction Easement Agreement with Howard Allen Investments, Inc., in the amount of $1,808.61, in conjunction with reconstruction of the Park Avenue Bridge located at the northwest corner the Park Avenue Bride and the Cedar River, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 1/3/2022
Prepared: 12/20/2021

ATTACHMENTS:

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

SUBJECT:	Resolution approving a Temporary Construction Easement Agreement with Howard Allen Investments, Inc., in the amount of $1,808.61, in conjunction with reconstruction of the Park Avenue Bridge located at the northwest corner the Park Avenue Bride and the Cedar River, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Transmitted is a request to enter into a temporary construction easement agreement with Howard Allen Investments, Inc., in the amount of $1,808.61, in conjunction with reconstruction of the Park Avenue Bridge located at northwest corner the Park Avenue Bride and the Cedar River. Attached is a map showing the area of the temporary construction easement and its dimensions. Replacement of the over 80 year old bridge will continue the ongoing efforts to continue to enhance Downtown Waterloo adding to all the other successes that have occurred over the years.
Neighborhood Impact:	Replacement of the Park Avenue Bridge will have a great impact on Downtown Waterloo and the current bridge is in need of many repairs.

Data/Analysis and Strategies:

Expenditure Required/Source of $1,808.61. Federal Bridge Grant, RISE, GO Bonds and Local Option Funds:

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

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (the "Agreement") is entered into as of _____, 2022 by and between Howard Allen Investments, 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 in the amount of **$1,808.61**, the receipt and sufficiency of which is hereby acknowledged Grantor does hereby grant and convey unto Grantee, and Grantee does hereby accept, a temporary easement for purposes relating to construction of the Improvements (the "**Temporary Easement**") in, to, upon, over, across, and beneath the real estate (the "**Temporary Premises**") as set forth on Exhibit "A" attached hereto and by this reference made a part hereof. The Temporary Easement shall expire upon conclusion of all construction, cleanup, and demobilization activities upon the Premises or adjoining the project or at the completion of the project. The Premises and the Temporary Premises are collectively referred to as the "**Easement Premises**."

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

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

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

HOWARD ALLEN INVESTMENTS, INC.

By: _____

Title: Member

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on Dec 15th, 2021, by Howard Allen as Member of Howard Allen Investments, Inc.

LETITIA S PINES
COMMISSION NO. 805311
MY COMMISSION EXPIRES
JULY 13, 2023

Letitia Pines
Notary Public

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on _____, 2021, by Quentin M. Hart and Kelley Felchle as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____
Notary Public

INDEX LEGEND

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

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

SURVEY REQUESTED BY:
CITY OF WATERLOO

SURVEY LOCATED:
A PART OF LOT 10 OF BLOCK 5 AND PART OF VACATED WATER STREET BOTH IN THE ORIGINAL PLAT ON THE EAST SIDE OF THE CEDAR RIVER, IN THE CITY OF WATERLOO

PROPERTY OWNER:
HOWARD L. ALLEN
INVESTMENTS INC.

PARCEL ID:
8913-23-483-003
WATERLOO, IOWA 50703

DATE OF SURVEY:
04-22-21

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

Exhibit "A"

ACQUISITION PLAT

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

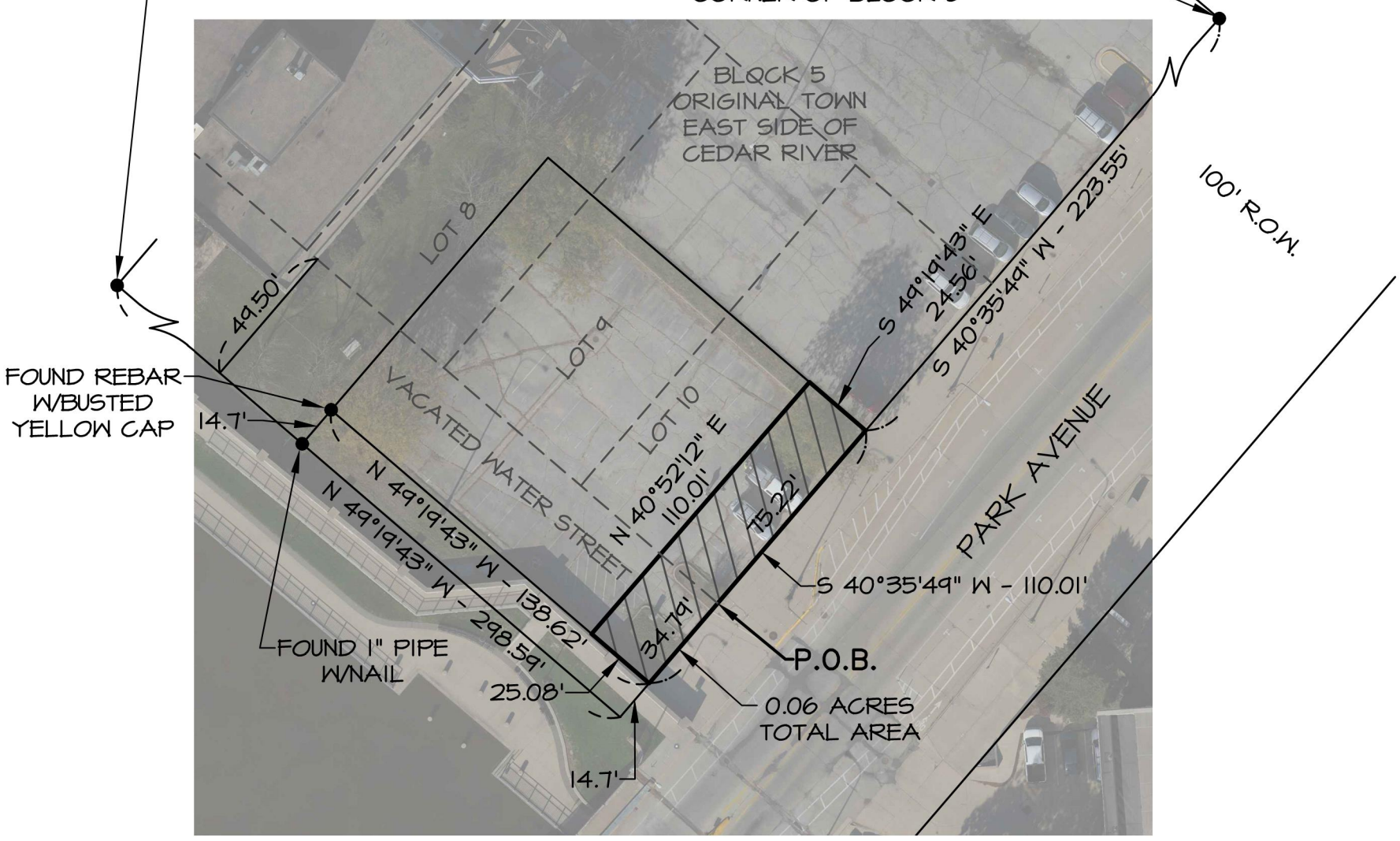
PARK AVENUE BRIDGE REPLACEMENT

LEGEND

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

50 0 50

north



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

Seth A. Whitacre

Date 04/22/21 Reg. No. 18379

My license renewal date is December 31, 2021

Pages or sheets covered by this seal: 2

PROFESSIONAL LAND SURVEYOR
SETH A. WHITACRE
18379
IOWA

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

SURVEYOR: SETH A. WHITACRE

PROPRIETOR(S): HOWARD L. ALLEN INVESTMENTS LLC.

REQUESTOR: CITY OF WATERLOO

LOCATION: A PART OF LOT 10 BLOCK 5 AND PART OF VACATED WATER STREET BOTH IN THE ORIGINAL PLAT ON THE EAST SIDE OF THE CEDAR RIVER, IN THE CITY OF WATERLOO

SURVEY TYPE: TEMPORARY EASEMENT

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
8380	8380	1"=50'	MS	SAW	04/22/21	8590.20

REV.			SHEET	OF
1	ALLEN EASEMENT.DWG		1	2

Exhibit "A" Cont.

ACQUISITION PLAT

OF TEMPORARY EASEMENT BEING CONVEYED
TO THE CITY OF WATERLOO, IOWA
PARK AVENUE BRIDGE REPLACEMENT

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

A PART OF LOT 10 OF BLOCK 5 AND PART OF VACATED WATER STREET BOTH IN THE ORIGINAL PLAT ON THE EAST SIDE OF THE CEDAR RIVER, IN THE CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY OF PARK AVENUE AND THE NORTHEASTELRY RIGHT OF WAY OF VACATED WATER STREET; THENCE SOUTH 40°35'49" WEST 34.79 FEET; THENCE NORTH 49°19'43" WEST 25.08 FEET; THENCE NORTH 40°52'12" EAST 110.01 FEET; THENCE SOUTH 49°19'43" EAST 24.56 FEET; THENCE SOUTH 40°35'49" WEST 75.22 FEET TO THE POINT OF BEGINNING; CONTAINING 0.06 ACRES, MORE OR LESS.

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

SURVEYOR: SETH A. WHITACRE
PROPRIETOR(S): HOWARD L. ALLEN INVESTMENTS LLC.
REQUESTOR: CITY OF WATERLOO
LOCATION: PART OF LOT 10 BLOCK 5 ORIGINAL TOWN & VACATED WATER STREET EAST OF CEDAR RIVER
SURVEY TYPE: TEMPORARY EASEMENT

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
8380	8380	1"=50'	MS	SAW	04/22/21	8590.20

REV.			SHEET	OF
1	ALLEN EASEMENT.DWG		2	2

CITY OF WATERLOO

Council Communication

Resolution approving a Temporary Construction Easement Agreement with U.S. Bank National Association, in the amount of $1,268.47, in conjunction with reconstruction of the Park Avenue Bridge located at the northwest corner the Park Avenue Bridge and the Cedar River, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 1/3/2022
Prepared: 12/20/2021

ATTACHMENTS:

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

SUBJECT:	Resolution approving a Temporary Construction Easement Agreement with U.S. Bank National Association, in the amount of $1,268.47, in conjunction with reconstruction of the Park Avenue Bridge located at the northwest corner the Park Avenue Bridge and the Cedar River, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Transmitted is a request to enter into a temporary construction easement agreement with U.S. Bank National Association, in the amount of $1,268.47, in conjunction with reconstruction of the Park Avenue Bridge located at northwest corner the Park Avenue Bride and the Cedar River. Attached is a map showing the area of the temporary construction easement and its dimensions. Replacement of the over 80 year old bridge will continue the ongoing efforts to continue to enhance Downtown Waterloo adding to all the other successes that have occurred over the years.
Neighborhood Impact:	Replacement of the Park Avenue Bridge will have a great impact on Downtown Waterloo and the current bridge is in need of many repairs.

Data/Analysis and Strategies:

Expenditure Required/Source of $1,268.47. Federal Bridge Grant, RISE, GO Bonds and Local Option Funds:

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

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (the "Agreement") is entered into as of _____, 2022 by and between U.S. Bank National Association, successor by merger to Mercantile Bank of Northern Iowa ("Grantor"), and the City of Waterloo, Iowa ("Grantee").

1. **Grant of Temporary Easement.** In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration in the amount of **$1,268.47** the receipt and sufficiency of which is hereby acknowledged Grantor does hereby grant and convey unto Grantee, and Grantee does hereby accept, a temporary easement for purposes relating to construction of the Improvements (the "**Temporary Easement**") in, to, upon, over, across, and beneath the real estate (the "**Temporary Premises**") as set forth on Exhibit "A" attached hereto and by this reference made a part hereof. The Temporary Easement shall expire upon the earlier of: (i) two (2) years after the date of this Agreement; or (ii) conclusion of all construction, cleanup, and demobilization activities upon the Premises (the "**Easement Term**").

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

3. **Grantor Duties and Privileges.** Grantor shall deliver possession of the Temporary 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 Premises in any way for Grantee's use. During the Easement Term, Grantor shall have no further duty or obligation with respect to the Temporary Premises, except as set forth herein.

4. To the extent allowed by law, Grantee, its employees, agents and contractors hereby indemnify and hold Grantor harmless from and against any injury, expense, damage, liability or claim incurred by Grantor arising directly or indirectly from the entry rights granted by Grantor to Grantee under this Agreement or any act or

omission by Grantee, its agents, employees, servants, contractors, or any other person entering upon the property under express or implied invitation or consent of Grantee. Grantee further agrees to reimburse Grantor for any costs or expenses, including, but not limited to, court costs and reasonable attorney's fees, incurred by Grantor with respect to any such injury, expense, damage, liability or claim.

5. At all times, Grantee, or any vendor entering upon the Temporary Premises, shall maintain at its own cost and expense, a policy of commercial general liability insurance, including contractual liability covering its obligations under this Agreement, with a minimum coverage of $1,000,000 per occurrence and not less than $2,000,000 annual aggregate as to the Temporary Premises. Grantee shall also carry automobile liability coverage, and all required worker's compensation insurance. All liability policies shall also name Grantor as an additional insured. Such insurance shall be purchased from an insurance company licensed to do business in the state where the Temporary Premises is located, with an A.M. Best rating of not less than A-X, and shall be placed with such company and upon such forms as Grantor shall approve.

6. Grantee shall not interfere with Grantor's use and enjoyment of its property. In light of the fact that Grantor operates a retail facility on its property, Grantee shall not (i) block or in any way restrict access to or from Grantor's property; (ii) otherwise cause Grantor's operations on its property to be interfered with or interrupted; or (iii) store material, equipment, or use the Temporary Premises for a staging area. Grantee shall restore the Temporary Premises and return it to Grantor is the same or better condition. All access to the property must be coordinated through the Facility Manager, Mary Malloy, which contact information is on file with the Grantee.

[signature page follows]

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

U.S. BANK NATIONAL ASSOCIATION

By: _____

Title: _____

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

STATE OF _____) ss.
_____ COUNTY)

Acknowledged before me on _____, 2022, by _____ as _____ of U.S. Bank National Association.

_____
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

[see following two (2) pages]

INDEX LEGEND

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

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

SURVEY REQUESTED BY:
CITY OF WATERLOO

SURVEY LOCATED:
PART OF LOT 1 IN BLOCK 1 AND PART OF VACATED CEDAR STREET, ORIGINAL PLAT, WEST SIDE OF THE CEDAR RIVER IN THE CITY OF WATERLOO

PROPERTY OWNER:
MERCANTILE BANK

SITE ADDRESS:
425 CEDAR STREET
WATERLOO, IOWA 50703

DATE OF SURVEY:
02-17-21

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

Exhibit "A"

ACQUISITION PLAT

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

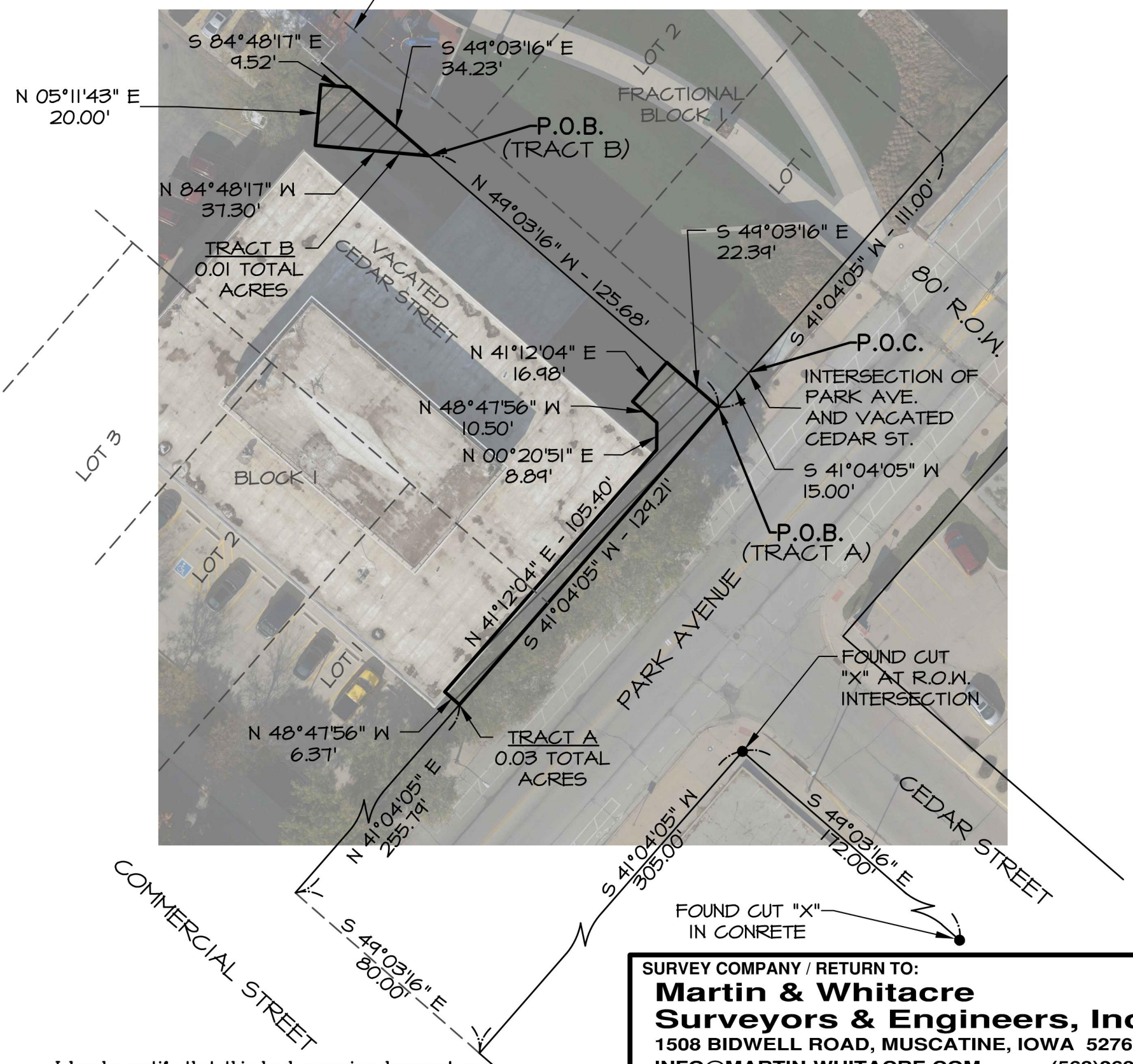
PARK AVENUE BRIDGE REPLACEMENT

north

40 0 40

LEGEND

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



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

Seth A. Whitacre

Seth A. Whitacre

Date 04/15/21 Reg. No. 18379

My license renewal date is December 31, 2022

Pages or sheets covered by this seal: 2

PROFESSIONAL LAND SURVEYOR
SETH A. WHITACRE
18379
IOWA

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

SURVEYOR: SETH A. WHITACRE

PROPRIETOR(S): MERCANTILE BANK

REQUESTOR: CITY OF WATERLOO

LOCATION: PART OF LOT 1 IN BLOCK 1 AND PART OF VACATED CEDAR STREET, ORIGINAL PLAT, WEST SIDE OF THE CEDAR RIVER IN THE CITY OF WATERLOO

SURVEY TYPE: TEMPORARY EASEMENT

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
8380	8380	1"=40'	MS	SAW	04/15/21	8590.20

REV.		SHEET	OF
1	MERCANTILE BANK EASEMENT.DWG	1	2

Exhibit "A" Cont.

ACQUISITION PLAT

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

PARK AVENUE BRIDGE REPLACEMENT

DESCRIPTION – TEMPORARY EASEMENT

THE EASEMENTS GRANTED FOR CONSTRUCTION PURPOSES ARE TO LAND DESCRIBED AS FOLLOWS:

TRACT "A" –

A PART OF LOT 1 IN BLOCK 1 AND PART OF VACATED CEDAR STREET, ALL IN THE ORIGINAL PLAT ON THE WEST SIDE OF THE CEDAR RIVER IN THE CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE PRESENTLY ESTABLISHED NORTHWESTERLY RIGHT OF WAY OF PARK AVENUE AND THE NORTHEASTERLY RIGHT OF WAY OF VACATED CEDAR STREET; THENCE SOUTH 41°04'05" WEST 15.00 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 41°04'05" WEST 129.21 FEET; THENCE NORTH 48°47'56" WEST 6.37 FEET; THENCE NORTH 41°12'04" EAST 105.40 FEET; THENCE NORTH 00°20'51" EAST 8.89 FEET; THENCE NORTH 48°47'56" WEST 10.50 FEET; THENCE NORTH 41°12'04" EAST 16.98 FEET;
THENCE SOUTH 49°03'16" EAST 22.39 FEET TO THE POINT OF BEGINNING; CONTAINING 0.03 ACRES, MORE OR LESS.

TRACT "B" –

A PART OF VACATED CEDAR STREET, IN THE ORIGINAL PLAT ON THE WEST SIDE OF THE CEDAR RIVER IN THE CITY OF WATERLOO, BLACKHAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE PRESENTLY ESTABLISHED NORTHWESTERLY RIGHT OF WAY OF PARK AVENUE AND THE NORTHEASTERLY RIGHT OF WAY OF VACATED CEDAR STREET; THENCE SOUTH 41°04'05" WEST 15.00 FEET; THENCE NORTH 49°03'16" WEST 125.68 FEET TO THE POINT OF BEGINNING; THENCE NORTH 84°48'17" WEST 37.30 FEET; THENCE NORTH 05°11'43" EAST 20.00 FEET; THENCE SOUTH 84°48'17" EAST 9.52 FEET;
THENCE SOUTH 49°03'16" EAST 34.23 FEET TO THE POINT OF BEGINNING; CONTAINING 0.01 ACRES, MORE OR LESS.

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

SURVEYOR: SETH A. WHITACRE

PROPRIETOR(S): MERCANTILE BANK

REQUESTOR: CITY OF WATERLOO

LOCATION: PART OF LOT 1 IN BLOCK 1 AND PART OF VACATED CEDAR STREET, ORIGINAL PLAT, WEST SIDE OF THE CEDAR RIVER IN THE CITY OF WATERLOO

SURVEY TYPE: TEMPORARY EASEMENT

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
8380	8380	1"=40'	MS	SAW	04/15/21	8590.20

REV.		SHEET
1	MERCANTILE BANK EASEMENT.DWG	2 OF 2

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 1/3/2022
Prepared: 12/21/2021

ATTACHMENTS:

	Description	Type
	Signed Purchase Agreement Project Parcel 3 - Miehe	Backup Material
	Hammond Bridge Project Aerial	Backup Material

SUBJECT:	Resolution approving an Acquisition Contract with Burk A. Miehe and Julianne D. Miehe, to acquire 0.81 acres of right-of-way and approving a temporary easement agreement for 0.36 acres, in the amount of $11,178, and up to $1,000 in closing costs, located north of 6216 Hammond Avenue, in conjunction with the Hammond Avenue Sink Creek Bridge Construction Project, and authorizing the Mayor and City Clerk to execute said documents.
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:	$11,178.00 and up to $1,000 in closing costs

ACQUISITION CONTRACT

Project Parcel No. 3
PROJECT Hammond Avenue Sink Creek Bridge Construction

THIS ACQUISITION CONTRACT (the "Contract") is made and entered into as of Nov 15, **2021 by and between Burk A. Miehe and Julianne D. Miehe ("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 **$ 11,178.00**. 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 _____, as 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.

Burk A. Miehe

Julianne D. Miehe

SELLER'S ACKNOWLEDGMENT:
STATE OF Iowa
Black Hawk **County: ss:**

Acknowledged before me on Nov 15, 2021, Burk A. Miehe and Julianne D. Miehe.

DENNIS M. HANSEN
COMMISSION NO. 771456
MY COMMISSION EXPIRES
1-31-24

Notary Public

APPROVAL RECOMMENDED BY:

City Planning Staff (Date)

APPROVED BY:_____ (Mayor) ATTEST:_____ (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

Prepared by: Aric Schroeder, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703 – (319) 291-4366

TEMPORARY EASEMENT AGREEMENT

For consideration received, the undersigned does hereby grant and convey unto the City of Waterloo, Iowa, a temporary easement across the following described property in the City of Waterloo, Black Hawk County, State of Iowa:

See attached Exhibit

in conjunction with improvements related to the Hammond Avenue Sink Creek Bridge Construction Project Parcel 3, together with a right of ingress and egress thereon.

Burk A. Miehe

Julianne D. Miehe

State of Iowa)
Black Hawk County) ss.

Acknowledged before me on Nov 15, 2021, Burk A. Miehe and Julianne D. Miehe.

[Seal]

Notary Public

DENNIS M. HANSEN
COMMISSION NO. 771466
MY COMMISSION EXPIRES
1-31-24

INDEX LEGEND	For County Recorder's use.
General Description: Part of the NE 1/4 of Sec. 22–T88N–R13W, Waterloo Surveyor: David L. Scheil (#16775) Surveying Company: Wayne Claassen Engineering & Surveying, Inc. 2705 University Avenue (P.O. Box 898) Waterloo, Iowa 50704 (319)235–6294 Survey Requested By: Waterloo Water Works Proprietor: Burk A. Miehe & Julianne D. Miehe	

ACQUISITION PLAT

Hammond Avenue Right–of–Way Acquisition

LEGAL DESCRIPTION
Hammond Avenue Right–of–Way Acquisition

That part of Tract "A", Hawkeye Heights Subdivision, which is also part of the Northeast Quarter (NE 1/4) of Section Twenty–two (22), 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 Northeast corner of aforesaid Northeast Quarter (NE 1/4); thence S00°09'37"E Six Hundred Fourteen and Twenty–eight Hundredths (614.28) feet along the East line of said Northeast Quarter (NE 1/4); thence S88°52'53"W Thirty–three (33.00) feet to the Northeast corner of Parcel "A", Document No. 2017–15794 in the Black Hawk County Recorder's Office and to the point of beginning; thence S00°08'50"E Five Hundred Nine and Fifty–nine Hundredths (509.59) feet along said East line of said Parcel "A", to the Southeast corner of aforesaid Tract "A"; thence S88°56'40"W Twenty–seven and Forty–eight Hundredths (27.48) feet along the South line of said Tract "A"; thence N17°16'08"W Two Hundred Twenty–one and Four Hundredths (221.04) feet; thence N05°13'52"E One Hundred Sixty–eight and Ninety–six Hundredths (168.96) feet; thence N09°13'52"E One Hundred Thirty–one and Thirty–nine Hundredths (131.39) feet to North line of aforesaid Parcel "A"; thence N88°52'53"E Fifty–five and Thirty–one Hundredths (55.31) feet along said North line to the point of beginning containing 0.81 Acres.

LEGAL DESCRIPTION
Temporary Construction Easement

An Easement for temporary construction purposes over, under and across that part of Tract "A", Hawkeye Heights Subdivision, which is also part of the Northeast Quarter (NE 1/4) of Section Twenty–two (22), 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 Northeast corner of aforesaid Northeast Quarter (NE 1/4); thence S00°09'37"E Six Hundred Fourteen and Twenty–eight Hundredths (614.28) feet along the East line of said Northeast Quarter (NE 1/4); thence S88°52'53"W Thirty–three (33.00) feet to the Northeast corner of Parcel "A", Document No. 2017–15794 in the Black Hawk County Recorder's Office; thence S00°08'50"E Five Hundred Nine and Fifty–nine Hundredths (509.59) feet along said East line of said Parcel "A" to the Southeast corner of aforesaid Tract "A"; thence S88°56'40"W Twenty–seven and Forty–eight Hundredths (27.48) feet along the South line of said Tract "A" to the point of beginning; thence N17°16'08"W Two Hundred Twenty–one and Four Hundredths (221.04) feet; thence N05°13'52"E One Hundred Sixty–eight and Ninety–six Hundredths (168.96) feet; thence N09°13'52"E One Hundred Thirty–one and Thirty–nine Hundredths (131.39) feet to North line of aforesaid Parcel "A"; thence S88°52'53"W Thirty and Fifty Hundredths (30.50) feet along said North line; thence S09°13'52"W One Hundred Twenty–six and and Ninety–six Hundredths (126.96) feet; thence S05°13'52"W One Hundred Seventy–five and Ninety–seven Hundredths (175.97) feet; thence S17°16'08"E Two Hundred Eighteen and Twenty–eight Hundredths (218.28) feet to the South line of aforesaid Tract "A"; thence N88°56'40"E Thirty–one and Twenty–four Hundredths (31.24) feet along said South line to the point of beginning containing 0.36 Acres.

CES FILE NO. 2720

NOTES:

1. The basis of bearings for this Plat of Survey is the East line of the NE 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. Scheil, P.L.S.

Date: _____, 20____ License No. 16775

Pages or Sheets Covered by this Seal: 2

My license renewal date is December 31, 2020

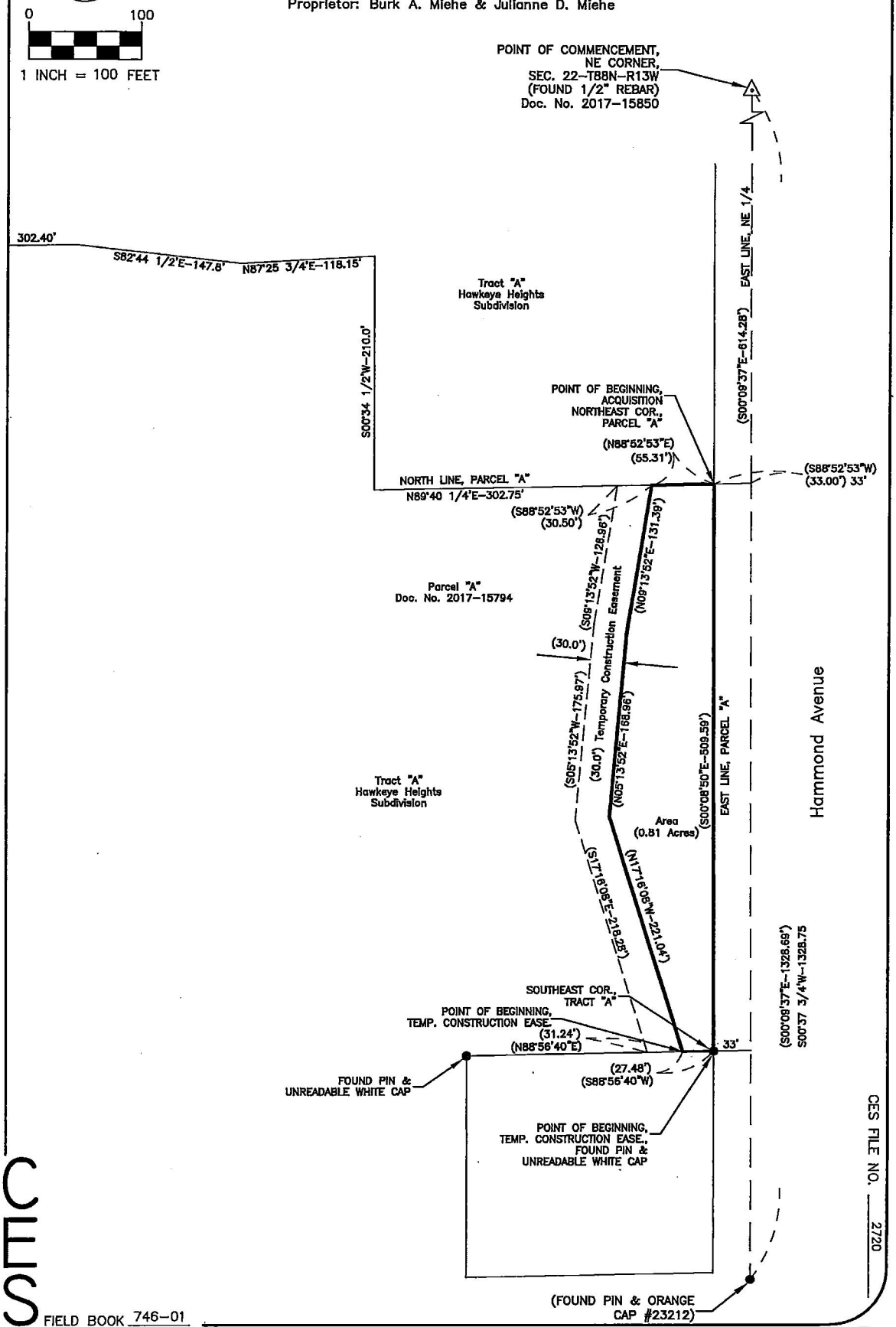
CES FIELD BOOK 746–01

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

SHEET 2 OF 2

Part of the NE 1/4 of Sec. 22-T88N-R13W,
Waterloo, Black Hawk County, Iowa
Survey for: Waterloo Water Works
Proprietor: Burk A. Miehe & Julianne D. Miehe



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

ROBERT & KAY REITER
6216 HAMMOND AVE
PIN 8813-22-226-003

RELOCATED
FIELD DRIVE

HAWKEYE COMMUNITY
COLLEGE FOUNDATION
PIN 8813-23-101-002

CHARLOTTE & ROBERT
TANNREUTHER TRUST
PIN 8813-22-276-001

HAWKEYE COMMUNITY
COLLEGE FOUNDATION
PIN 8813-23-151-003
6323 HAMMOND AVE

HAMMOND AVE

N

0 100 200 Feet

CITY OF WATERLOO

Council Communication

Resolution approving a Professional Services Agreement with Strand Associates of Madison, Wisconsin, in an amount not to exceed $20,000, in conjunction with engineering services for the Wastewater Treatment Plant and Collection Systems Operations Project, and authorizing the Mayor to execute said document.

City Council Meeting: 1/3/2022
Prepared: 12/20/2021

ATTACHMENTS:

	Description	Type
🗋	Memo to Mayor and Council	Backup Material
🗋	Strand Associates Professional Service Agreement	Backup Material

SUBJECT:	Resolution approving a Professional Services Agreement with Strand Associates of Madison, Wisconsin, in an amount not to exceed $20,000, in conjunction with engineering services for the Wastewater Treatment Plant and Collection Systems Operations Project, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Brian Bowman, Treatment Operations Supervisor
Recommended Action:	Approve agreement
Expenditure Required/Source of Funds:	$20,000.00 Sewer Funds

CITY OF WATERLOO, IOWA

WASTE MANAGEMENT SERVICES DEPARTMENT

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

Brian Bowman, Operations Supervisor

December 20, 2021

Memo to Waterloo Mayor and City Council:

RE: Agreement for General Services 2022 Wastewater Treatment Plant and Collection System Operations Consulting.

Background Discussion:

This agreement will provide general engineering support services relating to Assistance/Operational issues and Wastewater collection infrastructure. Strand and Associates will assist in interpreting Operational and related data and consult on wastewater strategy with staff so that National Pollutant Discharge Elimination System, (NPDES), permit compliance can be achieved.

Services will begin upon execution of the Agreement and are scheduled for completion on December 31, 2022.

Recommended Action:

It is recommended that the City Council approve the agreement with Strand and Associates in the amount of $20,000.

75 of years
EXCELLENCE IN ENGINEERING

STRAND ASSOCIATES®
Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843

December 14, 2021

City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

Attention: Mr. Brian Bowman, Treatment Operations Supervisor

Re: Agreement for General Services
2022 Wastewater Treatment Plant and Collection System Operations Consulting

This is an Agreement between the City of Waterloo, Iowa, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide engineering services (Services) for the Wastewater Treatment Plant (WWTP) and Collection Systems Operations project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide on-call general engineering support services to OWNER as directed and authorized by OWNER's Representative in writing including responding to OWNER's questions, reviewing OWNER-provided operational and related data, consulting with OWNER regarding WWTP and collections system operations, and consulting with OWNER on related wastewater infrastructure and operational issues. OWNER may request that ENGINEER establish a scope and fee for specific services for review and approval prior to starting services or may direct ENGINEER in writing to proceed with defined services without preset limits.

Authorization and Commitment

OWNER's Representative shall authorize services requested under **Scope of Services**. ENGINEER agrees to provide requested services upon receipt of authorization from OWNER via e-mail or letter prior to starting the requested services.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.

2. Bidding- and Construction-Related Services: Bidding- and construction-related services for the project will require a separate agreement with OWNER.

3. Drawings and Specifications: Final design services including drawings and specifications, if provided by ENGINEER, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

5. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.

6. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.

7. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.

8. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Services on an hourly rate basis plus expenses an estimated fee of $20,000. ENGINEER will provide requested services up to the estimated fee. An amendment will be required if the requested services exceed the estimated fee.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of January 3, 2022. Services are scheduled for completion on December 31, 2023.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.

2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.

3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.

4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.

5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.

6. Provide all legal services as may be required for the development of this project.

7. Pay all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.

3. If there is a modification of Iowa Department of Natural Resources requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Iowa.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:		OWNER:	
STRAND ASSOCIATES, INC.®		CITY OF WATERLOO	
Joseph M Bunker 12/14/2021			
Joseph M. Bunker Corporate Secretary	Date	Quentin M. Hart Mayor	Date

CITY OF WATERLOO

Council Communication

Resolution approving a request by the City of Waterloo for the Final Plat of Borwig Addition, a 6-lot residential subdivision located south of 203 Fairfield Street.

City Council Meeting: 1/3/2022
Prepared: 12/21/2021

ATTACHMENTS:

Description	Type
City Council Packet	Backup Material

SUBJECT: Resolution approving a request by the City of Waterloo for the Final Plat of Borwig Addition, a 6-lot residential subdivision located south of 203 Fairfield Street.

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

The Planning and Zoning Commission unanimously recommended approval of the Final Plat request at their regular meeting on October 12, 2021.

Recommended Action: Therefore, staff recommends that the final plat for the Borwig Addition be approved for the following reasons:

1. The plat should have a positive impact on the surrounding area.
2. The plat should not have a negative impact on traffic conditions in the area.
3. The plat will create additional infill development lots.

The applicant is requesting to subdivide for the development of 6 residential lots, just south of 203 Fairfield Street.

The request for a final plat would not appear to have a negative impact upon the surrounding area. It would appear that the proposed residential uses would blend well with the surrounding neighborhood which consists of single family homes.

The area in question is zoned “R-2” One and Two Family Residence District and has been zoned as such since the adoption of Zoning Ordinance No. 2479 in 1969. The development in question is comprised of two lots that have numerous trees.

Surrounding land uses and their zoning designations are as follows:

North – Single Family Homes, zoned “R-2, One and Two Family Residence District.
South – Single Family Homes and school ground, zoned “R-2, One and Two Family Residence District and “A-1” Agricultural District.
East – Single Family Homes, zoned “R-2, One and Two Family Residence

Summary Statement:	District. **West** – Single Family Homes and Cedar River Park Ground, zoned "R-2, One and Two Family Residence District and "A-1" Agricultural District. The final plat is consistent with the Future Land Use Map which designates this area as Low Density Residential. The project also supports Land Use Goal Number 4, in which the community should work to offer a variety of housing opportunities to residents, and is a good infill housing project. The applicant is requesting to develop six lots along a proposed cul-de-sac south of where Fairfield Street currently dead-ends. The size of the lots range in size from 11,192 SF to 19,651 SF, with an average lot size of 15,506 SF. Each property shows a 10' utility easement in the front yard. The final plat contains legal description, property and building line dimensions, date, adjoining subdivisions, easements, right-of-way widths, and proper land sequence. A deed of dedication, engineer's certificate of survey, contract, and petition and waiver bonds have been submitted.The submitted final plat appears to meet the guidelines as put forth by the Subdivision Ordinance. The final plat request would not appear to have an impact on drainage in the area. The final plat denotes approximately a 1,400 square feet drainage easement and storm water management area along the southern boundary of the proposed development. There is a storm water management area along the north side of lot 6. There are also 10' utility and drainage easements along the northern, eastern, western, and southern boundaries of the development. There are also 5' drainage & utility easements along each lot property line.
Neighborhood Impact:	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 0188F, dated July 18, 2011. The property is Zone X protected by levee. There is also a 8" sanitary sewer main, 6" water main, and 18" storm sewer underneath Fairfield Street that can be extended to the development.
Data/Analysis and Strategies:	Subdivision Ordinance
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Borwig Addition, being a replat of portions of Lots F and G, Cedar Dale, City of Waterloo, Black Hawk County, State of Iowa, and being more particularly described as follows: Beginning at the northwest corner of Lot F, Cedar Dale; thence North 88°20'00" East 156.76 feet along the north line of said Lot F to the east line of the west half of the west half of Lot F; thence South 00°22'21" East 330.08 feet along said east line to the south line of the north 330 feet of said west half of the west half of Lot F; thence South 88°20'00" West 156.79 feet along the south line of the said north 330 feet of the west half of the west half

of Lot F to the west line of said Lot F; thence North 85°14'30” West 178.72 feet to the west line of the east 178 feet of Lot G; thence North 00°24'15” West 310.08 feet along the said west line of the east 178 feet of Lot G to the north line of Lot G; thence North 88°20'00” East 178.25 feet along said north line of Lot G to the point of beginning, containing 2.50 acres.
The parcel described being comprised of parcels previously described in file numbers 2020-17233 and 2021-7218 in the records of the Black Hawk County Recorder's Office.

REQUEST: Request by the City of Waterloo on behalf of Tom Borwig for the final plat of Borwig Addition, a 6-lot residential subdivision located south of 203 Fairfield Street.

APPLICANT: City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703

GENERAL DESCRIPTION: The applicant is requesting to subdivide for the development of 6 residential lots, just south of 203 Fairfield Street.

IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:

The request for a final plat would not appear to have a negative impact upon the surrounding area. It would appear that the proposed residential uses would blend well with the surrounding neighborhood which consists of single family homes.

Picture 1: Looking north from Fairfield Street.

VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:

The proposed final plat would not appear to have a negative impact upon on the surrounding traffic conditions in the area. The proposed development would be served by Cedar Bend Street, Virginia Street, and Fairfield Street, which are classified as local streets. There are no sidewalks in the immediate vicinity, but sidewalks are being shown on the proposed lots.

RELATIONSHIP TO RECREATIONAL TRAIL PLAN:

The Cedar Valley Lakes Trail runs along the south side of Cedar Bend Street.

ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:

The area in question is zoned “R-2” One and Two Family Residence District and has been zoned as such since the adoption of Zoning Ordinance No. 2479 in 1969. The development in question is comprised of two lots that have numerous trees.

Surrounding land uses and their zoning designations are as follows:

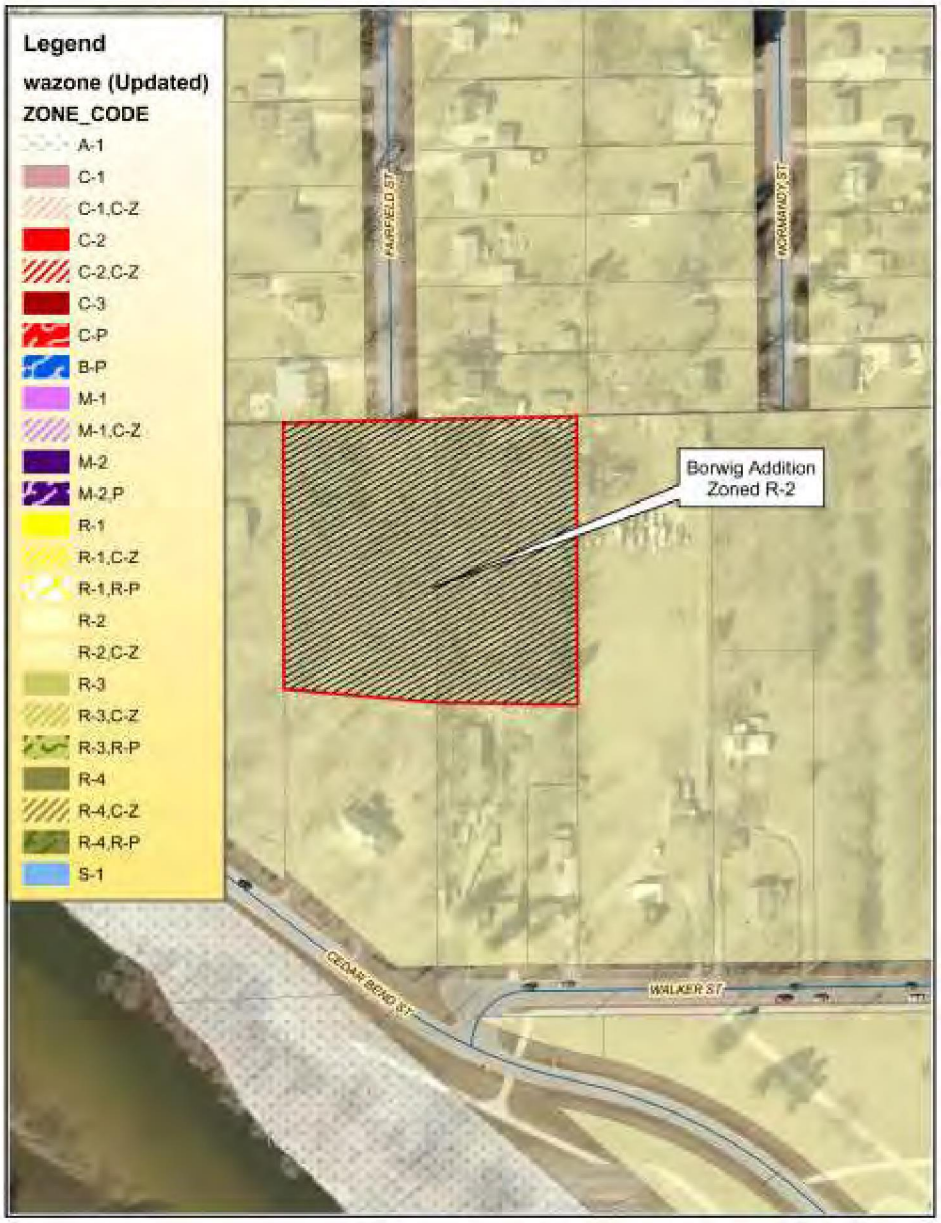
North – Single Family Homes, zoned “R-2, One and Two Family Residence District.

South – Single Family Homes and school ground, zoned “R-2, One and Two Family Residence District and “A-1” Agricultural District.

East – Single Family Homes, zoned “R-2, One and Two Family Residence District.

West – Single Family Homes and Cedar River Park Ground, zoned “R-2, One and Two Family Residence District and “A-1” Agricultural

District.



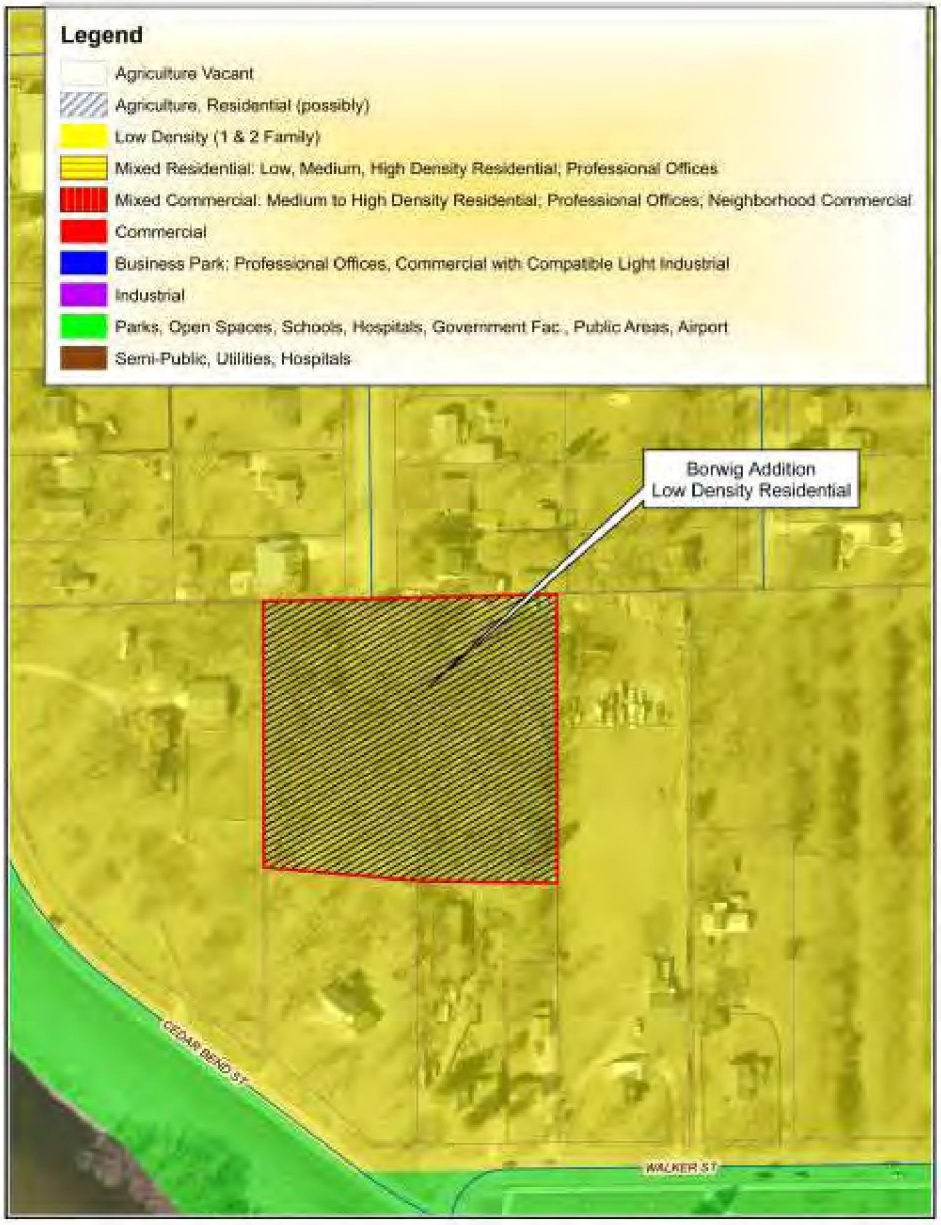
DEVELOPMENT HISTORY: The surrounding area consists predominately of single family homes, with development occurring from the 1910s – 1950s.

Picture 2: 203 Fairfield Street

BUFFERS/ SCREENING REQUIRED:	No buffers would be required as a part of this plat request.
DRAINAGE:	The final plat request would not appear to have an impact on drainage in the area. The final plat denotes approximately a 1,400 square feet drainage easement and storm water management area along the southern boundary of the proposed development. There is a storm water management area along the north side of lot 6. There are also 10’ utility and drainage easements along the northern, eastern, western, and southern boundaries of the development. There are also 5’ drainage & utility easements along each lot property line.
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 0188F, dated July 18, 2011. The property is Zone X protected by levee.
PUBLIC /OPEN SPACES/ SCHOOLS:	Lincoln Elementary School is located approximately 450 feet to the southeast, George Washington Carver Academy is located 1.25 miles to the east, and East High is approximately 2 miles to the southeast of the final plat area. Cedar Bend Park is located 600 feet south of the final plat area.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC	There is also an 8” sanitary sewer main, 6” water main, and 18” storm sewer underneath Fairfield Street that can be extended to the development.

RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:

The final plat is consistent with the Future Land Use Map which designates this area as Low Density Residential. The project also supports Land Use Goal Number 4, in which the community should work to offer a variety of housing opportunities to residents, and is a good infill housing project.



STAFF ANALYSIS – ZONING ORDINANCE:

The applicant is requesting to develop six homes along a proposed cul-de-sac south of where Fairfield Street currently dead-ends. The size of the lots range in size from 11,192 SF to 19,651 SF, with an average lot size of 15,506 SF. Each property shows a 10’ utility easement in the front yard.

Picture 3: Looking south from Fairfield Street

The final plat contains legal description, property and building line dimensions, date, adjoining subdivisions, easements, right-of-way widths, and proper land sequence.

The Planning and Zoning Commission unanimously approved the final plat request at their regular meeting on October 12, 2021.

STAFF ANALYSIS – SUBDIVISION ORDINANCE:

The submitted final plat appears to meet the guidelines as put forth by the subdivision ordinance. The deed of dedication, certificate of survey, contact, and petition and waiver have been submitted.

Picture 4: Looking southeast from Fairfield Street.

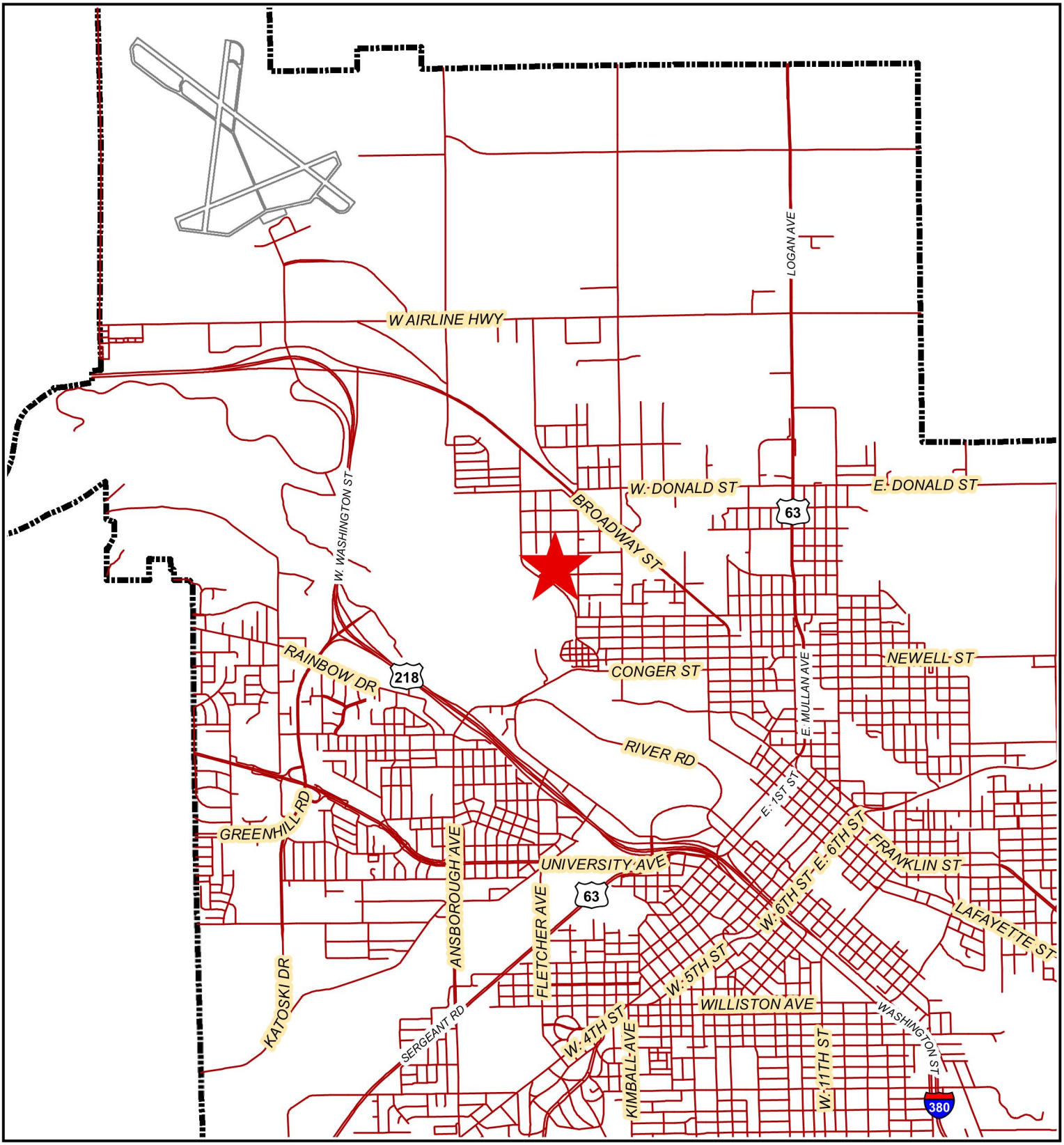
STAFF RECOMMENDATION:

Therefore, staff recommends that the final plat for the Borwig Addition be approved for the following reasons:

1. The plat should have a positive impact on the surrounding area.
2. The plat should not have a negative impact on traffic conditions in the area.
3. The plat will create additional infill development lots.

South of 203 Fairfield Street
Final Plat
Borwig Addition
City of Waterloo

City of Waterloo City Council
January 3, 2022



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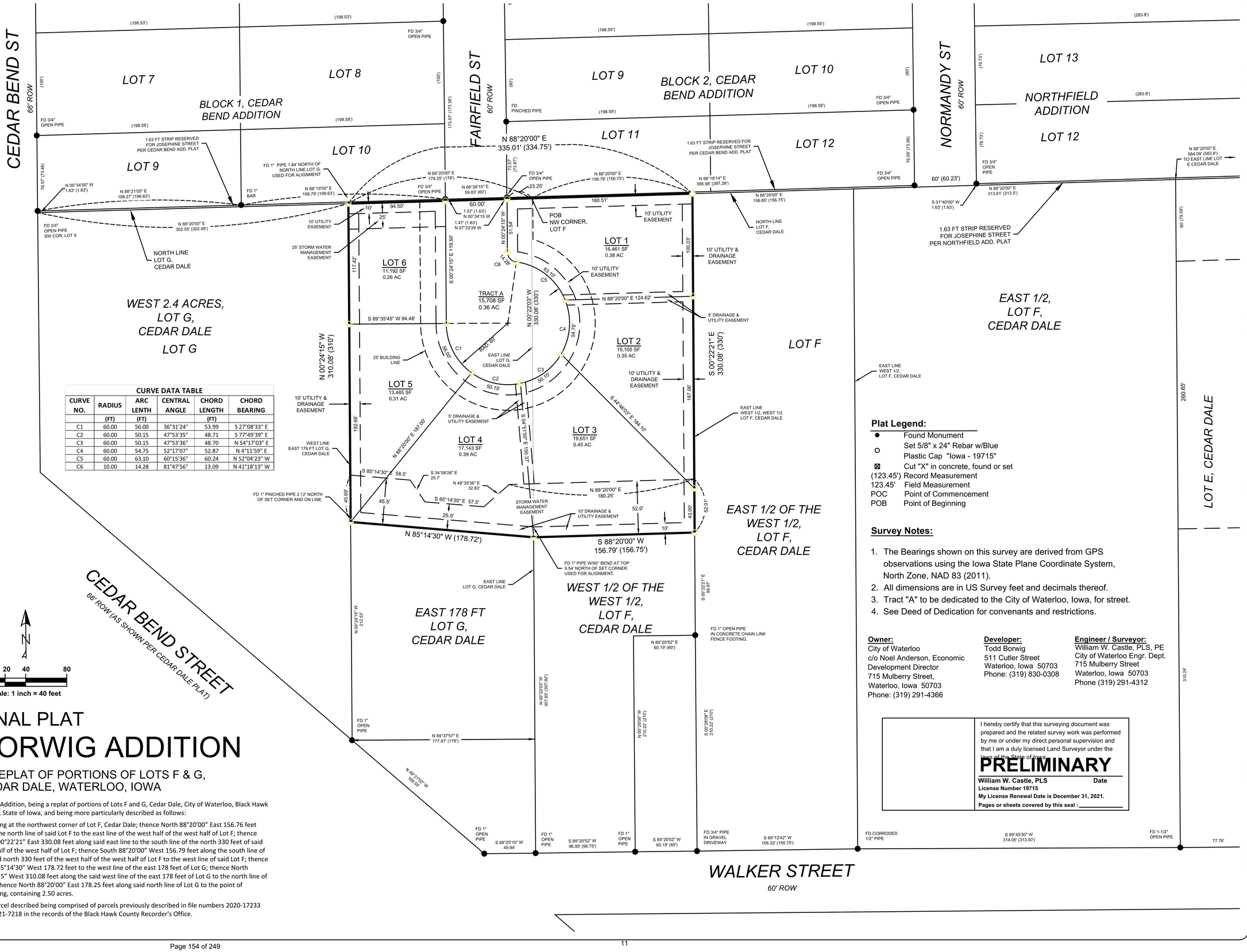
Waterloo Iowa

South of 203 Fairfield Street
Final Plat
Borwig Addition
City of Waterloo



CURVE DATA TABLE					
CURVE NO.	RADIUS	ARC LENTH	CENTRAL ANGLE	CHORD LENGTH	CHORD BEARING
	(FT)	(FT)		(FT)	
C1	60.00	56.00	36°31'24"	53.99	S 27°08'33" E
C2	60.00	50.15	47°53'35"	48.71	S 77°49'39" E
C3	60.00	50.15	47°53'36"	48.70	N 54°17'03" E
C4	60.00	54.75	52°17'07"	52.87	N 4°11'59" E
C5	60.00	63.10	60°15'36"	60.24	N 52°04'23" W
C6	10.00	14.28	81°47'56"	13.09	N 41°18'13" W

FINAL PLAT
BORWIG ADDITION

A REPLAT OF PORTIONS OF LOTS F & G, CEDAR DALE, WATERLOO, IOWA

Borwig Addition, being a replat of portions of Lots F and G, Cedar Dale, City of Waterloo, Black Hawk County, State of Iowa, and being more particularly described as follows:

Beginning at the northwest corner of Lot F, Cedar Dale; thence North 88°20'00" East 156.76 feet along the north line of said Lot F to the east line of the west half of the west half of Lot F; thence South 00°22'21" East 330.08 feet along said east line to the south line of the north 330 feet of said west half of the west half of Lot F; thence South 88°20'00" West 156.79 feet along the south line of the said north 330 feet of the west half of the west half of Lot F to the west line of said Lot F; thence North 85°14'30" West 178.72 feet to the west line of the east 178 feet of Lot G; thence North 00°24'15" West 310.08 feet along the said west line of the east 178 feet of Lot G to the north line of Lot G; thence North 88°20'00" East 178.25 feet along said north line of Lot G to the point of beginning, containing 2.50 acres.

The parcel described being comprised of parcels previously described in file numbers 2020-17233 and 2021-7218 in the records of the Black Hawk County Recorder's Office.

Plat Legend:

- ● Found Monument
- ○ Set 5/8" x 24" Rebar w/Blue Plastic Cap "Iowa - 19715"
- ⊠ Cut "X" in concrete, found or set
- (123.45') Record Measurement
- 123.45' Field Measurement
- POC Point of Commencement
- POB Point of Beginning

Survey Notes:

1. The Bearings shown on this survey are derived from GPS observations using the Iowa State Plane Coordinate System, North Zone, NAD 83 (2011).
2. All dimensions are in US Survey feet and decimals thereof.
3. Tract "A" to be dedicated to the City of Waterloo, Iowa, for street.
4. See Deed of Dedication for convenants and restrictions.

Owner:
City of Waterloo
c/o Noel Anderson, Economic Development Director
715 Mulberry Street,
Waterloo, Iowa 50703
Phone: (319) 291-4366

Developer:
Todd Borwig
511 Cutler Street
Waterloo, Iowa 50703
Phone: (319) 830-0308

Engineer / Surveyor:
William W. Castle, PLS, PE
City of Waterloo Engr. Dept.
715 Mulberry Street
Waterloo, Iowa 50703
Phone (319) 291-4312

I hereby certify that this 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.

PRELIMINARY

William W. Castle, PLS Date
License Number 19715
My License Renewal Date is December 31, 2021.
Pages or sheets covered by this seal : _____

CITY OF WATERLOO IOWA

FINAL PLAT
BORWIG ADDITION

715 MULBERRY STREET
WATERLOO, IOWA 50703
(319) 291-4312 PHONE
(319) 291-4262 FAX

CITY OF WATERLOO, IOWA
ENGINEERING DEPARTMENT

DATE: 11/10/2021

SHEET 1 of 1

PLEASE NOTE

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

WATERLOO WATER WORKS

12

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

CITY OF WATERLOO, IOWA

ENGINEERING DEPARTMENT

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

December 14, 2021

Aric Schroeder, City Planner
Planning, Programming & Zoning Commission
Waterloo City Hall
Waterloo, IA 50703

RE: FINAL PLAT
BORWIG 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

Certificate of Survey

I, William W. Castle, a duly licensed Land Surveyor in the State of Iowa, do hereby certify that a survey was made, under my supervision, of the property to be known as Borwig Addition, in Section 15, Township 89 North, Range 13 West of the 5th PM, City of Waterloo, Black Hawk County, State of Iowa, as shown on the attached plat, and further described as follows:

Borwig Addition, being a replat of portions of Lots F and G, Cedar Dale, City of Waterloo, Black Hawk County, State of Iowa, and being more particularly described as follows:

Beginning at the northwest corner of Lot F, Cedar Dale; thence North 88°20'00" East 156.76 feet along the north line of said Lot F to the east line of the west half of the west half of Lot F; thence South 00°22'21" East 330.08 feet along said east line to the south line of the north 330 feet of said west half of the west half of Lot F; thence South 88°20'00" West 156.79 feet along the south line of the said north 330 feet of the west half of the west half of Lot F to the west line of said Lot F; thence North 85°14'30" West 178.72 feet to the west line of the east 178 feet of Lot G; thence North 00°24'15" West 310.08 feet along the said west line of the east 178 feet of Lot G to the north line of Lot G; thence North 88°20'00" East 178.25 feet along said north line of Lot G to the point of beginning, containing 2.50 acres.

The parcel described being comprised of parcels previously described in file numbers 2020-17233 and 2021-7218 in the records of the Black Hawk County Recorder's Office.

I further certify that the plat as shown is a correct representation of the survey and that iron monuments will be placed at all corners as indicated on the plat within one year from the filing of the plat.

William W. Castle 11-2-2021

William W. Castle, PLS Date
Iowa License Number 19715
My license renewal date is December 31, 2021.

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

OWNER'S STATEMENT AND DEED OF DEDICATION
for

BORWIG ADDITION
TO THE CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That the City of Waterloo, Iowa ("Owner"), being desirous of setting and platting into lots and streets the land described in the attached Certificate of Survey by William W. Castle, a Licensed Land Surveyor, dated _____, 2021, does by these presents designate and set apart the aforesaid premises (the "Development") as a subdivision of the City of Waterloo, Iowa, the same to be known as

BORWIG ADDITION,

City of Waterloo, Black Hawk County, Iowa, all of which is with the free consent and the desire of the undersigned, and the undersigned does hereby designate and set apart for public use the streets, avenues and easements as shown upon the attached plat. The undersigned hereby covenants and agrees for itself, its successors and assigns, that said subdivision shall be and the same is hereby made subject to the following restrictions and covenants as fully and effectively for all intents and purposes as if the same were contained and set forth in each deed, conveyance and mortgage that this grantor or its successors in interest may hereafter make and that such restrictions and covenants shall run with the land in the particulars hereinafter stated, to wit:

DEDICATION OF EASEMENTS

Owner hereby dedicates and conveys to the City of Waterloo, Iowa, its successors and assigns, for street and right-of-way purposes, the area designated on the plat as Tract "A." Owner does hereby further grant and convey, or may in the future 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, storm sewer, surface drainage, gas, electricity, communication service or cable television, perpetual easements for the erection, laying, building, operation, repair and maintenance of said services over, across, on and/or under the Development as shown on the attached plat or as set forth in later instruments, including but not limited to drainage and storm water management easements. There shall be no buildings or other unreasonable obstructions upon or under any lot covered by said easements, so that access is available for any equipment and/or persons reasonably necessary for the construction, reconstruction, repair or maintenance of said utilities and/or drainage ways.

RESTRICTIONS AND COVENANTS

Be it also known that the Owner does hereby covenant and agree for itself and its successors, assigns and transferees, that each and all of the residential lots in the Development be, and the same hereby are, made subject to the following restrictions and covenants 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 Owner or its successors in interest may hereinafter make for any of said lots and that such restrictions and covenants 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. Development of the Development shall be in accordance with the standards and requirements of the R-2 One and Two Family Residence District pursuant to the City of Waterloo Zoning Ordinance.

2. No building, including any attached deck, porch or sunroom, shall be erected on any lot nearer than the building line indicated on the attached plat. No lot may be split to increase the number of lots or the size of buildable lots in the subdivision. Only one single-family dwelling shall be permitted on any lot, except that a garage may be constructed on Lot 1 in lieu of a single-family dwelling.

3. Any and all drainage and storm water management easements will be required to follow the "Stormwater Management Plan" and no building, fence structures, landscaping structures, private gardens or any other possible obstruction can be built in and over said drainage or storm water management easements, except that at the owner's risk a chain link fence may be erected over and upon said areas subject to removal for any repair, maintenance or reconstruction work deemed necessary for drainage or storm water management purposes. 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 passage of surface storm water runoff as intended per the "Stormwater Management Plan" on record with the City of Waterloo Engineer's Office. The Stormwater Management Plan shall be developed and approved prior to or concurrent with the first dwelling constructed in the Development.

4. In no event shall any building or structure be constructed or maintained for manufacturing, industrial, commercial or business purposes, except for an in-home office as permitted by the City of Waterloo zoning ordinance. Permanent business signs of any kind will no be allowed in the Development.

5. No trailer, basement, tent, shack, garage, barn, or other out building erected in the subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot in the subdivision, and no kennel, dog run or similar external animal shelter shall be maintained on any lot in the subdivision.

6. No dwelling shall be constructed, permitted, or occupied on any lot herein having 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 1,300 square feet for the main base of single-family houses. All dwellings shall have an attached double garage with a minimum of 800 square feet. No detached garages are allowed, except that a stand-alone garage may be constructed on Lot 1 in lieu of a dwelling.

7. Storage sheds and outbuildings other than garages are permitted, but only in compliance with the zoning ordinance and only if the design and materials are similar to the main structure.

8. The owner of each lot, vacant or improved, shall keep the lot or lots free of weeds and debris.

9. No 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.

10. No dwelling on any lot in the subdivision shall be occupied until the exterior is completed and finished, the interior substantially completed and finished, and a certificate of occupancy issued by the City of Waterloo. All construction and landscaping shall be completed within twelve (12) months of issuance of a building permit by the City of Waterloo.

11. No old or used building shall be moved upon any of the lots in the subdivision for any purpose, and all buildings on any lot in the subdivision shall be kept in a reasonable state of repair and upkeep.

12. No concrete block, hollow tile construction, modular or pre-built home, or geodesic dome building may be erected on any lot in the subdivision; however, "panelized" home construction that utilizes only prefabricated floor panels, wall panels, and roof trusses is permitted.

13. An improved lot shall be sodded, seeded, landscaped or a combination of the foregoing on the entire lot. Silt fence or runoff deterrent must be installed until soil is stabilized by sod, established seed growth or landscaping. All downstream intakes shall be protected from eroding soils entering them. No shrubs or trees shall be planted so as to infringe upon adjoining property lines based on maximum expected growth and shall be maintained so as not to infringe.

14. All fencing must be of chain link material, brick or wood. No snow fencing, or fencing comprised of barbed wire or woven wire of any kind, are permitted.

15. No stables or other quarters shall be constructed, maintain or used on any lot for stabling or accommodating any horses, cattle, swine, goats, sheep, other livestock, fowl or bees. No animals, livestock, or poultry of any kind shall be kept on any lots, except that dogs, cats or other household pets may be kept, not exceeding two in number, provided they are not kept for commercial purposes. No pets of any kind will be allowed in any fenced-in areas of the Development green space not owned by individual lot owners. 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.

16. All electrical transmission lines and service entrances, all telephone lines and services therefor, all cable TV/fiber optic cable and service therefor, and all other utilities of whatever kind or nature, shall be installed underground on all lots in the subdivision.

17. 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. All TV, radio and other antennas, towers and dishes must be installed and enclosed in an attic or garage, except that satellite dishes no larger than 24 inches in diameter are allowed if not visible from the street.

18. No recreational vehicle, motor home or trailer of any kind, whether camping, boat, house, utility, or otherwise, shall be parked on any lot or street in the subdivision, except that one such vehicle in operable condition may be parked in the driveway of Lot 1 or on the north side of any garage constructed on said lot.

19. No bus, semi-tractor, trailer, or truck of any kind except what is commonly described as a "pickup truck" shall be kept or parked on any lot or street in the subdivision for a period exceeding 48 hours. After said time, such vehicles must be removed from the Development or completely stored within the garage of the dwelling.

20. Any footing drain tiles or sump pump systems installed in conjunction with the construction of a residence shall be connected to sub-drain tile and shall not be expelled into any sanitary sewer system, onto the street, or onto the surface of the property.

21. 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 curb line 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.

22. All of the provisions hereof shall be enforceable by appropriate legal proceedings by any present or future owner of the legal or equitable title to any lot in the subdivision, and if successful the person seeking enforcement shall be entitled to recover reasonable attorneys' fees and expenses incurred in such action. Invalidation of any one or more of the within covenants, restrictions or stipulations by judgment or decree of court shall not be regarded as affecting the validity of any of the other provisions hereof, nor shall any judicial determination with respect to any of the covenants, restrictions or stipulations hereof be regarded as affecting the validity or sufficiency of this instrument as a deed of dedication of said plat.

23. The undersigned and all persons and companies hereafter acquiring any right, title, or interest in any of the lots in the Development shall be taken and held to have agreed and covenanted with the owners of all other lots in the Development and with the respective successors and assigns of all of the rest of such other lots, for a period of twenty-one (21) years from the date of filing of the subdivision plat and this deed of dedication, to conform to and observe all of the foregoing covenants, restrictions and stipulations as to construction, use, maintenance and other activities and duties, unless by vote of a majority of the then-owners of the lots it is agreed to change any of said covenants, restrictions or stipulations in whole or in

part. These covenants, restrictions and stipulations may be extended for one or more additional periods of effectiveness upon compliance with the Code of Iowa, provided that if not so extended said covenants, restrictions and stipulations shall terminate at the end of the existing period of 21 years.

24. Invalidation of any of these restrictions or covenants by judgment, decree or court order shall in no way affect any of the other provisions of this dedication, and such other provisions shall remain in full force and effect.

25. It is agreed that:

A. All construction shall be in accordance with the building, plumbing and electrical codes of the City of Waterloo.

B. The streets shown on the attached plat will be brought to city grade and that the streets will be 31 feet, as measured from back of curb to back of curb, with approved hard surface pavement, as required by the City of Waterloo.

C. The following infrastructure shall be provided as required by the City of Waterloo or other applicable law: utilities, fire hydrants, storm sewer, sanitary sewer (together with the necessary manholes and sewer service lines to all lots in the subdivision), and water service lines (to all lots in the subdivision).

D. A 4-foot wide concrete sidewalk four (4) inches thick, and a concrete surface driveway and driveway approach, will be installed during or immediately after the construction of the residence on any particular lot. The sidewalk shall extend across the full width of the lot and on corner lots also across the parking and full length of the lot. The sidewalk shall be constructed to match at each end with existing sidewalks on adjoining lots. Any lots remaining vacant for five (5) years after the date of final approval of the plat, or after 75% of the lots in the subdivision have been developed, whichever occurs first, shall also be improved with sidewalks as soon as the next construction season permits.

E. The work and improvements called for in paragraphs B and C of this Section shall be in accordance with the specifications of the City of Waterloo, Iowa, and performed under the supervision of a qualified engineer licensed in the State of Iowa. In the event that the developer, its grantees and assigns, fails to complete said work and improvements within one (1) year from the date of the acceptance of said final plat by the City of Waterloo, or with respect to sidewalk and other improvements required by paragraph D of this Section are not completed within the period require by said paragraph, then the City may make the improvements and assess the costs of the same to the respective lots. The undersigned agrees 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 authorizes the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law. The Owner, for itself, its successors, assigns and transferees, waives all statutory requirements of notice of time and place of hearing and waives statutory protections and limitations as to costs and assessments and agrees that the City may install said improvements and assess the total costs thereof against the lots.

F. All required public improvements within the subdivision plat shall be constructed and installed, 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:

   i. Shall be constructed and installed in a good and workmanlike manner;
   ii. Shall be free of defects in workmanship or materials;
   iii. Shall be free of any conditions that could result in structural or other failure of said improvements;
   iv. Shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City and by utilities serving Waterloo; and
   v. 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, Title 11, Subdivision Regulations, and as such specifications shall be recommended for approval by the City Engineer from time to time, and approved by the city council.

WITNESS my hand at Waterloo, Iowa, this _____ day of December, 2021.

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on December _____, 2021 by Quentin M. Hart and Kelley Felchle as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____
Notary Public

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.

CITY OF WATERLOO PLANNING AND ZONING COMMISSION
REQUEST FOR PLATTING (FINAL)

1. APPLICATION INFORMATION:

a. Applicant's Name (please print): CITY OF WATERLOO
Address: 715 MULBERRY ST Phone: 319-291-4366
City: WATERLOO State: IA Zip: 50701
Email: NOEL.ANDERSON@WATERLOO-IA.ORG

b. Status of Applicant: (a) Owner X (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:

a. Preparer's Business Name (please print): _____
Primary Preparer's Name: _____
Phone: _____ E-mail: _____

3. PROPERTY INFORMATION:

a. Name of Plat: BORWICK ADDITION
b. General Location of Property: _____
c. Area of Proposed Plat: _____
d. Area of Proposed Plat to be dedicated/conveyed to the City: _____
e. Value of area to be dedicated/conveyed to the City: _____
f. Zoning District(s): _____

4. OTHER DOCUMENTATION:

a. Date of Preliminary Plat Approval: P&Z _____ City Council _____
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	$_____
Sanitary Sewer	$_____
Paving	$_____
Land Dedicated	$_____
TOTAL	$_____

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.

Signature of Applicant 8.24.21 Date

Signature of Owner 8.24.21 Date

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 1/3/2022
Prepared: 12/21/2021

ATTACHMENTS:

	Description	Type
	Schoitz Addition San Sew Ext_IDNR Sanitary Permit	Backup Material
	Schoitz Addition San Sew Ext Plans	Backup Material

SUBJECT:	Resolution approving construction plans for the Schoitz Addition Private Sanitary Sewer Extension Project, as submitted by Crawford Engineering & Surveying, Inc., of Independence, Iowa, and a Sewage Treatment Agreement, DNR Form 29 (Nov 00) with the Department of Natural Resources, and final acceptance of construction plans, subject to the review and acceptance by the Department of Natural Resources, and authorizing the Mayor to execute said documents.
Submitted by:	Submitted By: Dennis Gentz, PE, Assistant City Engineer
Summary Statement:	These construction plans have been reviewed by the Engineering Department. They appear to meet current design standards and specifications, therefore they are recommended for approval by the City Council. This is a private sanitary sewer.

Neighborhood Impact:

Exhibit 11A

Iowa Department of Natural Resources

Wastewater Section

Construction Permit Application

SCHEDULE A, Construction Permit Application

APPLICANT	ENGINEER
Owner: C10 Investments LLC	Firm: Crawford Engineering & Surveying, Inc.
Address: 3759 Ranchero Road, Cedar Falls, IA 50613	Address: 118 Third Avenue NE, PO Box 793, Independence, Iowa 50644
Representative: Jeff Stickfort	Project Officer: Lawrence G. Crawford
Phone Number: 319-290-4357	Phone Number: 319-334-7077
Email: jeffstickfort@gmail.com	Email: cesi1@indytel.com

Project Identification: Schoitz Addition Sanitary Sewer Main

Estimated Start Date*: March 2022 Estimated Completion Date: May 2022

PLEASE RESPOND TO ALL QUESTIONS	Yes	No
1. Has an engineering report, facilities plan or other information previously been submitted for this project?	☐	☒
If Yes: Project Identity: _____ Date Submitted: _____		
2. Does the project and construction permit application, as submitted, follow the recommendations, design loadings, construction schedule, permit limits, and conclusions of the approved engineering report or facilities plan?	☒	☐
If No: Provide the design basis and technical information justifying all changes.		
3. Are there three complete sets of plans and specifications accompanying this application? For a minor gravity sewer extension within the meaning of 455B.183.3 Code of Iowa and Design Standard 11.1, two complete sets will be adequate for expeditious approval. For more complex projects, three sets of plans and specifications may be requested.	☒	☐
4. Are approved standard specifications a part of this application?	☒	☐
If Yes: Approved Standard Specifications of (municipality or firm): Iowa SUDAS Date Approved: March 2010		
5. Does each set of plans and specifications or engineering report accompanying this application contain a "professional engineering seal" executed in conformance with 542B.16, Code of Iowa?	☒	☐
If No: Processing will be delayed pending receipt of applicable design schedules and certified plans, specifications or engineering report.		
6. Is this a joint wastewater and water supply project?	☐	☒
If Yes: A construction permit application for the water supply project should be submitted separately to the Water Supply Section. A Water Supply permit fee may be required.		
7. Is the applicant to provide treatment of effluent resulting from this construction?	☐	☒
If No: A Sewage Treatment Agreement executed by the authority providing treatment must accompany this form.		
8. Is a new or amended operation permit necessary to use the facilities described in this application?	☐	☒
If Yes: A new or amended permit to operate may be requested prior to the receipt of a construction permit.		
9. Is any waterline located within 10 feet; or any private or public well, lake, or public recreation area located within 400 feet of the proposed construction?	☐	☒
If Yes: Identify and locate the facility(ies) relative to the proposed construction.		
10. Will construction inspection be conducted by a licensed engineer employed by the applicant?	☒	☐
If No: Name of Engineering Firm Conducting Inspection: Crawford Engineering & Surveying, Inc.		
11. Will this project utilize CWSRF loan funds?	☐	☒

CERTIFICATION

APPLICANT	ENGINEER
I certify that I am the authorized representative of the owner and state that the project identified above is approved by the owner.	I certify that all aspects of the design included in this application conform to applicable standards contained in Chapter 567 IAC 64, or that an explanation and justification for any proposed variations from such standards is attached. I am familiar with the information contained in this application and, to the best of my knowledge, such information is complete and accurate.
Signature Jeff Stickfort Date 12/13/21	Signature Lawrence G. Crawford Date 12-13-21

*Estimated Construction Start Date: Complete applications must be submitted at least 120 days in advance of the date for starting construction in accordance with Rules 567 IAC 60.4 and 64.2

Please complete the Schedule Checklist on the following page of this form.

DOCUMENT CHECKLIST

Identify all categories included in this project. Also, identify schedules attached to this application.

Schedule	Title	Attached	Included in Project	Submittal Date
B	Collection System	☒	☐	
C	Lateral Sewer Extension	☒	☐	
D	Trunk & Interceptor Sewer	☐	☐	
E	Wastewater Pump Station	☐	☐	
F	Treatment Project Site Selection	☐	☐	
G	Treatment Project Design Data	☐	☐	
H1	Schematic Flow Diagram	☐	☐	
H2	Treatment Process Loading and Removal Efficiency	☐	☐	
H3	Mechanical Plant Reliability	☐	☐	
I	Screening, Grit Removal and Flow Measurement	☐	☐	
J	Septic Tank System	☐	☐	
K1	Controlled Discharge Pond	☐	☐	
K2	Aerated Pond	☐	☐	
K3	Anaerobic Lagoon	☐	☐	
L	Setting Tanks	☐	☐	
M	Fixed Film Reactor-Stationary Media	☐	☐	
N	Rotating Biological Contactor	☐	☐	
O	Aeration Tanks or Basins	☐	☐	
P	Gas Chlorination	☐	☐	
Q	Sludge Digestion and Holding	☐	☐	
R1	Sludge Dewatering and Disposal	☐	☐	
R2 (A&B)	Low Rate Land Application of Sludge	☐	☐	
R3	Land Application of Sewage Sludge (To be developed)	☐	☐	
S	Land Application of Wastewater (To be developed)	☐	☐	
	Sewage Treatment Agreement	☒	☐	

Identify any categories included in this project which are not provided in the above list of schedules.

IOWA DEPARTMENT OF NATURAL RESOURCES
Wastewater Disposal System Construction Permit Application Fee Form

CASHIER'S USE ONLY
0945-542-NPDE-CP-0570
32-3202
Owner

Owner Name: C 10 Investments LLC

Address: 3759 Ranchero Road
City, State, Zip: Cedar Falls, Iowa 50613

Project Identification: Schoitz Addition Sanitary Sewer Main

☒ $100 Fee enclosed

Please sign and return this form with a check or money order payable to "Iowa Department of Natural Resources". Place it and the check or money order on top of other Construction Permit Application documents.

Effective beginning July 1, 2006, Applications for Construction Permits for wastewater disposal systems required by Iowa Code 455B.173 and rules in Iowa Administrative Code 567 IAC 64, must be accompanied by the fee required by Iowa Code 455B.197 and Iowa Administrative Code 567 IAC 64.16(3)"c".

The fee is $100 for each application, regardless of project size and project type including sanitary sewers, pump stations, treatment units or a combination thereof. The fee shall be submitted with the certified engineering documents necessary to apply for a construction permit (plans, specifications and related application schedules A, F, and G as well as the appropriate schedules indentified on page 2 of Schedule A). The construction permitting process is initiated as planning for construction begins. Planning coordination and submittal of preliminary engineering reports or facility plans precedes submittal of technical documents necessary to constitute a construction permit application. The application fee is not necessary when submitting a planning document but must accompany construction permit application documents. A fee should accompany each permit application **received on or after July 1, 2006.**

Failure to submit a fee with the application may delay the processing of a construction permit. If you have any questions regarding the application fee, please contact Donna Gomm at 515-725-8427 or Donna.Gomm@dnr.iowa.gov

Signature of Owner or Representative: Jeff D Stickfort for C10 Investments LLC

Printed Name: Jeff Stickfort

Telephone or email contact: 319 290 4357 or jeffstickfort@gmail.com

Mail to:
Iowa Department of Natural Resources
Wastewater Engineering Section
502 East 9th Street
Des Moines, IA 50319-0034

Iowa Department of Natural Resources
Wastewater Section
Construction Permit Application
SCHEDULE B, Collection System

DNR USE ONLY
Project No.
Permit No.

Date Prepared	Project Identity
12-10-2021	Schoitz Addition Sanitary Sewer Main
Date Revised	

1. Identify proposed construction which is subject to flooding and explain what is proposed to prevent water from entering the system. If no portion is subject to flooding, state none.

Segment	Flooding Protection

*2. Indicate hydraulic capacity of: 1) the nearest downstream main or interceptor; 2) the nearest downstream lift station; and 3) all downstream segments where flow restriction may occur. Indicate the source and accuracy of numerical data.

	Segment	Segment	Segment
Location	Acadia/Van Syoc		
Design Capacity, MGD	0.82		
Peak Hourly Dry weather Flow MGD (actual)	0.0075		
Peak Hourly Wet weather Flow MGD (actual)	0.030		

*3. Identify treatment facility, the design loadings and present raw waste loadings. Indicate source and accuracy of numerical data.

Facility Name and Number: Waterloo Water Pollution Control Plant, IA079001, FED 0042650

Facility Loading	MGD	#BOD_5/day
Design	34.8	88,000
Average Wet Weather (actual)	24.53	31,500 Avg.
Peak Hourly Wet Weather (actual)	60+	48,000 Avg.

Provide projected design loading increase, which will be added to this facility as a result of this project.

Design Loading	Initial		Design Year (2041)	
Residential Service Area	1.88	Acres	1.88	Acres
Population	28	Persons	56	Persons
Flow (100 GPCD)	2800	GPD	5600	GPD
BOD_5 (0.17/#/d/cap)	476	#/day	952	#/day
Industrial Service Area		Acres		Acres
Rated Flow		GPD		GPD
BOD_5		#/day		#/day
Other Commercial	6	Acres	6	Acres
Rated Flow	30,000	GPD	30,000	GPD
BOD_5	51	#/day	51	#/day
Total BOD_5	527	#/day	1003	#/day
Total Flow	32,800	GPD	35,600	GPD
Peak Hourly Flow	5470	GPD	6000	GPD

*Include a written explanation of items 2 and 3 if the sewer system and/or treatment facility are overloaded.

Iowa Department of Natural Resources
Wastewater Section
Construction Permit Application
SCHEDULE C, Lateral Sewer Extension

DNR USE ONLY
Project No. _____
Permit No. _____

Date Prepared	Project Identity
12-10-2021	Schoitz Addition Sanitary Sewer Main
Date Revised	

1. Design Basis	Initial		Design Year (2041)	
Residential Service Area	1.88	Acres	1.88	Acres
Population	28	Persons	56	Persons
Flow (100 GPCD)	2800	GPD	5600	GPD
BOD_5 (0.17/#/d/cap)	476	#/day	952	#/day
Industrial Service Area		Acres		Acres
Rated Flow		GPD		GPD
BOD_5		#/day		#/day
Other Commercial	6	Acres	6	Acres
Rated Flow	30,000	GPD	30,000	GPD
BOD_5	51	#/day	51	#/day
Total BOD_5	527	#/day	1003	#/day
Total Flow	32,800	GPD	35,600	GPD
Peak Hourly Flow	5470	GPD	6000	GPD

2. Pipe						
Diameter	8 Inch		10 Inch		12 Inch	
Material	PVC					
Joint	Gasketed					
Minimum Slope	2.16	%		%		%
Maximum Manhole Space	329	ft.		ft.		ft.
Total Sewer Length	734	ft.		ft.		ft.
Maximum Cover	12	ft.		ft.		ft.
Minimum Cover	8	ft.		ft.		ft.

3. Construction specifications (indicate ASTM Number or other standard included in the specifications). A brief description is required in each part.

A. Bedding class SUDAS Class F-3
B. Pipe laying SUDAS Section 4010
C. Compaction 95% Std. Proctor Density
D. Manhole SUDAS 6010 SW 301
E. Specified maximum infiltration/exfiltration rate 200 GPDPMPI
F. Infiltration/exfiltration test procedures low pressure air test
G. Alignment & grade test procedures
(1) During construction Stake & batterboard _____ Laser X
(2) After construction Lamping X Other Internal TV Inspection
H. Deflection test procedures 9-fin mandrel, 30 days after installation

4. Are detailed manhole drawings included: ☒ Yes ☐ No Typical frame and cover assembly SUDAS 6010.601-A
Are manhole covers nonvented: ☒ Yes ☐ No Manhole diameter 48 in.
Manhole opening diameter 27 In Material Precast Conc. ASTM C-478

5. Minimum sewer & water main separation: Horizontal 10 ft. Vertical 18 in.
Are specifications included SUDAS Standard Spec.

6. Stream, road, or railroad crossing protection _____
Are specifications included SUDAS Standard Spec.

Iowa Department of Natural Resources
Wastewater Section
Construction Permit Application
Sewage Treatment Agreement

INSTRUCTIONS

This agreement must be executed for all projects where construction and sewage treatment will be provided by different parties; i.e., a private subdivision connecting to a municipal system. This agreement must be executed by the parties who are owners at the time the permit is issued, regardless of whether title to the proposed construction project will be transferred after completion of the project.

This agreement is not necessary when a contract for sewage treatment already exists; i.e., service contracts between municipalities. However, the Department of Natural Resources must be informed in writing that the contractual agreement does exist.

APPLICANT	ENGINEER
Owner: C 10 Investments LLC	Firm: Crawford Engineering & Surveying, Inc.
Address: 3759 Ranchero Road, Cedar Falls, IA 50613	Address: 118 Third Avenue NE, PO Box 793 Independence, Iowa 50644
Representative: Jeff Stickfort	Project Officer: Lawrence G. Crawford
Phone Number: 319-290-4357	Phone Number: 319-334-7077

Project Identification: Schoitz Addition Sanitary Sewer Main

Owner and System Receiving Wastes: City of Waterloo

CERTIFICATION

I am the authorized representative of the owner identified above and state that the proposed sanitary sewage facilities shall be constructed in accordance with the plans and specifications and all wastes contributed by this project shall be discharged to the treatment system identified above.

Signature Jeff D Stickfort Title: Managing Member Date 12/13/21

AGREEMENT TO PROVIDE SEWAGE TREATMENT

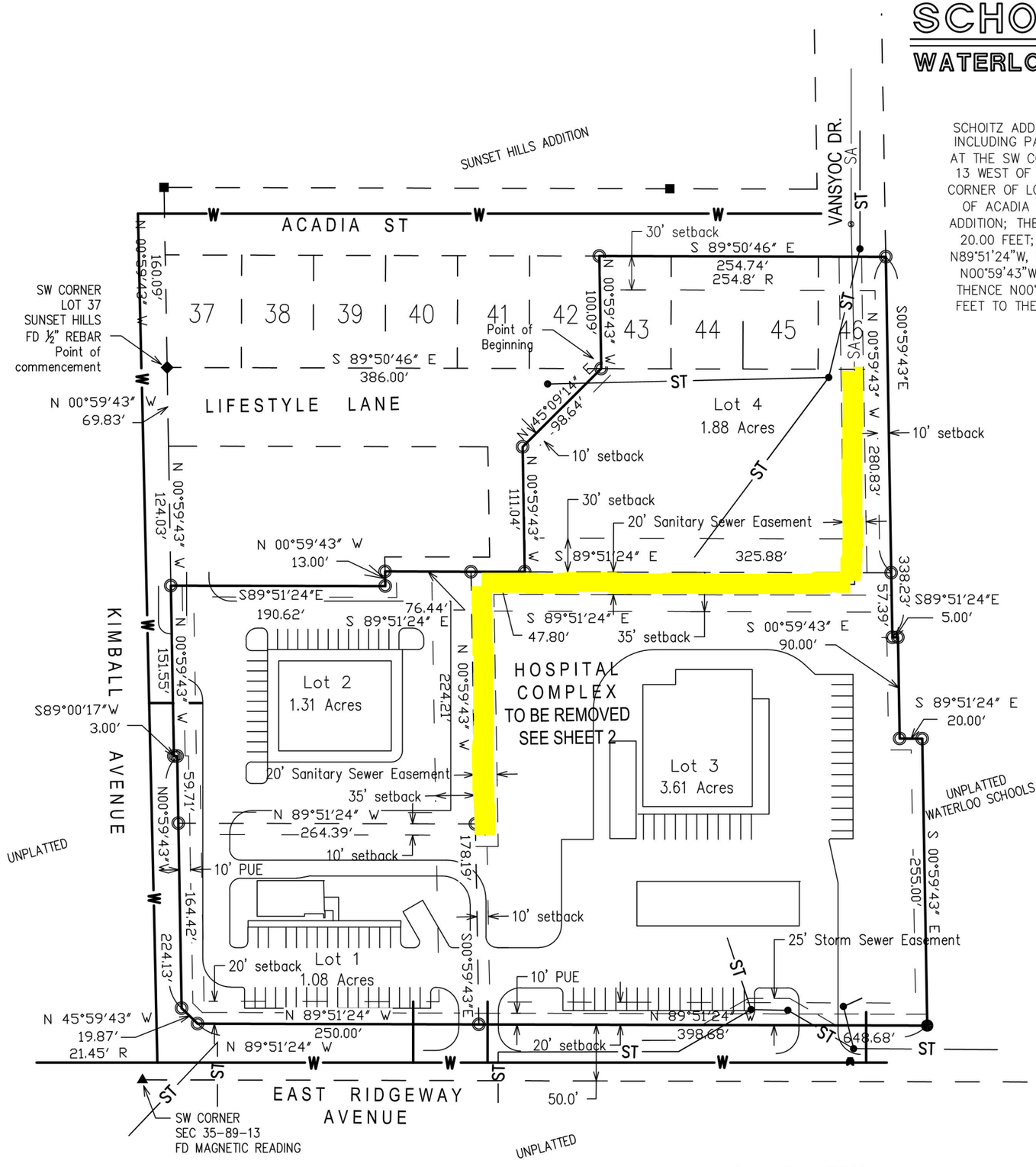
I am the authorized representative of the owner of the system identified above and state that the connection of the proposed sanitary sewage facilities identified above is approved by the owner, and that the owner accepts responsibility for providing adequate treatment of all wastes contributed by this project, in accordance with the provisions of Chapter 455B, Code of Iowa, and the rules of the Department of Natural Resources. This agreement shall not be construed in any way to affect any local ordinances, sewer service agreements, or fee systems entered into between the parties.

Name: Quentin Hart Title: Mayor

Signature _____ Date _____ Phone: 319-291-4301

SCHOITZ ADDITION PRELIMIMARY PLAT

WATERLOO, IOWA



NORTH

0 50 100

GRAPHIC SCALE

1 INCH = 100 FEET

LEGAL DESCRIPTION:

SCHOITZ ADDITION BEING PART OF THE SW ¼ OF THE SW ¼ OF SECTION 35, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH P.M. INCLUDING PART OF SUNSET HILLS ADDITION ALL IN THE CITY OF WATERLOO, BLACK HAWK COUNTY IOWA DESCRIBED AS: COMMENCING AT THE SW CORNER OF LOT 37 OF SUNSET HILLS ADDITION IN THE SW ¼ OF THE SW ¼ OF SECTION 35, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH P.M., IN THE CITY OF WATERLOO, BLACK HAWK COUNTY IOWA; THENCE S89°50'46"E, 386.00 FEET TO THE SW CORNER OF LOT 43 OF SUNSET HILLS ADDITION AND THE POINT OF BEGINNING; THENCE N00°59'43"W, 100.09 FEET TO THE SOUTH LINE OF ACADIA STREET; THENCE ALONG SAID SOUTH LINE S89°50'46"E, 254.74 FEET TO THE NE CORNER OF LOT 46 OF SUNSET HILLS ADDITION; THENCE S00°59'43"E, 338.23 FEET; THENCE S89°51'24"E, 5.00 FEET; THENCE S00°59'43"E, 90.00 FEET; THENCE S89°51'24"E, 20.00 FEET; THENCE S00°59'43"E, 255.00 FEET TO THE NORTH LINE OF EAST RIDGEWAY AVENUE; THENCE ALONG SAID NORTH LINE N89°51'24"W, 648.68 FEET; THENCE N45°59'43"W, 19.87 FEET TO THE EAST LINE OF KIMBALL AVENUE; THENCE ALONG SAID EAST LINE N00°59'43"W, 224.13 FEET; THENCE S89°00'17"W, 3.00 FEET; THENCE N00°59'43"W, 151.55 FEET; THENCE S89°51'24"E, 190.62 FEET; THENCE N00°59'43"W, 13.00 FEET; THENCE S89°51'24"E, 124.24 FEET; THENCE N00°59'43"W 111.04 FEET; THENCE N45°09'14"E, 98.64 FEET TO THE POINT OF BEGINNING. DESCRIBED LAND CONTAINS 7.88 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Notes:

1. Proposed Zoning for Lots 1, 2, 3 is S-1. Proposed Zoning for Lot 4 is R-3.

2. Setbacks are as follows
   - 2.1. R-3 - Front 30', Side 10', Rear 30'
   - 2.2. S-1 = C-2 - Front 20', Side 10', Rear 35'

3. Detailed Site Development Plans are required submittals for the proposed improvements shown on Lot 1, Lot 2 and Lot 3.

PREPARED BY:
Crawford Engineering & Surveying Inc.
205 2nd Avenue NE
Independence, Iowa 50644
Contact: Brian M. Crawford
Ph: (319) 334-7077

OWNER/DEVELOPER:
C10 Investments L.L.C
3759 Ranchero Road
Cedar Falls, Ia 50613
Contact: Jeff Stickfort
Ph: (319) 290-4357

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
LICENSE RENEWAL DATE: 12-31-2022 LICENSE NO. 17344

BRIAN M. CRAWFORD, P.L.S. DATE

LICENSED PROFESSIONAL LAND SURVEYOR
BRIAN M. CRAWFORD
17344
IOWA

Legend

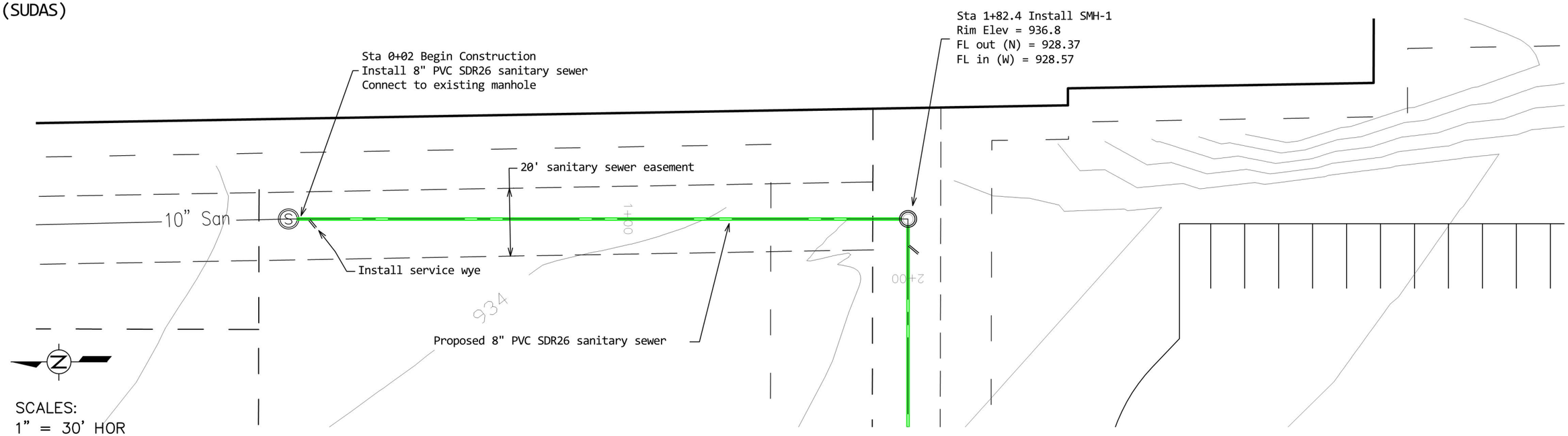
- ▲ –USPLSS CORNER FOUND AS NOTED
- ◆ –1/2" REBAR
- ■ –FD 3/4" PINCHED PIPE
- ● –FD 1/2" REBAR W/ CAP 16775
- ◎ –SET 1/2" REBAR W/ CAP 17344
- PSA — PROPOSED SANITARY SEWER
- SA — EXISTING SANITARY SEWER
- W — EXISTING WATER MAIN
- ST — EXISTING STORM SEWER
- PROPERTY LINE / LOT LINE
- EASEMENT
- BUILDING SETBACK
- SUBDIVISION BOUNDARY

PRELIMINARY PLAT
SCHOITZ ADDITION
WATERLOO, IOWA

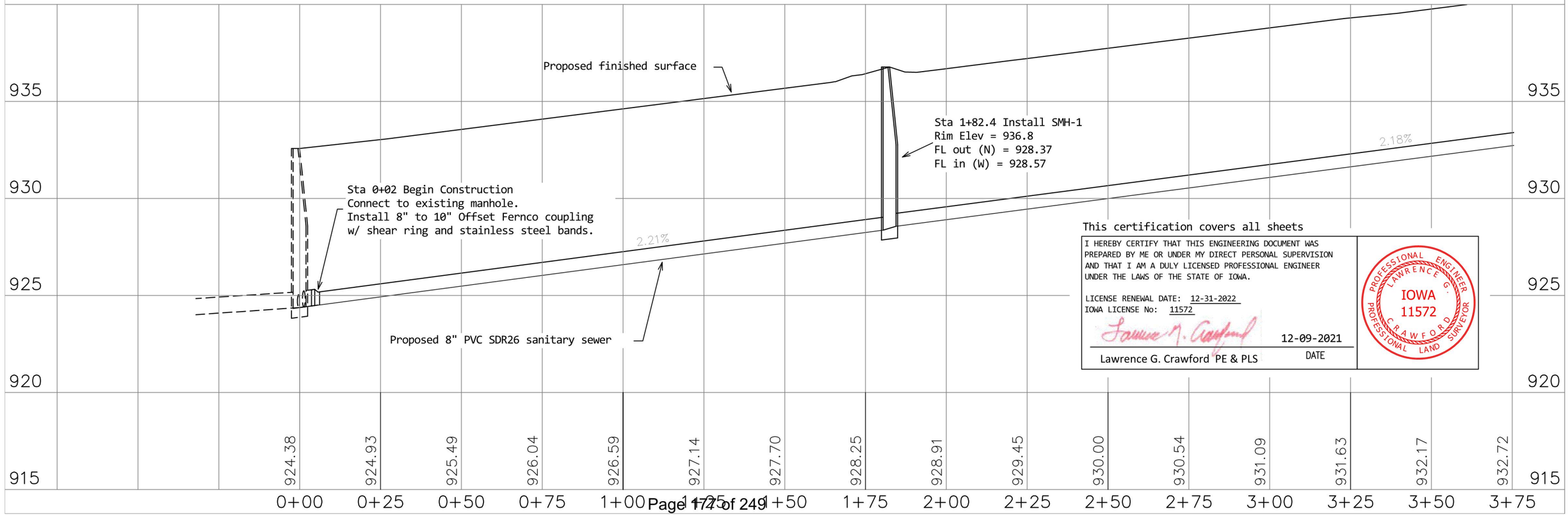
DRAWN	BMC
CHECKED	DTC
PROJ NO	21302
SHEET	PP–01

CRAWFORD ENGINEERING & SURVEYING, INC.
205 2nd Ave NE Independence, Iowa 50644

Construction shall be in accordance with
Statewide Urban Design and Specifications.
(SUDAS)



SCALES:
1" = 30' HOR
1" = 5' VER



This certification covers all sheets

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.

LICENSE RENEWAL DATE: 12-31-2022
IOWA LICENSE No: 11572

Lawrence G. Crawford 12-09-2021

Lawrence G. Crawford PE & PLS — DATE

PROFESSIONAL ENGINEER LAWRENCE G. CRAWFORD IOWA 11572 PROFESSIONAL LAND SURVEYOR

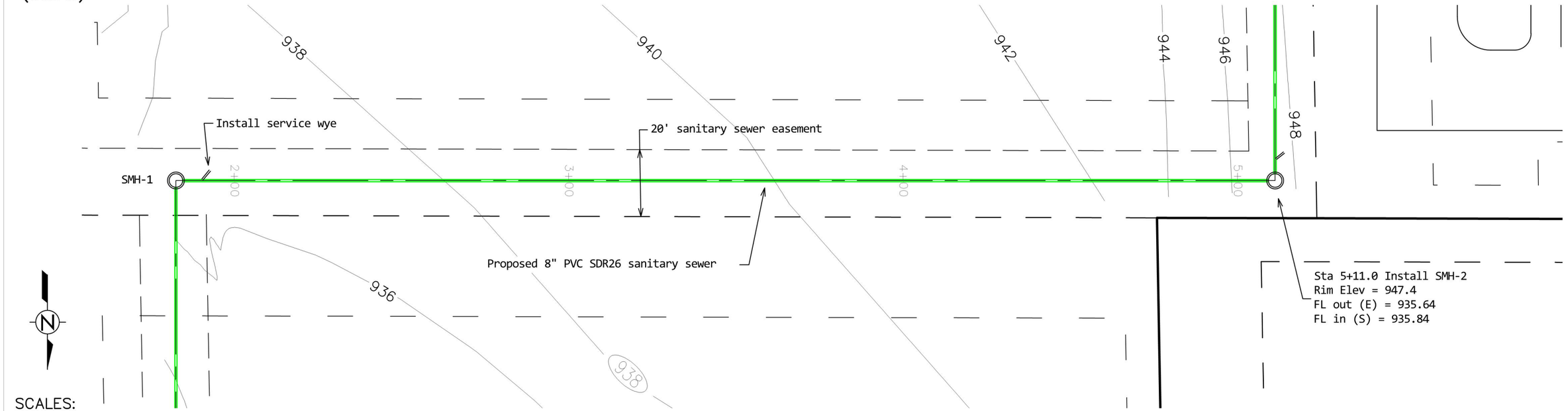
Waterloo, Iowa

SCHOITZ ADDITION

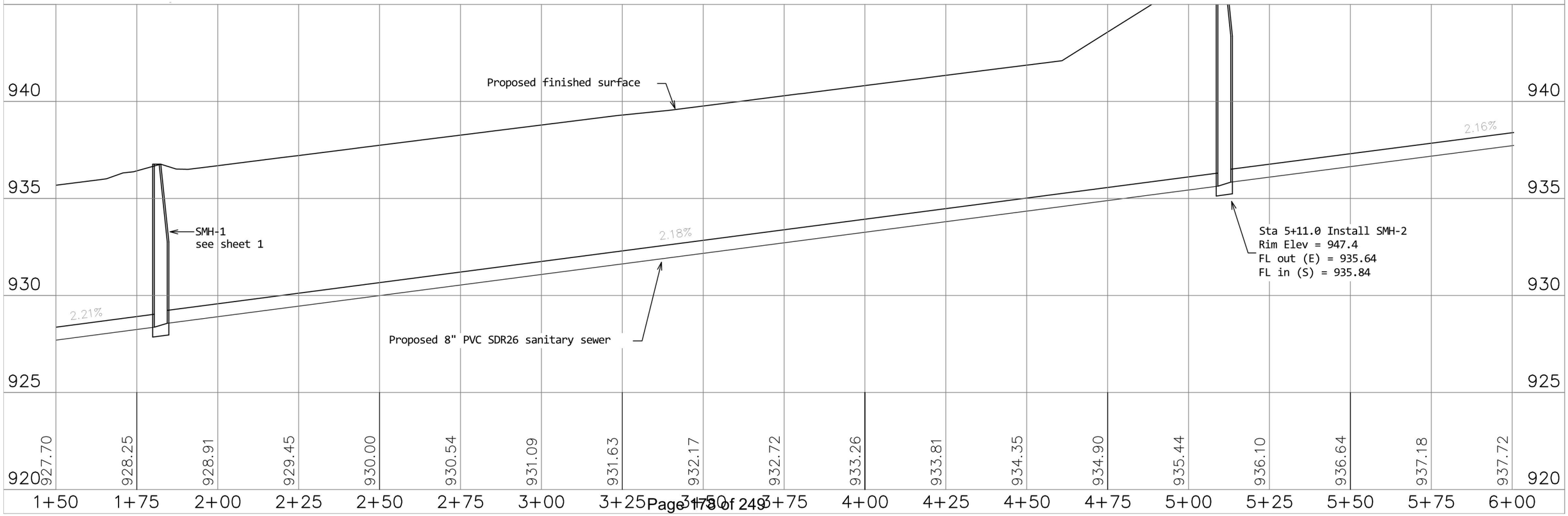
Sanitary Sewer Main Construction

Sheet 1

Construction shall be in accordance with
Statewide Urban Design and Specifications.
(SUDAS)



SCALES:
1" = 30' HOR
1" = 5' VER



Waterloo, Iowa
SCHOITZ ADDITION
Sanitary Sewer Main Construction
Sheet 2

Construction shall be in accordance with Statewide Urban Design and Specifications. (SUDAS)

944

Proposed 8" PVC SDR26 sanitary sewer

946

20' sanitary sewer easement

Sta 7+34.0 Install SMH-3
Rim Elev = 948.6
FL out (N) = 940.57

948

SMH-2

5+00

6+00

7+00

Install service wye

Install service wye

End Construction

SCALES:
1" = 30' HOR
1" = 5' VER

Proposed finished surface

SMH-2
see sheet 1

Sta 7+34.0 Install SMH-3
Rim Elev = 948.6
FL out (N) = 940.57

2.16%

2.18%

Proposed 8" PVC SDR26 sanitary sewer

945
940
935
930
925

934.35 934.90 935.44 936.10 936.64 937.18 937.72 938.26 938.80 939.34 939.88 940.42

4+50 4+75 5+00 5+25 5+50 5+75 6+00 6+25 6+50 6+75 7+00 7+25

Waterloo, Iowa

SCHOITZ ADDITION

Sanitary Sewer Main Construction

Sheet 3

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 1/3/2022
Prepared: 12/21/2021

ATTACHMENTS:

	Description	Type
🗋	Central Prop DA amendment no 6corrected.doc	Backup Material

SUBJECT:	Resolution approving Amendment No. 6 to the Development Agreement with Central Property Holdings, LLC, originally executed August 17, 2017, to raise the minimum assessed value from $2.5 million to $4.0 million, and eliminate the mortgage on the property, for the All-In Grocers Project, and authorizing the Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Noel Anderson, Community Planing and Development Director
Recommended Action:	Approve resolution
Summary Statement:	The City of Waterloo is taking steps to help finalize the financing steps for construction to continue on the full All-In Grocers project. The change in MAV reflects the additional costs of materials, added size and scope of project (including additional business space) and the release of Mortgage has been requested, and with the reversionary language still in place, the City believes our position remains strong for reversionary actions.
Neighborhood Impact:	Positive impact on the Walnut Neighborhood and Franklin Corridor redevelopment.
Data/Analysis and Strategies:	Economic Development and Infill Policies
Community Engagement Methods:	This project has been through numerous pubic hearings for the project.
Expenditure Required/Source of Funds:	NA

Preparer Information: Christopher S. Wendland, PO Box 596, Waterloo, Iowa 50704 (319) 234.5701
Name Address City Phone

SPACE ABOVE THIS LINE
FOR RECORDER

AMENDMENT NO. 6 TO DEVELOPMENT AGREEMENT and MINIMUM ASSESSMENT AGREEMENT

This Amendment No. 6 to Development Agreement and Minimum Assessment Agreement (the "Amendment") is entered into as of _____, by and between Central Property Holdings, LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. Company and City are parties to that certain Development Agreement dated August 7, 2017, as later amended (collectively, the "DA"), concerning the development of land (the "Property") described on Exhibit "A" to the DA. The DA has been filed in the land records of Black Hawk County, Iowa, as Doc. No. 2018-7765, Doc. No. 2019-2747, Doc. No. 2019-13537, Doc. No. 2019-13538 and Doc. No. 2021-12976. In connection with the DA, the parties also executed a certain Minimum Assessment Agreement dated August 7, 2017 (the "MAA").

B. The parties desire to amend the DA to modify the terms thereof as set forth in this Amendment.

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

1. Sections 4 and 6 of the DA and Section 1 of the MAA are amended to strike "$2,500,000.00" therefrom and to substitute "$4,000,000.00" in its place.

2. Section 4 of the DA is amended to remove the obligation of Company to provide a mortgage as security. City will release the mortgage dated August 23, 2017, which was recorded as Doc. No. 2018-3785. City retains the right to require that Company post payment and performance bonds as set forth in Section 4.

3. Except as modified herein, the DA and MAA shall continue unmodified in full force and effect. Terms in this Amendment that are capitalized but not defined will have the same meanings herein that are ascribed to them in the DA or MAA, as applicable. The DA, the MAA and this Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 6 to Development Agreement and Amendment to Minimum Assessment Agreement by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

CENTRAL PROPERTY HOLDINGS, LLC

By: _____
Rodney A. Anderson
Managing Member

CITY OF WATERLOO

Council Communication

Resolution appointing UMB Bank. N.A. of Kansas City, Missouri, to serve as Paying Agent, Bond Registrar, and Transfer Agent and approving the Paying Agent, Bond Registrar and Transfer Agent Agreement in conjunction with the $14,075,000 Taxable General Obligation Bonds, Series 2022A, and authorizing the Mayor and City Clerk to execute said documents.

City Council Meeting: 1/3/2022
Prepared: 12/28/2021

ATTACHMENTS:

	Description	Type
	UMB Registrar Agreement	Backup Material
	Authorizing Resolution	Backup Material

SUBJECT:	Resolution appointing UMB Bank. N.A. of Kansas City, Missouri, to serve as Paying Agent, Bond Registrar, and Transfer Agent and approving the Paying Agent, Bond Registrar and Transfer Agent Agreement in conjunction with the $14,075,000 Taxable General Obligation Bonds, Series 2022A, and authorizing the Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Summary Statement:	UMB Bank, N.A. will disburse the semi-annual interest and annual principal payments to the bondholders over the term of the bonds.
Implementation, Accountability, and Communication:	Fees are paid using the debt service levy.
Expenditure Required/Source of Funds:	A one-time acceptance fee is charged. Annual paying agent fees will be required each year the bonds are outstanding.

PAYING AGENT; BOND REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS AGREEMENT is made and entered into on January 4, 2022 by and between the City of Waterloo hereinafter called "ISSUER", and UMB Bank, N.A., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as $14,075,000 Taxable General Obligation Urban Renewal Bonds, Series 2022A, dated January 4, 2022 hereinafter called the "Bonds"; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar, transfer and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar, transfer and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar, transfer and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.

2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:

(a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;

(b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;

(c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

(d) Unless Paragraph 20 hereof is applicable and if requested in writing by AGENT, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and

maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds, delivery of notices, and for all other purposes shall be subject to the provisions of the Bond Document. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. In the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge legally required to be withheld for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have

been lost, destroyed, stolen or otherwise wrongfully taken, but may first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the ISSUER of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final maturity of the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. The records maintained by AGENT in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7(17), Code of Iowa. AGENT agrees that its use of the records will be limited to the purposes of this Agreement and that AGENT will make no private use or permit any private access thereto without the prior written consent of the ISSUER, which shall not be unreasonably withheld.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the ISSUER shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar, and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the ISSUER and AGENT in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees. AGENT shall use commercially reasonable efforts to provide notice to the Issuer prior to performing extraordinary services or incurring such costs and expenses; provided,

however, that AGENT's right to compensation hereunder shall not be affected by any failure to provide such prior notice.

18. The AGENT may resign, or be removed by the ISSUER upon a date which, unless otherwise waived by the other party, is (a) at least thirty days after the receipt of written notice to the other and (b) in the case such notice is given by the AGENT, at least fifteen days prior to the next succeeding principal or interest payment date. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate, but AGENT shall not be discharged from any liability for actions taken as AGENT under this Agreement prior to such resignation or removal. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the ISSUER within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with nationally recognized legal counsel in accordance with its internal policies and procedures, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

(a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.

(b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.

(c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.

(d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then

the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall not be liable for any error in judgment in fulfilling its obligations under this Agreement or the Bond Document that is made in good faith by an officer or employee of the AGENT unless it shall be determined by a court of competent jurisdiction that the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. The Bond Document and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Bond Document. In the event of inconsistent language between the Bond Document and this Agreement, the terms of the Bond Document shall prevail.

24. AGENT shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer and payment of registered bonds including without limitation Chapters 76 384, 403, and Section 554.8101 et seq. Code of Iowa and standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986.

25. In the event any payment check representing payment of interest or principal on the Bonds is returned to the AGENT or is not presented for payment, or if any Bond is not presented for payment of principal or premium, if any, at the maturity or redemption date, if funds sufficient to pay such interest on Bonds shall have been made available to the AGENT for

the benefit of the owner thereof, all liability of the ISSUER to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the AGENT to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Agreement or on, or with respect to, such interest or Bonds. The AGENT'S obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the AGENT, shall surrender any remaining funds so held to the ISSUER, whereupon any claim under this Agreement by the Bond owners of such interest or Bonds of whatever nature shall be made upon the ISSUER.

26. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

27. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If AGENT consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including this Agreement) to another corporation which is a transfer agent properly registered with and in compliance with the rules of the Securities and Exchange Commission, AGENT shall provide written notice to ISSUER of such event at least sixty (60) days prior to its becoming effective, and the successor corporation without any further act shall be the successor AGENT. Except as provided in this section this Agreement may not be assigned by any party without the written consent of the other party.

28. All notices, demands, and requests required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by telecopy and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:
UMB Bank, N.A.
Attn: Corporate Trust & Escrow Services
7155 Lake Drive, Suite 120
West Des Moines, Iowa 50266

If to ISSUER:
City of Waterloo
City Clerk
715 Mulberry
Waterloo, Iowa 50703

29. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies,

facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

30. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

31. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the ISSUER and the AGENT, the AGENT shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the ISSUER and the AGENT. The AGENT shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands and seals as of this _____ day of _____, 2021.

CITY OF WATERLOO,
STATE OF IOWA, ISSUER

By: _____
Quentin Hart, Mayor

ATTEST:

By: _____
Kelley Felchle, City Clerk

UMB BANK N.A., as PAYING AGENT/REGISTRAR

By: _____

_____
(Title)

ATTEST:

By: _____

_____
(Title)

EXHIBIT A

Paying Agent/Registrar's Fee

ITEMS TO INCLUDE ON AGENDA

CITY OF WATERLOO, IOWA

$14,075,000 Taxable General Obligation Urban Renewal Bonds, Series 2022A

- Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Resolution authorizing and providing for the issuance, and levying a tax to pay the Bonds; Approval of the Continuing Disclosure Certificate.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

December 20, 2021

The City Council of the City of Waterloo, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ _____.M., on the above date. There were present Mayor Quentin Hart, in the chair, and the following named Council Members:

_____

Absent: _____

Vacant: _____

* * * * * * *

Council Member _____ introduced the following resolution entitled "RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, $14,075,000 Taxable General Obligation Urban Renewal Bonds, Series 2022A, dated January 4, 2022, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, STATE OF IOWA:

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of $14,075,000 Taxable General Obligation Urban Renewal Bonds, Series 2022A, dated January 4, 2022.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 20th day of December, 2021.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF $14,075,000 TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2022A, AND LEVYING A TAX TO PAY SAID BONDS; APPROVAL OF THE CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF $14,075,000 TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2022A, AND LEVYING A TAX TO PAY SAID BONDS; APPROVAL OF THE CONTINUING DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the San Marnan Urban Renewal and Redevelopment Plan Area, as amended from time to time, including those costs associated with the acquisition of properties and financing one or more Economic Development Grants to private developers to fund the acquisition, construction, and equipping of a recreational theme park, essential corporate urban renewal purpose project(s), and it is deemed necessary and advisable that the City issue Taxable General Obligation Urban Renewal Bonds, for such purpose(s) to the amount of Not to Exceed $14,500,000 as authorized by Sections 384.25 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 384.24(3)(q), 384.25 and 403.12 of the Code of Iowa this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Bonds, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Bonds for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, STATE OF IOWA:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean $5,000 or any integral multiple thereof.

- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.

- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.

- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.

- "Bonds" shall mean $14,075,000 Taxable General Obligation Urban Renewal Bonds, Series 2022A, authorized to be issued by this Resolution.

- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

- "Depository Bonds " shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.

- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.

- "Issuer" and "City" shall mean the City of Waterloo, State of Iowa.

- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.

- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.

- "Project" shall mean the costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the San Marnan Redevelopment Area, as amended from time to time, including those costs associated with acquisition of properties and financing one or more Economic Development Grants to private developers to fund the acquisition, construction, and equipping of a recreational theme park.

- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.

- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.

- "Resolution" shall mean this resolution authorizing the Bonds.

- "Treasurer" shall mean the Chief Financial Officer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Bonds hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Waterloo, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
$1,152,763.23	2022/2023
$1,327,887.50	2023/2024
$1,317,187.50	2024/2025
$1,511,287.50	2025/2026
$401,087.50	2026/2027
$427,587.50	2027/2028
$518,487.50	2028/2029
$677,487.50	2029/2030
$823,187.50	2030/2031
$995,787.50	2031/2032
$989,687.50	2032/2033
$993,387.50	2033/2034
$985,852.50	2034/2035
$907,262.50	2035/2036
$904,207.50	2036/2037
$900,007.50	2037/2038
$900,040.00	2038/2039
$894,165.00	2039/2040
$887,490.00	2040/2041

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2022 will be collected during the fiscal year commencing July 1, 2023.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Black Hawk County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Bonds issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Bond Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2022 GENERAL OBLIGATION BOND FUND NO. 1" (the "Bond Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds hereinafter authorized to be issued; and also there shall be apportioned to said fund its

proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Bond Proceeds. Proceeds of the Bonds, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2021, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2021, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. Taxable General Obligation Urban Renewal Bonds of the City in the amount of $14,075,000, shall be issued pursuant to the provisions of Sections 384.25 and 403.12 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "TAXABLE GENERAL OBLIGATION URBAN RENEWAL BOND, SERIES 2022A", be dated January 4, 2022, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2022, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Bond. The Bonds shall be in the denomination of $5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
$720,000	2.000%	2023
$1,035,000	2.000%	2024
$1,045,000	2.000%	2025
$1,260,000	2.000%	2026
$175,000	2.000%	2027
$205,000	2.000%	2028
$300,000	2.000%	2029
$465,000	2.000%	2030
$620,000	2.000%	2031
$805,000	2.000%	2032
$815,000	2.000%	2033
$835,000	2.100%	2034
$845,000	2.200%	2035
$785,000	2.300%	2036
$800,000	2.400%	2037
$815,000	2.450%	2038
$835,000	2.500%	2039
$850,000	2.550%	2040
$865,000	2.600%	2041

b) Redemption.

i. Optional Redemption. Bonds maturing after June 1, 2030, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity.

DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

c) Urban Renewal Purposes.

The Bonds are hereby declared to be issued for essential public and governmental purposes for qualified urban renewal projects.

The Bonds shall recite in substance that they have been issued by the City in connection with an urban renewal project as defined by Chapter 403 of the Code of Iowa, and in any suit, action or proceeding involving the validity or enforceability of any bond issued hereunder or the security therefor, such Bond shall be conclusively deemed to have been issued for such purpose and such project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

Section 7. Issuance of Bonds in Book-Entry Form; Replacement Bonds.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bonds registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated or in the Representation Letter.

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to

receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of

and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. UMB Bank, N.A. is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Bonds to the Issuer.

f) Non-Presentment of Bonds. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one bond for each annual maturity. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and

Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Bond shall surrender the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the Resolution of Issuer authorizing the issuance of the Bonds;

2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Bonds to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;

3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Bonds proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF BLACK HAWK"
"CITY OF WATERLOO"
"TAXABLE GENERAL OBLIGATION URBAN RENEWAL BOND"
"SERIES 2022A"
ESSENTIAL CORPORATE URBAN RENEWAL PURPOSE

Rate: _____
Maturity: _____
Bond Date: January 4, 2022
CUSIP No.: _____
"Registered"
Certificate No. _____
Principal Amount: $_____

The City of Waterloo, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2022, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

THE HOLDERS OF THE BONDS SHOULD TREAT THE INTEREST AS SUBJECT TO FEDERAL INCOME TAXATION.

This Bond is issued pursuant to the provisions of Sections 384.24(3)(q), 384.25 and 403.12 of the Code of Iowa, for the purpose of paying costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the San Marnan Redevelopment Area, as amended from time to time, including those costs associated with acquisition of properties and financing one or more Economic Development Grants to private developers to fund the acquisition, construction, and equipping of a recreational theme park, in conformity to a Resolution of the Council of said City duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized

representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Bonds maturing after June 1, 2030, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Bondholders of such change. All bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond Resolution.

This Bond and the series of which it forms has been issued by the City in connection with an urban renewal project as defined in Chapter 403 of the Code of Iowa, and in any suit, action or proceeding involving the validity or enforceability of any bond issued hereunder or the security therefor, such Bond shall be conclusively deemed to have been issued for such purpose and such project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and

performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Bond to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication:_____
This is one of the Bonds described in the within mentioned Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

By: _____
Authorized Signature
Registrar and Transfer Agent: UMB Bank, N.A.
Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

CITY OF WATERLOO, STATE OF IOWA

By: _____(manual or facsimile signature)_____
Mayor

ATTEST:

By: _____(manual or facsimile signature)_____
City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Bond and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

_____

_____
(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED)_____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification
Number of Transferee(s) _____
Transferee is a(n):

Individual*	_____	Corporation	_____
Partnership	_____	Trust	_____

*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - ..... Custodian .....
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Bond)

Section 14. Closing Documents. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Bonds.

Section 16. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 17. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 18. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 20th day of December, 2021.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned City Clerk of the City of Waterloo, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2021.

_____
Kelley Felchle, City Clerk, City of Waterloo,
State of Iowa

(SEAL)

01973351-1\11310-144

CITY OF WATERLOO

Council Communication

Resolution authorizing and providing for the issuance and levying a tax to pay the Bonds and Approval of the Continuing Disclosure Certificate, in conjunction with the $14,075,000 General Obligation Bonds, Taxable Series 2022A, and authorizing the Mayor and City Clerk to execute said documents.

City Council Meeting: 1/3/2022
Prepared: 12/28/2021

ATTACHMENTS:

	Description	Type
	Letter of Instruction	Backup Material
	Continuing Disclosure Certificate	Backup Material

SUBJECT:	Resolution authorizing and providing for the issuance and levying a tax to pay the Bonds and Approval of the Continuing Disclosure Certificate, in conjunction with the $14,075,000 General Obligation Bonds, Taxable Series 2022A, and authorizing the Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
	These resolutions are necessary to complete the issuance of the bonds that were sold December 1, 2021.
Summary Statement:	The Continuing Disclosure Certificate requires the City to provide annual financial information to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System (EMMA) if certain events occur.

AHLERS COONEY
ATTORNEYS

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Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com

Kristin B. Cooper
515.246.0330
kcooper@ahlerslaw.com

December 7, 2021

VIA E-MAIL

Kelley Felchle
City Clerk
715 Mulberry
Waterloo, Iowa 50703

Re: Waterloo, Iowa - $14,075,000 Taxable General Obligation Urban Renewal Bonds, Series 2022A

Dear Kelley:

Included with this letter are documents to complete Council action in connection with the authorization for the issuance of the above Bonds.

1. The Council procedure consists of the following:

(a) Resolution Appointing Registrar and Paying Agent. This resolution appoints UMB Bank, N.A. to serve as Registrar and Paying Agent.

(b) Resolution authorizing the issuance of the Bonds. The resolution must be adopted by an affirmative vote equal to a majority of the full Council membership.

2. Closing Certificates and Documents: Please return one executed copy of each of the following:

(a) Continuing Disclosure Certificate. The form of Continuing Disclosure Certificate, which is described in detail below, is included for approval by the Council under the Resolution authorizing issuance. This Certificate should be signed by the Mayor and the Clerk but not dated.

(b) Delivery Certificate. This certificate should be signed BUT NOT DATED. Please complete and confirm the financial data on page 2.

(c) Transcript Certificate. This certificate is to be executed and sealed in the manner indicated on the second page and may be dated at the time of completion. A notary attestation for all official signatures is required.

(d) Authentication Order

(e) County Auditor's Certificate. A true copy of the authorizing resolution as adopted is to be certified and filed with the Auditor of Black Hawk County. The Auditor is asked to certify to such filing on the certificate

(f) Paying Agent; Note Registrar and Transfer Agent Agreement.

Continuing Disclosure Certificate

Securities and Exchange Commission Rule 15c2-12, prohibits underwriting and recommendation to the public of the purchase of municipal securities for which adequate secondary market information is not available. The rules apply generally to any municipal offering over $1,000,000. The City therefore has an obligation to provide continuing disclosure to the marketplace while the Bonds are outstanding. The applicable covenants and duties of the City are outlined in the Continuing Disclosure Certificate.

The Continuing Disclosure Certificate requires the City to provide annual financial information and operating data and other operating data described in the Continuing Disclosure Certificate to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system ("EMMA") so long as the Bonds are outstanding, and also to provide notice to EMMA if certain events occur. This information and data must be sent in "searchable PDF" form. You should ensure that your audit and operating data will be available in that format so you may comply. The events which must be reported are detailed in the certificate, but other events which would be of concern to the rating agencies or Bond holders also should be considered for disclosure under the anti-fraud provisions of the federal securities laws.

These disclosure requirements are ongoing and it will be important to designate an appropriate contact person who will have a primary responsibility for preparing and coordinating the filing of the annual financial information, operating data and any event notices.

The penalties for violation of the rule fall ultimately on the issuer of the Bonds, because underwriters may be precluded from agreeing to underwrite or bid on Bonds of issuers who have not complied with their disclosure obligations. Failure to comply therefore may result in fewer bids and ultimately no bids or the inability to secure an underwriter for an issue.

Closing Matters.

As you know, closing of this issue is scheduled to occur on or about January 4, 2022. At the time of closing, copies of the above items will be delivered to the Purchaser of the Bonds in exchange for the agreed purchase price. Our legal opinion also will be delivered to the Purchaser at that time.

Should you have any questions, or if we can be of any assistance in completing the enclosed items, please don't hesitate to contact me.

Very truly yours,

Ahlers & Cooney, P.C.

Kristin Billingsley Cooper
FOR THE FIRM

KBC:seb
Enclosures
cc: LeAnn Even, Deputy City Clerk, City of Waterloo (via email w/ encl.)
Michelle Weidner, Chief Financial Officer, City of Waterloo (via email w/ encl.)
Nancy Higby, Administrative Secretary, City of Waterloo (via email w/encl.)
Maggie Burger/Charlotte Nielsen, Speer Financial (via email w/encl.)
Diana Van Vleet, UMB Bank (via email w/encl.)

01973187-1\11310-144

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Waterloo, State of Iowa (the "Issuer"), in connection with the issuance of $14,075,000 Taxable General Obligation Urban Renewal Bonds, Series 2022A (the "Bonds") dated January 4, 2022. The Bonds are being issued pursuant to a Resolution of the Issuer approved on December 20, 2021 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate; Interpretation. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Bonds, dated December 1, 2021.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Section 3. Provision of Annual Financial Information.

a) The Issuer shall, or shall cause the Dissemination Agent to, not later than two hundred seventy (270) days after the end of the Issuer's fiscal year (presently June 30th), commencing with information for the 2020/2021 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

b) If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the form attached as Exhibit A.

c) The Dissemination Agent shall:

i. each year file Annual Financial Information with the National Repository; and

ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Section 4. Content of Annual Financial Information. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

a) The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

b) A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the captions "Socioeconomic Information - Retail Sales", "Local Option Sales Tax", "Property Tax Information", "Debt Information", and "Financial Information."

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

i. Principal and interest payment delinquencies;

ii. Non-payment related defaults, if material;

iii. Unscheduled draws on debt service reserves reflecting financial difficulties;

iv. Unscheduled draws on credit enhancements relating to the Bonds reflecting financial difficulties;

v. Substitution of credit or liquidity providers, or their failure to perform;

vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS

Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Bonds, or material events affecting the tax-exempt status of the Bonds;

vii. Modifications to rights of Holders of the Bonds, if material;

viii. Bond calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

ix. Defeasances of the Bonds;

x. Release, substitution, or sale of property securing repayment of the Bonds, if material;

xi. Rating changes on the Bonds;

xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;

xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

xvi. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

b) Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

c) If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business Days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Bonds shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. Rescission Rights. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.

Date: _____ day of _____, 2021.

CITY OF WATERLOO, STATE OF IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

EXHIBIT A

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Waterloo, Iowa.

Name of Bond Issue: $14,075,000 Taxable General Obligation Urban Renewal Bonds, Series 2022A

Dated Date of Issue: January 4, 2022

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Bonds. The Issuer anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20___.

CITY OF WATERLOO, STATE OF IOWA

By: _____
Its: _____

01960271-1\11310-144

CITY OF WATERLOO

Council Communication

Executive Session on the purchase of real estate pursuant to Iowa Code Section 21.5(1)(j).

City Council Meeting: 1/3/2022
Prepared:

Submitted by: Submitted By:

CITY OF WATERLOO

Council Communication

Leisure Services Commission Meeting minutes of November 9, 2021.

City Council Meeting: 1/3/2022
Prepared: 12/16/2021

ATTACHMENTS:

Description	Type
11/9/2021 minutes	Backup Material

SUBJECT: Leisure Services Commission Meeting minutes of November 9, 2021.

Submitted by: Submitted By:

MINUTES
WATERLOO LEISURE SERVICES COMMISSION
TUESDAY, November 9, 2021
300 Jefferson Street

The meeting was held in the Multipurpose Room at the SportsPlex. Jadyn Spencer called the meeting to order at 7:30am.

Present: Sharon Samec, Tom Christensen, Jadyn Spencer, Tom Powers, and Bob Bamsey and Council Liaison Dave Boesen, Paul Huting, Todd Derifield, Chris Dolan, Mark Gallagher, Travis Nichols and JB Bolger, Amie Rivers Absent: Brenda Durbahn, Tim Moses,
Todd Derifield

Jadyn Spencer called for motion to approve of the agenda. Sharon Samec made a motion to approve agenda. Second by Tom Powers Ayes: All. Nays: None

Jadyn Spencer called for motion for approval of the October 12, 2021 meeting minutes. Bob Bamsey made a motion to approve minutes, second by Tom Powers
Ayes: All Nays: None

Jadyn Spencer called for approval of the bills. Motion by Sharon Samec to approve the October bills, second by Bob Bamsey Ayes: All Nays: None

AGREEMENT FOR GATES PARK MASTER PLAN
Board reviewed the proposed Agreement for the comprehensive master plan for Gates Park to work in concert with Ballard-King Aquatics Master Plan. It will include options identified by public input surveys and focus group meeting, to include conceptual plans and cost estimates for an inclusive playground, aquatic features, lighted sport courts, remediation of the impacts of a new flood wall, evaluation and recommendations for improvements to parking, circulation, trail connections and accessibility. Bob Bamsey asked if this was part of the aquatics plan for the City. It is a piece of the whole Gates Plan. Bob Bamsey commented the pools are in bad shape and this committee needs to keep the plan moving forward. Motion by Bob Bamsey to recommend approval by City Council, second by Sharon Samec. Ayes:All Nayes: None

RECREATION PROGRAM FEES AND SPORTSPLEX MEMBERSHIP RATES
The board reviewed proposed new rates for Recreation Fees and Cedar Valley SportsPlex Membership fees. Rates are attached. Motion by Bob Bamsey to pass a resolution recommending the new rates for adoption by City Council. Second by Tom Powers Ayes: All Nays: None

WATERLOO MUNICIPAL GOLF RATES FOR 2022 SEASON
Board reviewed the summary of proposed new DAILY rates for Waterloo's three municipal golf courses. Daily rates have not been increased since 2017. Included in the proposal is a new College Mini Season ticket to be used for members of the Hawkeye Community College golf team. Rates are attached. Motion by Bob Bamsey to propose a resolution recommending new rates be adopted by City Council. Second by Tom Powers Ayes: All Nays: None

STAFF UPDATES

Young Arena – Chris Dolan

- Battle of Waterloo Wrestling 32 teams ,December 17th&18th
- MYAS Wrestling 600 participants Sunday December 19th
- Warriors High School Hockey Season started on October31st.
- JR Gold High School Hockey started in November.
- Gas utilities at Young Arena are anticipated to increase this winter between 50%-100%
- South roof replacement continues, waiting on final inspection.

Sports and SportsPlex – Mark Gallagher

We have received funds from the IEDA Fitness Center Relief Fund and will be working toward getting new equipment ordered prior to the first of the year.

Construction – Travis Nichols

The park restrooms and water is shut down for the year. We continue to run a 5 day garbage route. Once the weather changes we will decrease days for the route and remove 50% of cans for the grass areas and use only parking lot and hard surface areas for garbage route. Crew continues to do general maintenance in parks and at Leisure facilities. The crew did some repairs on the golf courses and at the Sportsplex. We are see a large amount of graffiti showing up on Lane St/MLK underpass. We are covering new graffiti on a weekly basis. We are also seeing graffiti show up at Sullivan Park and the Amphitheatre. The Young Arena Roof Project is at 90% and is water tight. We are waiting on metal capping and final detail work. It should be completed soon.

Park, Golf and Downtown Area – JB Bolger

- Our tree stump removal contractor has completed removal of 209 stumps that are on city right of way in front of citizen homes, in our park system, and on our golf courses.
- The REAP Committee has elected not to fund our Phase II of improvements to Greenbelt Lake. It would have been funded had REAP been fully funded at the State level. We will continue to explore options to get this second phase of improvements done in the future.
- Golf rounds report attached- at the end of October we are 10,751 rounds up from 2020.
- We have recently completed carpentry, roofing, and paint updates to the South Hills irrigation pump house and the Gates Starters shed. Additionally all on-course restrooms have been recently painted at each golf course.
- We have filled the Park Maintenance II Crew Leader position effective Tuesday November 2nd. We are thrilled to have the position filled, this position will help us maintain our higher end ball fields among other areas.

The next regular Leisure Services Commission Meeting will be held Tuesday, December 14, 2021.

Jadyn Spencer announced she is leaving the Waterloo area for a different job opportunity. This will be her last meeting.

Jadyn Spencer asked for motion to adjourn. Motion by Sharon Samec, second Tom Powers. Meeting was adjourned at 8:05am.

Sharon Samec

Sharon Samec, Secretary

12/14/2021

Signed this Date

CURRENT MEMBERSHIP STRUCTURE

	MONTHLY	BASE FEE	TAX
ADULT	**$50.29**	$47.00	$3.29
ADULT PLUS *MEMB + CLUB LOCKER	N/A	N/A	N/A
YOUTH	**$26.75**	$25.00	$1.75
COLLEGE	**$32.10**	$30.00	$2.10
SENIOR	**$26.75**	$25.00	$1.75
SENIOR PLUS	N/A	N/A	N/A
FAMILY	**$75.97**	$71.00	$4.97
FAMILY PLUS *MEMB + CHILD CARE	N/A	N/A	N/A
SENIOR COUPLE	**$48.15**	$45.00	$3.15
COUPLE	**$69.55**	$65.00	$4.55
CLUB LOCKER	**$26.75**	$25.00	$1.75
CHILD CARE	**$16.05**	$15.00	$1.05

	ANNUAL	BASE FEE	TAX
ADULT	**$594.92**	$556.00	$38.92
ADULT PLUS *MEMB + CLUB LOCKER	N/A	N/A	N/A
YOUTH	**$298.53**	$279.00	$19.53
COLLEGE	**$371.29**	$347.00	$24.29
SENIOR	**$298.53**	$279.00	$19.53
SENIOR PLUS	N/A	N/A	N/A
FAMILY	**$893.45**	$835.00	$58.45
FAMILY PLUS *MEMB + CHILD CARE	N/A	N/A	N/A
SENIOR COUPLE	**$556.40**	$520.00	$36.40
COUPLE	**$808.92**	$756.00	$52.92
CLUB LOCKER	**$321.00**	$300.00	$21.00
CHILD CARE	**$192.60**	$180.00	$12.60

PROPOSED MEMBERSHIP STRUCTURE

	MONTHLY	BASE FEE	TAX
ADULT	**$53.50**	$50.00	$3.50
ADULT PLUS *MEMB + CLUB LOCKER	**$67.41**	$63.00	$4.41
YOUTH	**$29.96**	$28.00	$1.96
COLLEGE	**$35.31**	$33.00	$2.31
SENIOR	**$29.96**	$28.00	$1.96
SENIOR PLUS	**$42.80**	$40.00	$2.80
FAMILY	**$80.25**	$75.00	$5.25
FAMILY PLUS *MEMB + CHILD CARE	**$87.74**	$82.00	$5.74
SENIOR COUPLE	**$51.36**	$48.00	$3.36
COUPLE	**$69.55**	$65.00	$4.55
CLUB LOCKER	**$26.75**	$25.00	$1.75
CHILD CARE	**$16.05**	$15.00	$1.05

	ANNUAL	BASE FEE	TAX
ADULT	**$588.50**	$550.00	$38.50
ADULT PLUS *MEMB + CLUB LOCKER	**$770.40**	$720.00	$50.40
YOUTH	**$329.56**	$308.00	$21.56
COLLEGE	**$388.41**	$363.00	$25.41
SENIOR	**$329.56**	$308.00	$21.56
SENIOR PLUS	**$511.46**	$478.00	$33.46
FAMILY	**$882.75**	$825.00	$57.75
FAMILY PLUS *MEMB + CHILD CARE	**$963.00**	$900.00	$63.00
SENIOR COUPLE	**$564.96**	$528.00	$36.96
COUPLE	**$765.05**	$715.00	$50.05
CLUB LOCKER	**$321.00**	$300.00	$21.00
CHILD CARE	**$192.60**	$180.00	$12.60

WATERLOO LEISURE SERVICES

PROPOSED 2022 GOLF RATES

	2021	2022 Proposed
Daily Fee		
Adult	23.00	24.00
9 Hole	16.00	17.00
2nd Nine	7.00	7.00
Junior	10.00	10.00
Senior	22.00	23.00
Young Adult	20.00	21.00
MTW Tee off Before 1:00	25.00	27.00
6pm to Sunset	25.00	29.00
October Weekday	16.00	17.00
Winter Rate	10.00	11.00
18 Hole Punch	210.00	220.00
9 Hole Punch	150.00	160.00

New for 2022- College Mini Season Ticket 150.00
This pass is only for members of Hawkeye Golf Team for in-season play only.

CITY OF WATERLOO

Council Communication

Airport Board Meeting minutes of November 17, 2021.

City Council Meeting: 1/3/2022
Prepared: 12/15/2021

ATTACHMENTS:

	Description	Type
🗋	Airport Board Meeting Minutes of November 17, 2021	Backup Material

SUBJECT: Airport Board Meeting minutes of November 17, 2021.

Submitted by: Submitted By:

MINUTES

WATERLOO REGIONAL AIRPORT BOARD

Wednesday November 17, 2021

I. ROLL CALL

Board Chair Arlene Humble called the meeting to order at 12:02 p.m.

Board Members Present:	Cary Darrah, Arlene Humble, Doug Rathburn and David Deeds.
Board Members Absent:	Gwenne Berry, Scott Voigt and Todd Holcomb.
City Officials Present:	Councilmember Ray Feuss.
Airport Staff Present:	Keith Kaspari, Airport Director and Sheila Combs.
Other Attendees:	Doug Schindel.

II. AGENDA AS RECEIVED OR AMENDED

N/A

III. PUBLIC COMMENTS

None.

IV. REPORTS

A. Airport Director

Mr. Kaspari asked if there were any questions on his written report and there were none.

B. Legislative Information & Updates

None.

C. Misc. Monthly Airport Reports

Reviewed miscellaneous reports. Airline stats are improving and fares are still very attractive.

V. BOARD APPROVAL

A. Approval of Minutes of the October 27, 2021 Regular Meeting

Mrs. Darrah moved that the minutes of the October 27, 2021 meeting be approved, seconded by Mr. Rathburn. Ayes: 3. Motion carried.

B. Motion to Receive and File October 2021 Expenses

Mr. Deeds moved that the October 2021 expenses be received and filed, seconded by Mrs. Darrah. Ayes: 3. Motion carried.

VI. OLD BUSINESS

A. Verbal Update: Monthly Airfield Construction – Taxiway Bravo, Charter Apron, East Ramp and Tree Removal

Mr. Kaspari stated that the airfield construction has been completed (pictures of work completed were included in the Board packet).

VII. NEW BUSINESS

A. Discussion of Parking Rates and Time in the Parking Lot at No Charge.

Mrs. Humble suggested that the daily parking rate should be increased to $8.00 and that the fee schedule should be simplified. Her suggestion was:

0 – 2 hours Free
2 – 6 hours $5.00
6 – 24 hours $8.00

Discussion followed. Mr. Deeds stated that he would be in favor of increasing the daily rate with the caveat that some of the increased revenue be allocated to beautify the Terminal entrance area with some easy-to-care-for plantings in the island portion of the entrance.

Moved by Mr. Deeds, seconded by Mrs. Darrah, that effective July 1, 2022 parking rates are increased to $8.00 per day, following Mrs. Humble's suggested fee schedule and with the before-mentioned caveat about plantings. Ayes: 3. Motion carried.

B. Review of Staff Recommendations of Airport Rates and Charges Effective July 1, 2022 & July 1, 2023.

Board discussed handout detailing current and suggested rates and charges. Consensus was to continue this discussion at the December meeting.

C. General Discussion: Discussion of Bids Received via the U.S. Department of Transportation's Office of Aviation Analysis for Waterloo Regional Airport beginning with the Next Term of Scheduled Service to Begin on or about May 1, 2022.

Board discussed the bids received from American Airlines and Air Choice One. Board recommended to continue with American Airlines service to Chicago O'Hare.

Moved by Mr. Deeds, seconded by Mrs. Darrah, that the Board support the bid by American Airlines to continue to serve ALO. Ayes: 3. Motion carried.

VIII. STAFF AND BOARD MEMBER COMMENT

Mr. Kaspari asked for input on moving the December meeting to the 3rd Wednesday, December 15th. Board consensus was to move the meeting to 3:00 p.m. on December 15, 2021.

IX. ADJOURNMENT

Hearing no objections, Mrs. Humble adjourned the meeting at 1:10 p.m.

Respectfully submitted,

Arlene Humble

Arlene Humble, Chairperson

CITY OF WATERLOO

Council Communication

Board of Adjustment minutes of October 26, 2021.

City Council Meeting: 1/3/2022
Prepared: 12/17/2021

ATTACHMENTS:

Description	Type
minutes	Backup Material

SUBJECT: Board of Adjustment minutes of October 26, 2021.

Submitted by: Submitted By:

MINUTES
CITY OF WATERLOO, IOWA
BOARD OF ADJUSTMENT
REGULAR MEETING - 4:00 P.M. OCTOBER 26, 2021

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: Brad Condon, Jeri Thornsberry, John Chiles, and John Beckman.

Members present electronically were: April Leadley.

Members absent were: None.

Others present were: Aric Schroeder and John Dornoff, – Planning Department; and 2 citizens.

Others present electronically: Noel Anderson – Community Planning and Development Director and Kyle Larson – LGC Development.

I. Approval of the Agenda

It was moved by Beckman, seconded by Chiles to approve the agenda. Motion carried unanimously.

II. Approval of the Minutes from the regular meeting on September 28, 2021.

It was moved by Thornsberry, seconded by Chiles to approve the minutes of the September 28, 2021 meeting with an amendment to page 2 to replace the word stall with the word staff. Motion carried unanimously.

III. Decision Items

1. Request by the Masonic Temple for a Special Permit to allow for a fraternal organization and permit the construction of a 576 square foot detached garage in the "C-1" Commercial District located at 607 Bishop Avenue.

Dornoff read the staff report recommending approval of the request.

Thornsberry asked what "unless approved by the Board of Adjustment" at the end of the condition meant to which Dornoff answered if the applicant does not want to meet any of those codes they would need to return to the Board of Adjustment for a variance.

Chiles asked why this needs a variance to which Dornoff answered that it does not need a variance it is a request for a Special Permit since the accessory structure is considered an addition they need to come before the Board for the Special Permit. Chiles also asked why it needs a Special Permit and if it was a business would they have had to come to the Board to which Dornoff responded because it is a fraternal organization it needs a Special Permit and a typical business would not.

Condon asked if they would have gotten the Special Permit years ago would they have needed to come before the commission to which Dornoff responded they would have still needed to since it is an expansion of a Special Permit use, and is larger than the size allowed as a minor.

It was moved by Beckman, seconded by Chiles to approve the request of the Masonic Temple for a Special Permit to allow for a fraternal organization and permit the construction of a 576 square foot

detached garage in the "C-1" Commercial District located at 607 Bishop Avenue. Motion carried unanimously.

2. Request by Damir Brakic for a variance to the accessory structure size limit to allow for a 2,400 square foot accessory structure in addition to 1,300 square feet of existing accessory buildings for a total of 3,700 square feet of accessory buildings, 1,900 square feet more than the 1,800 square feet allowed, a variance to allow a height of 18', 3' more than the 15' allowed in conjunction with a one-story home, and a variance to allow vertical metal siding, located in the "A-1" Agricultural District at 4416 Hammond Avenue.

Dornoff read the staff report recommending approval of the request for the size and height variance but denial of the metal siding variance with the condition that the accessory structure may be used only for personal storage and not be for commercial purposes.

Condon asked if the shed had metal siding also to which Dornoff answered that it appears to have vinyl siding.

Damir Brakic, 4416 Hammond Avenue, was asked by Beckman what the intended use of the building would be to which Brakic answered storage, mostly of vehicles. He will soon have 5 drivers in his house with his teenagers about to get their driver's licenses plus he owns a boat, a motorcycle, lawnmowers, cars, etc. and he doesn't like them in the driveway.

Chiles asked if all the cars are for private use or for a business to which Brakic answered that they are for private use because he is a car guy and he has a race car and along with about 7 cars and a trailer. He would like to consolidate everything into one building including not only the cars but lawnmowers and garden equipment and get rid of the shed. Chiles then asked if he was open to having a condition that the shed is removed as part of the condition of approving the new accessory structure to which Brakic initially indicated he would be ok with.

Chiles then asked if he was thinking of removing the other garage when the new one is built to which Brakic responded no he would only want to remove the shed.

Beckman asked for clarification on which building was to be eliminated to which Brakic indicated the small shed located between the house and the garage to the north, and the new garage will be closer to the west property line.

Beckman noted that during the last meeting that the neighbors were concerned about large vehicles using the property to which Brakic responded that during construction there will be construction equipment coming and going, but nothing after that.

Condon told Brakic that the neighbors thought you had semis to which Brakic said no.

Beckman asked if it was a single-car trailer to which Brakic said it was.

Chiles asked if he planned to run his business out of there to which Brakic said no.

Beckman asked Brakic if his business is currently in Evansdale in an old bowling alley and if he still has the property at Lafayette and Osage and if he is planning to keep his business there and not run it out of his house to which Brakic stated that he still owns both lots and has no intention of running his business out of his residence.

Chiles again asked Brakic if he was ok with there being a condition that would require that the shed be demolished and that the new building cannot be used for commercial purposes to which Brakic asked if he could move the shed to another part of the property to which Chiles said that they would have to use the new numbers but it should be fine.

Dornoff noted that even with the larger square footage they would still be under the 6% accessory structure limit.

Thornsberry asked if the existing accessory building has steel siding to which Brakic said it did and Dornoff noted it was approved by the Board of Adjustment to have steel siding back in 2013.

Beckman noted there was concern about the height to which Dornoff responded that the applicant did not present building sketches but stated they would need 12-foot doors so staff just added the 18-foot height limit so the applicant would be covered and not have to return for another variance. The applicant responded he was not sure how tall the building would need to be but knows that he has to have 12-foot high doors to clear his truck. Schroeder noted with the size of the building and the 12-foot doors the building height would probably be in the 17-foot range so allowing up to 18' tall would work out best.

Beckman asked what Brakic meant by big truck to which Brakic responded that he has a lifted pickup truck and a 10-foot lift.

Brakic stated that there is no way a semi-truck would even fit into this driveway.

It was moved by Chiles, seconded by Thornsberry to approve the request by Damir Brakic for a variance to the accessory structure size limit to allow for a 2,400 square foot accessory structure in addition to 1,300 square feet of existing accessory buildings for a total of 3,700 square feet of accessory buildings, 1,900 square feet more than the 1,800 square feet allowed, a variance to allow a height of 18', 3' more than the 15' allowed in conjunction with a one-story home, and a variance to allow vertical metal siding, located in the "A-1" Agricultural District at 4416 Hammond Avenue with the condition that the accessory structure may only be used for personal storage and not be used for commercial purposes. Motion carried unanimously.

3. Request by LGC Development (LG Companies) for a variance to allow two lots to have lot widths of 77' 11/16", 2' 1/16" less than the 80' required, and a width of 77' 5/8", 2' 3/8" less than the 80 feet required for the development of two duplexes in the "R-1" One and Two-Family Residence District located at and adjacent to 1010 Fletcher Avenue.

Dornoff read the staff report recommending approval of the request and noted that staff has received no calls on the request.

Condon asked if the properties are to be sold or will these be rentals to which Dornoff responded that LGC Development usually builds homes to sell or that are already sold.

Thornsberry asked if this was the same group who was before the Board requesting to build a complex along the golf course to which Dornoff responded this was a separate request.

Dornoff noted that this request has been to City Council because it was a development agreement for the developer to buy some unneeded golf course land along with land from the property owners to the south. However, when they came in for a building permit staff realized the lots were too narrow for the duplexes by a small amount.

Beckman asked if too much structure is being crammed into this area like the Martin Road development to which Dornoff responded that this development meets all the other regulations except for lot width which is only off by a small amount.

Beckman asked if the properties will have Fletcher addresses and driveways off of Fletcher to which Dornoff responded yes.

Anderson stated that this went to City Council because of excess land that was sold by the city to the developer, allowing an older run-down residential structure to be replaced by new structures with an increased tax base.

Beckman asked Anderson if this was talked about months ago to which Anderson stated that yes it was discussed but due to an error by staff it was not noticed that when discussing with the applicant on what could be built there that the lots were just slightly too narrow for the duplexes but meet all the other requirements. Looking at lot size it is comparable to other lots in the area and larger than many of them and a nice fit for the neighborhood.

Kyle Larson, LGC Development, answered a question from Condon if the homes would be sold as duplexes or separately too which stating that the homes will be turned into condominiums and sold as single-family attached condominiums. The plan is to sell them as upmarket three to four-bedroom units.

Beckman asked how many square feet would the buildings be and if they would have single-stall garages to which Larson responded that they will be approximately 1600 square foot main base units with finished basements and have two-stall garages.

Thornsberry asked if they would be a single story to which Larson responded that they would be two-story and with the finished basement would have approximately 2200 to 2300 square feet and two-stall garages upmarket selling for approximately $300,000.

Condon noted that he has a problem with the word duplexes as it seems like they will be rental properties.

It was moved by Thornsberry, seconded by Chiles to approve the request by LGC Development (LG Companies) for a variance to allow two lots to have lot widths of 77' 11/16", 2' 1/16" less than the 80' required, and a width of 77' 5/8", 2' 3/8" less than the 80 feet required for the development of two duplexes in the "R-1" One and Two-Family Residence District located at and adjacent to 1010 Fletcher Avenue. Motion carried unanimously.

IV. Discussion

Dornoff showed a list of temporary variances that have been granted over the last 5 years indicating if they are still active, have followed through with the requirements of the temporary variance, or are in violation of the temporary variance. Those in violation have 60-days to correct the issue or return to the Board of Adjustment for another variance or Code Enforcement will be getting involved. Dornoff also noted that the store at 315 Fletcher violates the conditions of their Site Plan Amendment and staff will be sending a letter to them shortly but that situation is more complicated but staff will get the letter out soon.

Thornsberry stated she has questions over the new format of the staff reports as it seems like it causes more flipping through the pages to which Dornoff responded we are trying to put any exhibits into the section of the staff report that is relevant and Schroeder responded that we are trying to ensure it is not overdone either, but it can be reviewed and tweaked in the future.

The next meeting of the Board of Adjustment will be on October 26, 2021.

V. Adjournment

It was moved by Beckman, seconded by Chiles, to adjourn the meeting at 4:43 p.m. Motion carried unanimously.

Respectfully submitted,

John Dornoff,
Planner I

CITY OF WATERLOO

Council Communication

Complete Streets minutes of October 26, 2021.

City Council Meeting: 1/3/2022
Prepared: 12/17/2021

ATTACHMENTS:

Description	Type
minutes	Backup Material

SUBJECT: Complete Streets minutes of October 26, 2021.

Submitted by: Submitted By:

Minutes of The
City of Waterloo Complete Streets Advisory Committee Meeting
October 26, 2021

Meeting of the City of Waterloo Complete Streets Advisory Committee was called to order at 1:30 pm October 26, 2021, by Chairperson Cass in the Harold E. Getty Council Chambers, City Hall.

Roll Call: Members present: Felicia Cass, Pat Morrissey, Paul Huting, Wayne Castle, David Sturch, John Dornoff, Kyle Durant (for Brian Schoon), Aric Schroeder, and Matt Schindel.

Members present electronically: David Sturch, Sandi Greco, Jessica Rucker, and Ray Feuss.

Members absent were: Anne Marie Kofta, Will Frost, and Greg Young.

Other people attending in person: Aldina Dautovic- INRCOG; Michelle Sweeney and Doug Schindel – AECOM;

Other people attending online: Kevin Blanshan – INRCOG.

It was moved by Morrissey, seconded by Castle to approve the minutes of the September 28, 2021 meeting. Motion carried unanimously.

1. **Presentation by AECOM – La Porte Road and other projects.**

- Sweeney went over the projects that AECOM is currently working on.
  - University Avenue.
    - Phase 1 and 2 –Only minor punch items left.
    - Phase 3 – Landscaping and minor fixture pieces plus decorative retaining wall at Greenhill Road.
    - Improvements done:
      - Bus stop shelters and turnouts.
      - Side road and neighborhood connections.
      - Colored crosswalks.
    - Other things that remain.
      - Kiosk for Hanna Family – base installed just waiting for remaining parts.
    - CSAC was thanked for attending ribbon cutting.
    - Morrissey brought up speed limit along the corridor.
  - La Porte Road/Hess Road
    - Letting will be next October for phase 1.
    - Projects will then move north.
    - Same general goals as the University Avenue corridor.
    - There will be a report to stakeholders in December.
    - AECOM will come back in January to go over what was discussed with stakeholders.
    - Sweeney showed cross sections of the project.
    - Enhancements:
      - Recreation trail along the west side of the street.
      - Sidewalk along the east side of the street although not the entire section.
      - Landscaping and place making improvements.
      - Utilities to go underground.
    - Estimated cost of $32 million.

- State funding of $8,030,000
- Tap Funding of $151,328
- Other financing options:
  - RAISE grant.
  - Infrastructure bill getting passed on the Federal level.
- Facebook page has been created.
- City Project page on website.

- US Highway 63 improvements.
  - Trail has been installed
  - Banners and other signing will be going up.
  - Some lighting still needs to be installed.
  - The columns at the foot of the bridge will be made of limestone and the logos back lit.
  - Colored concrete has been installed.
  - Street trees to be installed.
- Shaulis Road Trails.
  - Phase from Cedar Terrace to the Cedar Valley Nature Trail.
  - Final phase from Cedar Terrace to Dysart will be complicated and expense with depending on how the crossing of US Highway 218 is done.
  - Also issues with Shaulis road west of Texas Street due to narrow right of way.
  - Discussion on how to deal with the issues that the final phase presents including routing the trail the way it was designed for Kiefer Plat that did not go through.
- Center for the Arts.
  - The first two phases will be completed in 2022.
  - Phase 3 is pending funding.
  - Cass discussed finding an easier way to access the building for pedestrians but due to the dimensions of the parking lot it would be impossible to add pedestrian accommodations without losing parking spaces.
- Commercial Street.
  - Street and sidewalk construction should be done in November depending on the weather.
  - Currently working on the sidewalk in front of the library which has presented some issues.
- $4^{th}/5^{th}/6^{th}$ Streets.
  - Stake holder meeting in December.
  - Working on cross sections.

2. **Review of Flammang Drive sidewalk infill project and consider recommendation on inclusion for funding sidewalk projects for the CIP.**

- 200 Foot section without sidewalks east of Hammond Avenue.
- Flammang has a 25 mph speed limit but sees 52000 vehicles per day.
- There is no trees or other issues with adding the sidewalk.
- Will be relatively easy construction with only one gravel driveway.
- There is a bus route on Hammond so this will benefit riders.
- Scored at 75.

It was moved by Morrissey, seconded by Huting to add Flammang Drive to the CIP request. Motion carried unanimously.

3. **Pedestrian Master Plan**

- Complete policy will return to committee after going to Anderson and Knutson.

4. **Upcoming Planning Commission Agenda Review**

- Schroeder went over the agenda.
- Plat on the agenda for the Schoitz Hospital area.
    - Discussion on the situation around the north east side around East High School.
    - Lots of pedestrian traffic due from East High School.
    - Feuss stated that many people has discussed the issue with him.
    - Request the developer put in sidewalks along Acadia Street when the property develops.

It was moved by Feuss, seconded by Morrissey to recomend that the developer of Schoitz Addition add sidewalks to their section of Acadia Street when the property is developed. Motion carried unanimously.

- Sidewalk vacated along Gable Street.
    - Sidewalk is next to street and actually on private property.
    - Gable is a seal coat street.
    - Issue with parking on sidewalks and trucks damaging the sidewalk.
    - Sidewalks were fixed up in 2019 but are already showing damage.
    - Committee expressed no issues with the vacate request.

5. **Wayfinding/Sharrows on Leland**

- Signs along corridor went up before RAGBRAI except for last block but those will be up soon and should be in by fall.

6. **Other Project Status Updates**

- Park Avenue and 11th Avenue bridges:
    - Bids were estimated at 19.6 million, low bid was PCI was 20.6 million.
    - Enhancements on bridges will be similar to University Avenue.
- Marina
    - December letting for the project.
- WARP
    - New Street being installed as an extension of East Lake Street.
- Construction season
- Leisure Services.
    - Working on Master Plan for the future of the pools.

7. **Other Discussion**

- Committee expressed appreciation to Brian Schoon for his dedicated service as he was on the committee when it was formed and welcome Kyle Durant to the committee.
- Committee discussed canceling the December meeting.

It was moved by Schroeder, seconded by Durant to cancel the December meeting. Motion carried unanimously.

Adjournment

Cass adjourned the meeting at 3:02p.m.

Respectfully submitted,

John Dornoff
Planner I