



**THE CITY COUNCIL OF WATERLOO, IOWA  
REGULAR SESSION TO BE HELD AT  
Harold E. Getty Council Chambers  
Monday, February 2, 2026  
5:30 PM**

**CITY OF WATERLOO  
COMMUNITY VISION PLAN**

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

**GENERAL RULES FOR PUBLIC PARTICIPATION REGULAR SESSION AGENDA**

- A. 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 three (3) minutes During the public comment section of the agenda. The public shall not be required to pre-register to speak during public comment. Individuals shall only speak on matters not listed on the regular agenda for that date. Any matter presented shall be directed to the presiding officer and addressed, if necessary, after the meeting.
- B. Council members may speak during public comment portion of the agenda after the public has finished speaking
- C. City staff shall not be required to provide an immediate answer to a matter presented during a council meeting unless it specifically pertains to an item on the agenda

#### **RULES FOR PUBLIC COMMENT DURING PUBLIC HEARINGS**

Individuals may speak during the public comment portion of a scheduled public hearing for a maximum of three (3) minutes or may submit written comments to the city clerk by four o'clock (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, Cub Scout Pack 3025.

**Approval of Agenda as proposed or amended.**

**Approval of Minutes of the January 20, 2026, Regular Council Session, as proposed or amended.**

**Swearing in of Waterloo Youth City Council.**

#### **CONSENT AGENDA**

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

separately. The public may contact council members with questions regarding consent agenda items. 1-4A-16(A)(8).

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 by Twin Card Holdings, for tax exemptions on the construction of a new commercial building valued at \$125,000.00, for property located at 1017 Jefferson Street and located in the Consolidated Urban Revitalization Area (CURA).
3. Resolution approving the request by Matthew Baish, for tax exemptions on the construction of a new single family house valued at \$850,000.00, for property located at 4946 William Drive and located in the City Limits Urban Revitalization Area (CLURA).
4. Resolution approving the request by Robson Homes Inc, for tax exemptions on the construction of a new condominium valued at \$200,000.00, for property located at 4103 Omaha Avenue and located in the City Limits Urban Revitalization Area (CLURA).
5. Resolution approving the request by Robson Homes Inc., for tax exemptions on the construction of a new condominium valued at \$200,000.00, for property located at 4105 Omaha Avenue and located in the City Limits Urban Revitalization Area (CLURA).
6. Resolution setting date of public hearing as February 16, 2026, to approve a request by the City of Waterloo to vacate an approximately 72,145 square-foot platted easement located west and north of 2320 West Airline Highway to allow for future development, and instruct the City Clerk to publish notice.
7. Resolution approving preliminary plans, specifications, bid documents, etc., setting the date of bid opening as February 26, 2026, and date of public hearing as March 16, 2026, in conjunction with the FY 2026 CIPP Phase VA Project, Contract No. 1141, and directing the City Clerk to publish notice.
8. Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Cahoy Pump Service, Inc., of Sumner, Iowa, in the amount of \$367,493.00 in conjunction with the FY 2024 Hawthorne Avenue Storm sewer Lift Station Relief Well, Contract No. 1066, and receive and file a two-year maintenance bond.
9. Motion to approve Change Order No. 1 with Midwest Demolition Contractors Inc., of Walford, Iowa, for a net increase of \$19,950.00, for additional demolition work for property located at 310 Upland Drive, and to extend the term of the contract to February 16, 2026, in conjunction with Demolition and Site Clearance Services Contract D-2025-08-01P, and authorizing the Mayor to execute said document.
10. Communication from the Human Rights Department on the notice of the conclusion of employment of Nancy Culpepper, Administrative Secretary, effective January 9, 2026, with recommendation of approval of payout of \$11,930.61 for unused benefits.
11. Communication from the Legal Department on the notice of the conclusion of employment of Sheryl Akin, Legal Secretary, effective January 2, 2026, with recommendation of approval of payout of \$10,610.19 for unused benefits.

12. Communication from the Police Department on the notice of the conclusion of employment of Daniel Fredericksen, Police Officer, effective January 6, 2026, with recommendation of approval of payout of \$16,651.84 for unused benefits.
13. Communication from the Police Department on the notice of the conclusion of employment of Chris Gergen, Police Officer, effective January 9, 2026, with recommendation of approval of payout of \$40,076.22 for unused benefits.
14. Communication from the Fire Department on the notice of the conclusion of employment of Tony McGrane, Fire Lieutenant, effective January 2, 2026, with recommendation of approval of payout of \$33,911.44 for unused benefits.
15. Communication from the Library Department on the notice of the conclusion of employment of Susan Harnois, Librarian I, effective December 31, 2025, with recommendation of approval of payout of \$6,680.70 for unused benefits.
16. Communication from the Culture & Arts Department on the notice of the conclusion of employment of Thomas Klenske, Technician/Preparator, effective January 9, 2026, with recommendation of approval of payout of \$6,519.10 for unused benefits.
17. Motion to receive and file Leisure Services Commission Board minutes of October 14, 2025.
18. **Liquor Licenses**  
 Casey's General Store #2866, 51 E. Tower Park Drive, Class E w/Sunday Sales (Renewal) 02/28/2027.  
 Cork's Grocery, 1956 Lafayette Street, Class B w/Sunday Sales (New) 01/31/2027.  
 Courtyard by Marriott, 250 Westfield Avenue, Class C w/Sunday Sales (Renewal) 11/19/2026.  
 Elite Café Bar, 1108 Jefferson Street, Class C w/Sunday Sales (Renewal) 02/07/2027.  
 Fairfield Inn & Suites, 2134 La Porte Road, Class B w/Sunday Sales (Renewal) 02/12/2027.  
 Golf Waterloo, 1830 E. Shaulis Road, Class C w/Outdoor Service & Sunday Sales (Renewal) 02/28/2027.  
 Golf Waterloo, 820 E. Donald Street, Class C w/Outdoor Service & Sunday Sales (Renewal) 02/28/2027.  
 Golf Waterloo, 1000 Fletcher Avenue, Class C w/Outdoor Service & Sunday Sales (Renewal) 02/28/2027.  
 Local Bar Hop, 708 Jefferson Street, Class C w/Sunday Sales (Renewal) 02/21/2027.  
 Spectra Venue Management, 200 W. 4th Street, Class C w/Sunday Sales (Renewal) 01/31/2027.  
 Vetran's of Foreign Wars Club Post 1623, 1406 Commercial Street, Class C w/Sunday Sales (Renewal) 01/20/2027.

19. Bonds.

**PUBLIC HEARINGS**

1. **Request by Zydeco Investments, LLC for a Site Plan Amendment to allow for up to 200,000 square-feet of Phase II and Phase III expansions in the “M-2,P” Planned Industrial District located at 4050 Leverage Road.**

Motion to receive and file proof of publication of notice of public hearing.  
HOLD HEARING - No comments on file.

Motion to close public hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.  
Motion to receive, file, consider and pass for the first time an ordinance amendment to Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a Site Plan Amendment request by Zydeco Investments, LLC for a Site Plan Amendment to allow for up to 200,000 square-feet of Phase II and Phase III expansions in the "M-2,P" Planned Industrial District located at 4050 Leverage Road.

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

**2. Request by the City of Waterloo to acquire or condemn necessary property for right-of-way, permanent easements, and temporary easements related to the La Porte Road Reconstruction Phase III Project along La Porte Road, generally located south of East Ridgeway Avenue to Bopp Street.**

Motion to receive and file proof of publication of notice of public hearing.  
HOLD HEARING - No comments on file.

Motion to close the hearing and receive and file oral and written comments.  
Resolution authorizing to proceed with the La Porte Road Reconstruction Phase III Project, to make final selection of the location, to authorize funding for the public improvement project, and determine that there is a reasonable expectation the city will be able to achieve its public purpose, comply with all applicable standards, and obtain the necessary permits, and authorizing the use of condemnation procedures for acquisition of property interests in furtherance of the project objectives, and to establish the amount of just compensation.

Submitted by: Noel Anderson, Community Planning and Development Director

**RESOLUTIONS**

1. Resolution approving a Mutual Termination and Rescission of Development Agreement in relation to the Development Agreement dated June 3, 2024 with J&R Real Estate Holdings, LLC, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Noel Anderson, Community Planning and Development Director

2. Resolution approving the First Amendment to a Development and Minimum Assessment Agreement dated July 7, 2025 with BKKS Holdings, LLC, in the amount of \$1,995,000.00, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Noel Anderson, Community Planning and Development Director

3. Resolution approving the Iowa Certified Local Government 2025 Annual Report, and authorizing the Mayor and Community Planning and Development Director to execute said document.

Submitted by: Noel Anderson, Community Planning and Development Director

4. Resolution approving the dedication of a water main easement by the City of Waterloo on

City owned property located west of 3105 Airport Boulevard.

Submitted by: Noel Anderson, Community Planning and Development Director

5. Resolution approving the dedication of a sanitary sewer and water main easement by the City of Waterloo on City owned property, located west of 3105 Airport Boulevard and north of the Canadian National Railroad.

Submitted by: Noel Anderson, Community Planning and Development Director

6. Resolution approving a Development Agreement with Jeanette Moore-Loggins, for the construction of a new single-family dwelling on an infill lot located at 312 Newell Street, including a \$7,500.00 infill grant incentive upon substantial completion, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Noel Anderson, Community Planning and Development Director

7. Resolution approving a Professional Services Agreement with Mieke Commercial Real Estate of Waterloo, Iowa, with a retainer in the amount of \$1,000.00, in conjunction with the relocation of Hertz and Enterprise rental car operations to Waterloo Regional Airport, and authorizing the Mayor to execute said document.

Submitted by: Steven Kjergaard, Director of Aviation

## **ORDINANCES**

- 1. An ordinance amending the City of Waterloo Code of Ordinances by amending Chapter 4, Plumbing Regulations, of Title 9, Building Regulations.**

Motion to receive, file, consider, and pass for the second time an ordinance amending the City of Waterloo Code of Ordinances by repealing and replacing Chapter 4, Plumbing Regulations, of Title 9, Building Regulations with a new Chapter 4, Plumbing Regulations, of Title 9, Building Regulations.

Motion to suspend the rules.

Motion to consider and pass for the third time and adopt said ordinance.

Submitted by: Greg Ahlhelm, Building Official

- 2. An ordinance Amending the City of Waterloo Code of Ordinances by amending Chapter 3, Electrical Regulations, of Title 9 Building Regulations.**

Motion to receive, file, consider, and pass for the second time an ordinance amending the City of Waterloo Code of Ordinances by repealing and replacing Chapter 3, Electrical Regulations, of Title 9 Building Regulations with a new Chapter 3, Electrical Regulations, of Title 9 Building Regulations.

Motion to suspend the rules.

Motion to consider and pass for the third time and adopt said ordinance.

Submitted by: Greg Ahlhelm, Building Official

- 3. An ordinance amending the City of Waterloo Code of Ordinances by amending Chapter 5, Mechanical Systems, of Title 9, Building Regulations.**

Motion to receive, file, consider, and pass for the second time an ordinance amending the City of Waterloo Code of Ordinances by repealing and replacing Chapter 5, Mechanical

Systems, of Title 9, Building Regulations with a new Chapter 5, Mechanical Systems, of Title 9, Building Regulations.

Motion to suspend the rules.

Motion to consider and pass for the third time and adopt said ordinance.

Submitted by: Greg Ahlhelm, Building Official

**PUBLIC COMMENTS**

**ADJOURNMENT**

**Motion to adjourn.**

Kelley Felchle  
City Clerk

January 20, 2026

The City Council of the City of Waterloo, Iowa, met in Regular Session at Harold E. Getty Council Chambers, Waterloo, Iowa, at 5:30 PM, on Tuesday, January 20, 2026.

Roll Call.

Mayor Dave Boesen in the Chair. Mr. Schmitt, Ms. Creighton-Smith (via Zoom), Ms. Berry, Mr. Salamanca, Mr. Martin and Mr. Simon.

Prayer or Moment of Silence.

Pledge of Allegiance, Steve Schmitt, Ward 1 Council Member.

Approval of Agenda as proposed or amended.

Simon/Schmitt

that the agenda as amended to remove Item #4 to be discussed separately, be approved. Voice vote-Ayes: Six. Motion carried.

Approval of Minutes of the January 5, 2026, Regular Council Session, as proposed or amended.

Simon/Schmitt

that the minutes of the January 5, 2026, Regular Session, as proposed, be approved. Voice vote-Ayes: Six. Motion carried.

CONSENT AGENDA

Simon/Schmitt

that the following items on the consent agenda be received and placed on file, including the payment of bills for January 12, 2026, in the amount of \$4,620,254.62, and January 20, 2026, in the amount of \$1,846,395.26, be received and placed on file. Roll Call vote-Ayes: Six. Motion carried.

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

Resolution adopted and upon approval by Mayor assigned No. 2026-015.

Resolution approving the request by Jofelle Corona and Filomeno Corona Jr., for tax exemptions on the construction of a new single-family home valued at \$459,890.00, for property located at 5760 Wall Street and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2026-016.

Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as February 5, 2026, and date of public hearing as February 16, 2026, in conjunction with Demolition and Site Clearance Services, Contract No. D-2026-02-08P, and instruct the City

Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No. 2026-017.

Resolution setting date of public hearing as February 2, 2025, to approve a Site Plan Amendment by Zydeco Investments LLC to allow for up to 200,000 square feet of phase 2 and phase 3 expansions in the "M-2,P" Planned Industrial District located at 4050 Leverage Road, and instruct the City Clerk to publish notice.

This item was moved to the end of the consent agenda for separate discussion.

Resolution approving a request to seek two proposals for nine manual cardiac monitor/defibrillators.

Resolution adopted and upon approval by Mayor assigned No. 2026-018.

Motion to approve Change Order No. 2 with Lehman Trucking & Excavating, Inc. of Waterloo, Iowa, for a net increase of \$18,000.00, for additional demolition work for property located at 100 E. 9th Street, and to extend the term of the contract to February 16, 2026, in conjunction with Demolition and Site Clearance Services Contract RD-2025-08-02P.

Motion to receive and file Grout Museum funding reports of October, November, and December 2025.

Motion to approve the appointment of **James Gleissner** from the current Civil Service List to the position of Preparator/Technician in the Culture & Arts, effective January 21, 2026.

### **Liquor Licenses**

Dallas Fresh Waterloo, 814 La Porte Road, Class C w/Sunday Sales (Renewal) 10/16/2026.

Hy-Vee Food & Drug #3, Class E, w/Sunday Sales (Renewal) 02/08/2027.

King Star, 2035 E. Mitchell Avenue, Class B, w/Sunday Sales (Renewal) 01/19/2027.

La Cava, 126 E. Ridgeway Avenue, Class C w/Sunday Sales (Ownership Update) 01/31/2026.

Love's Travel Stops & Country Store #702, 3301 Greyhound Drive, Class C w/Sunday Sales (Ownership Update) 08/03/2026.

New Star Fletcher, 315 Fletcher Avenue, Class E w/Sunday Sales (Renewal) 01/29/2027.

Ray's Supermarket, 1975 Franklin Street, Class E w/Sunday Sales (Ownership Update) 05/31/2026.

Ray's Supermarket 2, 1956 Lafayette Street, Class E w/Sunday Sales (Ownership Update) 05/31/2026.

The Broken Record, 315 w. 4th Street, Class C w/ Sunday Sales (Renewal) 01/20/2027.

Veteran's of Foreign Wars Club Post 1623, Class C w/Sunday Sales (Ownership Update) 01/20/2027.

Walgreen #07451334 Flammang, Class E w/Sunday Sales (Ownership Update) 09/30/2026.

Waterloo Blackhawk's Hockey, 125 Commercial Street, Class C w/Sunday Sales (Renewal) 12/15/2026.

## Bonds.

Item #4.

Simon/Creighton-Smith

Resolution setting date of public hearing as February 2, 2026, to approve a Site Plan Amendment by Zydeco Investments, LLC to allow for up to 200,000 square feet of phase 2 and phase 3 expansions in the "M-2,P" Planned Industrial District located at 4050 Leverage Road, and instruct the City Clerk to publish notice. Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-019.

Mr. Simon questioned if we were on target for this site plan amendment.

Noel Anderson, Community Planning and Development Director, explained that they are far ahead of the timeline in the Development Agreement and further provided an overview of the project.

## RESOLUTIONS

Resolution approving a revised fee schedule to increase fee for Required Satellite Sites for Recycling and Yard Waste Collection from \$5.00 per month to \$6.00 per month.

Schmitt/Creighton-Smith

Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-020.

David Dryer, 3145 W. 4th Street, requested an explanation of the satellite sites.

Scott Brunson, Sanitation Director, provided an overview of the locations of the satellite sites.

Mr. Salamanca requested an overview of why the rate increase is needed.

Scott Brunson commented on the importance of recycling to our planet, and that the cost of recycling continues to rise. Unfortunately, the cost is passed down to the city and, ultimately, the citizens of Waterloo.

Mr. Salamanca questioned why rates have not increased for several years and how we can be prepared in the future.

Scott Brunson explained that the five dollar fee is for more than the satellite sites. The compost yard, grinding of the brush, manpower, equipment and fuel goes into running this program and the extra dollar is to help offset the cost but will still not cover everything.

Mr. Schmitt commented that this is the first increase since 2019, commented that this is a 20% increase, and in the future recommended gradual increases, as this would have been a 3% increase over that time frame.

Council members continued the discussion with Scott Brunson.

Mayor Boesen shared that in an ideal world, Waterloo would also have a transfer station to help save on vehicle wear and tear, time, and be a benefit to residents of Waterloo.

Resolution approving Supplemental Agreement No. 1 with AECOM Technical Services, Inc., of Waterloo, Iowa, in the amount of \$62,300.00, in conjunction with the Sanitary Sewer Improvements FY 2026 CIPP Phase VA Project Professional Services Agreement originally executed November 18, 2024, and authorizing the Mayor to execute said document.

Schmitt/Creighton-Smith

Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-021.

Resolution approving a Development and Minimum Assessment Agreement with ET Enterprises Corporation, for the rehabilitation of 1721-1729 Mulberry Street into nineteen residential units, a daycare, and community space, including the Infill Housing Incentive of \$5,000.00 per residential unit for a maximum of \$95,000.00, and a Minimum Assessment Agreement of \$2,250,000.00, and authorizing the Mayor and City Clerk to execute said documents.

Schmitt/Creighton-Smith

Roll Call vote-Ayes: Five. Nays: One (Salamanca). Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-022.

Mr. Simon asked if this is a change of ownership.

Noel Anderson, Community Planning and Development Director, confirmed and shared that the city has approved a Development Agreement for this site before, but with the change of ownership there are now state workforce housing tax credits in play, so it was decided to move forward with a new Development Agreement. He shared that representatives from the project are in attendance if the council would like to hear from them.

Mr. Salamanca requested that the representatives come forward.

Randy Roth, Endeavour Corp., Milwaukee, WI, explained the reason for the change of ownership and said that nothing has changed with the scope of the project.

Mr. Salamanca asked what other projects this developer has successfully accomplished.

Randy Roth provided an overview of his experience, as he will be running the development side of the project. He shared that Endeavour is a twenty-five year-old company that has done approximately 1.5 billion dollars in projects in thirty different states. He provided a listing of projects he has been involved in and said that in Waterloo, he worked with Don Temeyer on the HyVee store on Logan and also worked on the cardiology center behind Logan Plaza. He shared that his company will be responsible for structuring the financing and FIB, a large regional bank, has agreed to provide the construction financing and be the tax credit investor.

Mr. Martin requested an overview of the benefits of the project.

Noel Anderson provided an overview of the agenda item. He added that more housing units and daycare are needed in the community to help it grow.

Ms. Creighton-Smith questioned who will do the maintenance and upkeep on the property once it is complete.

Randy Roth explained that a local third party management firm would be retained to help manage the property.

Mayor Boesen questioned where the timeline is at for starting the work and questioned if the city will need to amend it.

Noel Anderson commented that he would need to check what the timeline was in the new agreement, but said they had started on the project to remain eligible for the state workforce housing tax credit.

Mayor Boesen questioned if these will be receiving affordable housing tax credits.

Randy Roth explained that low-income and affordable housing typically refer to a federal designation, so they are not receiving a federal designation of affordable housing credits. He would classify them as workforce housing, so instead of affordable, it is what the market will bear.

Ms. Creighton-Smith questioned if the housing would be considered a more mixed income.

Noel Anderson commented that they have the ability to lease them how they wish and said there are no limitations on the tax credits.

Resolution approving an Amendment to the Development Agreement, originally executed May 20, 2024, with Iowa Heartland Habitat for Humanity, to extend the deadline for completion of 516 Pine Street to January 20, 2028, and authorizing the Mayor and City Clerk to execute said document.

Simon/Schmitt

Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-023.

David Dryer, 3145 W. 4th Street, requested an explanation of why Habitat for Humanity is delayed in the construction process.

Noel Anderson, Community Planning and Development Director, explained that Habitat is utilizing historical tax credits for the first time, and the process is taking longer than they anticipated because it takes longer to get through the historical process and get the approval.

Ms. Creighton-Smith commented that she understands that the project of Habitat for Humanity is one that is not only a historic property, but must follow specifications, unlike previous projects.

Noel Anderson confirmed.

Mayor Boesen commented that this will be a beautiful project when it is complete.

Resolution approving a Development Agreement with Jeffrey P. Weber and Denise K. Weber,

for the construction of a new single-family home on an infill lot located at 610 Burbank Avenue, including a \$5,000.00 infill incentive upon substantial completion, and authorizing the Mayor and City Clerk to execute said document.

Simon/Schmitt

Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-024.

Resolution approving a Cooperative Agreement with the Iowa Department of Transportation, up to a maximum DOT contribution of \$500,000.00, in conjunction with the FY 2026 South Waterloo Business Park - Phase I, Contract No. 1129, and authorizing the Mayor and City Clerk to execute said document.

Simon/Schmitt

Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-025.

David Dryer, 3145 W. 4th Street, requested an overview of the item.

Jamie Knutson, City Engineer, provided an overview of the grant funding for the project.

Mr. Schmitt requested an overview of the traffic flow around that site.

Jamie Knutson shared that traffic coming from the west on Highway 20 and exiting onto Ansborough is backing up onto the highway.

Resolution approving filling the Ward 2 vacancy by special election.

Berry/Salamanca

Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-026.

Aaron Stacey Roberts, 411 Almond, commented that the best thing would be to have the Ward 2 community vote.

Kelley Felchle, City Clerk, provided an overview of the process, including available dates, cost of a special election and run-off election and how the city would cover those costs.

## ORDINANCES

An ordinance amending the City of Waterloo Code of Ordinances by amending Chapter 4, Plumbing Regulations, of Title 9, Building Regulations.

Salamanca/Simon

to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances by repealing and replacing Chapter 4, Plumbing Regulations, of Title 9, Building Regulations with a new Chapter 4, Plumbing Regulations, of Title 9, Building Regulations. Roll Call vote-Ayes: Six. Motion carried.

David Dryer, 3145 W. 4th Street, questioned the necessity of the changes to the ordinance.

Noel Anderson, Community Planning and Development Director, explained the updates are state-mandated.

Mayor Boesen commented that some code changes are simple, like numbering or definitions, but others are reactionary due to something bad happened that caused the need for an amendment.

Ms. Creighton-Smith expressed concern that some of the material changes have the potential to allow for root infiltration.

Noel Anderson commented that the plumbing board did not have any concern about the changes, and he reiterated that this is the code that we are required to adopt.

Salamanca/Simon

to suspend the rules. Roll Call vote-Ayes: Five. Nays: One (Schmitt). Motion failed.

An ordinance Amending the City of Waterloo Code of Ordinances by amending Chapter 3, Electrical Regulations, of Title 9 Building Regulations.

Creighton-Smith/Simon

to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances by repealing and replacing Chapter 3, Electrical Regulations, of Title 9 Building Regulations with a new Chapter 3, Electrical Regulations, of Title 9 Building Regulations. Roll Call vote-Ayes: Six. Motion carried.

Mr. Martin commented that these are national and international codes that have been passed and submitted to the City of Waterloo and clarified that it is not the city saying it has to be done, it is the state and federal.

Creighton-Smith/Simon

to suspend the rules. Roll Call vote-Ayes: Five. Nays: One (Schmitt). Motion failed.

An ordinance amending the City of Waterloo Code of Ordinances by amending Chapter 5, Mechanical Systems, of Title 9, Building Regulations.

Schmitt/Simon

to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances by repealing and replacing Chapter 5, Mechanical Systems, of Title 9, Building Regulations with a new Chapter 5, Mechanical Systems, of Title 9, Building Regulations. Roll Call vote-Ayes: Six. Motion carried.

Schmitt/Simon

to suspend the rules. Roll Call vote-Ayes: Five. Nays: One (Schmitt). Motion failed.

## PUBLIC COMMENTS

The following individuals commented on various subjects.

Aaron Stacey Roberts, 411 Almond and Zach Hanson, Economic Vitality Council Chair with Main Street Waterloo.

Simon/Schmitt  
to close public comments. Voice vote-Ayes: Six. Motion carried.

ADJOURNMENT

Simon/Schmitt  
that the council adjourn at 6:29 p.m. Voice vote-Ayes: Six. Motion carried.

---

Kelley Felchle  
City Clerk



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director  
Planning & Zoning Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

Resolution approving the request by Twin Card Holdings, for tax exemptions on the construction of a new commercial building valued at \$125,000.00, for property located at 1017 Jefferson Street and located in the Consolidated Urban Revitalization Area (CURA).

### RECOMMENDED COUNCIL ACTION

Approval

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

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 commercial property under the Consolidated Urban Revitalization Area Plan.

### NEIGHBORHOOD IMPACT

### DATA, ANALYSIS, AND STRATEGIES

Strategy 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

### COMMUNITY ENGAGEMENT METHODS

### SOURCE OF EXPENDITURES

### ALTERNATIVE ACTION

### LEGAL DESCRIPTION

Lots 8,9, and Northeasterly 60 feet in even width of Lot 10, all in Block 39 in the Original Plat, on the West Side of the Cedar River, in the City of Waterloo, Black Hawk County, Iowa.

## ATTACHMENTS

---

1. 1017 Jefferson St CURA Form
2. 1017 Jefferson St CURA Map
3. Twin Card Holdings, Inc - DA-MAA - Recorded 5-19-25



For Office Use Only

Date Received: 11/6/2026  
Received by: [Signature]  
Staff to make a copy for applicant

CONSOLIDATED URBAN REVITALIZATION AREA

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

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

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

Please Note that the City of Waterloo will never ask you to wire transfer money.

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

NAME: Twin Card Holdings SIGNATURE: [Signature]
ADDRESS: 2120 main street EMAIL: JHonermann@MyBuildersSelect.com
TELEPHONE: Cedar Falls 50613 DATE: 12/30/2025
319 242 1160
A. What is the Address of the property being improved? 1017 Jefferson Street

What is the Legal Description of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)?
Parcel ID 8913 2515 8013 - Lots 8 9 and Northeastly 60 feet in even width of lot 10 all in Block 39 in original plat on the west side of the cedar river, in city of Waterloo Iowa, in Black Hawk County Iowa
B. Indicate desired exemption schedule: (1 or 2)
1. One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
2. A partial exemption on the actual value added by improvements according to the following schedule:
a. First Year-----80% d. Fourth Year-----50% g. Seventh Year-----30%
b. Second Year-----70% e. Fifth Year-----40% h. Eighth Year-----30%
c. Third Year-----60% f. Sixth Year-----40% i. Ninth Year-----20%
j. Tenth Year-----20%

Note: Residentially assessed properties receiving the CURA tax abatement incentive will not receive tax abatement on school district taxes. Therefore, all residential properties will pay the school district portion of the property taxes effective July 1, 2024.

C. What was the nature of the improvement(s)? Vacant lot - Built 60x75 New Warehouse Building
D. If this is not a single-family dwelling unit, which you own and reside in, will these improvements create a displacement of your tenants? Yes No
E. What was the cost of the improvement? \$125,000
F. Estimated or actual date of completion of these improvements? September 2025

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

DO NOT Write Below this line - Office Use Only

G. City of Waterloo Building and Inspections Department Information:
Permit Number: WA01734 Date permit was issued: 4/9/2025 Total permit(s) valuation: 135,000

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

1017 Jefferson St

W 8TH ST

COMMERCIAL ST

JEFFERSON ST

W 9TH ST

W 9TH ST

JEFFERSON ST

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

04590 180 270  
Feet

Sources: Esri, Vantor, Almap, DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community. Sources: Esri, TomTom, Garmin, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Comi



2025-13353  
RECORDED: 09/11/2025 02:40:59 PM  
RECORDING FEE: \$72.00  
REVENUE TAX: \$  
COMBINED FEE: \$72.00  
SANDIE L. SMITH, RECORDER  
BLACK HAWK COUNTY, IOWA

*Return to: City of Waterloo*

Prepared by Austin J. McMahon, 222 First Street East, Independence, IA 50644 Phone (319) 291-4366

### DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of May 14, 2025 by and between Twin Card Holdings LLC (the "Company") and the City of Waterloo, Iowa (the "City").

#### RECITALS

- A. Company is the owner of real property legally described as set forth on Exhibit "A" attached hereto (the "Property"), and Company is willing and able to undertake, or cause to be undertaken, the financing and construction of a building and related improvements or rehabilitation on the Property.
- B. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal, and the City further believes that the project is in the vital and best interests of the City and that the project and such incentives are in accordance with the public purposes and provisions of applicable State and local laws and requirements under which the project has been undertaken and is being assisted

#### AGREEMENT

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

1. **Improvements by Company.** Company shall construct a 4,500 square foot building (collectively, the "Improvements"). Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the urban revitalization plan applicable to the Property, and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. City may require that Company submit specific building designs and site plans for City review and approval. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet,

in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Property, the Improvements, and all development-related work to make the Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project."

2. **Timeliness of Construction; Possibility of Termination.** The parties agree that Company's commitment to undertake the Project and to construct the Improvements in a timely manner constitutes a material inducement for the City to offer the incentives provided for in this Agreement, and that without said commitment City would not do so.

A. Deadlines to commence and complete. Company must begin construction of the Improvements within four (4) months after the date of this Agreement and Substantially Complete construction within fourteen (14) months after the date of this Agreement (the "Completion Deadline"). For purposes of this Agreement, "Substantially Complete" means the date on which the Improvements have been completed to the extent necessary for City to issue a certificate of occupancy relating thereto and City has also verified that any Project element for which no permit was necessary has been Substantially Completed. All deadlines are subject to Unavoidable Delays as defined in paragraph B below.

B. Events triggering termination. If Company does not Substantially Complete construction of the Improvements on the schedule stated above, then City may terminate this Agreement as set forth in Section 11, and City shall then have no further obligation under this Agreement. In any circumstance where Company's progress on the Project fails to meet the schedule stated above, then City's Community Planning and Development Director may, but shall not be required to, consent to an extension of time of up to six (6) months for the construction of the Improvements, and if an extension is granted but construction of the Improvements has not begun within such extended period, then any further time extensions will require consent of the City Council. If development has commenced within the required period, as the same may be extended, and is subsequently stopped or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each an "Unavoidable Delay"), the requirement that construction be completed by the Completion Deadline shall be tolled for a period of time equal to the period of Unavoidable Delay.

3. **Utilities.** Company will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services, if any, to the Property and for payment of any associated connection fees.

4. **Minimum Assessment Agreement.** Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property. Company further agrees that prior to the date set forth in Section 2 of the Minimum Assessment

Agreement (the "MAA") attached hereto as Exhibit "B" it will not seek or cause a reduction in the taxable valuation for the Property as improved pursuant to this Agreement, which shall be fixed for assessment purposes, below the amount of \$135,000.00 (the "Minimum Actual Value"), through:

- (a) willful destruction of the Property, the Improvements, or any part of either;
- (b) a request to the assessor of Black Hawk County; or
- (c) any proceedings, whether administrative, legal, or equitable, with any administrative body or court within the City, Black Hawk County, the State of Iowa, or the federal government.

Company agrees to execute and deliver the MAA concurrently with its execution and delivery of this Agreement.

5. **City Incentives.** City agrees to provide the following incentives in support of the Project:

A. Tax Abatement. Because the Property is located in a designated Consolidated Urban Revitalization Area (CURA), the Property is eligible for tax exemption consistent with and to the extent provided for in Iowa law, provided that Company meets all requirements to qualify for such exemption.

6. **Additional Covenants of Company.** In addition to the other promises, covenants and agreements of Company as provided elsewhere in this Agreement, Company agrees as follows with respect to the Improvements:

A. Company agrees during construction of the Improvements and thereafter until the MAA termination date to maintain, as applicable, builder's risk, property damage, and liability insurance coverages with respect to the Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure, and shall provide evidence of such coverages to the City upon request.

B. Until the Improvements are Substantially Completed, Company shall make such reports to City, in such detail and at such times as may be reasonably requested by City, as to the actual progress of Company with respect to construction of the Improvements.

C. During construction of the Improvements and thereafter until the MAA termination date, Company will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Improvements.

D. Company will comply with all applicable land development laws and City and county ordinances, and all laws, rules and regulations relating to its businesses, other than laws, rules and regulations where the failure to comply with the same or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, or condition, financial or otherwise, of Company.

E. Until the MAA termination date, Company will maintain, preserve and keep the Property, including but not limited to the Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions.

F. The Property will have a taxable value as set forth in the MAA and any amendments thereto, and Company agrees that the minimum actual value of the Property and completed Improvements as stated in the MAA and any amendments thereto will be a reasonable estimate of the actual value of the Property and Improvements for ad valorem property tax purposes. Company agrees that it will spend enough in construction of the Improvements that, when combined with the value of the Property and related site improvements, will equal or exceed the assessor's minimum actual value for the Property and Improvements as set forth in the MAA and any amendments thereto.

G. Until the MAA termination date Company agrees that (1) it will not undertake, in any other municipality in Black Hawk County, the construction or rehabilitation of any commercial property as a primary location for Company's business operations of the type to be conducted on the Property, and (2) it will make no conveyance, lease or other transfer of the Property or any interest therein that would cause the Property or any part thereof to be classified as exempt from taxation or subject to centralized assessment or taxation by the State of Iowa.

H. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to any and all parts of the Property conveyed to it. Company agrees that (1) it will not seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute or regulation relating to the taxation of real property included within the Property that is determined by any tax official to be applicable to the Property or to Company, or raise the inapplicability or constitutionality of any such tax statute or regulation as a defense in any proceedings of any type or nature, including but not limited to delinquent tax proceedings, and (2) it will not seek any tax deferral, credit or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other state law, of the taxation of real property included within the Property.

**7. Representations and Warranties of City.** City hereby represents and warrants as follows:

A. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

**8. Representations and Warranties of Company.** Company hereby represents and warrants as follows:

A. It has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

B. This Agreement has been duly and validly executed and delivered by Company and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of Company that is enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Company is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

D. There are no actions, suits or proceedings pending or threatened against or affecting Company in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Company or which in any manner raises any questions affecting the validity of the Agreement or Company's ability to perform its obligations under this Agreement.

E. The financing commitments, which Company will proceed with due diligence to obtain, to finance the construction of the Improvements will be sufficient to enable Company to successfully complete construction of the Improvements as contemplated in this Agreement, subject to additional costs incurred due to Unavoidable Delays.

**9. Indemnification.** Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify,

defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Property. The indemnified parties shall not be liable for any damage or injury to the persons or property of Company or its members, managers, employees, contractors or agents, or any other person who may be about the Property or the Improvements, due to any act of negligence or willful misconduct of any person, other than any act of negligence or willful misconduct on the part of any such indemnified party or its officers, employees or agents. The provisions of this Section shall survive the expiration or termination of this Agreement.

10. **Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean any one or more of the following events that continues beyond any applicable cure periods:

A. Failure by Company to cause the construction of the Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

B. Failure by Company to pay, before delinquency, all ad valorem property taxes levied on or against any of the Property;

C. Failure by any party hereto to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

D. Company (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (4) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of Company as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Company, or part thereof, shall be appointed in any proceedings brought against Company and shall not be discharged within ninety (90) days after such appointment, or if Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to any of Property.

E. Any representation or warranty made by Company in this Agreement, or made by Company in any written statement or certificate furnished by Company pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

11. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may terminate this Agreement. Before exercising such remedy, City shall give 30 days' written notice to Company of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 30 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Upon termination, City may exercise any and all remedies available at law, equity, contract or otherwise for recovery of any sums paid by City to Company, if any, before the date of termination as set forth in this Agreement.

B. Default by City. Whenever any Event of Default in respect of City occurs and is continuing, Company may take such action against City to require it to specifically perform its obligations hereunder. Before exercising such remedy, Company shall give 30 days' written notice to City of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within 30 days and City shall not have provided assurances reasonably satisfactory to the Company that the Event of Default will be cured as soon as reasonably possible.

C. Remedies under this Agreement shall be cumulative and in addition to any other right or remedy given under this Agreement or existing at law or in equity or by statute. Waiver as to any particular default, or delay or omission in exercising any right or power accruing upon any default, shall not be construed as a waiver of any other or any subsequent default and shall not impair any such right or power.

**12. Materiality of Company's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

**13. Performance by City.** Company acknowledges and agrees that all of the obligations of City under this Agreement shall be subject to, and performed by City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with City's lawful authority. All covenants, stipulations, promises, agreements and obligations of City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any governing body member, officer, employee or agent of City in the individual capacity of such person.

14. **No Third-Party Beneficiaries.** No rights or privileges of any party hereto shall inure to the benefit of any contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, subcontractor, material supplier, or other person or entity shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

15. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, facsimile number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, at Twin Card Holdings LLC, 2120 Main Street, Cedar Falls, Iowa 50613, Attention: Jared Honermann and Jones Law Firm c/o Gary Jones, Cedar Falls, Iowa.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, (iii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful. A party may change the address for giving notice by any method set forth in this Section.

16. **No Joint Venture.** Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the City and Company nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

17. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

18. **Severability; Reformation.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof

it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

19. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

20. **Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the parties hereto and their respective attorneys have contributed substantially and materially to the preparation of each and every provision of this Agreement.

21. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

22. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

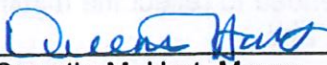
23. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

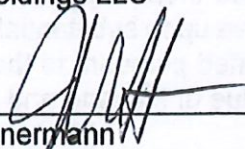
24. **Time of Essence.** Time is of the essence of this Agreement.

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

CITY OF WATERLOO, IOWA

Twin Card Holdings LLC

By:   
Quentin M. Hart, Mayor

By:   
Jared Honermann  
Managing Member

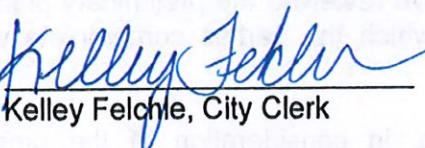
Attest:   
Kelley Felche, City Clerk

EXHIBIT "A"

**Legal Description of Property**

Lots 8, 9 and Northeasterly 60 feet in even width of Lot 10, all in Block 39, in the Original Plat, on the West Side of the Cedar River, in the City of Waterloo, Black Hawk County, Iowa.

EXHIBIT "B"

**MINIMUM ASSESSMENT AGREEMENT**

This Minimum Assessment Agreement (the "Agreement") is entered into as of May 5, 2025, by and among the CITY OF WATERLOO, IOWA ("City"), TWIN CARD HOLDINGS LLC ("Company"), and the COUNTY ASSESSOR of the City of Waterloo, Iowa ("Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Company have entered into a development agreement (the "Development Agreement") regarding certain real property (the "Property"), described in Exhibit "A" thereto, located in the City; and

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Company will undertake the development of a property within a designated urban revitalization area of the City, including the construction of certain improvements as described in the Development Agreement (the "Minimum Improvements") on the Property (the "Project"); and

WHEREAS, pursuant to Iowa Code § 404.3C, the City and the Company desire to establish a minimum actual value for the Property and the Minimum Improvements to be constructed thereon by Company pursuant to the Development Agreement, which shall be effective upon substantial completion of the Project and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum actual value of the land and buildings as to the Project only; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which the parties contemplate will be erected as a part of the Project.

NOW, THEREFORE, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Minimum Improvements by Company, the minimum actual taxable value which shall be fixed for assessment purposes for the Property and Minimum Improvements to be constructed thereon by Company as a part of the Project shall not be less than \$135,000.00 (the "Minimum Actual

Value") until termination of this Agreement. The parties hereto agree that construction of the Minimum Improvements will be substantially completed by the date set forth in the Development Agreement, and in any case if the Minimum Improvements are not substantially completed by December 31, 2026 the parties agree to execute an amendment to this Agreement that will extend the date specified in Section 2 below.

2. The Minimum Actual Value herein established shall be of no further force and effect, and this Minimum Assessment Agreement shall terminate, on December 31, 2036. The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

3. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property and the Minimum Improvements pursuant to the provisions of this Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Property or the Minimum Improvements by Company or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Property or the Minimum Improvements.

4. Company agrees that its obligation to make the tax payments required hereby, to pay the other sums provided for herein, and to perform and observe its other agreements contained in this Agreement shall be absolute and unconditional obligations of Company (not limited to the statutory remedies for unpaid taxes) and that Company shall not be entitled to any abatement or diminution thereof, or set off therefrom, nor to any early termination of this Agreement for any reason whatsoever.

5. Nothing herein shall be deemed to waive the Company's rights under Iowa Code § 404.3C to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall the Company seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement. Nothing herein shall limit the discretion of the Assessor to assign at any time an actual value to the land and Minimum Improvements in excess of the Minimum Actual Value.

6. Company agrees that during the term of this Agreement it will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Property or the Minimum Improvements determined by any tax official to be applicable to the Property or the Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) seek any tax deferral, credit or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other state law, of the taxation of real property, including improvements and fixtures thereon, contained in the Property or the Minimum Improvements; or

(c) request the Assessor to reduce the Minimum Actual Value; or

(d) appeal to the board of review of the city, county, state or to the Director of Revenue of the State of Iowa to reduce the Minimum Actual Value; or

(e) cause a reduction in the actual value or the Minimum Actual Value through any other proceedings.

7. This Agreement shall be promptly recorded by the City with the Recorder of Black Hawk County, Iowa. The City shall pay all costs of recording.

8. Neither the preambles nor provisions of this Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

9. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

10. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, including but not limited to future owners of the Project property.

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

[signatures on next page]



CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement upon completion of the improvements to be made on it, certifies that the actual value assigned to the land and improvements upon completion shall not be less than One Hundred Thirty-Five Thousand and 00/100 Dollars (\$135,000.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof, subject to adjustment as provided in said agreement.

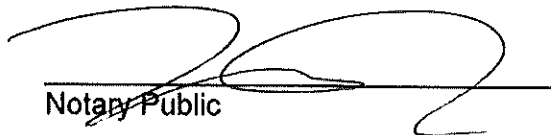
  
Assessor for Black Hawk County, Iowa

9-11-25  
Date

STATE OF IOWA                    )  
  ) ss.  
COUNTY OF BLACK HAWK    )

Subscribed and sworn to before me on 9-11-25, 2025 by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.



  
Notary Public



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director  
Planning & Zoning Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

Resolution approving the request by Matthew Baish, for tax exemptions on the construction of a new single family house valued at \$850,000.00, for property located at 4946 William Drive and located in the City Limits Urban Revitalization Area (CLURA).

### RECOMMENDED COUNCIL ACTION

Approval

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

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.

### NEIGHBORHOOD IMPACT

### DATA, ANALYSIS, AND STRATEGIES

Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

### COMMUNITY ENGAGEMENT METHODS

### SOURCE OF EXPENDITURES

### ALTERNATIVE ACTION

### LEGAL DESCRIPTION

KLINGAMAN PARK FIRST ADDITION LOT 5

## ATTACHMENTS

---

1. 4946 William Dr CLURA Form
2. 4946 William Dr CLURA Map



**For Office Use Only**  
 Date Received: 1/10/2026  
 Received by: 47  
 Staff to make a copy for applicant

**CITY LIMITS URBAN REVITALIZATION APPLICATION**

FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW DWELLINGS AND DAYCARE CENTER IMPROVEMENTS 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 residential dwellings and daycare centers, and any additions or major renovations for utilizing a residential home for children daycare center provided that they 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. Any such day care facilities must be registered with the State of Iowa for day care use.
3. This application must be filed with City prior to the 1<sup>st</sup> 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.
4. Daycare facilities may need a development agreement with the City. Please contact the Waterloo Planning and Zoning Department for more information.

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

NAME: MATTHEW BAISH SIGNATURE: Matthew 2. Baish  
 ADDRESS: 4946 WILLIAM DR EMAIL: mnabaish@msn.com  
 TELEPHONE: (319) 404-2598 DATE: 1/15/2026

A. What is the Address of the property being improved? 4946 WILLIAM DR. WATERLOO, IA 50701

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

KLINGAMAN PARK FIRST ADDITION LOT 5

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

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

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

Note: Residentially assessed properties receiving the CLURA tax abatement incentive will not receive tax abatement on school district taxes. Therefore, all residential properties will pay the school district portion of the property taxes effective July 1, 2024.

C. What was the nature of the improvement(s)?  
New construction residential dwelling

D. What was the cost of the new construction? \$850,000

E. Estimated or actual date of completion of this new construction? 12/29/25

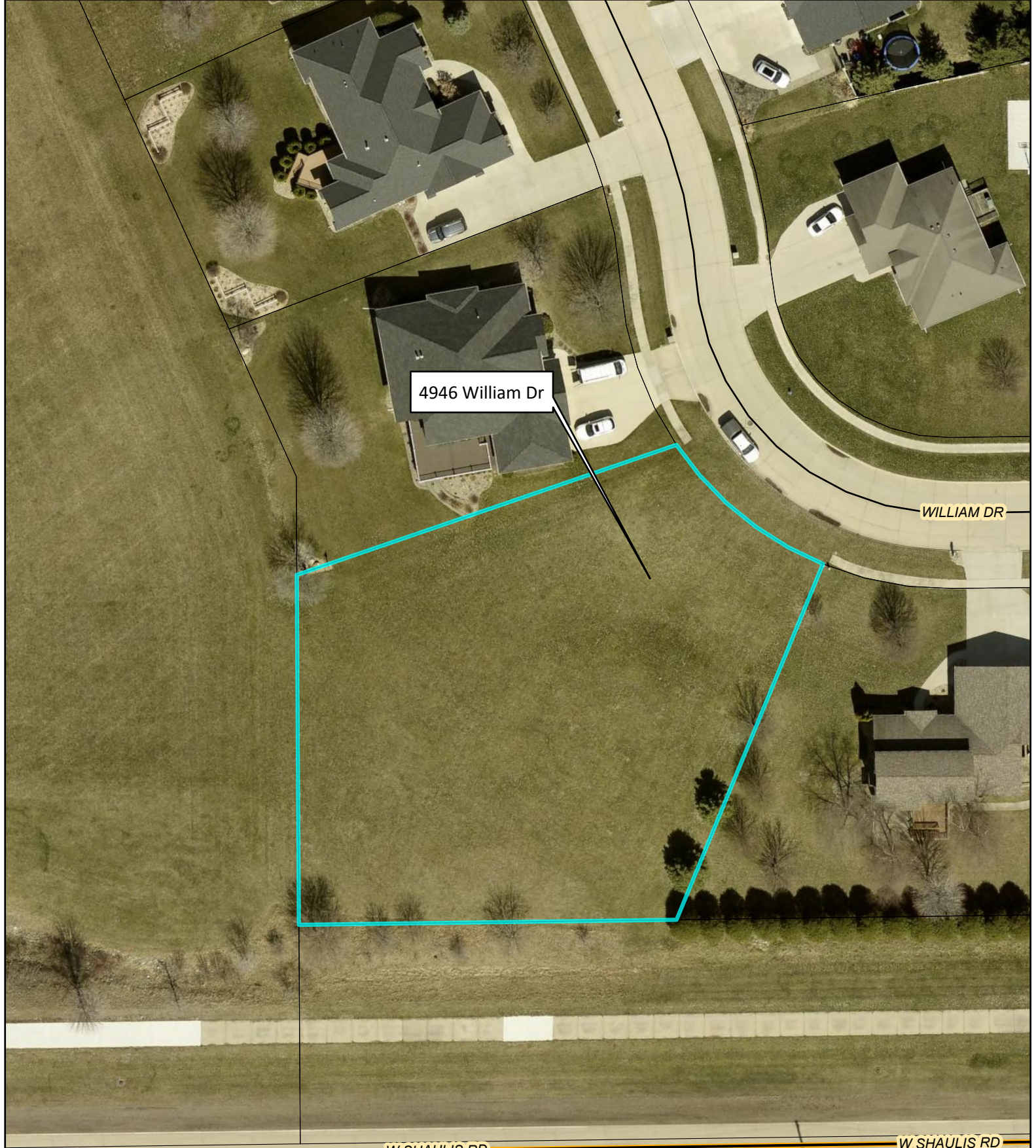
Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

**DO NOT Write Below this line – Office Use Only**

F. City of Waterloo Building and Inspections Department Information:  
 Permit Number: W402379 Date permit was issued: 6/10/2025 Total permit(s) valuation: 750,000

CITY OF WATERLOO  
 \_\_\_\_\_ APPROVED DATED: \_\_\_\_\_ RESOLUTION NO: \_\_\_\_\_  
 \_\_\_\_\_ DENIED

BLACK HAWK COUNTY ASSESSOR  
 \_\_\_\_\_ APPROVED DATED: \_\_\_\_\_  
 \_\_\_\_\_ DENIED  
 T.J. Koenigsfeld  
 Black Hawk County Assessor



4946 William Dr

WILLIAM DR

W SHAULIS RD

W SHAULIS RD

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

0 4590 180 270  
Feet

Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Sources: Esri, TomTom, Garmin, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Com





## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director  
Planning & Zoning Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

Resolution approving the request by Robson Homes Inc, for tax exemptions on the construction of a new condominium valued at \$200,000.00, for property located at 4103 Omaha Avenue and located in the City Limits Urban Revitalization Area (CLURA).

### RECOMMENDED COUNCIL ACTION

Approval

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

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.

### NEIGHBORHOOD IMPACT

### DATA, ANALYSIS, AND STRATEGIES

Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

### COMMUNITY ENGAGEMENT METHODS

### SOURCE OF EXPENDITURES

### ALTERNATIVE ACTION

### LEGAL DESCRIPTION

Prairie Meadow Estates A Condominium Unit 4103

## ATTACHMENTS

---

1. 4103 Omaha Ave CLURA Form
2. 4103 Omaha Ave CLURA Map



For Office Use Only

Date Received: 1/13/26  
Received by: AT  
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW DWELLINGS AND DAYCARE CENTER IMPROVEMENTS 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 residential dwellings and daycare centers, and any additions or major renovations for utilizing a residential home for children daycare center provided that they 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. Any such day care facilities must be registered with the State of Iowa for day care use.
3. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.
4. Daycare facilities may need a development agreement with the City. Please contact the Waterloo Planning and Zoning Department for more information.

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

NAME: Robson Homes Inc SIGNATURE: Dylan Robson
ADDRESS: 3315 Williams Blvd SW Ste 2 #329 Cedar Rapids, IA 52404 EMAIL: Robsonhomes95@gmail.com
TELEPHONE: 319-845-4063 DATE: 01/13/2026

A. What is the Address of the property being improved? 4103 Omaha Ave
What is the Legal Description of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)
Prairie Meadow Estates A Condominium Unit 4103

- B. Indicate desired exemption schedule: (1 or 2)
1. One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
2. A partial exemption on the actual value added by improvements according to the following schedule:
a. First Year-----80% d. Fourth Year-----50% g. Seventh Year-----30%
b. Second Year-----70% e. Fifth Year-----40% h. Eighth Year-----30%
c. Third Year-----60% f. Sixth Year-----40% i. Ninth Year-----20%
j. Tenth Year-----20%

Note: Residentially assessed properties receiving the CLURA tax abatement incentive will not receive tax abatement on school district taxes. Therefore, all residential properties will pay the school district portion of the property taxes effective July 1, 2024.

C. What was the nature of the improvement(s)? New Construction
D. What was the cost of the new construction? \$200,000.00
E. Estimated or actual date of completion of this new construction? 11/20/2025

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.

DO NOT Write Below this line - Office Use Only

F. City of Waterloo Building and Inspections Department Information:
Permit Number: WA14733 Date permit was issued: 1/08/2024 Total permit(s) valuation: 100,000

CITY OF WATERLOO
APPROVED DATED: RESOLUTION NO:
DENIED

BLACK HAWK COUNTY ASSESSOR
APPROVED DATED:
DENIED T.J. Koenigsfeld
Black Hawk County Assessor



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

0 4590 180 270 Feet

4103 Omaha Ave

Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Sources: Esri, TomTom, Garmin, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community





## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director  
Planning & Zoning Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

Resolution approving the request by Robson Homes Inc., for tax exemptions on the construction of a new condominium valued at \$200,000.00, for property located at 4105 Omaha Avenue and located in the City Limits Urban Revitalization Area (CLURA).

### RECOMMENDED COUNCIL ACTION

Approval

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

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.

### NEIGHBORHOOD IMPACT

### DATA, ANALYSIS, AND STRATEGIES

Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

### COMMUNITY ENGAGEMENT METHODS

### SOURCE OF EXPENDITURES

### ALTERNATIVE ACTION

### LEGAL DESCRIPTION

Prairie Meadow Estates A Condominium Unit 4105

## ATTACHMENTS

---

1. 4105 Omaha Ave CLURA Form
2. 4105 Omaha Ave CLURA Map



For Office Use Only

Date Received: 1/3/26
Received by: AJ
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW DWELLINGS AND DAYCARE CENTER IMPROVEMENTS 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 residential dwellings and daycare centers, and any additions or major renovations for utilizing a residential home for children daycare center provided that they meet the following criteria:

- 1. Be located within the CLURA boundaries...
2. Any such day care facilities must be registered with the State of Iowa...
3. This application must be filed with City prior to the 1st working day of February...
4. Daycare facilities may need a development agreement with the City.

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

NAME: Robson Homes Inc SIGNATURE: Dylan Robson
ADDRESS: 3315 Williams Blvd SW Ste 2 #329 Cedar Rapids, IA 52404 EMAIL: Robsonhomes95@gmail.com
TELEPHONE: 319-845-4063 DATE: 01/13/2026

A. What is the Address of the property being improved? 4105 Omaha Ave
What is the Legal Description of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)
Prairie Meadow Estates A Condominium Unit 4105

- B. Indicate desired exemption schedule: (1 or 2)
1. One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
2. A partial exemption on the actual value added by improvements according to the following schedule:
a. First Year-----80% d. Fourth Year-----50% g. Seventh Year-----30%
b. Second Year-----70% e. Fifth Year-----40% h. Eighth Year-----30%
c. Third Year-----60% f. Sixth Year-----40% i. Ninth Year-----20%
j. Tenth Year-----20%

Note: Residentially assessed properties receiving the CLURA tax abatement incentive will not receive tax abatement on school district taxes. Therefore, all residential properties will pay the school district portion of the property taxes effective July 1, 2024.

C. What was the nature of the improvement(s)? New Construction
D. What was the cost of the new construction? \$200,000.00
E. Estimated or actual date of completion of this new construction? 11/20/2025

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.

DO NOT Write Below this line - Office Use Only

F. City of Waterloo Building and Inspections Department Information:
Permit Number: WA14734 Date permit was issued: 1/10/2024 Total permit(s) valuation: 109000

CITY OF WATERLOO
APPROVED DATED: RESOLUTION NO:
DENIED

BLACK HAWK COUNTY ASSESSOR
APPROVED DATED:
DENIED T.J. Koenigsfeld
Black Hawk County Assessor



4105 Omaha Ave

GRINDSTONE CIR

GRINDSTONE CIR

GRINDSTONE CIR

OMAHA AVE

GRINDSTONE CIR

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

0 4590 180 270 Feet

Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Sources: Esri, TomTom, Garmin, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community





## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director  
Planning & Zoning Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

Resolution setting date of public hearing as February 16, 2026, to approve a request by the City of Waterloo to vacate an approximately 72,145 square-foot platted easement located west and north of 2320 West Airline Highway to allow for future development, and instruct the City Clerk to publish notice.

### RECOMMENDED COUNCIL ACTION

Approval

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

The city is requesting to vacate approximately 72,145 square feet of platted easement. The easement was for a rail spur that was never put in.

Since it was never used for a rail spur and there are no utilities in the portion of the easement that is being requested to be vacated, the city has no need to keep this easement. Vacating the easement will allow future development to fully utilize the land.

A portion of the easement was previously vacated in March of 2016. The portion that was vacated is the portion of the easement that was on the property addressed as 2320 W Airline Highway. That portion is not included in the 72,145 square feet being requested to be vacated.

The Planning, Programming and Zoning Commission recommended approval unanimously at their meeting on January 13, 2026.

### NEIGHBORHOOD IMPACT

The request to vacate a portion of the platted easement would not appear to have a negative impact upon the surrounding area as it will allow for better utilization of the lots the easement is located in.

### DATA, ANALYSIS, AND STRATEGIES

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

### COMMUNITY ENGAGEMENT METHODS

A public hearing was held by the Planning, Programming and Zoning Commission on January 13, 2026.

## SOURCE OF EXPENDITURES

---

N/A

## ALTERNATIVE ACTION

---

### LEGAL DESCRIPTION

---

That part of a 60-foot platted easement over portions of Lot 11, Midport America Park Plat No. 2 and Lot 21, Midport America Park Plat No. 3, all in the City of Waterloo, Black Hawk County, Iowa, and more particularly described as follows:

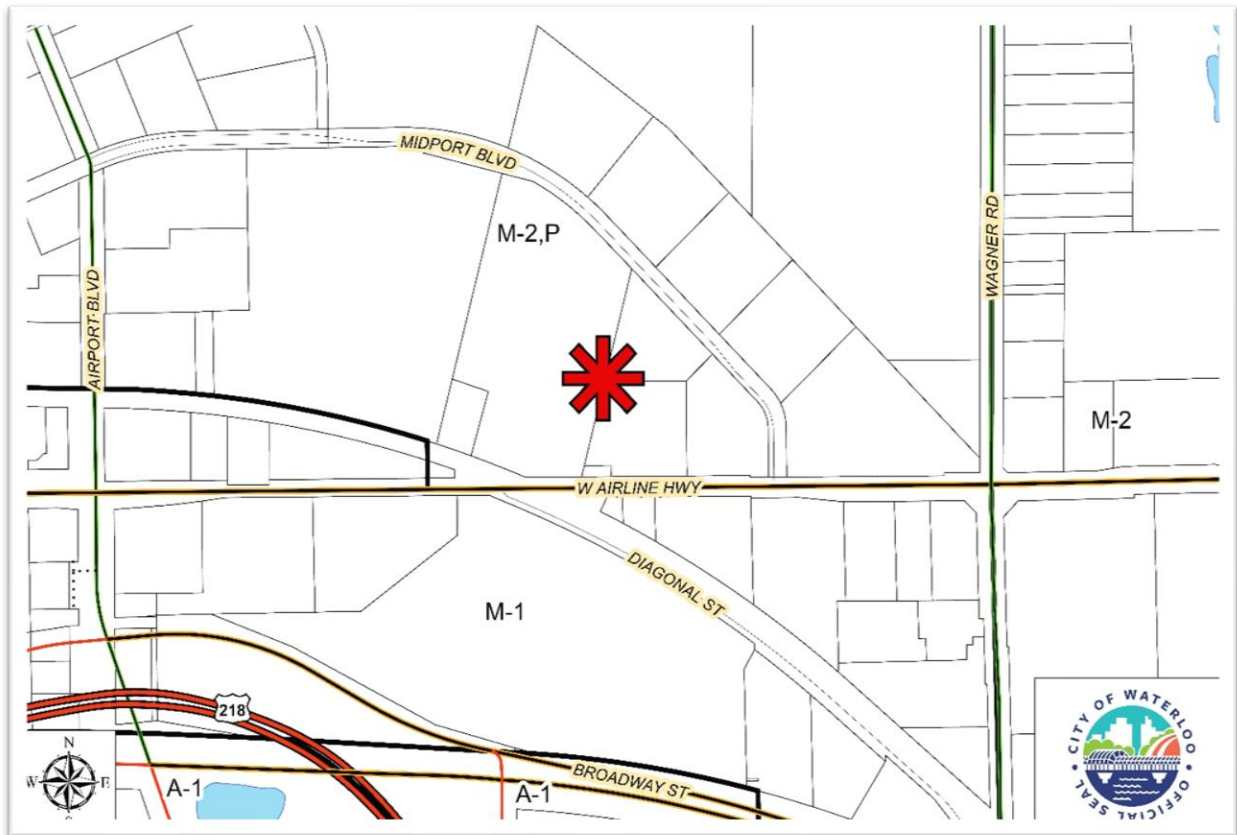
Commencing at the southeast corner of Lot 11, Midport America Park Plat No. 2; thence North 14°02'03" East along the Easterly line of Lot 11, 285.24 feet (285.37 feet per Waterloo Ordinance No. 5341 filed as Black Hawk County Recorder's Office File No. 2017-18814) to the Southeasterly line of a platted 60-foot Easement and the point of beginning for this description; thence southwesterly 461.79 feet along said Easement, being a curve concave northwesterly with a radius of 508.34 feet and long chord bearing South 57°18'19" West 405.22 feet to the north line of a platted 60-foot easement; thence South 89°32'44" West along the westerly extension of said north easement line 25.71 feet to the southeasterly extension of a 60-platted easement having a radius of 6361.48 feet and concave southwesterly; thence Northwesterly 224.79 feet along said southeasterly extension with a long chord bearing North 68°53'10" West 224.27 feet to a point of tangency; thence Northeasterly 751.71 feet along a platted 60-foot easement, being a curve concave northwesterly with a radius of 448.34 feet and long chord bearing North 62°04'00" West 666.70 feet to a point of tangency; thence North 14°02'03" East along a line that is 30-feet normally distant to and parallel with the Easterly line of said Lot 11, 667.12 feet to the southwesterly line of a platted 30-foot easement; thence S44°26'31" East along said southwesterly easement line, 70.39 feet; thence South 14°02'03" West along a line that is 30-feet normally distant to and parallel with the Westerly line of Lot 21, Midport America Park Plat No. 3, 558.38 feet to the South line of Lot 21; thence South 89°32'35" West along the South line of Lot 21 30.99 feet to the southwest corner of Lot 21, said corner also being on the Easterly line of Lot 11, Midport America Park Plat No. 2; thence South 14°02'03" West along the Easterly line of Lot 11, 236.23 feet (236.13 feet per Waterloo Ordinance No. 5341 filed as Black Hawk County Recorder's Office File No. 2017-18814) to the point of beginning containing 72,145 square feet (1.66 acres).

### ATTACHMENTS

---

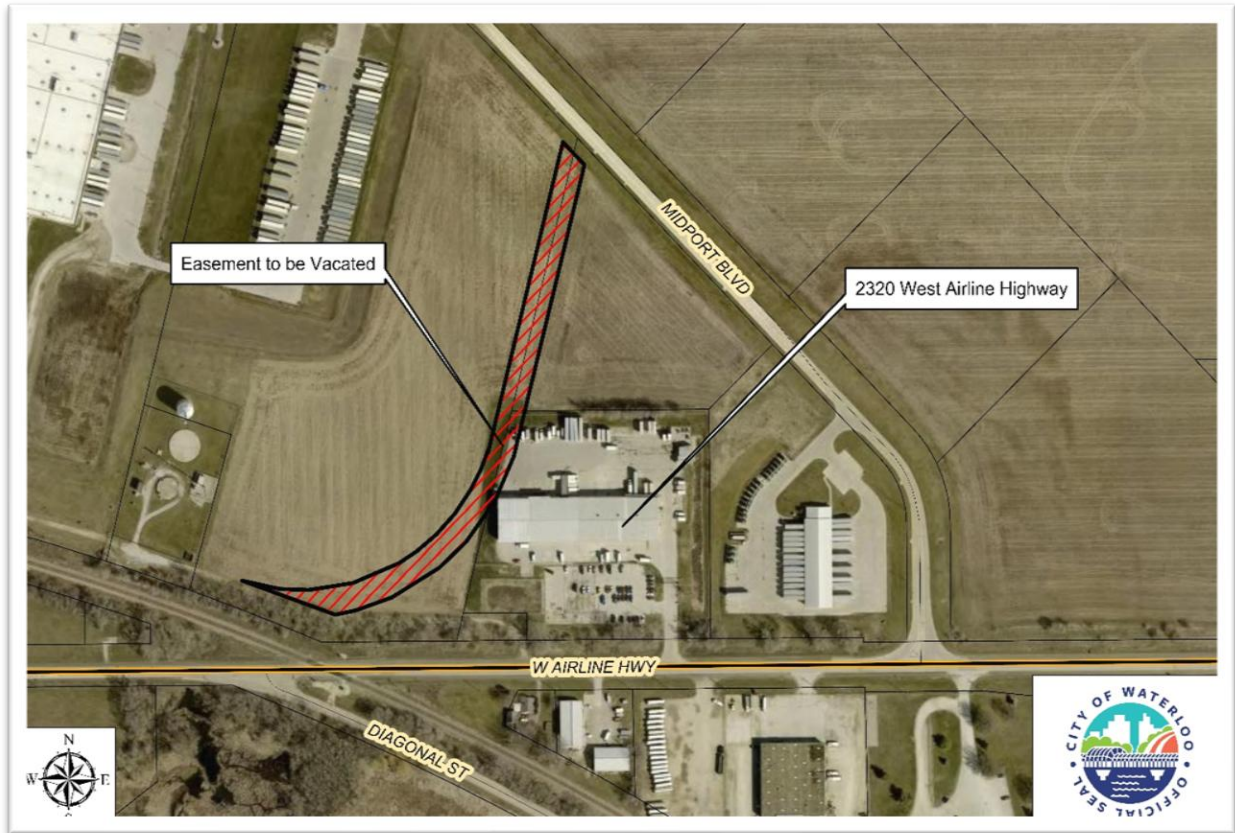
1. Staff Report- Vacate W and N of 2320 W Airline
2. ConAgra-Easement Vacate\_DRAFT

**TO:** Planning, Programming, and Zoning Commission  
**PREPARER:** Joseph Geilman, Planner I  
**PZ MEETING DATE:** January 13, 2026  
**REQUEST:** Vacation of an approximately 72,145 square foot platted easement.  
**APPLICANT:** City of Waterloo  
**LOCATION:** West and North of 2320 West Airline Highway



**SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:**

The request to vacate a portion of the platted easement would not appear to have a negative impact upon the surrounding area as it will allow for better utilization of the lots the easement is located in.



**VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:**

The proposed vacation would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area. The site is served by West Airline Highway, which is a Minor Arterial.

**RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:**

There are no recreational trails or sidewalks located near the site.

**ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:**

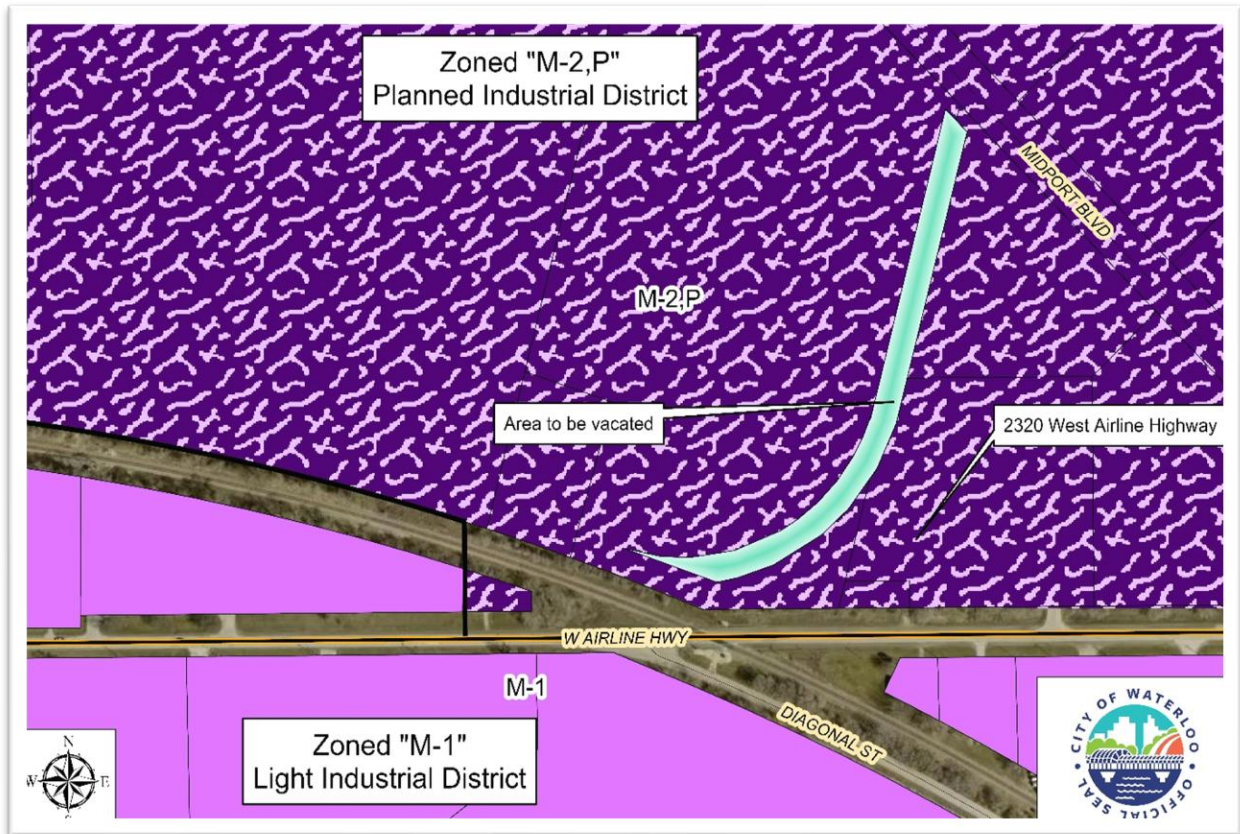
The area in question has been zoned “M-2,P” Planned Industrial District since October, 1996, when it was rezoned from the “M-1” Light Industrial District. Surrounding land uses and their zoning designations are as follows:

**North** – Vacant land and the airport, zoned “M-2,P” Planned Industrial District.

**South** – West Airline Highway, a railroad, and some businesses, zoned “M-1” Light Industrial District.

**East** – Businesses and vacant land zoned “M-2,P” Planned Industrial District.

**West – Con Agra Foods, zoned “M-2,P” Planned Industrial District.**



**DEVELOPMENT HISTORY:**

The surrounding area consists of industrial development including Con Agra and FedEx, built between 1997 and 2011.

**PUBLIC /OPEN SPACES/ SCHOOLS:**

There are no schools in the immediate vicinity. George Wyth State Park is approximately 3,000 feet to the southwest of the site in question.

**FLOODPLAIN:**

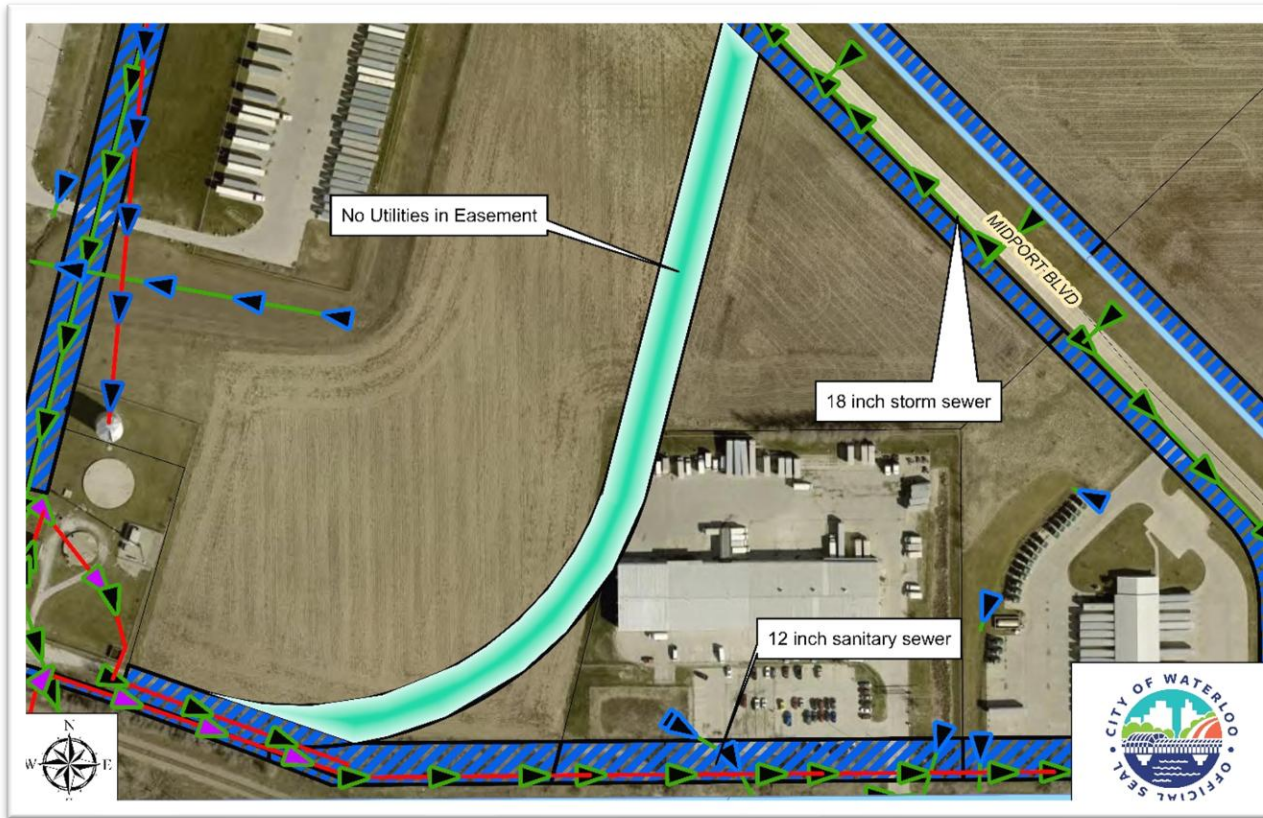
The majority of the easement to be vacated is located within a flood plain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025, Panel Number 19013C0167F, dated July 18, 2011.

**DRAINAGE:**

A drainage plan is not needed for this request.

**UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.**

There is a 12" Water Main running along West Airline Highway. There is also a 6" and an 8" Sanitary Sewer main running along the railroad and West Airline Highway in an easement. There are no utilities in the portion of the easement that will be vacated.



STAFF ANALYSIS –  
 SUBDIVISION  
 ORDINANCE  
 STAFF ANALYSIS –  
 SITE ANALYSIS:

The applicants are not looking to subdivide the property at this time.

The city is requesting to vacate approximately 72,145 square feet of platted easement. The easement was for a rail spur that was never put in.

Since it was never used for a rail spur and there are no utilities in the portion of the easement that is being requested to be vacated, the city has no need to keep this easement. Vacating the easement will allow future development to fully utilize the land.

A portion of the easement was previously vacated in March of 2016. The portion that was vacated is the portion of the easement that was on the property addressed as 2320 W Airline Highway. That portion is not included in the 72,145 square feet being requested to be vacated.



Picture 1: Looking south from Midport Boulevard at the vacate area.



Picture 2: Looking south at the current FedEx building.



*Picture 3: Looking north from West Airline Highway at the current FedEx building.*



*Picture 4: Looking north at the vacate area.*

TECH REVIEW AND UPDATES

The Technical Review Committee had no concerns about this request.

PLANNING, PROGRAMMING AND ZONING COMMISSION

The Planning, Programming and Zoning Commission recommended approval unanimously at their meeting on January 13, 2026.

RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:

The Future Land Use Map designates the area as Industrial. This request is in conformance with the Comprehensive Plan and the Future Land Use Map.



STAFF RECOMMENDATION:

Therefore, staff recommends that the request by the City of Waterloo to vacate an approximately 72,145 square foot platted easement located west and north of 2320 West Airline Highway to allow for future development, be approved for the following reasons:

1. The portion of the easement to be vacated is not needed and contains no utilities.
2. The request is in conformance with the Comprehensive Plan and Future Land Use Map for this area.
3. The request would allow for better utilization of the land.

# Easement Vacation Exhibit

Lot 11, Midport America Park Plat No. 2, and Lot 21, MidPort America Park Plat No. 3,  
City of Waterloo, Black Hawk County, Iowa

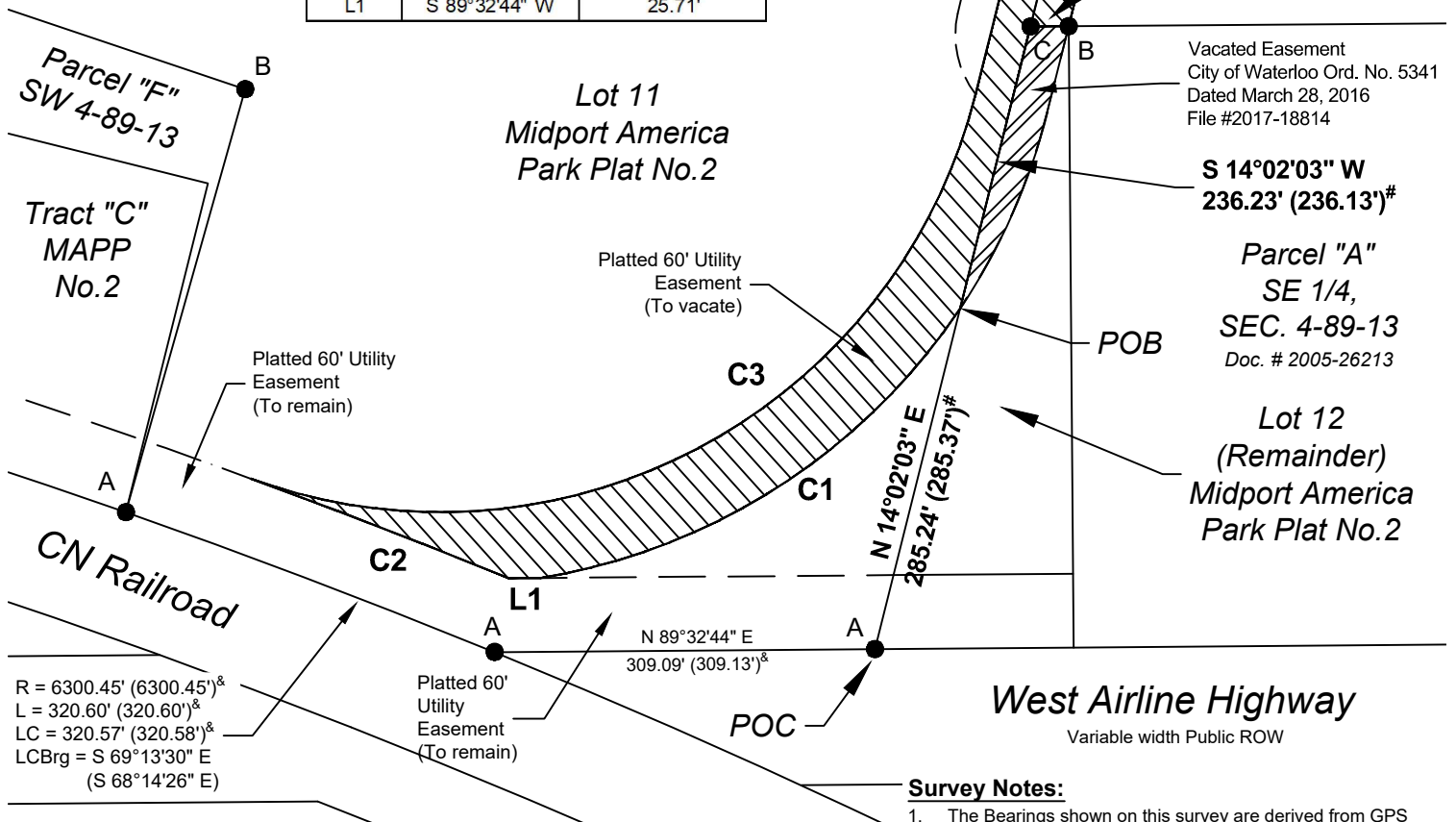
## Easement Vacation Description:

That part of a 60-foot platted easement over portions of Lot 11, Midport America Park Plat No. 2 and Lot 21, Midport America Park Plat No. 3, all in the City of Waterloo, Black Hawk County, Iowa, and more particularly described as follows:

Commencing at the southeast corner of Lot 11, Midport America Park Plat No. 2; thence North 14°02'03" East along the Easterly line of Lot 11, 285.24 feet (285.37 feet per Waterloo Ordinance No. 5341 filed as Black Hawk County Recorder's Office File No. 2017-18814) to the Southeasterly line of a platted 60-foot Easement and the point of beginning for this description; thence southwesterly 461.79 feet along said Easement, being a curve concave northwesterly with a radius of 508.34 feet and long chord bearing South 57°18'19" West 405.22 feet to the north line of a platted 60-foot easement; thence South 89°32'44" West along the westerly extension of said north easement line 25.71 feet to the southeasterly extension of a 60-platted easement having a radius of 6361.48 feet and concave southwesterly; thence Northwesterly 224.79 feet along said southeasterly extension with a long chord bearing North 68°53'10" West 224.27 feet to a point of tangency; thence Northeasterly 751.71 feet along a platted 60-foot easement, being a curve concave northwesterly with a radius of 448.34 feet and long chord bearing North 62°04'00" West 666.70 feet to a point of tangency; thence North 14°02'03" East along a line that is 30-feet normally distant to and parallel with the Easterly line of said Lot 11, 667.12 feet to the southwesterly line of a platted 30-foot easement; thence S44°26'31" East along said southwesterly easement line, 70.39 feet; thence South 14°02'03" West along a line that is 30-feet normally distant to and parallel with the Westerly line of Lot 21, Midport America Park Plat No. 3, 558.38 feet to the South line of Lot 21; thence South 89°32'35" West along the South line of Lot 21 30.99 feet to the southwest corner of Lot 21, said corner also being on the Easterly line of Lot 11, Midport America Park Plat No. 2; thence South 14°02'03" West along the Easterly line of Lot 11, 236.23 feet (236.13 feet per Waterloo Ordinance No. 5341 filed as Black Hawk County Recorder's Office File No. 2017-18814) to the point of beginning containing 72,145 square feet (1.66 acres).

Curve Table						
Curve No.	Arc Length	Radius (Plat)	Radius (Meas.)	Delta Angle	Chord Bearing	Chord Distance
C1	416.79'	508.34'	508.34'	46°58'38"	S 57°18'19" W	405.22'
C2	224.79'	6360.45'	6360.45'	02°01'13"	N 68°53'18" W	224.27'
C3	751.71'	448.34'	448.34'	76°16'57"	N 62°04'00" E	666.70'

Line Table		
Line No.	Bearing	Distance
L1	S 89°32'44" W	25.71'



### Survey Notes:

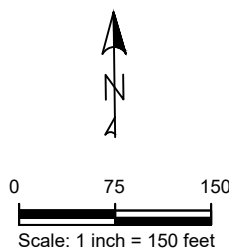
- The Bearings shown on this survey are derived from GPS observations using the Iowa State Plane Coordinate System, North Zone, NAD 83 (2011).
- All dimensions are in US Survey feet and decimals thereof.

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.

**William W. Castle, PLS** Date \_\_\_\_\_  
**License Number 19715**  
**My License Renewal Date is December 31, 2025.**  
 Pages or sheets covered by this seal : \_\_\_\_\_

### Plat Legend:

- Found Monument
- A - #4 rebar w/yellow cap "Iowa - 8803"
- B - #4 rebar w/red cap "Iowa - 16775"
- C - #4 rebar w/out id cap
- 123.45' Field Measurement
- (123.45') Record Measurement
- # Easement Vacate File #2017-18814
- & Midport America Park Plat No.2
- \$ Midport America Park Plat No.3



City of Waterloo Engineering Department  
 715 Mulberry Street, Waterloo, Iowa 50703  
 Phone: (319) 291-4312 Fax: (319) 291-4262

Drawn By: WWC Scale: 1" = 150'  
 Field Work Date: 12/12/2025  
 Date Drawn: 01/13/2026

Sheet No.  
1 of 1



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

---

Randy Bennett, Public Works Division Manager  
Waste Management Department

### MEETING DATE

---

February 2, 2026

### AGENDA ITEM TITLE

---

Resolution approving preliminary plans, specifications, bid documents, etc., setting the date of bid opening as February 26, 2026, and date of public hearing as March 16, 2026, in conjunction with the FY 2026 CIPP Phase VA Project, Contract No. 1141, and directing the City Clerk to publish notice.

### RECOMMENDED COUNCIL ACTION

---

Approve the specifications, etc. and taking of bids and set the date of bid opening and hearing.

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

---

Resolution approving preliminary plans, specifications, bid documents, etc., setting the date of bid opening as Tuesday February 24, 2026, and date of public hearing as March 16, 2026, in conjunction with the FY 2026 CIPP Phase VA Project, Contract No. 1141

### NEIGHBORHOOD IMPACT

---

### DATA, ANALYSIS, AND STRATEGIES

---

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

---

### COMMUNITY ENGAGEMENT METHODS

---

### SOURCE OF EXPENDITURES

---

### ALTERNATIVE ACTION

---

### LEGAL DESCRIPTION

---

## ATTACHMENTS

---

1. Resolution - AECOM - FY26 CIP PIPELINING PHASE VA - COMBINED SPECS
2. Resolution - AECOM - FY26 CIP PIPELINING PHASE VA - EST



FY 2026 CIP Pipelining Phase VA  
City of Waterloo, Iowa

City Contract No. 1141

AECOM #60743622

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

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

*January 2026*







FY 2026 CIP Pipelining Phase VA  
CITY CONTRACT NO. 1141

CONTRACT DOCUMENTS

TABLE OF CONTENTS

1.	NOTICE TO BIDDERS.....	NB 1-4
2.	NOTICE OF PUBLIC HEARING .....	NPH 1-2
3.	INSTRUCTIONS TO BIDDERS .....	IB 1-10
4.	FORM OF BID OR PROPOSAL .....	FB 1-4
5.	SALES TAX EXEMPTION INFORMATION FORM .....	STE 1
6.	FORM OF BID BOND .....	BB 1
7.	NON-COLLUSION AFFIDAVITS .....	NCA 1-2
8.	EQUAL OPPORTUNITY CLAUSE .....	EOC 1-2
9.	TITLE VI CIVIL RIGHTS .....	TVI 1
10.	BIDDER STATUS FORM.....	BSF-1-2
11.	AFFIRMATIVE ACTION PROGRAM .....	1-8
12.	ITEMS OF POTENTIAL MBE/WBE PARTICIPATION .....	M 1-2
	SUBCONTRACTOR'S BID REQUEST FORM, .....	M 3
	LETTER FORM FOR SUBCONTRACTOR QUOTES, .....	M 4
	LETTER OF INTENT TO BID.....	M 5
	MBE AND/OR WBE PREBID CONTACT INFORMATION FORM .....	M 6-7
13.	WATERLOO/CEDAR FALLS MINORITY AND WOMEN BUSINESSES ENTERPRISE CONSTRUCTION AND MAINTENANCE CONTRACTOR'S GUIDE .....	1-2
14.	STATEMENT OF BIDDER'S QUALIFICATIONS .....	SBQ 1-2
15.	GENERAL SPECIAL PROVISIONS .....	GSP 1-5
16.	SPECIAL PROVISIONS.....	SP 1-5

The Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series of 2026, plus the applicable General Supplemental Specifications and the 2026 Iowa Statewide Urban Specifications, also known as SUDAS, shall apply to construction work. These standard specifications are amended by the City of Waterloo Supplemental Specifications to the 2026 edition of SUDAS.

Any specifications that supersede the Iowa DOT, SUDAS and City of Waterloo Specifications are listed in the Special Provisions.

17. TECHNICALS

Section 01 11 18	Summary of Work.....	01 11 18-1 to 01 11 18-2
Section 01 22 13	Measurements and Payments.....	01 22 13-1 to 01 22 13-3

Section 33 01 31 Cured-In-Place Pipe Sewer Lining ..... 33 01 31-1 to 33 01 31-8

18. GENERAL SPECIFICATIONS FOR CONSTRUCTION ..... GS 1-13

19. SUPPLEMENTAL GENERAL SPECIFICATIONS FOR CONSTRUCTION ..... SGS 1

20. FORM OF CONTRACT ..... C 1-3

21. PERFORMANCE BOND ..... PFB 1-2

22. PAYMENT BOND ..... PB 1-2

APPENDIX

CHANGE ORDER FORM ..... CO-1

**NOTICE TO BIDDERS**  
**For the Taking of Construction Bids for the**  
**FY 2026 CIP Pipelining Phase VA**  
**In the City of Waterloo, Iowa**  
**CONTRACT NO. 1141**

**RECEIVING OF BIDS**

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in the City Hall of the said City on the **24<sup>th</sup> day of February 2026, until 1:00 p.m.** for the construction of the **FY 2026 CIP PIPELINING PHASE VA, CONTRACT NO. 1141**, as described in detail in the plans and specifications now on file in the Office of the City Clerk.

**OPENING OF BIDS**

All bids received will be opened in the Council Chambers at City Hall in the City of Waterloo, Iowa, on the **24<sup>th</sup> day of February 2026, at 1:00 p.m.** and the proposals will be acted upon at such later time and place as may then be fixed by the City Council. It is anticipated that the City Council will act upon the proposals at their regular meeting on **April 6, 2026.**

**PUBLIC HEARING**

The Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of the described improvement project at **5:30 p.m. on March 16th, 2026**, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City.

*The public is invited to speak on a public hearing item in the following ways: Call the City Clerk's Office at 319-291-4323 by 4:45 p.m. to obtain conference call information. Alternatively, you may email your comments to [comments@waterloo-ia.org](mailto:comments@waterloo-ia.org) and they will be read during the public hearing. Please state the public hearing item on which you wish to speak.*

**SCOPE OF WORK**

Work of this Contract entails construction of Cured-In-Place Pipelining (CIPP) sanitary sewer lining located in the City of Waterloo, identified as Sewer Service Area 16 (SA16), as shown on the Drawings. The project includes cleaning, root removal, televising, CIP pipelining and lateral grouting of the following quantities:

8-Inch Diameter CIPP – 16,074 LF  
10-Inch Diameter CIPP – 2,375 LF  
12-Inch Diameter CIPP - 999 LF  
18-Inch Diameter CIPP – 173 LF  
21-Inch Diameter CIPP – 336 LF  
Laterals - 360 EA

**BEGINNING AND COMPLETION DATES**

The work under the proposed contract shall commence after receipt of "Notice to Proceed" and at the date submitted by the Contractor at the preconstruction conference and approved by the Engineer. Once work commences, periods of inactivity shall be minimized. All items shall be completed on or before **December 4, 2026.**

## **METHOD OF PAYMENT TO CONTRACTOR**

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

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

## **PLANS AND SPECIFICATIONS**

Plans and Specifications governing the construction of the proposed improvements have been prepared by AECOM, which plans and specifications and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice, and the proposed contract by reference shall be executed in compliance therewith.

Complete digital Plans and Specifications are available at [www.questcdn.com](http://www.questcdn.com). You may download the digital documents free of charge from Quest CDN by inputting Quest CDN Project **#9996671** on the website's Project Search page. Please contact Questcdn.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading and working with this digital project information. Optional paper copies of the Plans and Specifications are available from AECOM, 501 Sycamore Street, Suite 222, Waterloo, Iowa, upon receipt of a **\$50.00 deposit (CHECK ONLY)**. Deposits are fully refundable if the plans and specifications are returned in usable condition (i.e., generally free of highlights, ink markings, tears, stickers, water stains and soiling) to the Waterloo AECOM office listed above by the end of the 14<sup>th</sup> consecutive day after the project has been awarded. No deposits will be refunded for any requests or plans received after the 14<sup>th</sup> consecutive day, which includes plans returned via mail service. Plan holders are responsible for ascertaining when the project has been awarded. If the plan holder is the prime contractor, or a subcontractor or supplier of the prime contractor that has been awarded the project, Plans and Specifications do not need to be returned to receive the deposit. The prime contractor must submit a list of his subcontractors and suppliers for the City and consulting engineer to verify eligibility for the refundable deposit.

Please DO NOT obtain Bid Documents from any source other than Questcdn.com or through the AECOM Waterloo office as listed above. Obtaining documents through any other source could prevent Bidder from being included on the official AECOM Plan Holders List which, in turn, may cause the Bidder to not receive addenda or other time-sensitive / bid-critical documents. The City has the right to reject any bids that do not have current bidding documents included in the proposal.

Upon award of project, the prime contractor, subcontractors and suppliers shall be supplied with the needed number of plans and specifications at no additional cost.

## **CONTRACT AWARD**

A contract will be awarded to the qualified bidder submitting the lowest **BASE BID**.

The City reserves the right to reject any or all bids, re-advertise for new bids, and to waive informalities in the bids submitted that might be in the best interest of the City.

Bids may be held by the City of Waterloo, Iowa, for a period not to exceed thirty (30) days from the day of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding the contract.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa and preference will be given to local domestic labor in the construction of the improvement.

### **PROPOSALS SUBMITTED**

The bidder shall submit bids on the items listed in the proposal. The bidder shall clearly write or type the unit bid price and the bid item extension (Unit Price x Estimated Qty) in numerals on the blanks provided. Should there be any discrepancy between the unit bid price and extension, the City of Waterloo shall consider the unit bid price as being the valid unit bid price.

The bidder has the option to submit a computer-generated spreadsheet in lieu of the portion of the Form of Bid or Proposal, which includes the Bid Item Number, Description, Unit, Estimated Quantity, Unit Bid Price, Total Bid Price and Total Bid. The computer-generated spreadsheet shall include all of the information listed in that portion of the Form of Bid or Proposal as well as bear the signature of the Prime Contractor submitting the bid. For the bidders who submit a computer-generated spreadsheet, the TOTAL BID (with alternates, if applicable) shall also be indicated in the space(s) provided on the Form of Bid or Proposal.

### **BID SECURITY REQUIRED**

All bids must be accompanied in a separate envelope by a certified or cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, or bid bond, (on the form furnished by the City) payable to the City of Waterloo, Iowa, in the sum of not less than five percent (5%) of the bid submitted, which certified check, certified share draft or bid bond will be held as security that the Bidder will enter into a Contract for the construction of the work and will furnish the required bonds, and in case the successful Bidder shall fail or refuse to enter into the Contract and furnish the required bonds, his bid security may be retained by said City as agreed upon liquidated damages. If bid bond is used, it must be signed by both the Bidder and the surety or surety's agent. Signature of surety's agent must be supported by accompanying Power of Attorney.

### **PERFORMANCE & PAYMENT BONDS**

The successful bidder will be required to furnish a "Performance Bond" and a "Payment Bond" within ten (10) days after forms are presented to him/her 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 Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims of any kind caused by the operations of the contractor.

### **MAINTENANCE BOND**

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

### **CONTRACT COMPLIANCE PROGRAM / SUBCONTRACTING**

The program proposes numerical projections regarding utilization of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) as Subcontractors, vendors and suppliers in the performance of Contracts awarded by the City of Waterloo, Iowa.

A goal of at least ten percent (10%) for MBE participation on all City funded construction projects that are estimated at \$50,000.00 or more. A goal of at least two percent (2%) for WBE participation on all City

funded construction projects that are estimated at \$50,000.00 or more. Any project funded in part or in total with federal funds shall follow the respective agencies contract compliance program and goals. The Prime Contractor shall make "good-faith efforts" to meet the Contract Compliance MBE/WBE goals. The MBE/WBE subcontractors, suppliers or vendors must provide the Prime Contractor a reasonably competitive price for the service being rendered or the Contractor is not required to accept their bid.

### **LIQUIDATED DAMAGES**

Time is an essential element of this contract. It is important that the work be diligently pursued to completion. If the work is not completed within the specified contract period, plus authorized extensions, the contractor shall pay to the City Liquidated Damages in the amount of five hundred dollars (\$500.00) per day, for each day, as further described herein, in excess of the authorized time.

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

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

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

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

### **PRE-CONSTRUCTION CONFERENCE**

Before the work is commenced on this contract, a conference shall be held for the purpose of discussing the contract. The conference shall be attended by the prime contractor, subcontractors, engineer (AECOM) and City Officials.

### **BIDDER STATUS**

Attention of bidders is called to compliance with the provisions of the Resident Bidder/Non-Resident Bidder requirements.

Each bidder submitting a bid shall execute and include with the bid the Bidder Status Form on the form herein provided.

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

### **SALES TAX EXEMPTION CERTIFICATES**

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

Posted pursuant to the provisions of Chapter 26 of the City Code of Iowa.

CITY OF WATERLOO, IOWA

**NOTICE OF PUBLIC HEARING**  
**On Proposed Plans, Specifications, Form of Contract,**  
**And Estimate of Cost**  
**for the**  
**FY 2026 CIP PIPELINING PHASE VA**  
**CONTRACT NO. 1141**  
**In the City of Waterloo, Iowa**

**RECEIVING OF BIDS**

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in the City Hall of the said City on the **24th day of February 2026, until 1:00 p.m.** for the construction of the **FY 2026 CIP PIPELINING PHASE VA, CONTRACT NO. 1141** as described in detail in the plans and specifications now on file in the Office of the City Clerk.

**OPENING OF BIDS**

All proposals received will be opened in the Council Chambers at City Hall, in the City of Waterloo, Iowa, on the **24th day of February 2026, at 1:00 p.m.** and the proposals will be acted upon at such later time and place as may then be fixed by the City Council.

**PUBLIC HEARING**

Notice is hereby given that the Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of the above-described improvement project at **5:30 p.m. on the 16th day of March 2026**, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City. The proposed plans, specifications, form of contract, and estimate of cost for said improvements heretofore prepared by AECOM are now on file in the office of the City Clerk for public examination, and any person interested therein may file written objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto at the meeting above set forth. The NOTICE TO BIDDERS can be viewed at the following locations:

- 1) City of Waterloo web site at <http://ci.waterloo.ia.us/>
- 2) Plan Rooms:
  - Master Builders of Iowa  
221 Park Street, PO Box 695  
Des Moines, IA 50303
  - QuestCDN  
Chicago, IL
- 3) Plan Room Web sites:
  - Master Builders of Iowa web site at [www.mbsonline.com](http://www.mbsonline.com)
  - QuestCDN web site at [www.questCDN.com](http://www.questCDN.com)

***The public is invited to speak on public hearing item in the following ways: Attend and speak at the public hearing; call the City's Clerk's Office at 319-291-4323 by 4:45 p.m. to obtain conference call information; or alternatively, you may email your comments to [comments@waterloo-ia.org](mailto:comments@waterloo-ia.org) and they will be read during the public hearing. Please state the public hearing item on which you wish to speak.***

**SCOPE OF WORK**

Work of this Contract entails construction of Cured-In-Place Pipelining (CIPP) sanitary sewer lining located in the City of Waterloo, identified as Sewer Service Area 16 (SA16), as shown on the Drawings. The project includes cleaning, root removal, televising, CIP pipelining and lateral grouting of the following quantities:

- 8-Inch Diameter CIPP – 16,125 LF
- 10-Inch Diameter CIPP – 2,375 LF
- 12-Inch Diameter CIPP – 999 LF
- 18-Inch Diameter CIPP – 173 LF
- 21-Inch Diameter CIPP – 336 LF
- Laterals - 360 EA

Published pursuant to the provisions of Chapter 26 of the City Code of Iowa and upon order to the City Council of said Waterloo, Iowa, on the 3rd day of February, 2026.

CITY OF WATERLOO, IOWA

BY: \_\_\_\_\_  
Kelley Felchle  
City Clerk

\*\*\* END OF SECTION \*\*\*

## INSTRUCTIONS TO BIDDERS

### 1. EXPLANATIONS TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the Notice to Bidders, Plans, Specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before submission of their bids. Any interpretation made will be in the form of an amendment of the Notice to Bidders, Plans, Specifications, etc., and will be furnished to all prospective bidders. Its receipt by the bidder must be acknowledged in the space provided on the Proposal Form or by letter or telegram received before the time set for opening of bids. Oral explanations or instructions given before the award of the contract will not be binding.

### 2. EXAMINATION OF PROPOSED WORK

Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The owner will assume no responsibility for any understanding or representation concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the Notice to Bidders, the Specifications or related documents.

### 3. PREPARATION OF BIDS

- a. Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

The bidder has the option to submit a computer-generated spreadsheet in lieu of the portion of the Form of Bid or Proposal, which includes the Bid Item Number, Description, Unit, Estimated Quantity, Unit Bid Price, Total Bid Price, and Total Bid. The computer-generated spreadsheet shall include all of the information listed in that portion of the Form of Bid or Proposal as well as bear the signature of the Prime Contractor submitting the bid. For the bidders who submit a computer-generated spreadsheet, the TOTAL BID (with alternates, if applicable) shall also be indicated in the space(s) provided on the Form of Bid or Proposal.

- b. The Bid Form may provide for submission of a price or prices for one or more items, which may be lump sum bids, alternate prices, schedule items resulting in a bid on a unit of construction or a combination thereof, etc. When the Bid Form explicitly requires that the bidder bid on all items, failure to do so will disqualify the bid. When submission of a price on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.
- c. Unless called for, alternate bids will not be considered.
- d. Modifications of bids already submitted will be considered if received at the office designated in the Notice to Bidders by the time set for closing of bids. Telegraphic modifications will be considered but should not reveal the amount of the original or revised bid.
- e. In preparing a bid, the bidder shall specify the price, written legibly in ink or with the typewriter, at which he/she proposes to do each item of work. The unit price shall be stated in figures in the blank space provided (i.e., \$7.14). In items where unit price is

required, the total amount of each item shall be computed at the unit prices bid for the quantities given on the Bid Form and stated in figures in the blank space provided.

If the bidder chooses to submit the unit prices, total bid price, and total bid on a computer-generated spreadsheet, all numbers shall be easily legible.

- f. Any changes or alterations made in the Bid Form, or any addition thereto, may cause the rejection of the bid. No bid will be considered which contains a clause in which the contractor reserves the right to accept or reject a contract awarded him by the City Council of Waterloo. Bids in which the unit prices are obviously unbalanced may be rejected.
- g. If the bidder does not qualify as a resident bidder, the nonresident bidder shall specify on the project proposal whether any preference to resident bidders, 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 is in effect in the nonresident bidder's state or country of domicile at the time of a bid submittal.

#### **4. SUBMISSION OF BIDS**

- a. A bid must be sealed in a separate envelope and marked to indicate its contents and be accompanied by the bid security in a separate envelope. If forwarded by mail, the two envelopes shall be placed in a third and mailed to the City Clerk/Auditor. All bids must be filed with the City Clerk/Auditor of the City of Waterloo at his/her office in the City Hall before the time specified for closing bids.
- b. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City of Waterloo, Iowa, that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered.
- c. Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall made the bid so modified or amended, subject to rejection.

#### **5. LATE BIDS AND MODIFICATIONS OR WITHDRAWALS**

Bids and modifications or withdrawals thereof received at the office designated in the Notice to Bidders after the exact time set for closing of bids will not be considered. However, a modification which is received from an otherwise successful bidder, and which makes the terms of the bid more favorable to the City of Waterloo, will be considered at any time it is received and may therefore be accepted. Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for closing of bids.

#### **6. PUBLIC OPENING OF BIDS**

Bids will be publicly opened at that time and place set for opening in the Notice to Bidders. Their content will be made public for the information of bidders and others interested who may be present either in person or by representative.

7. **BID SECURITY REQUIRED**

All bids must be accompanied in a separate envelope by a certified or cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, or bid bond (on the form furnished by the City) payable to the City of Waterloo, Iowa, in the sum of not less than five percent (5%) of the bid submitted, which certified check, certified share draft or bid bond will be held as security that the Bidder will enter into a Contract for the construction of the work and will furnish the required bonds, and in case the successful Bidder shall fail or refuse to enter into the Contract and furnish the required bond, his/her bid security may be retained by said City as agreed upon liquidated damages. If bid bond is used, it must be signed by both the bidder and the surety or surety's agent. Signature of surety's agent must be supported by accompanying Power of Attorney.

8. **COLLUSIVE AGREEMENTS**

- a. Each bidder submitting a bid shall execute and include with the bid, a Non-Collusion Affidavit in the form herein provided, to the effect that he/she has not colluded with any other person, firm, or corporation in regard to any bid submitted.
- b. Each bidder submitting a bid shall have each proposed subcontractor, if any, execute and submit to the City Contract Compliance Officer by 5:00 P.M. the business day following the day bids on this project are due, a Non-Collusion Affidavit in the form herein provided, to the effect that he/she has not colluded with any other person, firm, or corporation in regard to any bid submitted. Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for approval by the City.

9. **MINORITY AND/OR WOMEN BUSINESS ENTERPRISE SUBCONTRACTORS**

- a. CITY OF WATERLOO AND/OR WOMEN BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM

The City of Waterloo Minority and/or Women Business Enterprise Pre-Bid Contact Information Form shall be submitted with the Form of Bid or Proposal. Failure to do so shall be grounds for the bid being rejected if subcontracting is proposed by the prime contractor.

10. **MBE/WBE CONTRACT COMPLIANCE PROGRAM**

**PURPOSE**

The purpose of the Contract Compliance Program (hereinafter called Program) is to act as an impetus for increasing the participation of minority and women disadvantaged business enterprise (MBE/WBE) in City awarded construction contracts.

The Program does not propose to eliminate any bonafide contractor or subcontractor from bidding on City contracts, but it will hopefully serve as a needed stimulus to help local MBE/WBE's grow and eventually become mainstream contractors and subcontractors.

This Contract Compliance Program does not propose to include any set-aside or quotas, but only flexible goals where "good-faith efforts" are required by the contractor to use MBE/WBE subcontractors.

This Program shall not eliminate the need for contractors to continue their “good-faith efforts” in using MBE/WBE subcontractors on City contracts estimated at less than \$50,000.

The City of Waterloo will make every effort to reduce in-house construction and maintenance work that would be more cost effectively performed by the private sector and, thus, would allow additional bidding opportunities for MBE/WBE firms.

The City Contract Compliance Officer shall be advised of all City of Waterloo awarded construction contracts.

## **DEFINITIONS**

### *Goals:*

A flexible numerically expressed objective which contractors are required to make “good-faith efforts.” The key to the requirement is to make documented efforts. Goals are neither set-a-sides nor a device to achieve proportional representation or equal results. Numerical goals do not create set-a-sides for specific groups, nor are they designed to achieve proportional representation or equal results. Rather, the goal-setting process in affirmative action planning is used to target and measure the effectiveness of affirmative action efforts to eradicate and prevent discrimination.

### *Quota:*

A flat numerical requirement that the contractor is required to meet in order to obtain the benefit or be in compliance. The numerical goal component of affirmative action programs is not designed to be, nor may it properly or lawfully be interpreted as, permitting unlawful preferential treatment and quotas with respect to persons of any race, color, religion, sex, or national origin. The regulations at 41 CFR 60-2.12(a), 60-2.15 and 60-2.30, specifically prohibit discrimination and the use of goals as quotas. (U.S. Department of Labor)

### *Set-Aside:*

An arrangement in which a particular contract is reserved for competition solely among minority and women business enterprises.

### *Contractor:*

As used in this document means contractor, subcontractor, supplier, vendor, and professional service provider.

### *Minority Business Enterprise (MBE)*

Any business, which is at least 51%, owned by one or more minorities and whose management and daily business operations are controlled by one or more such individuals and is on the current State Unified Certification List, or were listed on the City of Waterloo Certified MBE/WBE Contractors list as of July 1, 2002.

### *Women Business Enterprise (WBE):*

Any business which is at least 51% owned by one or more women and whose management and daily business operations are controlled by one or more such individuals and is on the current State Unified Certification List, or were listed on the City of Waterloo Certified MBE/WBE Contractors list as of April 11, 2022

### *Minority:*

Any person or persons who are considered as socially and economically disadvantaged because of their identity as a group member without regard to their individual qualities. The groups include: Black American, Hispanic American, Native Americans, Eskimos, Aleuts, and Asian-Pacific Americans. 13 C.F.R. 124-1.1(c)(3)(ii)(1983).

*Lowest Responsible Bidder:*

Bidder who has offered the lowest bid and who has exhibited skill relative to the type of work bid on, judgment, financial responsibility, and evidence of working with the Affirmative Action Employment Program and the Contract Compliance Program.

*Broker:*

One buying or selling for others on commission or other fee basis without maintaining a warehouse or other similar inventory storage facility.

*Mayor's Advisory Committee:*

Mayor's Advisory Committee for Minority, Female, and Disadvantaged Business Enterprise.

*Good Faith Efforts:*

The successful bidder shall be selected on the basis of having submitted the lowest responsible bid. The obligation of the bidder is to make good faith efforts. The bidder can demonstrate that it has done so by the following:

1. The Prime Contractor met the project goal - No Action necessary
2. If the Prime Contractor failed to meet the goal, they must submit documentation of good faith efforts.

**CONTRACT COMPLIANCE PROGRAM SUBCONTRACTING**

The program proposes numerical projections or goals regarding utilization of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) as subcontractors in the performance of contracts awarded by the City of Waterloo, Iowa.

A goal of at least 10% for MBE participation on all City funded construction projects that are estimated at \$50,000 or more and projects under \$50,000 where applicable at the Contract Compliance Officer's discretion. There is at least 2% WBE goal on City funded projects. Any project which is funded solely or in part with Federal funds shall follow the respective agencies contract compliance program and goals. Any project which is funded solely or in part with State funds shall follow the respective agencies contract compliance program and goals. The City of Waterloo Contract Compliance Program is for City awarded construction contracts only. The prime contractor shall make "good-faith efforts" to meet the Contract Compliance MBE/WBE goals. The MBE/WBE subcontracts must provide the prime contractor a reasonably competitive price for the service being rendered or the contractor is not required to accept the bid.

**Administrative Reconsideration:**

As part of this reconsideration, the bidder will have the opportunity to provide written documentation or arguments concerning the issue of whether they made adequate good faith efforts to meet the goals. The bidder will have the opportunity to meet in person with the City of Waterloo's Administrative Reconsideration Committee to discuss the issue of whether they made adequate good faith efforts. The Administrative Reconsideration Committee will forward a written decision on reconsideration to the Mayor and City Council, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

Documentation required will include but is not limited to the following:

- \* Making portions of the work available for MBE/WBE subcontracting
- \* Evidence of negotiating with MBE/WBE firms

- \* MBE/WBE quotes obtained and non-MBE/WBE quotes used
- \* Reasons agreements were not reached
- \* Follow-up after initial solicitations
- \* Efforts to assist in obtaining equipment, supplies and materials (at competitive prices), bonding, lines of credit, insurance, etc.
- \* Evidence of past compliance or non-compliance by same contractor

The Contract Compliance Officer will determine the weight to be given to each item listed above (supported by appropriate documentation) based on overall program goals.

## **RESPONSIBILITIES**

### *I. City of Waterloo*

- A. The City Contract Compliance Officer has the responsibility to assure the City's compliance with Federal, State and Municipal regulations.
- B. The City Contract Compliance Officer is responsible for maintaining a current directory of certified firms. Certification of MBE/WBE/DBE contractors is through the Iowa Department of Transportation and its Unified Certification Program. Only firms certified based on guidelines prescribed in 49 CFR Part 26 and provisions of this agreement, shall be recognized as certified by the City of Waterloo.
- C. The City Contract Compliance Officer is responsible for making available a list of future project information notices to MBE/WBE firms.
- D. The City Contract Compliance Officer shall send notices to appropriate MBE/WBE firms in the directory of each bid solicitation with opening date.
- E. The City Contract Compliance Officer will receive MBE/WBE Letter(s) of Intent to Bid and within two (2) business days forward the complete list of MBE/WBE bidders who submitted a Letter of Intent to Bid to prime contractors.

### *II. Prime Contractors*

In order to be in compliance with the guidelines of this program, the prime contractor must show good-faith efforts in following the MBE/WBE Contract Compliance Program. Good-faith efforts include, but are not limited to, the following:

- A. Prime contractors shall send solicitation letters (Form CCO-3) to appropriate MBE/WBE (those certified in directory prepared by City Contract Compliance Officer) at least seven (7) working days prior to bid date. Letters should identify specific items to be subcontracted. A minimum of three (3) disadvantaged business contacts must be made and documented, if there are at least three disadvantaged businesses offering services in the area to be subcontracted (See City of Waterloo MBE/WBE Certification List). If less than three (3) are offering the services to be subcontracted, then a contact is required for any that are listed as providing that service. If the Prime Contractor submits a MBE/WBE contact not on the City's MBE/WBE list, attach a copy of the MBE/WBE/DBE Certifications from another government agency.
- B. If a prime contract bidder is unable to identify MBE/WBE firms to perform portions of the work, the City Contract Compliance Officer should be contacted for assistance immediately.

- C. Prime contract bidders may solicit MBE/WBE proposals by telephone or personal interviews, but all such contacts shall be confirmed by Certified Mail, or subcontract bid request forms (Form CCO-2).
- D. If any MBE/WBE business submitting bids is not selected for subcontract award, documentation must accompany the "MBE/WBE Business Enterprise Pre-Bid Contact Information Form" (Form CCO-4 and CCO-4A) on why the MBE/WBE was not selected. These reasons could include:
  - a. Not low bid. Copies of the competing bids may be required for verification.
  - b. MBE/WBE did not bid, withdrew bid or non-responsive.
  - c. Documentation of other business-related reason for not selecting the MBE/WBE business for a subcontract.
  - d. Prime contractor self performs work.
  - e. Any other reason relied on by prime.

The Contract Compliance Officer will determine the weight to be given to each item listed above (supported by appropriate documentation) based on overall program goals.

### *III. MBE/WBE Firms*

- F. MBE/WBE firms shall be certified by the Iowa Department of Transportation as owners and controllers of their respective businesses or were listed on the City of Waterloo Certified MBE/WBE Contractors list as of April 11, 2022.
- G. MBE/WBE firms must perform the work on the project; they cannot act as a broker by subcontracting the work out to others.
- C. Each MBE/WBE firm planning to submit quotes on construction projects with goals, shall submit a Letter of Intent to Bid (Form CCO-5) to the City Contract Compliance Officer seven (7) working days prior to bid opening, listing specific items which the MBE/WBE firm is interested in bidding. If sufficient Letters of Intent to Bid are not received by the City Contract Compliance Officer seven (7) working days prior to bid opening, goals on subject project will be reduced accordingly. Agreements between the bidder/proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

### **NON-COMPLIANCE OF CONTRACTORS**

- A. Noncompliance exists when the contractor's actions are not consistent with the requirements of the Contract Compliance Program in the areas of employment and subcontracting.
- B. A bidder's failure to show good-faith efforts to meet project goals or a failure to use certified MBE/WBE firms may be grounds for finding its bid not responsible.
- C. The Contract Compliance Officer shall submit to City Council his/her recommendation on any non-compliant contract in writing.

### **NOTICE TO PROCEED**

Notice to proceed on any project with goals will not be issued until City Contract Compliance Officer determines the lowest responsible bidder has used good-faith efforts to comply with this Compliance Program and the bid was responsive.

## **CONCLUSION**

This program repeals or revises all sections of previous Waterloo Contract Compliance Programs.

### **11. EMPLOYMENT AND BUSINESS OPPORTUNITY**

To the greatest extent feasible, suppliers, subcontractors, and low income workers owning businesses or living in the Waterloo area must be given priority in supplying materials, bidding for subcontract work, or applying for employment by the contractor on this project. Opportunities for training and for employment arising in connection with this project, shall to the greatest extent feasible be made available to lower income persons residing in the project area. The contract area is the City of Waterloo.

The City of Waterloo will require the contractor to document his efforts in securing lower income workers living in the project area and in purchasing supplies from, and awarding subcontracts to, businesses owned by persons residing in the project area.

### **12. STATEMENT OF BIDDER'S QUALIFICATIONS**

Each bidder shall, upon request of the City of Waterloo, Iowa, submit on the form furnished for that purpose (a copy of which is included in the contract documents), a statement of bidder's qualifications, his/her experience record in constructing the type of improvements embraced, and his/her organization and equipment available for the work contemplated; and, when specifically requested, a detailed financial statement. The City of Waterloo, Iowa, shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish the City of Waterloo, Iowa, all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City of Waterloo, Iowa, that the bidder is qualified to carry out properly the terms of the contract.

### **13. AWARD OF CONTRACT**

- a. Award of contract will be made to that responsive and responsible bidder whose bid, conforming to the Specifications, is most advantageous to the City of Waterloo; price and other factors considered. The intention is to award the contract at any time of opening bids, but the right is reserved to postpone such action for a reasonable time, not exceeding thirty (30) days.
- b. The City Council may, when in its interest, reject any or all bids or waive any informality in bids received.
- c. The bidder shall submit bids on all the items listed in the proposal and shall state the unit bid price in words in the blank spaces provided beneath the item description. Should there be any discrepancy between the unit bid price in words and listed numeral unit bid price, the City of Waterloo shall consider the unit bid price in words as being the valid unit bid price. A computer-generated spreadsheet as herein provided shall also be acceptable. Proposals requiring mathematical computations to determine unit prices or totals will be rejected. A contract will be awarded to the qualified bidder submitting the lowest total bid for the BASE BID plus ALTERNATE(S) chosen by the City as indicated in the NOTICE TO BIDDERS.
- d. When a contract for a public improvement is to be awarded to the lowest responsive and responsible bidder, 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.

**14. EXECUTION OF AGREEMENT, BONDS, AND CERTIFICATE OF INSURANCE**

- a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the City of Waterloo, Iowa, an agreement in the form included in the contract documents in such number of copies as the City of Waterloo, Iowa, may require.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in paragraph "a" above, furnish a surety bond and a payment bond in a penal sum not less than the amount of the contract as awarded, as security for the faithful performance of the contract and terms and conditions therein contained and shall guarantee the prompt payment of all persons, firms, or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. The bonds shall protect and save harmless the City from claims and damages of any kind caused by the operations of the contractor and shall also guarantee the maintenance of the contract improvements for the period stated in the Notice of Hearing from and after completion of said improvements and their acceptance by the City. Such bonds shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to that of the agreement. The current Power of Attorney for the person who signs for any surety company shall be attached to such bonds.
- c. The successful bidder shall, within the period specified in paragraph "a" above, furnish a certificate of insurance for approval in amounts of not less than the amounts specified in the General Specifications for Construction, Section F. No. 4 "Liability Insurance," Pages 14 to 15 of 19 Pages. The certificate of insurance shall be furnished in such number of copies as the City of Waterloo may require. The City of Waterloo shall be named as an "Additional Insured." The contractor shall similarly submit his subcontractor's certificates of insurance in the amounts for approval before each commences work. The contractor shall carry or require that there be Workmen's Compensation Insurance for all his/her employees and those of his/her subcontractors engaged in work at the site, in accordance with State Workmen's Compensation Laws.
- d. The failure of the successful bidder to execute such agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City of Waterloo, Iowa, may grant, based upon reasons determined sufficient by the City of Waterloo, Iowa, may either award the contract to the next lowest bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the City of Waterloo, Iowa, for a refund.

**15. BIDDER STATUS**

Attention of bidders is called to the requirement of complying with the provisions of the Resident Bidder/Non-Resident Bidder requirement.

Each bidder submitting a bid shall execute and include with the bid, a Bidder Status Form in the form herein provided.

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

\* \* \* END OF SECTION \* \* \*

**FORM OF BID OR PROPOSAL**

**FY 2026 CIP Pipelining Phase VA  
CONTRACT NO. 1141**

**CITY OF WATERLOO, IOWA**

Honorable Mayor and City Council  
Waterloo, Iowa

1. The undersigned, being a Corporation existing under the laws of the State of \_\_\_\_\_, a Partnership consisting of the following partners: \_\_\_\_\_, having familiarized (himself) (themselves) (itself) with the existing conditions on the project area affecting the cost of the work, and with all the contract documents listed in the Table of Contents and Addenda (if any), as prepared by AECOM now on file in the office of the City Clerk, City Hall, Waterloo, Iowa, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment, and services, including utility and transportation services required to construct and complete the **FY 2026 CIP PIPELINING PHASE VA, CONTRACT NO. 1141**, all in accordance with the above-listed documents and for the unit prices for work in place for the following items and quantities:

**FY 2026 CIP Pipelining Phase VA  
CONTRACT NO. 1141**

Item	Description	Unit	Estimated Quantiles	Unit Price	Total Amount
<b>BASE BID</b>					
A	Mobilization	LS	1	\$	\$
1	8" Diameter CIP Pipe Lining	LF	16,074	\$	\$
2	10" Diameter CIP Pipe Lining	LF	2,375	\$	\$
3	12" Diameter CIP Pipe Lining	LF	999	\$	\$
4	18" Diameter CIP Pipe Lining	LF	173	\$	\$
5	21" Diameter CIP Pipe Lining	LF	336	\$	\$
6	Lateral Reinstatement	EA	360	\$	\$
7	3-FT Lateral Grouting	EA	360	\$	\$
8	Pipe Televising - 8"	LF	32,148	\$	\$
9	Pipe Televising - 10"	LF	4,750	\$	\$
10	Pipe Televising - 12"	LF	1,998	\$	\$
11	Pipe Televising - 18"	LF	346	\$	\$
12	Pipe Televising - 21"	LF	672	\$	\$
13	Type A Pipe Cleaning - 8"	LF	16,074	\$	\$
14	Type A Pipe Cleaning - 10"	LF	2,375	\$	\$
15	Type A Pipe Cleaning - 12"	LF	999	\$	\$
16	Type A Pipe Cleaning - 18"	LF	173	\$	\$
17	Type A Pipe Cleaning - 21"	LF	336	\$	\$
18	Type C Root Removal - 8"-10"	LF	4,612	\$	\$
19	Type C Root Removal - 12"-15"	LF	249	\$	\$
20	Type C Root Removal - 18"-21"	LF	127	\$	\$
21	Type D Lumberjack - 8"-10"	LF	4,612	\$	\$

22	Type D Lumberjack - 12"-15"	LF	249	\$	\$
23	Type D Lumberjack - 18"-21"	LF	127	\$	\$
24	Protruding Taps Removal	EA	20	\$	\$
<b>BASE BID TOTAL</b>					
				\$	\$
<b>BID ALTERNATE NO. 1 – DWG 22A</b>					
101	12" Diameter CIP Pipe Lining	LF	604	\$	\$
102	Pipe Televising - 12"	LF	1,208	\$	\$
103	Type A Pipe Cleaning - 12"	LF	604	\$	\$
104	Type C Root Removal - 12"-15"	LF	151	\$	\$
105	Type D Lumberjack - 12"-15"	LF	151	\$	\$
<b>BID ALTERNATE NO. 1 TOTAL</b>					
				\$	\$
<b>ADDITIONAL RATES</b>					
Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
301	8" Diameter CIP Pipe Lining	LF	1	\$	\$
302	10" Diameter CIP Pipe Lining	LF	1	\$	\$
303	12" Diameter CIP Pipe Lining	LF	1	\$	\$
304	18" Diameter CIP Pipe Lining	LF	1	\$	\$
305	21" Diameter CIP Pipe Lining	LF	1	\$	\$
306	Type A Pipe Cleaning - 8"	HR	50	\$	\$
307	Type A Pipe Cleaning - 10"	HR	50	\$	\$
308	Type A Pipe Cleaning - 12"	HR	50	\$	\$
309	Type A Pipe Cleaning - 18"	HR	50	\$	\$
310	Type A Pipe Cleaning - 21"	HR	50	\$	\$
311	Type C Root Removal - 8"-10"	HR	50	\$	\$
312	Type C Root Removal - 12"-15"	HR	50	\$	\$
313	Type C Root Removal - 18" - 21"	HR	50	\$	\$
314	Type D Lumberjack - 8"-10"	HR	50	\$	\$
315	Type D Lumberjack - 12"-15"	HR	50	\$	\$
316	Type D Lumberjack - 18" - 21"	HR	50	\$	\$
<b>A table of expected cleaning times per segment shall be submitted to the Owner prior to beginning work.</b>					

2. It is understood that the quantities set forth are approximate only and subject to variation and that the unit bid price for the work done shall govern in the actual payment to Contractor. **THE CONTRACT SHALL BE AWARDED ACCORDING TO THE BASE BID.**
  
3. In submitting this bid, the bidder understands that the right is reserved by the City of Waterloo, Iowa, to reject any or all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond and certificate of the insurance within ten (10) days after the agreement is presented to him for signature, and start work within ten (10) days after "Notice to Proceed" is issued.
  
4. Security in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in the form of \_\_\_\_\_, is submitted herewith in accordance with the INSTRUCTIONS TO BIDDERS.
  
5. Attached hereto is a Non-Collusion Affidavit of Prime Contractor.
  
6. Attached hereto is a Bidder Status Form indicating Resident Bidder Certification (\_\_\_\_\_), or Non-Resident Bidder Certification (\_\_\_\_\_.) (Mark one.)
  
7. The bidder is prepared to submit a financial and experience statement upon request.
  
8. The Prime Contractor and Subcontractor(s), which have performed an aggregate of \$10,000.00 in work for the City in the current calendar year, are prepared to submit an AAP or Update and an EOC, within ten (10) days of notification that the bid submitted is lowest and acceptable.
  
9. The bidder has received the following Addendum or Addenda:
 

Addendum No.		Date	
  
10. The bidder shall list the MBE/WBE subcontractor(s), amount of subcontracts and bid items on the City of Waterloo Minority and/or Women Business Pre-bid Contact Information Form submitted with this Form of Bid or Proposal. The apparent low Bidder shall submit a list of all other Subcontractor(s) to be used on this Project to the City of Waterloo by 5:00 p.m. the business day following the day Bids on this Project are due along with the Non-Collusion Affidavits of All Subcontractor(s).
 

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

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

  - 1) The City of Waterloo does not approve the subcontractors.
  - 2) The subcontractors submit in writing that they cannot fulfill their subcontracts.
  
11. The bidder has filled in all blanks on this proposal. Those blanks not applicable are marked "none" or "NA".
  
12. The bidder has attached all applicable forms.

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

\_\_\_\_\_  
(Name of Bidder) \_\_\_\_\_ (Date)

BY: \_\_\_\_\_ Title \_\_\_\_\_

Official Address: (Including Zip Code):

\_\_\_\_\_  
\_\_\_\_\_

I.R.S. No. \_\_\_\_\_

THIS PAGE LEFT BLANK INTENTIONALLY

**INFORMATION NEEDED  
FOR  
IOWA CONSTRUCTION SALES TAX EXEMPTION CERTIFICATE**

**CONTRACTOR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

(Check One)      **PRIME** \_\_\_\_\_                      **SUBCONTRACTOR** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_

**PROJECT CONTRACT NO.:** \_\_\_\_\_

**DESCRIPTION OF WORK:**

- |  |   |
|--|---|
| <input type="checkbox"/> Brickwork                     | <input type="checkbox"/> Landscaping                |
| <input type="checkbox"/> Carpentry                     | <input type="checkbox"/> Painting                   |
| <input type="checkbox"/> Concrete                      | <input type="checkbox"/> Paving                     |
| <input type="checkbox"/> Drywall-Plaster-Insulation    | <input type="checkbox"/> Plumbing                   |
| <input type="checkbox"/> Electrical                    | <input type="checkbox"/> Roofing-Siding-Sheet Metal |
| <input type="checkbox"/> Excavation/Grading            | <input type="checkbox"/> Windows                    |
| <input type="checkbox"/> Flooring                      | <input type="checkbox"/> Wrecking-Demolition        |
| <input type="checkbox"/> Heavy Construction            | <input type="checkbox"/> Other (Please specify)     |
| <input type="checkbox"/> Heating-Ventilating-Air Cond. | <input type="checkbox"/> _____                      |



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

as Principal, and \_\_\_\_\_

as Surety are held and firmly bound unto the \_\_\_\_\_ CITY OF WATERLOO \_\_\_\_\_, Iowa, hereinafter called

"OWNER." In the penal sum \_\_\_\_\_

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

NOW, THEREFORE,

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

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

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

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

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

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

\_\_\_\_\_(Seal)  
Principal

By \_\_\_\_\_  
(Title)

\_\_\_\_\_  
Witness

\_\_\_\_\_(Seal)  
Surety

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Attorney-in-fact





NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of \_\_\_\_\_ )  
\_\_\_\_\_) ss:  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) \_\_\_\_\_, of \_\_\_\_\_ hereinafter referred to as the "Subcontractor;"
2. He is fully informed respecting the preparation and contents of the subcontractor's proposal submitted by the subcontractor to \_\_\_\_\_, contract pertaining to the \_\_\_\_\_ project in \_\_\_\_\_ (City or County and State)
3. Such subcontractor's proposal is genuine and is not a collusive or sham proposal;
4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham proposal in connection with such contract or to refrain from submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other bidder, firm or person to fix the price or prices in said subcontractor's proposal, or to fix any overhead, profit or cost element of the price of prices in said subcontractor's proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in the proposed contract; and
5. The price or prices quoted in the subcontractor's proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Title

My commission expires \_\_\_\_\_.

## EQUAL OPPORTUNITY CLAUSE

(As provided in Executive Order No. 11246)

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

1. The contractors, subcontractor, vendor and supplier of goods and services will not discriminate against any employee or applicant for employment because of race, color, creed, sex, national origin, economic status, age, mental or physical handicap, political opinions, or affiliations. The contractor, subcontractor, vendor, and supplier will develop an Affirmative Action program to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin, religion, economic status, age, mental or physical disability, political opinions or affiliations. Such actions shall include but not be limited to the following:
  - a. Employment
  - b. Upgrading
  - c. Demotion or Transfer
  - d. Recruitment and Advertising
  - e. Layoff or Termination
  - f. Rates of Pay or Other Forms of Compensation
  - g. Selection for Training Including Apprenticeship
2. The contractor, subcontractor, vendor and supplier of goods and services will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, religion, economic status, age, mental or physical disabilities, political opinion or affiliations.
3. The contractor, subcontractor, vendor and supplier or his/her collective bargaining representative will send to each labor union or representative of workers which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of the contractor's commitment under this section.
4. The contractor, subcontractor, vendor and supplier of goods and services will comply with all published rules, regulations, directives, and order of the City of Waterloo Affirmative Action Program Contract Compliance Provisions.
5. The contractor, subcontractor, vendor and supplier of goods and services will furnish and file compliance reports within such time and upon such forms as provided by the Affirmative Action Officer. Said forms will elicit information as to the policies, procedures, patterns, and practices of each subcontractor as well as the contractor himself/herself and said contractor, subcontractor, vendor and supplier will permit access to his/her employment books, records and accounts to the City's Affirmative Action Officer, for the purpose of investigation to ascertain compliance with this contract and with rules and regulations of the City's Affirmative Action Program—Contract Compliance Provisions relative to Resolution No. 24664.
6. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations and orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized by the City Council.
7. The contractor, subcontractor, vendor and supplier of goods and services will include, or incorporate by reference, the provisions of the non-discrimination clause in every contract,

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

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

(Signed) \_\_\_\_\_  
(Appropriate Official)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## TITLE VI CIVIL RIGHTS

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

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, about the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall allow access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Contracting Authority, the Iowa DOT, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Contracting Authority, the Iowa DOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Contracting Authority, the Iowa DOT, or the FHWA shall impose such contract sanctions as they may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Contracting Authority, the Iowa DOT, or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event of a contractor becomes involved in, or it threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Contracting Authority or the Iowa DOT to enter into such litigation to protect the interests of the Contracting Authority or the Iowa DOT; and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.



# Bidder Status Form

## To be completed by all bidders

## Part A

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

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

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

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

## To be completed by resident bidders

## Part B

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

Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

*You may attach additional sheet(s) if needed.*

## To be completed by non-resident bidders

## Part C

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

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

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

\_\_\_\_\_

\_\_\_\_\_

*You may attach additional sheet(s) if needed.*

## To be completed by all bidders

## Part D

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

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

## Worksheet: Authorization to Transact Business

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

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

**CONTRACTOR'S OR SUBCONTRACTOR'S AFFIRMATIVE ACTION PROGRAM**

Check box that applies to party completing program:

- (        ) General Contractor
- (        ) Subcontractor

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

A.

Name of Company \_\_\_\_\_

Address of Company \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number ( \_\_\_\_\_ ) \_\_\_\_\_

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

\_\_\_\_\_

Name of Project \_\_\_\_\_

Project Contract Number \_\_\_\_\_

Estimated Construction Work Dates \_\_\_\_\_ / \_\_\_\_\_  
Start                      Finish

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

B.

Name of General or Prime Contractor \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_

Subcontractor's Address \_\_\_\_\_ Zip \_\_\_\_\_

Subcontractor's Telephone Number ( \_\_\_\_\_ ) \_\_\_\_\_

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

Name of Equal Employment Officer \_\_\_\_\_

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

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

<u>Name</u>	<u>Address</u>	<u>Position</u>	<u>Sex</u>	<u>Ethnic Origin</u>

2. Other Areas of Interest:

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

<u>Name</u>	<u>Address</u>	<u>Affiliation</u>	<u>Type of Degree</u>

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

- A. We, the undersigned, recognize that we are morally and legally committed to nondiscrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, color, creed, sex, national origin, economic status, age, mental or physical handicap.
- B. The employment policies and practices of the undersigned are to recruit and hire employees without discrimination, and to treat them equally with respect to compensation and opportunities for advancement, including training, upgrading, promotion, and transfer. However, we realize the inequities associated with employment training, upgrading, contracting and subcontracting for minorities and women and we will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our SUBCONTRACTORS and suppliers.
- C. We submit this program to assure compliance with Executive Order 11246, as amended, and other subsequent orders that may pertain to equal employment opportunity and merit employment policies, fully realizing that our qualification and/or merit system should be evaluated and revised, if necessary.
- D. We agree to put forth the maximum effort to achieve full employment and utilization of capabilities and productivity of all our citizens without regard to race, creed, color, sex, national origin, economic status, age, and mental or physical handicap.
- E. \_\_\_\_\_ will give training  
(Name of Company)  
and employment opportunities to local residents of Waterloo, Iowa, to the greatest extent feasible.

III. AFFIRMATIVE ACTION

- A. \_\_\_\_\_ recognizes that the  
(Name of Company)

effective application of a policy of merit employment involves more than just a policy statement, and \_\_\_\_\_  
(Name of Company)

will, therefore, re-evaluate our Affirmative Action Program to ensure that equal employment opportunities are available on the basis of individual merit, and to actively encourage minorities, women and local residents to seek employment with our company on this basis.

B. \_\_\_\_\_ will undertake the  
(Name of Company)

following six (6) steps to improve our Affirmative Action Program:

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

C. \_\_\_\_\_ will take  
(Name of Company)

whatever steps are necessary to ensure that our total work force has adequate minority, female, and local representation. We will utilize the following methods in our recruitment attempts:

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

D. \_\_\_\_\_ will seek qualified minority,  
(Name of Company)

female, and local group applicants for all job categories and will make asserted efforts to increase minority, female and group representation in occupations at the higher levels or skill and responsibility.

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

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

G. \_\_\_\_\_ will encourage other  
(Name of Company)

companies with whom we are associated and/or do business, to do the same and we will assist them in their efforts.

H. \_\_\_\_\_ has taken the following  
(Name of Company)

Affirmative Action to ensure that minority, female, local contractors and/or suppliers were provided opportunities to negotiate and/or bid on this project: (if none, write "NONE")

1. \_\_\_\_\_

2. \_\_\_\_\_

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

1. \_\_\_\_\_

2. \_\_\_\_\_

J. \_\_\_\_\_ will require approved  
(Name of Company)

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

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

L. \_\_\_\_\_ will keep records of  
(Name of Company)

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

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

Minority Parity = .08 (8%)

N. \_\_\_\_\_ Affirmative Action  
(Name of Company)

Employment Goals:

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

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

\*Goals for Minorities: \_\_\_\_\_ %  
Goals for Women: \_\_\_\_\_ %

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

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



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

Respectfully submitted,

By: \_\_\_\_\_  
Company Executive

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Equal Employment  
Opportunity Officer

\_\_\_\_\_  
Date

City of Waterloo Affirmative Action Officer

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved Reason: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

## DESCRIPTION OF JOB CATEGORIES

1. **Officials/Manager**: Occupations in which employees set broad policies, exercise overall responsibility for execution of all policies, or direct individual departments or special phases of the agency's operations or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy directors, controllers, examiners, wardens, superintendents, unit supervisors, sheriffs, police and fire chiefs and inspectors and kindred workers.
2. **Professionals**: Occupations which require specialized and theoretical knowledge which is usually required through college training or thorough work experience and other training which provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, system analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, police and fire captains and lieutenants and kindred workers.
3. **Technicians**: Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education and through equivalent on-the-job training. Includes: computer programmers and operations, draftsmen, surveyors, licensed practical nurses, photographers, radio operators, technical illustrators, police and fire sergeants and kindred workers.
4. **Office/Clerical**: Workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paper work required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearing reporters, statistical clerks, dispatchers, license distributors, payroll clerks and kindred workers.
5. **Skilled Craft Workers**: Workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training programs. Includes: Mechanics and repairman, electricians, heavy equipment operators, stationary engineers, skilled machine occupations, carpenters, compositors and typesetters and kindred workers.
6. **Sales Workers**: Occupations engaging wholly and primarily in direct selling. Includes: advertising agents and salesman, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks, grocery clerks and cashier checkers, and kindred workers.
7. **Operatives (semi-skilled)**: Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics), plumbers, building trades, metal working trades, bricklayers, carpenters, electricians, machinists, mechanics, printing trades, etc., operatives, attendants (auto service and parking), plasterers, chauffeurs, deliverymen and furnacemen, heaters (metal), laundry and dry cleaning operatives, milliners, mine operatives and laborers, motormen, oilers and greasers, (except auto painters), (except construction and maintenance), photographic process workers, stationary fireman, truck and tractor drivers, weavers, (textile), welders and flame cutters and kindred workers.
8. **Laborers (unskilled)**: Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen, and stevedores, lumbermen, craftsmen and woodchoppers, laborers performing lifting, digging, mixing, loading and pulling operations and kindred workers.

9. **Apprentices**: Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally an apprenticeship, regardless of whether the program is registered with a Federal or State agency.
10. **Trainees (on-the-job)**: Production. Persons in formal training for craftsmen when not trained under apprentice programs--operative laborer, and service occupations.

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

## ITEMS OF POTENTIAL MBE/WBE PARTICIPATION

NOTICE TO PROSPECTIVE BIDDERS:

The following are items from the **FY 2026 CIP PIPELINING PHASE VA, CONTRACT NO. 1141**, project that have a potential for MBE/WBE Participation. This listing, however, is not intended to be all encompassing; to preclude MBE/WBE Contractors from bidding on any items of the Proposal as a Subcontractor or the entire Proposal as a Prime Contractor.

Item	Description	Unit	Estimated Quantiles	Unit Price	Total Amount
<b>BASE BID</b>					
A	Mobilization	LS	1	\$	\$
1	8" Diameter CIP Pipe Lining	LF	16,074	\$	\$
2	10" Diameter CIP Pipe Lining	LF	2,375	\$	\$
3	12" Diameter CIP Pipe Lining	LF	999	\$	\$
4	18" Diameter CIP Pipe Lining	LF	173	\$	\$
5	21" Diameter CIP Pipe Lining	LF	336	\$	\$
6	Lateral Reinstatement	EA	360	\$	\$
7	3-FT Lateral Grouting	EA	360	\$	\$
8	Pipe Televising - 8"	LF	32,148	\$	\$
9	Pipe Televising - 10"	LF	4,750	\$	\$
10	Pipe Televising - 12"	LF	1,998	\$	\$
11	Pipe Televising - 18"	LF	346	\$	\$
12	Pipe Televising - 21"	LF	672	\$	\$
13	Type A Pipe Cleaning - 8"	LF	16,074	\$	\$
14	Type A Pipe Cleaning - 10"	LF	2,375	\$	\$
15	Type A Pipe Cleaning - 12"	LF	999	\$	\$
16	Type A Pipe Cleaning - 18"	LF	173	\$	\$
17	Type A Pipe Cleaning - 21"	LF	336	\$	\$
18	Type C Root Removal - 8"-10"	LF	4,612	\$	\$
19	Type C Root Removal - 12"-15"	LF	249	\$	\$
20	Type C Root Removal - 18"-21"	LF	127	\$	\$
21	Type D Lumberjack - 8"-10"	LF	4,612	\$	\$
22	Type D Lumberjack - 12"-15"	LF	249	\$	\$
23	Type D Lumberjack - 18"-21"	LF	127	\$	\$
24	Protruding Taps Removal	EA	20	\$	\$
<b>BASE BID TOTAL</b>					
				\$	\$
<b>BID ALTERNATE NO. 1 – DWG 22A</b>					
101	12" Diameter CIP Pipe Lining	LF	604	\$	\$
102	Pipe Televising - 12"	LF	1,208	\$	\$
103	Type A Pipe Cleaning - 12"	LF	604	\$	\$
104	Type C Root Removal - 12"-15"	LF	151	\$	\$
105	Type D Lumberjack - 12"-15"	LF	151	\$	\$

	BID ALTERNATE NO. 1 TOTAL			\$	\$
ADDITIONAL RATES					
Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
301	8" Diameter CIP Pipe Lining	LF	1	\$	\$
302	10" Diameter CIP Pipe Lining	LF	1	\$	\$
303	12" Diameter CIP Pipe Lining	LF	1	\$	\$
304	18" Diameter CIP Pipe Lining	LF	1	\$	\$
305	21" Diameter CIP Pipe Lining	LF	1	\$	\$
306	Type A Pipe Cleaning - 8"	HR	50	\$	\$
307	Type A Pipe Cleaning - 10"	HR	50	\$	\$
308	Type A Pipe Cleaning - 12"	HR	50	\$	\$
309	Type A Pipe Cleaning - 18"	HR	50	\$	\$
310	Type A Pipe Cleaning - 21"	HR	50	\$	\$
311	Type C Root Removal - 8"-10"	HR	50	\$	\$
312	Type C Root Removal - 12"-15"	HR	50	\$	\$
313	Type C Root Removal - 18" - 21"	HR	50	\$	\$
314	Type D Lumberjack - 8"-10"	HR	50	\$	\$
315	Type D Lumberjack - 12"-15"	HR	50	\$	\$
316	Type D Lumberjack - 18" - 21"	HR	50	\$	\$
<b>A table of expected cleaning times per segment shall be submitted to the Owner prior to beginning work.</b>					

**MBE/WBE GOALS FOR THIS PROJECT**

**IMPORTANT:** Prime Contract Bidders should be aware that ten percent (10%) MBE goal and a two percent (2%) WBE goal is attached to this project. "Certified Return Receipt" letters are no longer needed with the bid showing proof of contacting MBE or WBE Subcontractors, but the Pre-Bid Contact Information Form must be filled out completely.

City of Waterloo Contract Compliance Officer:

Contract Compliance Officer  
Community Development Board  
Carnegie Annex, Suite 202  
620 Mulberry Street  
Waterloo, IA 50703  
Phone: (319) 291-4429

**SUBCONTRACTOR'S BID REQUEST FORM  
PRIME BIDDER'S LETTERHEAD**

Contract No.: \_\_\_\_\_

Letting Date: \_\_\_\_\_

I, (subcontractor's name), hereby attest that I have been solicited for a bid on (project name) in the area of (description of work and bid item no.).

(Prime contractor) has informed me that if I am interested in bidding, a subcontracting bid proposal must be submitted to the company office by (date) and (time).

\_\_\_\_\_  
Subcontractor's Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subcontractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prime Bidder's Signature

**LETTER TO BE USED WHEN SOLICITING FOR  
SUBCONTRACTOR QUOTES**

Subcontractor Company Name  
Address

RE: Contract No.: \_\_\_\_\_

Dear \_\_\_\_\_:

(Prime Contractor's Company Name) is presently soliciting for the following work in connection with the above referenced project.

(Insert bid Item Nos. and Description of Work)

(Prime Contractor's Company Name) is an Equal Opportunity Employer, and all qualified bidders will not be discriminated against due to race, religion, color, sex, or origin.

If interested in bidding your proposal must be turned into this office by \_\_\_\_\_  
Date

and \_\_\_\_\_.  
(Time)

Sincerely,

(Prime Contractor's Representative)

Form CCO- 3 (11/28/2001)

**LETTER OF INTENT TO BID  
(MBE/WBE LETTER)**

According to the Current MBE/WBE Contract Compliance Program - 2002, all MBE/WBE Contractors interested in submitting subcontractor quotes on construction projects with goals, MUST submit a LETTER OF INTENT TO BID to the City of Waterloo Contract Compliance Officer at least seven (7) days prior to bid opening.

The LETTER OF INTENT TO BID must list the specific items which the MBE/WBE Contractor is interested in bidding.

Letter should include the following:

Name of Project: \_\_\_\_\_  
Your Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Date: \_\_\_\_\_

List of Specific items to be bid:

Item No. \_\_\_\_\_ Description: \_\_\_\_\_  
Item No. \_\_\_\_\_ Description: \_\_\_\_\_  
Item No. \_\_\_\_\_ Description: \_\_\_\_\_  
Item No. \_\_\_\_\_ Description: \_\_\_\_\_  
Item No. \_\_\_\_\_ Description: \_\_\_\_\_

\_\_\_\_\_  
(Subcontractor's Company Name and authorized signature)

Return this LETTER OF INTENT TO BID to:

Contract Compliance Officer  
Community Development Board  
620 Mulberry St.  
Carnegie Annex, Suite 202  
Waterloo, IA 50703  
Phone: (319) 291-4429

Form CCO-5 (06-20-2002)

## **MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM INSTRUCTIONS**

### **Prime Contractor Responsibilities:**

Prime Contractors bidding on City of Waterloo contract work are required to ensure that MBE/WBE businesses are provided the opportunity to participate in the performance of contracts and subcontracts. Prime contractors are required to assist MBE/WBE businesses in overcoming barriers to participation and must make good faith efforts to secure bids from, and award subcontracts to, MBE/WBE businesses. For all contract bids of \$50,000 or more, the following is required to demonstrate good faith efforts in accordance with this policy:

1. "MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM" submitted with the prime contractor bid, properly completed and signed on Form CCO-4 (Rev. 06-20-02). Please note that this document must include all subcontractor contacts, bids received, and awarded - not just those related to disadvantaged business enterprise vendors.
2. A minimum of three (3) MBE/WBE business contacts must be made and documented, if there are at least three (3) MBE/WBE businesses offering services in the areas to be subcontracted (see City of Waterloo MBE/WBE Certified List). If less than three (3) are offering the services to be subcontracted, then a contact is required for any that are listed as providing that service. If you have submitted a MBE/WBE contact not on the City's MBE/WBE list, attach a copy of the certification from another government agency.
3. Contacts to each MBE/WBE businesses are required to be a minimum of seven (7) working days prior to the date the prime contractor submits the bid to the City of Waterloo.
4. The following documentation must accompany the "MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM" for each MBE/WBE business contacted:
  - a. A copy of the bid received from the MBE/WBE, OR
  - b. If no bid was received, a copy of correspondence received from the MBE/WBE with a "no bid" response, OR
  - c. If no response was received, a copy of the solicitation sent to the MBE/WBE with proof of mailing attached.
5. If any MBE/WBE business submitting bids are not selected for subcontract award, documentation must accompany the "MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM" on why the MBE/WBE was not selected. These reasons could include:
  - a. Not low bid. Copies of the competing bids may be required for verification.
  - b. MBE/WBE did not bid, withdrew bid or was non-responsive.
  - c. Documentation of other business-related reason for not selecting the MBE/WBE business for a subcontract.
  - d. Prime contractor self performs work.
  - e. Any other reason relied on by the Prime Contractor.

The Contract Compliance Officer will determine the weight to be given to each item listed above (supported by appropriate documentation) based on overall program goals.

### **Subcontractors Responsibilities:**

1. Each MBE/WBE firm planning to submit quotes on construction projects with goals, shall submit a Letter of Intent to Bid (Form CCO-5) to the City Contract Compliance Officer seven (7) working days prior to bid opening, listing specific items which the MBE/WBE firm is interested in bidding. If the City Contract Compliance Officer does not receive sufficient scope letters seven (7) working days prior to bid opening, goals on subject project will be reduced accordingly. Agreements between the bidder/proposer and an MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

Form CCO-4A Rev. 07-08-02

MBE/WBE PARTICIPATION  
AECOM #60743622

CONTRACT NO. 1141

M-6 of 7  
FY 2026 CIPP



**MBE/WBE BUSINESS ENTERPRISE  
PRE-BID CONTACT INFORMATION FORM**

Prime Contractor Name: \_\_\_\_\_ Project: \_\_\_\_\_ Letting Date: \_\_\_\_\_

**NO MBE/WBE SUBCONTRACTORS:** If you are NOT using any MBE/WBE subcontractors to complete this project, sign below. Attach a brief explanation as to why subcontracting was not feasible with this project. If any MBE/WBE subcontractors will be used, please use the bottom portion of this form.

Contractor Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**SUBCONTRACTORS APPLICABLE:** You are required, for your bid to be considered responsive, to provide the information on this form showing ALL of your MBE/WBE subcontractor contacts made for your bid submission. This information is subject to verification. Any questions should be directed to Contract Compliance Office 319-291-4429.

You are required, for your bid to be considered responsive, to provide the information on this Form showing your MBE/WBE Business Enterprise contacts made prior to your bid submission. This information is subject to verifications and confirmation. If you are unable to identify MBE/WBE firms to perform portions of the work, please contact Rudy Jones, Contract Compliance Officer, for assistance at (319) 291-4429.

In the event it is determined that the MBE/WBE Business Enterprise goals are not met, then before awarding the contract the City of Waterloo will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

**TABLE OF INFORMATION SHOWING BIDDER'S PRE-BID  
MBE/WBE BUSINESS ENTERPRISE CONTACTS**

MBE/WBE Subcontractors	Quotes		Received		Quotation used in bid	
	Dates Contacted	Yes/No	Dates Contacted	Yes/No	Yes/No	Dollar Amount Proposed to be Subcontracted

(Form CCO-4) Rev. 06-20-02

MBE/WBE PARTICIPATION  
AECOM #60743622

CONTRACT NO. 1141

M-7 of 7  
FY 2026 CIPP



## **CERTIFIED MBE CONTRACTORS**

### **CARTER ELECTRIC**

725 Adams Street  
Waterloo, IA 50703  
Phone: (319) 232-9808  
Pager: (319) 235-4021  
Contact: Derrick Carter  
Specializing in:  
*ELECTRICAL CONTRACTOR*

### **DANIELS HOME IMPROVEMENT**

339 Albany Street  
Waterloo, IA 50703  
Phone: (319) 961-1659  
Contact: Sammy Daniels  
Specializing in:  
*ALL TYPES OF CONCRETE FLATWORK, POURED WALLS—ALL TYPES, FOOTINGS, LIGHT DEMOLITION*

### **D.C. CORPORATION**

426 Beech Street  
Waterloo, IA 50703  
Phone: (319) 493-2542  
FAX: (319) 236-0515  
Contact: Terry Phillips  
Certified: City of Waterloo Certified MBE, TSB Certified  
Specializing in:  
*COMMERCIAL AND RESIDENTIAL DEMOLITION, CONCRETE PAVING, DRIVEWAYS, TRUCKING (ALL TYPES), GENERAL CONSTRUCTION*

### **QUICK CONSTRUCTION**

217 Bates Street  
Waterloo, IA 50703  
Phone: (319) 215-4166  
Contact: Leroy Harrington  
Specializing in:  
*ALL TYPES OF CONCRETE FLATWORK AND GENERAL CONSTRUCTION*

*Updated 4-11-2022*

## **E. CASTRO ROOFING**

702 Riehl Street  
Waterloo, IA 50701  
Phone: (319) 215-5683  
Contact: Emillio Castro  
Specializing in:  
*ROOFING, SIDING, GENERAL CONSTRUCTION*

## **JASON'S INDOOR AND OUTDOOR**

700 Bishop Avenue  
Waterloo, IA 50707  
Phone: (908) 675-7725  
Contact: Jason Burt  
Specializing in:  
*GENERAL CONSTRUCTION*

# **CERTIFIED WBE CONTRACTORS**

*\* DENOTES WOMEN BUSINESS ENTERPRISE*

**Rudy D. Jones, Community Development Director**  
**Contract Compliance Office**  
**Community Development Board**  
**Carnegie Annex, Suite 202**  
**620 Mulberry Street**  
**Waterloo, Iowa 50703**  
**319-291-4429 phone**  
**319-291-4431 fax**



*Updated 4-11-2022*

## STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder only upon the specific request of the City of Waterloo, Iowa.)

All questions must be answered, and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, when incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit available: \$ \_\_\_\_\_.
15. Give bank reference: \_\_\_\_\_.
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Waterloo, Iowa? \_\_\_\_\_

17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Waterloo, Iowa, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

State of \_\_\_\_\_ )  
  ) ss:  
County of \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn deposes and says that he is  
\_\_\_\_\_ of \_\_\_\_\_  
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, \_\_\_\_\_.

**GENERAL SPECIAL PROVISIONS**

1. **SCOPE OF WORK**

The work covered by this contract consists of furnishing all labor, equipment, and materials and performing all operations, in connection with the **FY 2026 CIP PIPELINING PHASE VA, CONTRACT NO. 1141**, as shown on the contract drawings and in accordance with these specifications.

The contract drawings, which accompany and form a part of this contract and specifications, are dated **January 6, 2026**. They have the general title of **FY 2026 CIP PIPELINING PHASE VA, CONTRACT NO. 1141**.

The drawings are numbered and separately entitled as follows:

<u>DRAWING NO.</u>	<u>DESCRIPTION</u>
	TITLE SHEET AND LOCATION MAP
OV 16	PROJECT OVERVIEW
OV 10	BID ALTERNATE OVERVIEW
1	SERVICE AREA NO. 16
2	SERVICE AREA NO. 16
3	SERVICE AREA NO. 16
4	SERVICE AREA NO. 16
5	SERVICE AREA NO. 16
6	SERVICE AREA NO. 16
7	SERVICE AREA NO. 16
8	SERVICE AREA NO. 16
9	SERVICE AREA NO. 16
10	SERVICE AREA NO. 16
11	SERVICE AREA NO. 16
12	SERVICE AREA NO. 16
13	SERVICE AREA NO. 16
14	SERVICE AREA NO. 16
15	SERVICE AREA NO. 16
16	SERVICE AREA NO. 16
17	SERVICE AREA NO. 16
18	SERVICE AREA NO. 16
19	SERVICE AREA NO. 16
20	SERVICE AREA NO. 16
21	SERVICE AREA NO. 16
22A	BID ALTERNATE NO. 1 – SERVICE AREA 10

The Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series of 2026, plus the applicable General Supplemental Specifications and the 2026 Iowa Statewide Urban Specifications, also known as SUDAS, shall apply to construction work. These standard specifications are amended by the City of Waterloo Supplemental Specifications to the 2026 edition of SUDAS.

Any specifications that supersede the Iowa DOT, SUDAS and City of Waterloo Specifications are listed in the Special Provisions.

2. **CONFLICTING SPECIFICATIONS**

All requirements of other specifications contained in the contract documents which conflict with the provisions of the special provisions will be considered void.

3. **DUMPING AREAS**

Excess material resulting from construction operations shall be hauled to the County Landfill or other area secured by the contractor and approved by the City. Rubble, rubbish, trees, brush, and other unsuitable backfill material, as designated by the City, shall be hauled to the County Landfill. All Landfill charges are to be considered incidental to the contract and are the responsibility of the contractor.

4. **CONSTRUCTION DAMAGE**

The Contractor shall exercise care during construction operations to ensure the safety and protection to existing features located near or within the limits of construction. Damage caused by negligence or poor workmanship, as determined by the Engineer, shall be considered the Contractor's responsibility.

5. **REMOVED MATERIALS**

All materials removed as part of this Contract shall remain the property of the City unless the City determines that the materials are not salvageable, and the City does not want to retain ownership of the materials. Materials designated in the field by the Engineer as non-salvageable shall be hauled and disposed of by the Contractor at no cost to the City. All other materials shall be transported to locations as directed by the Engineer. No separate measurement or payment will be made for hauling or disposing of removed materials and it shall be considered incidental to applicable items.

6. **OVERHAUL**

Overhaul will not be paid for "surplus material" obtained from any of the items of construction under this contract. The cost of overhaul will be considered as incidental to the items to which it applies.

7. **MAILBOXES**

The Contractor shall notify the United States Postal Department of mailboxes, which interfere with any part of the work before removing them, and the Contractor will relocate them as required by the Postmaster. The removal and replacement of mailboxes will not be considered for direct payment but will be considered incidental to the item to which it applies.

The removal and replacement of stop signs will not be considered for direct payment but will be considered incidental to the item to which it applies.

8. **PAY ITEMS**

All pay items are listed in the proposal and shall include the purchase of all materials, delivery of these materials, and furnishing all labor, plant, and miscellaneous work needed to make the item complete. All such cost shall be incidental to the proposed item to which it applies and shall not be considered for separate payment.

9. **BREAKDOWN OF LUMP SUM CONTRACT PRICE ITEMS**

The Contractor shall, immediately upon execution and delivery of the contract, before the first estimate for payment is made, deliver to the City a detailed estimate giving a complete breakdown of the lump sum contract prices. The submitted breakdown shall be approved by the City prior to any payment of any lump sum price item.

10. **PERMISSION TO HAUL OVER STREETS, RAILROADS, AND HIGHWAYS**

The Contractor will be required to secure, from the proper authorities, permission or permit which may be required to haul over streets, highways, railroads or private property, and any hauling operations of the Contractor shall be subject to the requirements of such permits, permission, and to all applicable regulations, laws, and ordinances governing hauling and movement of equipment over streets, railroads, highways, and private property. Any costs or inconvenience caused by obtaining any necessary permits or permission shall be considered completely covered by the price bid for the items in the proposal.

11. **CONSTRUCTION SCHEDULING**

The City shall approve Contractor's work schedule prior to starting. All revisions shall also be approved. The City may change the schedule to accommodate changing construction conditions.

The contractor shall submit the work schedule to the City at the preconstruction conference for approval. The City shall approve Contractor's work schedule prior to starting. All revisions shall also be approved. The City may change the schedule to accommodate changing construction conditions.

The Contractor shall coordinate the work under this contract with contractors performing work under other contracts, which may be performed concurrently.

The Contractor shall be responsible to notify the Police, Fire, Street, and Engineering Departments of the closing and opening of streets.

The Contractor shall commence work after receipt of the "Notice to Proceed" and at the date approved on the submitted schedule. The contractor shall diligently execute the work of the contract to completion once work commences.

12. **PRE-CONSTRUCTION CONFERENCE**

Before any work is started, the Contractor shall arrange with the City to hold a pre-construction conference for the purpose of discussing the contract.

13. **UNDERGROUND UTILITIES**

It is the responsibility of the Contractor to obtain the location of gas lines, water lines, electric, telephone, and cable television cables or wires from the various utility companies and the City electrician before starting any excavation. The Contractor shall be responsible for any damage to any underground utilities. The Contractor shall expose those utilities indicated on the plans so that elevations may be determined before beginning construction. This work shall be considered incidental to other items of work.

If the Contractor believes that additional costs have been incurred due to a utility being improperly located, the resolution of the additional costs incurred shall be made between the contractor and the respective utility company.

14. **TRAFFIC SIGNS AND STREET SIGNS**

The Contractor shall contact the City of Waterloo Traffic Operations Department to have any street sign that will be affected by construction removed and replaced when the work has been completed.

15. **TRAFFIC CONTROL DURING CONSTRUCTION (INCIDENTAL)**

The Contractor shall provide, erect, and maintain, at all times during the progress and suspension of the work and until completion and final acceptance thereof, suitable and requisite barricades, signs, or other adequate protection, as required by Contract Documents or as may be ordered by the Engineer, to ensure the safety of the public as well as those engaged on the work.

**All barricading necessary for completion of this project shall be considered incidental to contract bid items.**

The Contractor shall, at his own expense and without further or other order, provide, erect and maintain, at all times during the progress and suspension of the work and until completion and final acceptance thereof, suitable and requisite barricades, signs or other adequate protection, as required by the latest edition of Part VI of the "Manual on Uniform Traffic Control Devices" and shall provide, keep and maintain such barricades, signs, etc., as may be required or as may be ordered by the Engineer, to ensure the safety of the public as well as those engaged on the work. All barricading plans shall be reviewed by the Engineer.

The Contractor shall determine, provide and obtain approval from the City Engineer on all detour locations for all street closings, barricades and posting prior to construction. These shall meet requirements of the City Police Traffic Department. The Contractor shall notify the City Engineer's Office and the Police, Fire and Street Departments when the street is closed for construction. All barricading shall be in accordance with the latest edition of Part VI of the "Manual on Uniform Traffic Control Devices." Encapsulated lens sheeting is not required on this project.

16. **GRADES, LINES, LEVELS, AND SURVEYS**

All necessary grades, lines, levels and surveys shall be established and maintained by the Contractor.

The Contractor shall verify all grades, lines, levels, and dimensions as shown on the drawings, and he shall report any errors or inconsistencies in the same to the City before commencing work.

17. **SAFETY OF WORKERS AND PUBLIC**

The Contractor shall, at all times, take necessary precautions to protect the life and health of all persons employed on this project and the public. He shall provide necessary safety devices and safeguards in accordance with latest and best accident prevention practices. All such protection shall be furnished to employees without cost.

No direct measurement of payment shall be made for this protection but shall be considered incidental to other items of work. The public shall be kept outside of any work area.

## SPECIAL PROVISIONS

### 1. TRAFFIC CONTROL -- IMPROPER MAINTENANCE

The Engineer, or authorized representative, shall periodically review traffic control that has been put in place by the Contractor. If traffic control devices are found to be without proper maintenance, penalties shall be assessed. Improper maintenance shall include, but not be limited to, the following situations:

- A. Less than 100 percent of lights in working order.
- B. Any barricade or sign moved or tipped over.
- C. Fencing not supported in a vertical position.
- D. Fencing not placed around excavations when workers/equipment is not working at the location.
- E. Lack of proper barricades or signage.

Each incident is treated as a separate citation on an individual basis. It is not intended that minor deficiencies be price adjusted if corrected the day notification is given. In addition to a price adjustment, the Engineer may suspend work for irresponsible and/or repeated failure to construct the project using proper traffic control procedures.

Penalties:	1st Offense	Written Warning Given by City
	2nd Offense	\$ 100
	3rd Offense	\$ 250
	4th Offense	\$ 500
	5th Offense	\$1,000
	6th Offense	Engineer's Discretion (Amount
	or more	Equal or Greater Than \$1,000)

### 2. LIQUIDATED DAMAGES

Time is an essential element of this contract. It is important that the work be diligently pursued to completion. If the work is not completed within the specified contract period, plus authorized extensions, the Contractor shall pay to the City Liquidated Damages in the amount of \$500.00 per day, for each day, as further described herein, more than the authorized time.

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

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

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

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

3. HAUL ROUTES

Haul routes to and from the project site shall be submitted for review by the Engineer. In general, the Contractor shall request haul routes over the main streets in the area, staying on streets within the project as much as possible and should not include truck-embargoed streets.

4. STANDARD SPECIFICATIONS

The Standard Specifications, which are referenced in the contract documents, are designated as follows:

SUDAS STANDARD SPECIFICATIONS - "2026 Standard Specifications for the Iowa Statewide Urban Design and Specifications Program" (unless otherwise noted) and current revisions thereof.

WATERLOO STANDARD SPECIFICATIONS - "Standard Specifications for Municipal Public Works Construction, City of Waterloo, Iowa."

5. PERCENT OF CONTRACT TO BE PERFORMED BY CONTRACTOR

A. The prime contractor shall be required to perform at least 35 percent of the total contract amount of the project.

6. SPECIAL PROVISIONS

Standard Specifications are amended by the following additions. These are Special Provisions and shall prevail over those published in the Standard Specifications.

- Section 01 10 10 Summary of Work
- Section 01 22 13 Measurements and Payments
- Section 33 01 31 Cured-In-Place Pipe Sewer Lining

7. QUANTITY ADJUSTMENTS

The following Bid Items are exempted from consideration under the provisions of Section B. "Scope of Work," paragraph 7 of the "General Specifications for Construction" concerning the variance of the "As-Built" quantity of the listed item by more than twenty (20%) percent from the estimated quantity specified in the contract.

Item	Description	Unit	Estimated Quantiles	Unit Price	Total Amount
<b>BASE BID</b>					
A	Mobilization	LS	1	\$	\$
1	8" Diameter CIP Pipe Lining	LF	16,074	\$	\$
2	10" Diameter CIP Pipe Lining	LF	2,375	\$	\$
3	12" Diameter CIP Pipe Lining	LF	999	\$	\$
4	18" Diameter CIP Pipe Lining	LF	173	\$	\$
5	21" Diameter CIP Pipe Lining	LF	336	\$	\$
6	Lateral Reinstatement	EA	360	\$	\$
7	3-FT Lateral Grouting	EA	360	\$	\$
8	Pipe Televising - 8"	LF	32,148	\$	\$
9	Pipe Televising - 10"	LF	4,750	\$	\$

10	Pipe Televising - 12"	LF	1,998	\$	\$
11	Pipe Televising - 18"	LF	346	\$	\$
12	Pipe Televising - 21"	LF	672	\$	\$
13	Type A Pipe Cleaning - 8"	LF	16,074	\$	\$
14	Type A Pipe Cleaning - 10"	LF	2,375	\$	\$
15	Type A Pipe Cleaning - 12"	LF	999	\$	\$
16	Type A Pipe Cleaning - 18"	LF	173	\$	\$
17	Type A Pipe Cleaning - 21"	LF	336	\$	\$
18	Type C Root Removal - 8"-10"	LF	4,612	\$	\$
19	Type C Root Removal - 12"-15"	LF	249	\$	\$
20	Type C Root Removal - 18"-21"	LF	127	\$	\$
21	Type D Lumberjack - 8"-10"	LF	4,612	\$	\$
22	Type D Lumberjack - 12"-15"	LF	249	\$	\$
23	Type D Lumberjack - 18"-21"	LF	127	\$	\$
24	Protruding Taps Removal	EA	20	\$	\$
<b>BASE BID TOTAL</b>					
				\$	\$
<b>BID ALTERNATE NO. 1 – DWG 22A</b>					
101	12" Diameter CIP Pipe Lining	LF	604	\$	\$
102	Pipe Televising - 12"	LF	1,208	\$	\$
103	Type A Pipe Cleaning - 12"	LF	604	\$	\$
104	Type C Root Removal - 12"-15"	LF	151	\$	\$
105	Type D Lumberjack - 12"-15"	LF	151	\$	\$
<b>BID ALTERNATE NO. 1 TOTAL</b>					
				\$	\$
<b>ADDITIONAL RATES</b>					
Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
301	8" Diameter CIP Pipe Lining	LF	1	\$	\$
302	10" Diameter CIP Pipe Lining	LF	1	\$	\$
303	12" Diameter CIP Pipe Lining	LF	1	\$	\$
304	18" Diameter CIP Pipe Lining	LF	1	\$	\$
305	21" Diameter CIP Pipe Lining	LF	1	\$	\$
306	Type A Pipe Cleaning - 8"	HR	50	\$	\$
307	Type A Pipe Cleaning - 10"	HR	50	\$	\$
308	Type A Pipe Cleaning - 12"	HR	50	\$	\$
309	Type A Pipe Cleaning - 18"	HR	50	\$	\$
310	Type A Pipe Cleaning - 21"	HR	50	\$	\$
311	Type C Root Removal - 8"-10"	HR	50	\$	\$
312	Type C Root Removal - 12"-15"	HR	50	\$	\$
313	Type C Root Removal - 18" - 21"	HR	50	\$	\$

314	Type D Lumberjack - 8"-10"	HR	50	\$	\$
315	Type D Lumberjack - 12"-15"	HR	50	\$	\$
316	Type D Lumberjack - 18" - 21"	HR	50	\$	\$
<b>A table of expected cleaning times per segment shall be submitted to the Owner prior to beginning work.</b>					

8. SHOP DRAWINGS, CERTIFICATES, AND EQUIPMENT LISTS

A. Submission of Drawings:

1. The Contractor shall submit to the Engineer all shop drawings and equipment drawings or lists as called for in the contract documents or as requested by the Engineer. Drawings and listings shall be complete and shall contain all required detail information conveyed according to the latest recommended standards for detailing.
2. The Contractor shall make any corrections required by the Engineer and submit the revised shop or equipment drawings or listings for review. After review by the Engineer, the shop or equipment drawings or listings will be so marked, dated, signed by the Engineer, and forwarded to the Contractor for reproduction and distribution.

B. Submission of Equipment Lists:

1. If requested in the contract documents, as soon as practicable after award of contract and before any items of material or equipment are purchased, the Contractor shall submit to the Engineer for review a complete list of the principal fixtures and equipment to be incorporated into the work.
2. The Contractor shall also submit applicable brochures, technical data, catalogs, cuts, diagrams, manufacturer's drawings and installation instructions, samples if required, and other descriptive data including the complete description, trade name, model number, type, size, and rating.

C. Engineer's Review:

1. Review by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detail is satisfactory. The Engineer assumes no responsibility for errors in dimensions in the shop drawings and assumes the Contractor will use material complying with requirements of the contract documents or, where not specified, those of sound and reasonable quality, and will erect the subjects of such shop drawings according to recognized standards of first quality work or, when specified, according to standards of the contract documents.
2. Any work done or material ordered by the Contractor prior to review by the Engineer shall be at the Contractor's risk.

9. PROJECT RECORD DOCUMENTS

- A. Maintain at the project site one record copy of the drawings, project manual, addenda, change orders and other modifications to contract, field orders or clarifications, shop drawings, field test records, and associated permits.
- B. Provide one marked up set of drawings to Engineer at substantial completion for use in preparation of record drawings.
- C. Maintain record documents in clean dry, legible condition and in good order. Do not use record documents for construction purposes. Make record documents available for inspection by Engineer.

\* \* \* END OF SECTION \* \* \*

SECTION 01 11 18  
SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

- A. Work of this Contract entails construction of Cured-In-Place Pipelining (CIPP) sanitary sewer lining located in the City of Waterloo, identified as Sewer Service Area 16 (SA16), as shown on the Drawings. The project includes cleaning, root removal, televising, CIP pipelining and lateral grouting of the following quantities:

8-Inch Diameter CIPP – 16,074 LF  
10-Inch Diameter CIPP – 2,375 LF  
12-Inch Diameter CIPP - 999 LF  
18-Inch Diameter CIPP – 173 LF  
21-Inch Diameter CIPP – 336 LF  
Laterals - 360 EA

1.02 DEFINITIONS

- A. Standard Specifications: SUDAS 2026 Edition, except where otherwise noted.

1.03 FORM OF SPECIFICATIONS

- A. These Specifications are written in imperative and abbreviated form. Imperative language of Specification sections is directed at CONTRACTOR, unless specifically noted otherwise. Incomplete sentences in Specifications shall be completed by inserting “shall,” “CONTRACTOR shall,” “shall be,” and similar mandatory phrases by inference in same manner as they are applied to notes on Drawings. Words “shall be” shall be supplied by inference where colon (: ) is used within sentences or phrases. Except as worded to contrary, fulfill (perform) indicated requirements whether stated imperatively or otherwise.
- B. Items of Work are specified by section. Specifications or requirements of one or more sections may apply or be referenced in other sections.
- C. Provide Work described and comply with requirements stated in each Specification section and Drawings unless specifically assigned to other Contractors or OWNER.

1.04 CONTRACTS

- A. Perform Work under unit price Contract(s) with OWNER.

1.05 MILESTONES (WORK SEQUENCE)

- A. Construct Work in stages to provide for public convenience.
1. Do not close off public use of facilities until completion of one stage of construction provides alternative usage.
  2. Stages of construction are those indicated on Drawings.

1.06 CONTRACTOR'S USE OF PREMISES

- A. Limit use of premises for Work and storage to allow for following.

- 1. Public use.
- B. Conduct operations to ensure least inconvenience to general public. Coordinate use of premises with OWNER.
- C. Assume full responsibility for protection and safekeeping of products under this Contract.
- D. Obtain and pay for use of additional storage or Work areas needed for operations at no additional cost to OWNER.
- E. Confine operations to areas within Contract limits indicated. Do not disturb portions of site beyond areas in which Work is indicated.
- F. Keep driveways, roads, and entrances serving premises clear and available to OWNER and public at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on Site.

1.07 EASEMENTS, LICENSES, AND PERMITS

- A. Easements, construction licenses, and permits obtained for Work shown on Drawings.
  - 1. OWNER has copies of documents on file for review.
  - 2. Comply with provisions of easements, licenses, and permits.
  - 3. Obtain additional construction licenses necessary to complete Work.
  - 4. Easements and are shown on Drawings.
  - 5. Perform construction within existing rights-of-way or within limits of easements.
  - 6. Obtain written authorization from affected property owners or maintaining authorities if construction is outside these areas.
  - 7. Comply with requirements of OWNERS or maintaining authorities.
  - 8. Obtain written approval of restoration from easement and construction license grantors shown on Drawings.

1.08 STAKING

- A. Proposed Work will be staked once, by ENGINEER, at no expense to CONTRACTOR. Should CONTRACTOR request restaking, this Work will be done as ENGINEER'S schedule permits and at expense of CONTRACTOR. Notify ENGINEER at least 3 days prior to start of open-cut work or 7 days prior to start of jacked or augered work and when making periodic requests for line and grade stakes.
  - 1. ENGINEER will provide one line of survey stakes for utility work and prepare separate cut sheets where multiple pipes are located in common trench.
  - 2. CONTRACTOR shall maintain survey stakes.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

\*\*\* END OF SECTION \*\*\*

SECTION 01 22 13  
MEASUREMENTS AND PAYMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. This section identifies Bid items by number and lists applicable Specification sections and method of payment and measurement.
- B. Provide labor, materials, equipment, supervision, and other services to construct each Bid item as required by Contract Documents.
- C. Payment for all items shall be quantity shown on bid schedule unless dimensions of work are revised by OWNER through change order or unless subsequent recompilation shows plan quantity to be incorrect.
- D. Payment for all items will be made based on amount of work completed at time of pay request.

1.02 DESCRIPTION OF BID ITEMS - GENERAL

A. Bid Item No. A: Mobilization

- 1. Measurement and payment in accordance with SUDAS 11,020.

B. Bid Item No. 1: 8" CIPP,  
Bid Item No. 2: 10" CIPP,  
Bid Item No. 3 and 101: 12" CIPP  
Bid Item No. 4: 18" CIPP  
and  
Bid Item No. 5: 21" CIPP,

- 1. Includes furnishing and installation of Pipelining in accordance with SECTION 33 01 31 CURED-IN-PLACE PIPE SEWER LINING, SUDAS 4050, and the drawings.
- 2. Incidentals to this Bid Item:
  - a. Any Pipelining inside manholes (thru flow trough)
  - b. All work other work necessary to line each pipe segment from manhole to manhole
- 3. Not included with this Bid Item:
  - a. Pipe Televising.
  - b. Pipe Cleaning.
  - c. Type C Root Removal.
  - d. Type D Lumberjacking.
- 4. Measurement by the number of Lineal Feet of Pipelining installed from manhole pipe opening to manhole pipe opening.

C. Bid Item Nos. 6: Lateral Reinstatement  
and  
Bid Item Nos. 7: Lateral Grouting

- 1. Includes reinstating all active laterals in accordance with SECTION 33 01 31 CURED-IN-PLACE PIPE SEWER LINING and SUDAS 4050.
- 2. Measurement and payment based on bid price for each individual Lateral Reinstatement.

- D. Bid Item No. 8 : Pipe Televising - 8",  
 Bid Item No. 9: Pipe Televising - 10",  
 Bid Item Nos. 10 and 102: Pipe Televising – 12",  
 Bid Item No. 11: Pipe Televising – 18",  
     and  
 Bid Item No. 10: Pipe Televising – 21",
1. Includes documenting the Pre-Televising and Post-Televising of the sanitary sewer in accordance with SECTION 33 01 31 CURED-IN-PLACE PIPE SEWER LINING, SUDAS 4050 and 4060, and the drawings.
  2. Measurement and payment based on Lineal Feet of cleaning.
- E. Bid Item No. 13: Pipe Cleaning - 8",  
 Bid Item No. 14: Pipe Cleaning - 10",  
 Bid Item No. 15 and 103: Pipe Cleaning – 12",  
 Bid Item No. 16: Pipe Cleaning – 18",  
     and  
 Bid Item No. 17: Pipe Cleaning - 21",
1. Includes sanitary sewer pipe cleaning in accordance with SECTION 33 01 31 CURED-IN-PLACE PIPE SEWER LINING, SUDAS 4050, SUDAS 4060, and the drawings.
  2. Measurement and payment based on Lineal Feet of cleaning.
- F. Bid Item No. 18: Type C Root Removal - 8"-10",  
 Bid Item No. 19 and 104: Type C Root Removal – 12"-15",  
     and  
 Bid Item No. 20: Type C Root Removal - 18"-21",
1. Includes root removal in accordance with SECTION 33 01 31 CURED-IN-PLACE PIPE SEWER LINING, SUDAS 4050, SUDAS 4060, and the drawings.
  2. Quantity is estimated based on 50% of the CIPP installed per diameter.
  3. Measurement and payment based on Lineal Feet of cleaning.
- G. Bid Item No. 21: Type D Lumberjack - 8"-10",  
 Bid Item No. 22 and 105: Type D Lumberjack – 12" – 15",  
     and  
 Bid Item No. 23: Type D Lumberjack - 18"-21",
1. Includes root removal in accordance with SECTION 33 01 31 CURED-IN-PLACE PIPE SEWER LINING, SUDAS 4050, SUDAS 4060, and the drawings.
  2. Quantity is estimated based on 50% of the CIPP installed per diameter.
  3. Measurement and payment based on Lineal Feet of cleaning.
- H. Bid Item Nos. 24 and 106: Protruding Taps Removal
1. Includes root removal in accordance with SECTION 33 01 31 CURED-IN-PLACE PIPE SEWER LINING, SUDAS 4050, SUDAS 4060, and the drawings.
  2. Measurement and payment based on Each Protruding Tap Removed.
- I. Bid Item No. 301-316: Additional Rates
1. INCLUDES ALL WORK as described in the pipe cleaning, root removal and lumberjacking as described above.
  2. These bid items are for cleaning outside of what is expected as part of your bid. The Contactor shall submit a table of expected cleaning times per segment before work begins to the City.
  3. The use of these rates must be approved by the City prior to the extra cleaning work begins.

- The procedure is described on Plan Sheet No. 1 Plan Note 2.
4. Measurement and Payment is based on Per Hour.

\* \* \* END OF SECTION \* \* \*

SECTION 33 01 31  
CURED-IN-PLACE PIPE SEWER LINING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Installation of cured-in-place pipe liner into existing sewer, including pipeline cleaning, internal inspections, flow control, obstruction removal, reconnection of existing active service laterals, testing, cleanup, restoration and associated Work.

B. Measurement and Payment:

1. See Specification Section 01 22 13.

C. This Specification Section shall be supplemented by SUDAS Section 4050.

1.02 PERFORMANCE REQUIREMENTS

A. Design Criteria:

1. Design cured-in-place liner thickness in accordance with ASTM F1216 and following additional requirements:
  - a. Design Safety Factor 2.0
  - b. Creep Retention Factor 50%
  - c. Ovality 2% or As Measured by Field Inspection
  - d. Constrained Soil Modulus: 1,000 PSI
  - e. Groundwater Depth: 2' Above the Invert of the Pipe
  - f. Soil Depth: Distance from Surface Elevation to Invert of Pipe
  - g. Live Load Highway
  - h. Soil Load (Assumed) 120 lb/cu. Ft.
  - i. Minimum Service Life 50 Years
2. Bond between layers shall be strong and uniform. Layers, after cure, shall form one homogeneous structural pipe wall with no part of tube left unsaturated by resin.

1.03 SUBMITTALS

A. Product Data:

1. Manufacturer's literature and product certification for materials used in liner.

B. Miscellaneous: FLASH DRIVE, INCLUDING THE FOLLOWING:

1. Internal inspections prior to and upon completion of liner insertion.
2. Television inspection reports.

C. Proposed plan for bypassing sewage during liner installation.

D. Submit in accordance with SUDAS Section 1050.

1.04 QUALITY ASSURANCE

A. Installing CONTRACTOR'S Qualifications:

1. 4-yr minimum demonstrated successful application of lining process.

B. Corrosion:

1. Fabricate finished liner from materials which, when cured, will be chemically resistant to withstand internal exposure to domestic sewage including exposure to hydrogen sulfide gas.
  - a. Use chemical solution and concentrations shown in ASTM F 1216, Table X2.1, for purpose of defining chemical resistance requirements.

C. Manhole Connections:

1. Assure manhole connections watertight as possible considering condition of existing manholes.
  - a. Use of "Hydro-Tight" or equal seal will be acceptable.

D. Testing:

1. Flat plate test tube, in-plant, in accordance with F 1216.
2. Test finished liner.

PART 2 PRODUCTS

2.01 LINING PROCESS MANUFACTURERS

- A. Insituform.
- B. National Liner.
- C. In-Liner.
- D. C.I.P.P. Corporation
- E. Or equal.

2.02 CURED-IN-PLACE LINER TUBE

A. Resin:

1. Liner Bag: Polyester resin for domestic sewage and general chemical applications.
  - a. Resins may contain pigments, dyes, or colorants which will not interfere with visual inspection of cured liner.

B. Reinforcing Material:

1. Non-woven needle interlocked polyester felt formed into sheets of required thickness.
2. Felt tubes may be made of single or multiple layer construction, with any layer not less than 1.5 mm thick.

3. Mechanical strengthener membrane or strips may be sandwiched in between layers where required to control longitudinal stretching.
4. Polyurethane membrane used during insertion of inflation bag may be left on internal surface of liner after curing.
5. Minimum thickness of bonded polyurethane membrane and inner liner, if used, shall be 0.25 mm, +5%, and shall not affect structural dimension requirements of cured liner.

C. Felt Content:

1. Content shall ensure cured thickness of liner as specified.
2. Thickness of cured liner to be as specified (+10% - 4%) and shall not include thickness of polyurethane inner liner.

D. Resin Content:

1. 10 to 15% by volume greater than volume of felt in liner bag.

E. Cured liner shall conform to minimal structure standards listed one test per pallet or truck load:

	Pipe	Standard	Value
Tensile Stress	Pressure Pipes Only	ASTM D 638	3,000 psi
Modulus of Elasticity	All	ASTM D 790	400,000 psi
Flexural Stress	All	ASTM D 790	4,500 psi

2.03 FABRICATION

- A. Fabricate liner to size that when installed, will fit internal circumference of pipe, including allowances for circumferential stretching during insertion and maximum pipe out of roundness specified for complete installation.

1. Conform to ASTM F1216.

2.04 CLEANING EQUIPMENT

- A. Selection:

1. Equipment selected for cleaning shall be capable of removing sludge, grease, debris and other deleterious materials and obstructions from sewers without damage to existing lines.
2. Selection of equipment shall be based on conditions of lines at time work commences and at sole discretion of CONTRACTOR to achieve removal of materials specified.

PART 3 INSTALLATION

3.01 EXAMINATION

- A. CONTRACTOR shall Pre-Televising and Log all lines and laterals prior to lining and provide OWNER an electronic copy of video and written Log. Pre-Televising Log shall be made available to the ENGINEER during Post-Televising work as described in this Specification 3.06 C.
- B. CONTRACTOR shall notify the ENGINEER immediately of any excessive sedimentation of any kind that could result in extra work. If the CONTRACTOR proceeds with cleaning internally believed to be extra work prior to approval from the ENGINEER, the CONTRACTOR proceeds at its own risk.

- C. CONTRACTOR shall notify the ENGINEER immediately of any main line or lateral blockages that would prevent planned lining or lateral reinstatement and grouting.
- D. Refer to SUDAS 4060 for video inspection requirements.

### 3.02 PREPARATION

- A. Prior to liner installation, clean grease, sludge, and other debris from line to provide proper installation of product.
- B. Remove or repair those offset joints, protruding services, or other deflects that would prevent insertion of liner.
  - 1. CONTRACTOR shall make own determination of removal or repair required by review of video inspection DVDs and reports.
- C. If CONTRACTOR determines that existing pipe is 15% or more out of roundness, notify ENGINEER of condition of pipe prior to redesign of liner.
- D. Sewage Bypassing:
  - 1. Provide for flow of sewage around sections of pipe to be lined.
    - a. Pump or bypass lines shall be of adequate size and capacity to handle flow.
    - b. Coordinate bypassing operations with OWNER.

### 3.03 SEWER CLEANING

- A. Use high-pressure jet cleaning (Type A) unless high-pressure (~10,000 psi) cleaning (Type D) is authorized by City; high-pressure (~10,000 psi) cleaning (Type D) to be considered Extra Work for which incremental additional compensation will be provided. Adjustment prices for cleaning will be basis for negotiation of additional compensation. Notify the ENGINEER immediately if line is discovered to be excessively blocked or damaged.
- B. Material Removed:
  - 1. Remove sludge, grease, debris and other solid or semi-solid material resulting from cleaning operations at downstream manhole. Do not pass material from upstream sewer segment to next downstream sewer segment.
  - 2. If hydraulic cleaning equipment is used, construct weir or dam in downstream manhole to trap solids for removal.
  - 3. **Remove material resulting from cleaning operations from site on daily basis.**
    - a. **CONTRACTOR may dispose of debris from pipe cleaning activities at the Waterloo WWTP Monday through Friday between the hours of 8 a.m. to 2 p.m. CONTRACTOR will register with the operator of the WWTP prior to disposal.**
- C. High-Pressure Jet Cleaning - TYPE A
  - 1. Use high-pressure jet cleaning machine; use spinning head nozzle appropriate for size of sewer and debris present; traverse sewer against flow and from downstream manhole sufficient number of passes to ensure proper cleaning; minimum of two (2) passes per section.
  - 2. Trap debris at downstream manhole to prevent carrying of debris into lower reaches of sewer section being cleaned.

3. Conduct all operations so as to prevent water being blown out of fixtures in adjacent buildings.
4. Maintain continuous minimum pressure of 1,000 psi on operating hoses.
5. Use of high-pressure jet cleaning for certain reaches of sewer based on observations made of previous studies; if heavy root growth is evident, notify City immediately; City will evaluate need for alternative methods of cleaning, if justified.

D. Root Removal – TYPE C

1. Use rotating cutter head on jet machine or similar equipment to cut and remove roots from sewer pipe. Use cutter head with a diameter equal to the pipe diameter unless the Engineer gives written permission to do otherwise.
2. Chemical treatment for roots not required: chemical treatment will be considered Extra Work for which compensation will be negotiated.
3. Type C cleaning will take place only after televising reveals significant presence of roots and Contractor is directed by Engineer to stop televising and to undertake Type C cleaning.

E. High-Pressure (~10,000 psi) Cleaning or Lumberjack Cleaning - TYPE D

1. Necessary to remove heavy grease from pipes not successfully removed by other means.
2. Necessary to remove hardened calcium deposits in pipes not successfully removed by other means.
3. Necessary to remove tuberculation in cast iron or ductile iron type pipes.

F. Protection During Cleaning Operations:

1. Protect sewer and manholes from damage during cleaning operations.

### 3.04 INSTALLATION

A. General:

1. Conform to ASTM F 1216 and as specified.

B. Preparation of Liner:

1. Designate location where uncured resin in original containers and unimpregnated liner will be vacuum-impregnated prior to installation.
2. Use resin and catalyst system compatible with installation of this method. Quantities of liquid thermosetting materials shall be to manufacturer's standards to provide lining thickness required.
3. Transport resin impregnated liner to site, prior to inversion, in suitable light-proof container with temperature maintained below 40°F (4°C).

C. Insertion of Liner:

1. Insert liner through an existing manhole or other access by means of an inversion process and application of hydrostatic head sufficient to fully extend liner to next designated manhole or termination point or by means of winching liner through last pipe to next designated manhole or termination point. Lubricant may be used.

D. Curing Liner:

1. Using Circulated Heated Water

- a. After inversion is completed, suitable heat source and water re-circulation equipment are required to circulate heated water throughout the pipe.
  - 1) The equipment should be capable of delivering hot water throughout the section to uniformly raise the water temperature above the temperature required to affect a cure of the resin.
  - 2) The heat source should be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. Another such gauge should be placed between the impregnated tube and the pipe invert at both ends to determine the temperatures during cure.
- b. Water temperature in the line during the cure period should be as recommended by the resin manufacturer.
- c. Initial cure will occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exothermic or cure in the resin.
- d. Initial cure is reached, the temperature should be raised to the post-cure temperature recommended by the resin manufacturer.
  - 1) The post-cure temperature should be held for a period as recommended by the resin manufacturer, during which time the re-circulation of the water and cycling of the boiler to maintain temperature continues.
  - 2) The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of soil).
- e. Required Pressures
  - 1) Before the curing begins, the pressure required to hold the flexible tube tight against the existing conduit shall be provided by the tube manufacturer.
  - 2) Once the cure has started and dimpling for laterals is completed, the required pressure shall be maintained until the cure has been completed. If required by the owner, a continuous log of pressure during cure shall be maintained.

## 2. Using Steam

- a. After inversion is completed, suitable steam-generating equipment is required to distribute steam throughout the pipe.
  - 1) The equipment should be capable of delivering steam throughout the section to uniformly raise the temperature within the pipe above the temperature required to affect a cure of the resin.
  - 2) The temperature in the line during the cure period should be as recommended by the resin manufacturer.
- b. The steam-generating equipment should be fitted with a suitable monitor to gauge the temperature of the outgoing steam.
  - 1) The temperature of the resin being cured should be monitored by placing a gauge between the impregnated tube and the existing pipe at the termination end to determine the temperature during cure.
- c. Initial cure will occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound and the remote temperature

sensor indicates that the temperature is of a magnitude to realize an exotherm or cure in the resin.

- 1) After initial cure is reached, the temperature should be raised to post-cure temperatures recommended by the resin manufacturer.
- 2) The post-cure temperature should be held for a period as recommended by the resin manufacturer, during which time the distribution and control of steam to maintain the temperature continues.
- 3) The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of soil).

### 3. Cool-Down

#### a. Using Cool Water After Heated Water Cure

- 1) The new pipe should be cooled to a temperature below 100°F(38°C) before relieving the static head or air pressure in the inversion standpipe.
- 2) Cool-down may be accomplished by the introduction of cool water into the inversion standpipe water being drained from a small hole made in the downstream end.
- 3) Care should be taken in the release of head so that a vacuum will not be developed that could damage the newly installed pipe.

#### b. Using Cool Water After Steam Cure

- 1) The new pipe should be cooled to a temperature below 113°F(45°C) before relieving the internal pressure within the section.
- 2) Cool-down may be accomplished by the introduction of cool water into the section to replace the mixture of air and steam being drained from a small hole made in the downstream end.
- 3) Care should be taken in the release of the air pressure so that a vacuum will not be developed that could damage the newly installed pipe

### E. Finished Liner:

1. Liner shall be continuous over entire length of inversion run and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes, and delamination.
2. During curing process, gauge watertightness under positive head.
  - a. Rate of Exfiltration: Not greater than 200 gal per day per in. dia per mile.
3. Liner shall conform to shape of pipe existing before installation and not be out of round by more than 15%.

## 3.05 CONNECTIONS

### A. Service Lateral Connections:

1. Locations:
  - a. Contractor to determine active/inactive laterals by reviewing the pre-cleaning televising records to determine which laterals will not need to be reinstated and by direct measurement. CONTRACTOR shall notify the ENGINEER to verify INACTIVE OR BLOCKED LATERALS. **SUDAS DYE TESTING REQUIREMENT DOES NOT APPLY**

- 1) Use steel tape for measuring distances.
- 2) Reference connection location measurements from inside face of manhole wall.

2. Reinstatements:

- a. Reinstatement and reconnect service laterals unless lateral connection is determined by CONTRACTOR to be either inactive or abandoned. Document inactive or abandoned laterals and notify the ENGINEER to verify their state.
- b. Reconnect service laterals from within pipe using cutting device that re-establishes service for minimum of 95% of flow capacity.

- 1) Liner shall be sufficiently tight so there is no annular space between connection and liner.

B. Manhole Connections:

1. Provide watertight seal between sewer pipe and liner pipe.
2. Reconstruct channels in manhole to match new invert elevations OR leave CIP in manhole channel and cut to match bench

3.06 FIELD QUALITY CONTROL

A. Liner Thickness:

1. Cured liner thickness shall not be more than 5% less than thickness specified.

B. Felt and Resin Content of Liner:

1. Visually inspect liner to ensure number of layers of felt conforms to specified number of layers and thickness.
2. Calculate resin to felt ratio by weight.
3. Ratio shall fall in range 1.10:1 to 1.15:1.

C. Examination:

1. Notify the ENGINEER 24 hours prior to Post-Televising work. The ENGINEER assumes this will be a daily task during the majority of the project and staff will be available to observe the work as to not delay the CONTRACTOR'S work.
2. Provide the ENGINEER with the Pre-Televising Log prior to the Post-Televising.
3. Televising interior of pipe after completion of Work in the presence of the ENGINEER and provide an electronic copy of the video and written report to OWNER.
4. Refer to SUDAS 4060 for video inspection requirements.

\*\*\* END OF SECTION \*\*\*

THIS PAGE LEFT BLANK INTENTIONALLY

## **GENERAL SPECIFICATIONS FOR CONSTRUCTION**

### **CITY OF WATERLOO, IOWA Department of Engineering**

#### **SECTION A - Definitions of Terms SECTION B - Scope of work SECTION C - Control of Materials and Work SECTION D - Procedure and Progress SECTION E - Measurements and Payments SECTION F - Legal Relations and Responsibility**

### **SECTION A - DEFINITIONS OF TERMS**

1. **CITY**. The City of Waterloo, Iowa, which is the Party of the First Part of the accompanying contract, acting through its authorized representative.
2. **COUNCIL**. The duly elected Council of the City of Waterloo, Iowa.
3. **ENGINEER**. The City Engineer of Waterloo, Iowa, or his authorized representative.
4. **INSPECTOR**. The authorized representative of the Engineer assigned to the detailed inspection of the work or materials therefor and to such other duties as may be delegated to him in these specifications.
5. **CONTRACTOR**. The Party of the Second Part in the accompanying contract for the improvement covered by these specifications, or his authorized representative.
6. **SUBCONTRACTOR**. Any person, firm, or corporation who has, with the approval of the Council, contracted with the Contractor to execute and perform in his stead all or any part of the contract.
7. **BIDDER**. Any individual, firm, or corporation submitting a proposal for all or a part of the work provided for in these specifications.
8. **PROPOSAL GUARANTEE**. The security designed in the Notice of Bidders or Proposal to be furnished by the bidder as a guarantee of good faith to enter into a contract and furnish an acceptable bond for the work contemplated if it be awarded him.
9. **SURETY**. The corporate body bound with and for the Contractor for the acceptable performance of the contract.
10. **PROPOSAL**. The written Proposal, submitted by the bidder in the prescribed manner and on the standard form, for the improvements covered by these specifications.
11. **SPECIFICATIONS**. The documents that set forth the manner in which the proposed work is to be accomplished which have been prepared by the Engineer and approved by the City Council, official copies of which are now on file with the City Clerk.
12. **SPECIAL PROVISIONS**. Clauses or memoranda not contained herein, applying to the contract of which these specifications are a part, which change or supplement these specifications.
13. **CONTRACT**. The agreement entered into between the City and the Contractor, setting forth the terms under which the work covered by the plans and specifications is to be performed. The contract includes all conditions, definitions, and instructions set forth in the official publications relating to

the work, the official contract and specifications, the Proposal, official plans, and all supplemental agreements entered into by the parties to the contract.

14. **NOTICE TO BIDDERS.** The notice called attention of bidders to the time and place for receiving bids, containing a brief description of the work, and briefly setting forth the requirements and conditions for submission of Proposals.

15. **INSTRUCTIONS TO BIDDERS.** The clauses setting forth in detail the information relative to the proposed work and requirements for the submission of Proposals.

16. **PLANS.** The plans for the improvement covered by the specifications and approved by the Council, official copies of which are on file with the City Clerk.

17. **CONTRACT BOND.** The bond executed by the Contractor and his surety in favor of the City of Waterloo, Iowa, guaranteeing the complete execution of the contract in accordance with the plans and specifications, the payment of all debts pertaining to the work, and maintenance of the work as provided by law or by the specifications.

18. **CONTRACT PERIOD.** The period from the specified date for beginning the work to the specified date of completion, both dates inclusive. The contract period may be extended by the Council, as provided in these specifications, in which event the contract period includes the new date of completion.

19. **OFFICIAL PUBLICATIONS.** The official publications are the formal resolutions and notices relative to the proposed improvement that are required by law to be published in a prescribed manner and that have actually been published in accordance with the statutes relating thereto. Attention is directed to the fact that these official publications are by statute vested with all of the force and effect of contract obligations.

20. **A.S.T.M.** Abbreviation for American Society for Testing Materials.

21. **WORK.** The term "Work" of the Contractor and Subcontractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the contract.

22. **TIME.** All time limits stated in the contract documents are of the essence in the contract.

## **SECTION B - SCOPE OF WORK**

1. **CORRELATION AND INTENT OF DOCUMENTS.** The Contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intention of the documents is to include all labor, materials, equipment, and transportation necessary for the proper execution of the work. Materials or work described in words which, so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standard.

2. **DRAWINGS AND SPECIFICATIONS.** Unless otherwise provided in the contract documents, the engineer shall furnish to the Contractor, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

The Contractor shall keep one (1) copy of all drawings and specifications on the work available to the Engineer and to his representatives.

3. **CONTRACTOR'S UNDERSTANDING.** It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature, character and location of the work, the conformance to the ground, the character, quality, and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can, in any way, affect the work under this

contract. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

4. **REPORTING ERRORS AND DISCREPANCIES.** If the Contractor, in the course of the work, finds any discrepancies between the plans and the physical conditions of the locality, or any errors of omission in plans or in the layout as given by said stakes and instructions, it shall be his duty to inform the Engineer immediately, in writing, and the Engineer shall promptly correct the same.

5. **ALTERATION OR CORRECTION OF PLANS.** The plans are made up from surveys that are presumably correct and represent the foreseen construction requirements. Any modification of the plans which may be required by the exigencies of the construction, or any corrections made necessary because of errors in the original surveys, will be made by the Engineer. Should corrections or modifications of the plans or specifications require a different quality or class of work than that upon which the unit prices in the Proposal are based, or if the modifications or corrections are required in parts of the work partially completed and such modifications result in an increased cost to the Contractor, the amount to be paid for work resulting from such changes shall be agreed upon in writing at the time the changes are ordered and before the work is begun by the Contractor. No allowance will be made for anticipated profits on work not performed.

6. **CHANGES IN THE WORK.** The City, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted by agreement or arbitration before such changed work is undertaken. All such work shall be executed under the conditions of the original contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

7. **INCREASED OR DECREASED QUANTITIES.** The right is reserved without impairing the contract, to order the performance of such work of a class not contemplated in the Proposal or to increase or decrease the quantities as may be considered necessary to complete fully and satisfactorily the work included in the contract. However, when the work is completed without change in the plans, and the measured quantity of any item of work varies by more than twenty percent (20%) from the estimated quantity specified in the contract, an adjustment in price may be made for such item of work by agreement between the Engineer and the Contractor, subject to the approval of the City Council. Party to the contract may request such an adjustment.

8. **LANDS AND RIGHT OF WAY.** The City shall provide the lands upon which the work under this contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of his material, together with the right of access to same.

9. **CITY WATER.** The Contractor shall be allowed to use City Water but before any water is used, he shall make application to the Waterloo Water Works for a temporary water connection from a fire hydrant or by some other connection method. Water usage will be charged at the rate for temporary water service. The rules, regulations, and water rates are available at the Waterloo Water Works offices at 325 Sycamore Street or their telephone number is 319-232-6280.

10. **RIGHTS OF VARIOUS INTERESTS.** Whenever work being done by the City's forces or by other Contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work in general harmony.

11. **CLOSING STREETS TO TRAFFIC.** The Engineer shall be the judge of how many streets or parts of streets it is necessary for the Contractor to close at any time and may refuse to permit the closing of additional streets until such of the work is finished and opened to traffic as he may direct.

12. **OBSTRUCTION OF STREETS.** The work is to be carried on in such manner as to obstruct the streets, highways, and alleys as little as possible. The Contractor shall carry on the different parts of the work so as to complete the whole, as nearly as practicable, at the same time. In doing the

work, the Contractor shall follow the directions of the Engineer as to the place or places where work shall be started or be carried on and the direction in which it shall be done.

13. **SHANTIES AND BUILDINGS.** Shanties or other buildings shall not be erected in or upon any street, highway, or alley without permission of the Engineer. If such permission be granted, it may be upon any reasonable terms prescribed by the person or body granting such permission.

14. **SANITARY CONVENIENCES.** The Contractor shall furnish the necessary sanitary conveniences, properly secluded, for the laborers on the work, and these shall be maintained in a manner that will be inoffensive to the public.

15. **CLEANING UP.** The Contractor shall, as directed by the Engineer, remove from the City's property and from all public and private property, at his own expense, all temporary structures, rubbish, and waste materials resulting from his operations before work can be considered completed. The Contractor shall also renew or replace all fences, sidewalks, or other property damaged or disturbed by his work.

16. **OMISSION OF PARTS OF GENERAL SPECIFICATIONS.** Parts of the General Specifications deemed not to apply to some particular work may be omitted by special reference in other parts of the contract documents.

### **SECTION C - CONTROL OF MATERIALS AND WORK**

1. **SUPERVISION AND INSPECTION.** The Engineer shall have supervision of the construction provided for in this Contract and shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress on the work, and all questions regarding the acceptable fulfillment of the terms of the Contract. Materials and construction work shall, always, be subject to the inspection of the Engineer or his representatives. The Contractor shall be held strictly to the true intent of these specifications as regards the quality of materials, workmanship, and the diligent prosecution of the work.

The Engineer and his representatives shall, always, have access to the work wherever it is in preparation of progress, and the Contractor shall provide proper facilities for such access and for inspection.

If the specifications, the Engineer's instructions, law ordinances, or any public authority require any work and/or materials to be especially tested or approved, the Contractor shall give the Engineer timely notice of readiness for inspection. If the inspection is to be made by authority other than the Engineer, the Contractor shall notify the engineer of the date fixed for inspection. Inspections by the Engineer will be promptly made and, where practicable, at the source of supply. If any work should be covered up without the approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the Engineer, and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract, the Contractor shall pay such cost unless he shall show that the defect in the work was caused by another Contractor, and, in that event, the City shall pay the cost.

2. **AUTHORITIES AND DUTIES OF INSPECTORS.** Inspectors may be stationed on the work to report to the Engineer as to the progress of the work and the manner in which it is being performed; also, to report whenever it appears that materials furnished and work performed by the Contractor fail to fulfill the requirements of the specifications and Contract, and to direct the attention of the Contractor to such failure or infringement; but such inspection shall not relieve the Contractor from any obligations to furnish acceptable materials or to provide completed construction that is satisfactory in every particular.

In case of any dispute arising between the Inspector and the Contractor as to materials furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and decided by the Engineer. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications. The Inspector shall, in no case, act as foreman or perform other duties for the Contractor or interfere with the management of the work by the latter.

3. **STATUS OF THE ENGINEER.** The Engineer shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject any work and/or materials which do not conform to the specifications, to direct the application of forces to any portion of the work as, in his judgment, is required, and to order the force increased or diminished, and to decide questions which arise in the execution of the work.

4. **ENGINEER'S DECISIONS.** The Engineer shall, within a reasonable time, make decisions on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

All such decisions of the Engineer shall be final except as to the element of time and financial consideration involved, which, if no agreement in regard thereto is reached, shall be subject to arbitration.

5. **STAKES AND INSTRUCTIONS.** The Contractor shall provide reasonable and necessary opportunities and facilities for setting stakes and making measurements. The Contractor shall not furnish stakes or men to set them. He shall not proceed until he has received from the Engineer such stakes and instructions as may be necessary to the progress of the work.

The Contractor shall carefully preserve benchmarks, reference points, and stakes, and in case of willful or careless destruction, he shall be charged with the resulting extra expense and shall be responsible for any mistakes that may be caused, by their loss or disturbance.

6. **SUPERINTENDENT.** The Contractor shall keep on his work during its progress a competent superintendent and any necessary assistants, all satisfactory to the Engineer. The Superintendent shall not be changed except with the consent of the Engineer unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Superintendent shall represent the Contractor in his absence, and all directions given to him shall be as binding as if given to the Contractor. Important decisions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.

The Contractor shall give efficient supervision to the work using his best skill and attention. He shall carefully study and compare all drawings, specifications, and other instructions, and shall report at once to the Engineer any error, inconsistency, or omission which he may discover.

7. **REMOVAL OF UNAUTHORIZED WORK.** Work done without lines and grade being given, work done beyond lines shown on the plans or as given, except as herein provided, or any extra or additional work done without authority, will be considered as unauthorized and at the expense of the Contractor and will not be paid for under the provisions of the Contract. Work so done may be ordered removed and replaced at the Contractor's expense.

8. **REMOVAL OF DEFECTIVE MATERIALS OR WORK.** The Contractor shall promptly remove from the premises all materials condemned by the engineer as failing to conform to the Contract; whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the City may remove them and may store the material at the expense of the

Contractor. If the Contractor does not pay the expense of such removal within a reasonable time thereafter, the City may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expense that should have been borne by the Contractor; or, if the net proceeds of such sale are insufficient to pay the expenses of removal, the City may deduct the balance from any amounts due the Contractor.

9. **MATERIALS, EQUIPMENT, APPLIANCES AND FACILITIES.** Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work. Materials shall be of the quality specified for each part of the work.

Whenever, in construction of the work or in the manufacture of any article of appliance necessary for the construction or operation of the work, it is necessary to use any material that is not fully specified in these specifications, it shall be of good quality and shall meet with the approval of the Engineer.

Any appliance that is necessary for the construction or operation of the work and is commonly recognized as a part of the work, shall be furnished by the Contractor as part of the work, whether it is specifically called for in the plans and specifications, and such appliance shall be of good quality and standard make and shall meet with the approval of the Engineer.

10. **MATERIAL SAMPLES.** Before the contract is awarded, the bidder may be required to furnish a statement of the origin, composition, and manufacture of all materials proposed for use in the performance of the Contract, together with samples of the material. These samples will be considered as representative and typical of the material to be obtained from any source.

11. **CHARACTER OF WORKMEN AND EQUIPMENT.** The Contractor shall employ competent and efficient workmen for every kind of work. Any person employed on the work who shall refuse or neglect to obey the directions of the Engineer or Inspector, or who shall be deemed incompetent or disorderly, or who shall commit trespass upon public or private property in the vicinity of the work, shall be dismissed when the Engineer so orders, and shall not be re-employed unless express permission be given by the Engineer. The Contractor shall, always, enforce discipline and good order among his/her employees.

The methods, equipment, and appliances used on the work, and the labor employed, shall be such as will produce a satisfactory quality of work and shall be adequate to complete the contract within the specified time limit.

12. **HIRING CITY EMPLOYEES.** The Contractor shall not employ and hire any of the City's employees without the permission of the Engineer.

13. **LABOR.** Local labor shall be given preferences so far as practicable.

14. **THE CITY'S RIGHT TO DO WORK.** If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City of Waterloo, after three (3) days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the Engineer shall approve both such action and the amount charged to the Contractor.

## **SECTION D - PROCEDURE AND PROGRESS**

1. **ORDER OF COMPLETION - USE OF COMPLETED PORTIONS.** The Contractor shall complete any portion or portions of the work in such order or time as the Engineer may require. The City shall have the right to take possession of an use completed or partially completed portion of the work at any time, but such taking possession and use shall not be deemed an acceptance of work so taken or

used, or any part thereof. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as the Engineer may determine.

2. **WEATHER.** During stormy or inclement weather, all work shall be suspended, except such as can be done in an acceptable manner. Permission to work during freezing, stormy, or inclement weather shall in no way be construed as a release of the Contractor's responsibility regarding the quality of the finished work at such time.

3. **SUNDAYS AND LEGAL HOLIDAYS.** Except for such work as may be required in the plans or to properly maintain or protect completed or partially completed construction or to maintain lights and barricades, no work will be permitted on Sundays or legal holidays without specific permission of the Engineer.

4. **DELAYS AND EXTENSION OF TIME.** If the Contractor is to be delayed in the completion of the work by an act of neglect of the City, or its employees; or by any other Contractor employed by the City; or by changes ordered in the work; or by strikes, lockouts, fire, unusual delays in transportation, unavoidable casualties, or any cause beyond the Contractor's control; or by delay authorized by the Engineer pending arbitration; or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide will compensate for such delay.

No such extension shall be made for delay occurring more than thirty (30) days before claim therefor is made in writing to the Engineer. In the case of a continuing cause of delay, only one claim is necessary.

This article does not exclude the recovery of damages for delay by either party under provisions in the contract documents.

5. **TEMPORARY SUSPENSION OF WORK.** The Engineer shall have authority to suspend the work, wholly or in part, for such period or periods of time as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as is necessary due to the failure to the Contractor to carry out orders given or to perform any or all provisions of the Contract.

6. **NOTICES - HOW SERVED.** Any notice to be given by the City to the Contractor under this contract shall be deemed to be served if the same be delivered to the man in charge of any office used by the Contractor or his foreman or agent at or near the work, or deposited in the post office, postpaid, addressed to the Contractor at his last known place of business.

7. **PROGRESS OF WORK.** The progress of the work shall be such that, at the expiration of one-fourth (1/4) of the contract period, one-eighth (1/8) of the work shall be completed; at the expiration of one-half (1/2) of the contract period, three-eighths (3/8) of the work shall be completed; at the expiration of three-fourths (3/4) of the contract period, the work shall be three-fourths (3/4) completed, and the whole work shall be completed at the expiration of the contract period.

If, at any time the above schedule is not being maintained, the Council may give written notice to the Contractor and his sureties that the specifications are not being complied with. Such notice shall state what action on the part of the Contractor is required to bring the work within the requirements of the specifications. If the Contractor fails, within ten (10) days, to proceed as directed in the said notice, then the Council shall have authority to annul this contract without process or action at law and take over the prosecution and completion of the work, as provided under the article covering City's right to terminate contract.

8. **CITY'S RIGHT TO TERMINATE CONTRACT.** If the Contractor should be adjudged a bankrupt; or if he should make a general assignment for the benefit of this creditor; or if a Receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough skilled workmen or proper

materials; or if he should fail to make prompt payment to Subcontractors or for materials or labor; or if he should persistently disregard laws, ordinances, or the instructions of the Engineer; or if he should otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other rights or remedy, and after giving the Contractor seven (7) days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he may deem expedient. In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administration services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided and the damage incurred through the Contractor's default shall be certified by the Engineer.

9. **REMOVAL OF EQUIPMENT.** In the case of annulment of this contract before completion, from any cause whatsoever, the Contractor, if notified to do so by the City; shall promptly remove any part or all of his equipment and supplies from the property of the City, failing which, the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

## **SECTION E - MEASUREMENTS AND PAYMENT**

1. **STANDARD OF MEASUREMENT.** All work completed under the contract shall be measured by the Engineer according to the United States standard measures.

2. **SCOPE OF PAYMENTS.** The Engineer's measurements of quantities shall be the basis for final payment for the work performed under this Contract unless specified otherwise in the plans. After the work is completed, the Engineer will make measurements and computations of the number of units of each of the various items of work completed, and the Contractor will be paid for the actual amount of work performed at the rates specified in his Proposal. Before final settlement is made, the Council may require the Contractor to submit a list of all persons furnishing labor or materials, with evidence that such persons have been paid in full. Payment shall be made in the manner set forth in official publications and Council Proceedings relative thereto.

3. **PAYMENT FOR EXTRA WORK.** Such extra work as may have been ordered by the Engineer and performed by the Contractor shall be compensated for as provided herein. If work is to be done or materials are to be furnished by the Contractor which cannot properly be classified under unit prices included in the Proposal, the Contractor shall be paid therefor the actual reasonable cost of the labor and materials entering permanently in such work, plus fifteen percent (15%) of the cost thereof. In computing the labor cost on such extra work, the following items shall be included:

- (a) Actual payroll expenditures for labor at the current rate therefor, and cost of materials.
- (b) Pay of foreman and timekeepers for actual time required on the extra work.
- (c) Liability insurance, prorated, for the extra work.

Labor cost items on extra work shall be furnished in duplicate by the Contractor to the Inspector daily. The Inspector shall check the items, and if he finds them to be correct, he shall so certify on the statement of cost, returning one copy to the Contractor and filing one copy with the Engineer.

The Engineer shall determine the cost of materials entering into extra work from the materials and receipted freight bills for the same.

For any special machine, power tools, or equipment, including fuel and lubricants, but not including small hand tools, which may be deemed necessary or desirable to use, the Contractor shall be

allowed a reasonable rental thereon, to be agreed upon in writing by the Engineer before such work is begun, and to which sum no percentage is to be added.

The item of cost shall not include repairs or replacement of equipment or overhead expenses of any character. The fifteen percent (15%) allowed is considered to cover the use of hand tools and all overhead expenses except liability insurance.

In no case will a claim for extra compensation be allowed unless the work upon which the claim is based has been ordered in writing, except as provided hereinafter.

4. **CLAIMS FOR EXTRA COST**. If the Contractor claims that any instructions, by drawings or otherwise, involved extra cost under this contract, he shall give the Engineer written notice thereof within ten (10) days after completion of the work.

No such claim shall be valid unless so made.

5. **CLAIMS FOR EXTRA COMPENSATION**. If the Contractor deems that extra compensation is due him for work and/or materials that he considered is not clearly covered in the items for which he submitted unit prices in his bid and that were not ordered in writing by the Engineer as an extra s heretofore provided, the Contractor shall notify the Engineer, in writing, of his intention to make claim for extra compensation for work and/or material before starting construction. If such written notification is not given or the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual cost as defined herein, then the Contractor hereby agrees to waive the claim for extra compensation. Such notice to the engineer and the fact that the Engineer has kept account of cost as aforesaid, shall not in any way be construed as proving the validity of the claim, which must be passed upon by the Council. If the Council finds the claim to be just, it shall be allowed and paid for as extra work as provided herein.

6. **COMPLETION REPORT AND OBJECTIONS THERETO**. Within ten (10) days after the full completion of the work to be done under this contract, the Engineer shall make a written statement of all the work done by the Contractor hereunder, stating the quantity of each item as found by him and including a statement of all credits for extra work and all credits or debits for changes, alterations, omissions, and defects, and shall forthwith deliver a copy of such statement to the Contractor. The Contractor shall compare such statement with his own records and shall then, in writing, either approve such statement or point out any claimed errors or omissions. If any of such claims are found correct, the Engineer shall, within ten (10) days, prepare a new statement, a copy of which shall in like manner be delivered unto the Contractor. The Engineer will not file a formal completion report with the City until the Contractor has approved the same.

If the figures of the Engineer and the Contractor cannot be reconciled, or there is a difference of opinion regarding some item or items, then such difference of opinion shall be submitted to arbitration as hereinafter provided, and the decision of the arbitrator or arbitrators shall be final, and the Engineer shall, within a period of five (5) days, file his completion report.

Before action by the City Council upon such completion report, the Contractor shall also file a written statement of any claims he may have against the City, other than those shown by such completion report, growing out of this contract or the work done hereunder. The City shall retain ten percent (10%) of the amount due the Contractor on the completion report for a period of thirty (30) days. If no claims are filed against the Contractor within thirty (30) days, the final ten percent (10%) shall then be paid to the Contractor.

7. **WAIVER**. By the execution of this contract, the Contractor agrees that any objections he may have to the statement of the amount of work done hereunder included by the Engineer in this completion report, and any claims of the Contractor against the City growing out of this contract and the work done hereunder which are not stated in writing in the manner and within the time provided in Article 6, Section E hereof, shall be waived, and no such claim shall thereafter be asserted against the City.

## SECTION F - LEGAL RELATIONS AND RESPONSIBILITIES

1. **LAWS RELATING TO WORK.** The Contractor is presumed to be familiar with all laws, ordinances, and regulations which may, in any manner, affect those engaged or employed upon the work or the materials or equipment used in or upon the work, and shall conduct the work so as not to conflict with such laws, ordinances, and regulations.

2. **PROTECTION OF WORK AND PROPERTY.** The Contractor for any part of the improvement shall be held responsible for the care of materials and of partially completed and completed work until final acceptance of the same by the Council. He will be required to make good at his own expense any damage which the work may sustain from any cause prior to the filing of the engineer's certificate of completion. He shall take all risk from floods and casualties of every description and make no charge for delay due to such cause. He may, however, be allowed a reasonable extension of time on account of such delays. He shall correct or make good at his own expense all damages to adjacent property due to the acts or negligence of his employees of the prosecution of his work, and save the City harmless therefor.

The Contractor shall be held liable and responsible for all damages done to water, sewer, drain, or other underground pipes and structures, and to sidewalks and private property.

3. **RESPONSIBILITY FOR ACCIDENTS.** The Contractor shall assume full responsibility for all damages sustained by persons or property due to the carrying on of his work until final acceptance thereof, or until released by the Engineer in writing.

4. **LIABILITY INSURANCE.** The Contractor shall carry liability insurance which shall save the City harmless and protect the public and any person from injury sustained by the reason of the prosecution of the work or the handling or storing of materials therefor and said Contractor shall also carry liability insurance which shall meet the requirements of the Iowa Worker's Compensation Law.

Before work shall be started on this contract, the Contractor shall furnish the City Clerk with proper affidavit or affidavits executed by representatives of duly qualified insurance companies, evidencing that said insurance company or companies have issued liability insurance policies, effective during the life of the contract, or for a period of a least ten (10) days following the filing of written notice of cancellation, protecting the public and any person from injuries or damages sustained by reason of carrying on the work involved in the Contract. The affidavit shall specifically evidence the following forms of insurance protection:

- (a) Public liability insurance covering all operations performed by persons directly employed by the Contractor.
- (b) Public liability insurance covering all operations performed by any Subcontractor to whom a portion of the work may have been assigned.
- (c) Public liability insurance covering all work upon the project performed by any independent Contractor working under the direction of either the principal Contractor or a Subcontractor.
- (d) Motor vehicle bodily injury liability insurance and property damage liability insurance on all motor vehicles employed on the work, whether owned by the Contractor or by other persons, firms, or corporations.
- (e) The minimum protection shall be as follows:

Comprehensive General Liability Insurance

General Aggregate Limit \$ 5,000,000.00

Products—Completed Operations  
Aggregate Limit \$ 5,000,000.00

Each Occurrence Limit \$ 5,000,000.00

Comprehensive Automobile Liability  
Insurance

\$ 1,000,000.00

The Contractor shall have the City of Waterloo, Iowa, named as an "Additional Named Insured". A certificate, or a policy if requested, shall be filed with the Owner.

All certificates and/or policies of insurance furnished by the Contractor to be filed with the City Clerk shall include the name and address of the agency issuing the same. It shall also be required that the City Clerk be notified by registered mail of the cancellation or expiration of the above insurance.

5. **BARRICADES AND SIGNS.** The Contractor shall, at his own expense and without further or other order, provide, erect, and maintain, at all times during the progress and suspension of the work and until completion and final acceptance thereof, suitable and requisite barricades, signs, or other adequate protection, as required by the latest edition of the "Iowa Manual on Uniform Traffic Control Devices for Streets and Highways" and shall provide, keep, and maintain such barricades, signs, etc., as may be required or as may be ordered by the City Engineer, to insure the safety of the public as well as those engaged on the work. All barricading plans shall be approved by the City Engineer.

6. **ROYALTIES AND PATENTS.** The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof, except that the City shall be responsible for all such loss when a particular process or the product of a particular manufacturer is specified.

7. **PERMITS AND REGULATIONS.** Permits and licenses of a temporary nature for the prosecution of the work shall be secured and paid for by the Contractor. Permits, license, and easements for permanent changes in existing facilities shall be secured and paid for by the City.

8. **CLAIMS FOR DAMAGES.** Any claim for damages arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and no later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials and shall be adjusted by agreement or arbitration.

The Contractor shall be held for the payment of all just claims against him arising out of the prosecution of this contract, and his bond will not be released until such claims are paid for dismissed.

9. **ASSIGNMENT OF CONTRACT.** The Contractor shall not sell or assign the contract or sublet any portion of the work provided for therein without the written consent of the City Council.

10. **SUBCONTRACTORS.** The Contractor shall, as soon as practicable after the signature of the contract, notify the Engineer in writing of the names of the Subcontractors proposed for the work and shall not employ any that the Engineer may, within a reasonable time, object to as incompetent or unfit.

The Contractor agrees that he is as fully responsible to the City for the acts and omission of his Subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any Subcontractor and the City.

11. **ARBITRATION.** All questions subject to arbitration under this Contract shall be submitted to arbitration at the choice of either party to the dispute.

The Contractor shall not cause a delay of the work during any arbitration proceedings, except by agreement with the Engineer.

The demand for arbitration shall be filed in writing with the Engineer, in the case of an appeal from his decision, within ten (10) days of its receipt, and in any other case, within a reasonable time after cause thereof, and in no case later than the time of final payment, except as otherwise expressly stipulated in the contract. If the Engineer fails to decide within a reasonable time, an appeal to arbitration may be taken as if his decision had been rendered against the part appealing.

No one shall be nominated or act as an arbitrator who is in any way financially interested in the contract or in the business affairs of either the City or the Contractor.

The general procedure shall conform to the laws of the State of Iowa. Unless otherwise provided by such laws, the parties may agree upon one arbitrator; otherwise, there shall be three--one named in writing by each party to this contract to the other party, and the third chosen by these two arbitrators, or, if they fail to select a third within ten (10) days, then he shall be chosen by the Comptroller of the State of Iowa. Should either party refuse or neglect to supply the arbitrators with any papers or information demanded in writing, the arbitrators are empowered by both parties to proceed ex parte.

If there be one arbitrator, his decision shall be binding; if three, the decision of any two shall be binding. Such decision shall be a condition precedent to any right of legal action, and, wherever permitted by law, it may be filed in Court to carry it into effect.

The arbitrators, if they deem that the case demands it, are authorized to award to the party whose contention is sustained such sums as they shall deem proper for the time, expense, and trouble incident to the appeal, and, if the appeal was taken without reasonable cause, damages for delay, the arbitrators shall fix their own compensation unless otherwise provided by agreement, and shall assess the costs and charges of the arbitration upon either or both parties.

The award of the arbitrators must be in writing, and it shall not be open to objections on account of the form of proceeding or the award, unless otherwise provided by the laws of Iowa.

In the event of such laws providing on any matter covered by this article otherwise than as hereinbefore specified, the method of procedure throughout and the legal effect of the award shall be wholly in accordance with the laws of the State of Iowa, it being intended hereby to lay down a principle of action to be followed, leaving its local application to be adopted to the legal requirements of the place in which the work is to be done.

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

13. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of the Contract or in exercising any power or authority granted him thereby, there shall be no liability upon the Engineer or his authorized assistants, either personally or as an official of the City, it being understood that in such matters he acts as the agent and representative of the City.

14. **JURISDICTION**. Any action in Court against the Contractor or sureties on his bond because of damages to property or individuals by said Contractor or his workmen, or because of the violation of any provisions of the specifications, or on account of the failure of said Contractor to comply fully with these provisions, shall be brought in the District Court of the State of Iowa in and for Black Hawk County.

15. **TERMINATION OF RESPONSIBILITY**. The Contract shall be considered as completed and the Contractor released from further obligations except as to the requirements of his bond, after the work has been completed and finally accepted and final estimates have been allowed and the completion report of the engineer has been filed and approved by the Council.

16. **CITY'S LEGAL RIGHTS**. The City shall not be precluded by any measurements, estimate, or certificate made, either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or the work or materials do not, in fact, conform to the Contract.

The City shall not be precluded, notwithstanding any such measurements, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and his surety such damages as it may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the City or any of its representatives, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver on any portion of the contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

\* \* \* END OF SECTION \* \* \*

THIS PAGE LEFT BLANK INTENTIONALLY

## **SUPPLEMENTAL GENERAL SPECIFICATIONS FOR CONSTRUCTION**

### **1. SUBCONTRACTS**

The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract for the improvements embraced in this contract.

### **2. REVIEW BY THE CITY OF WATERLOO**

The City of Waterloo, its authorized representatives and agents, shall at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this contract, provided, however, that all instructions and approval with respect to the work will be given to the contractor only by the City of Waterloo through its authorized representative or agents.

### **3. INSPECTION**

- a. The contractor shall furnish promptly all materials reasonably necessary for any tests, which may be required. All tests by the City of Waterloo will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.
- b. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the project site.

### **4. WARRANTY OF TITLE**

No material, supplies, or equipment to be installed or furnished under this contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase, or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the City of Waterloo free from any claims, liens, or charges. Neither the contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the contractor for their protection or any rights under any law permitting such persons to look to funds due the contractor in the hands of the City of Waterloo. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

THIS PAGE LEFT BLANK INTENTIONALLY

**FORM OF CONTRACT**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**FY 2026 CIP PIPELINING PHASE VA**  
**CITY OF WATERLOO, IOWA**  
**CONTRACT NO. 1141**

This contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Waterloo, Iowa, a Municipal Corporation, (hereinafter referred to as City), and \_\_\_\_\_ (hereinafter referred to as Contractor), WITNESSETH:

- PAR. 1 Contractor agrees to build and construct the **FY 2026 CIP PIPELINING PHASE VA, CONTRACT NO. 1141** and furnish all necessary tools, equipment, materials, and labor necessary to do all the work called for in the plans and specifications in a workmanship like manner and for the prices set forth in Contractor's proposal, which was accepted by the City, and which is understood and agreed to be a part of this contract.
- PAR. 2 It is understood and agreed that the resolution adopted by the City Council ordering the construction of the improvement, the Notice to Contractors as published, the Instruction to Bidders, the Form of Proposal, the Construction and Maintenance Bonds, the Council Proceedings relating to this matter, and the Plans and Specifications shall all be considered as forming a part of the contract the same as though they were each set out in said contract.
- PAR. 3 The Contractor agrees to furnish at its own cost and expense, all necessary materials and labor for said work and to construct said improvements in a thorough, substantial, and workmanlike manner, and in strict accordance with the requirements of this contract, and of the plans and specifications made a part hereof by reference, and to the satisfaction and approval of the City and its engineer.
- PAR. 4 The Contractor agrees to perform said work and install said improvements on the terms set out in bid or proposal to the City which has been accepted by the City and which is by reference made a part of this contract.
- PAR. 5 The Contractor agrees to commence said work within ten (10) working days after receipt of "Notice to Proceed" and complete it on or before \_\_\_\_\_, unless an extension of time is granted in writing by the Council of the City.
- PAR. 6 Should the Contractor fail to complete said improvements in strict accordance with the terms and conditions of this contract, or the plans and specifications therefor promptly by the date herein specified, the City may pay such additional sums as it may be required to pay by reason of the failure of said contractor and deduct any and all such sums from any amount then due the Contractor.
- PAR. 7 The Contractor agrees to comply with and obey all ordinances of the City of Waterloo, Iowa, relating to the obstruction of streets and alleys, keeping open passage ways for water, traffic, and protecting any excavations in any street or alley, and maintaining proper and sufficient barricades with lights and signals during all hours of darkness, to see that the backfilling is properly done, and agrees to keep the City whole and defend any and all suits that may be brought against the City by reason of any injuries that may be sustained by any person or property allegedly caused by the Contractor, or his agents, while work is done pursuant to this agreement.
- PAR. 8 The Contractor agrees that in the event a law suit is brought against the City for damages allegedly sustained by reason of any act, omission or negligence of the Contractor or its agents, or on account of any injuries allegedly sustained by reason of any obstruction, hole, depression or barrier placed or dug by the defendant or its agents, in the doing of the work herein contracted for, that it will defend said suit and save the City harmless therein, and in

case judgment is rendered against the City, the Contractor agrees to pay the same promptly. The Contractor agrees to carry public liability insurance in a solvent company in a sufficient amount to protect the City and those who use the streets of the City.

- PAR. 9 The City shall have the right to appoint one or more construction reviewers who shall review the progress of the work in detail; also, to make any test or any material to be used in such work. No material shall be used in any work until the same has first been approved by the construction reviewer. Such construction reviewer shall have full authority to pass judgment upon all materials and upon the manner of doing the work, and their judgment on rejecting any materials, substance, or manner of work shall be final unless it is revoked or modified by the City Engineer.
- PAR. 10 Any material, which has been rejected by the construction reviewer, shall be at once removed from the line of work and shall not be again taken thereon or placed with the material proposed to be used without the written consent of the City Engineer.
- PAR. 11 The Contractor shall maintain no cause of action against the City on account of delays and prosecution of work, but if said work is delayed by the City, the Contractor shall have such extra time for completion of the job as was lost by reason of the delay caused by the City.
- PAR. 12 The Contractor agrees to pay punctually all just claims of labor, material, men, or subcontractors who shall perform labor or furnish materials entering into this improvement. It is agreed that the City need not pay the Contractor until all such claims are paid by the Contractor. It is agreed that the City shall not be liable for said labor, material, or men under this contract.
- PAR. 13 The Contractor agrees to furnish the City, simultaneously with this contract, a bond on a form to be provided by the City in the amount provided by law as stated in the Notice to Bidders, which shall be for the benefit of the City, and any and all persons injured by the breach of any of the terms of this contract. Said bond shall be filed with the City Clerk and shall be subject to the approval of the City Council and is by reference made a part of this contract.
- PAR. 14 The Contractor agrees that should it abandon work under this contract or cease the prosecution thereof for a period of thirty (30) consecutive days without reasonable cause, and should it fail to proceed with said work within ten (10) days after a notice to continue or carry it on has been mailed to it at the address given herein by the City, or after such notice has been served on it, then the City may proceed to complete said work, using any material, tools, or machinery found along said line of work, doing the work either by contract or as it may elect, and the Contractor and the sureties on its bond shall be liable to the City for the costs and expenses so paid out. Said costs shall be retained by the City from any compensation due, or to become due the Contractor, and may be recovered by the City in an action upon Contractor's bond.
- PAR. 15 In consideration of the full compliance on the part of the Contractor with all the provisions, stipulations, and conditions hereof, or contained in the various instruments made a part of this contract by reference, and upon completion and acceptance of said work, the City agrees to pay to the Contractor, in the manner set out in the Notice to Contractors, the amount of money due the Contractor for work performed and accepted, at the unit prices set out in the Contractor's proposal, which has been accepted by the City.
- PAR. 16 The total amount of the contract, based on the Engineer's estimates of quantities and the Contractor's unit bid prices, and for which 100% surety bond is required is \_\_\_\_\_.

- PAR. 17      After the completion of said work, the Contractor agrees to remove all debris and clean up said streets, and to save the City harmless from any damage allegedly resulting from a failure to clean up and remove the debris or put the street back in a proper condition for travel.
  
- PAR. 18      This contract is not divisible, but in the event of a conflict between this contract and the various instruments incorporated by reference, this contract shall govern.
  
- PAR. 19      Before the Contractor shall be entitled to receive final payment for work done under this contract, it shall execute and file a bond in the penal sum of not less than 100% of the total amount of the contract, same to be known as "Maintenance Bond," and which bond must be approved by the City Council, and which bond is in addition to the bond given by the Contractor to guarantee the completion of the work.
  
- PAR. 20      The Contractor shall maintain all work done hereunder in good order for the period of two (2) years from and after the date it is accepted by the Council of the City of Waterloo, Iowa. Said maintenance shall be made without expense to the City or the abutting property. In the event of the failure or default of the Contractor to remedy any or all defects appearing in said work within a period of two (2) years from the date of its acceptance by said Council, and after having been given ten (10) days' notice so to do by registered letter deposited in the United States Post Office in said town, addressed to said contractor at the address herein given, then the City may proceed to remedy such defects. The costs and expenses thereof to be recovered from the Contractor and the sureties on its maintenance bond by an action brought in any court of competent jurisdiction.
  
- PAR. 21      The Contractor shall give notice to said City by registered letter directed to the Mayor or City Clerk/Auditor thereof not more than four (4) and not less than three (3) months prior to the expiration of the term during which the Contractor is required to maintain said improvements, in good repair by the terms of its Contract. The liability of the Contractor and of the sureties on its bond for maintenance of the said improvements shall continue until three (3) months after such notice has been given to the City, and, in any event, until two (2) years after the acceptance of the work.

CITY OF WATERLOO, IOWA

\_\_\_\_\_

Mayor

\_\_\_\_\_

City Clerk

\_\_\_\_\_

Contractor

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Approved by the City Council of the City of Waterloo, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST: \_\_\_\_\_, City Clerk  
 Waterloo, Iowa

THIS PAGE LEFT BLANK INTENTIONALLY

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ (the "Principal"), and \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ (the "Surety"), are held and firmly bound unto the City of Waterloo, Iowa  
(the "Obligee"), in the penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of said sum in  
connection with a contract (the "Contract") dated on or about \_\_\_\_\_ for the  
purpose of \_\_\_\_\_. The Contract is incorporated herein by reference as though fully set forth herein.

Whenever the Principal shall be and is declared by the Obligee to be in default under the Contract, with the Obligee having performed its obligations in the Contract, then the Surety, acknowledging that time is of the essence, may promptly remedy the default, or shall promptly undertake to:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain one or more bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or negotiated proposal, or, if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, or negotiated proposal, arrange for a contract between such party and the Obligee. The Surety will make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price. The cost of completion includes responsibilities of the Principal for correction of defective work and completion of the Contract, the Obligee's legal and design professional costs resulting directly from the Principal's default, and liquidated damages or actual damages if no liquidated damages are specified in the Contract. The term "balance of the Contract price" means the total amount payable by the Obligee to the Principal under the Contract and any amendments thereto, less the amount properly paid by the Obligee to the Principal; or
3. Determine the amount for which it is liable to the Obligee and pay the Obligee that amount as soon as practicable.

In the event this bond is enforced, Principal and Surety agree to indemnify Obligee and hold Obligee harmless from and against any and all costs of enforcement, including but not limited to reasonable attorneys' fees and expenses.

Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent to each and all of the following matters, without notice:

1. To any extension of time to the Contract in which to perform the Contract.
2. To any change in the plans, specifications, or Contract when such change does not involve an increase of more than twenty percent (20%) of the total Contract price, and shall then be released only as to such excess increase.
3. That no provision of this bond or of any other contract shall be valid which limits to less than one (1) year from the time of the acceptance of the work the right to sue on this bond for defect in workmanship or material not discovered or known to the Obligee at the time such work was accepted.

If the Principal performs the Contract, then this bond shall be null and void; otherwise it shall remain in full force and effect. In no event shall the Surety's total obligation exceed the penal amount of this bond.

Terms used herein shall include, as appropriate, the singular or plural number, or the masculine, feminine or neuter gender.

IN WITNESS WHEREOF, the undersigned Principal and Surety have executed this Performance Bond as of \_\_\_\_\_.

PRINCIPAL

SURETY

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

[attach Power of Attorney]

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

If this project includes Federal Funds, the following applies to the payment bond.

**IMPORTANT:** Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_,  
(Corporation, Partnership or Individual), hereinafter called Principal,

and, \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_

Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**FY 2026 CIP PIPELING PHASE VA**

**CITY CONTRACT NO. 1141**

**WATERLOO, IOWA**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS HEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

If this project includes Federal Funds, the following applies to the payment bond:  
**IMPORTANT:** Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

# APPENDIX



# APPENDIX TABLE OF CONTENTS

1. Change Order Form



**CHANGE ORDER NO. \_\_\_\_\_**

Owner City of Waterloo Date \_\_\_\_\_

Project FY 2026 CIP PIPELINING PHASE VA

Owner's Contract No. City Contract No. 1141 Contractor \_\_\_\_\_

Date of Contract Start \_\_\_\_\_ \$ \_\_\_\_\_

You are directed to make the following changes in the Contract Documents. Description:

Reason for Change Order:

**CONTRACT PRICE**

**CONTRACT TIMES (Calendar Days)**

			<u>To substantial completion</u>	<u>To final completion</u>
Original:	\$ _____	Original Completion Date:	_____	_____
Previous CO's (ADD/DEDUCT):	\$ _____	Previous CO's (ADD/DEDUCT):	_____	_____
This CO (ADD/DEDUCT):	\$ _____	This CO (ADD/DEDUCT):	_____	_____
Contract Price with all approved Change Orders:	\$ _____	REVISED:	_____	_____
		Revised Completion Date:	_____	_____

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from the change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

APPROVED:

By: \_\_\_\_\_  
OWNER (Authorized Signature) Date \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
CONTRACTOR (Authorized Signature) Date \_\_\_\_\_

AECOM, Inc.

Project / Change  
Number Order No.



**Engineers Probable Cost of Construction  
 FY 2026 CIPP PHASE VA  
 City of Waterloo  
 City Contract No. 1141  
 AECOM Proj. No. 60743622  
 Tuesday, January 6, 2026**



				Engineers Estimate Average	
Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
<b>MP 09/08/2025</b>					
A	Mobilization	LS	1.0	\$ 17,250.00	\$ 17,250.00
1	8" Diameter CIP Pipe Lining	LF	16,074.0	\$ 36.00	\$ 578,664.00
2	10" Diameter CIP Pipe Lining	LF	2,375.0	\$ 40.00	\$ 95,000.00
3	12" Diameter CIP Pipe Lining	LF	999.0	\$ 45.00	\$ 44,955.00
4	18" Diameter CIP Pipe Lining	LF	173.0	\$ 100.00	\$ 17,300.00
5	21" Diameter CIP Pipe Lining	LF	336.0	\$ 125.00	\$ 42,000.00
6	Lateral Reinstatement	EA	360.0	\$ 60.00	\$ 21,600.00
7	3-FT Lateral Grouting	EA	360.0	\$ 460.00	\$ 165,600.00
8	Pipe Televising - 8"	LF	32,148.0	\$ 1.25	\$ 40,185.00
9	Pipe Televising - 10"	LF	4,750.0	\$ 1.25	\$ 5,937.50
10	Pipe Televising - 12"	LF	1,998.0	\$ 1.25	\$ 2,497.50
11	Pipe Televising - 18"	LF	346.0	\$ 1.25	\$ 432.50
12	Pipe Televising - 21"	LF	672.0	\$ 1.25	\$ 840.00
13	Type A Pipe Cleaning - 8"	LF	16,074.0	\$ 3.00	\$ 48,222.00
14	Type A Pipe Cleaning - 10"	LF	2,375.0	\$ 3.00	\$ 7,125.00
15	Type A Pipe Cleaning - 12"	LF	999.0	\$ 3.00	\$ 2,997.00
16	Type A Pipe Cleaning - 18"	LF	173.0	\$ 3.00	\$ 519.00
17	Type A Pipe Cleaning - 21"	LF	336.0	\$ 3.00	\$ 1,008.00
18	Type C Root Removal - 8"-10"	LF	4,612.0	\$ 1.25	\$ 5,765.00
19	Type C Root Removal - 12"-15"	LF	249.0	\$ 1.25	\$ 311.25
20	Type C Root Removal - 18"-21"	LF	127.0	\$ 1.25	\$ 158.75
21	Type D Lumberjack - 8"-10"	LF	4,612.0	\$ 1.25	\$ 5,765.00
22	Type D Lumberjack - 12"-15"	LF	249.0	\$ 1.25	\$ 311.25
23	Type D Lumberjack - 18"-21"	LF	127.0	\$ 1.25	\$ 158.75
24	Protruding Taps Removal	EA	20.0	\$ 200.00	\$ 4,000.00
<b>BASE BID TOTAL</b>				<b>\$ 1,108,602.50</b>	
<b>BID ALTERNATE NO. 1 - DWG 22A</b>					
101	12" Diameter CIP Pipe Lining	LF	604.0	\$ 45.00	\$ 27,180.00
102	Pipe Televising - 12"	LF	1,208.0	\$ 1.25	\$ 1,510.00
103	Type A Pipe Cleaning - 12"	LF	604.0	\$ 3.00	\$ 1,812.00
104	Type C Root Removal - 12"-15"	LF	151.0	\$ 1.25	\$ 188.75
105	Type D Lumberjack - 12"-15"	LF	151.0	\$ 1.25	\$ 188.75
<b>BID ALTERNATE NO. 1 TOTAL</b>				<b>\$ 30,879.50</b>	
<b>PROJECT TOTAL</b>				<b>\$ 1,139,482.00</b>	
Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
<b>ADDITIONAL RATES</b>					
301	8" Diameter CIP Pipe Lining	LF	1.0	\$	-
302	10" Diameter CIP Pipe Lining	LF	1.0	\$	-
303	12" Diameter CIP Pipe Lining	LF	1.0	\$	-
304	18" Diameter CIP Pipe Lining	LF	1.0	\$	-
305	21" Diameter CIP Pipe Lining	LF	1.0	\$	-
306	Type A Pipe Cleaning - 8"	HR	50.0	\$	-
307	Type A Pipe Cleaning - 10"	HR	50.0	\$	-
308	Type A Pipe Cleaning - 12"	HR	50.0	\$	-
309	Type A Pipe Cleaning - 18"	HR	50.0	\$	-
310	Type A Pipe Cleaning - 21"	HR	50.0	\$	-
311	Type C Root Removal - 8"-10"	HR	50.0	\$	-
312	Type C Root Removal - 12"-15"	HR	50.0	\$	-
313	Type C Root Removal - 18"-21"	HR	50.0	\$	-
314	Type D Lumberjack - 8"-10"	HR	50.0	\$	-
315	Type D Lumberjack - 12"-15"	HR	50.0	\$	-
316	Type D Lumberjack - 18"-21"	HR	50.0	\$	-



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

---

Jamie Knutson, City Engineer  
Engineering Department

### MEETING DATE

---

February 2, 2026

### AGENDA ITEM TITLE

---

Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Cahoy Pump Service, Inc., of Sumner, Iowa, in the amount of \$367,493.00 in conjunction with the FY 2024 Hawthorne Avenue Storm sewer Lift Station Relief Well, Contract No. 1066, and receive and file a two-year maintenance bond.

### RECOMMENDED COUNCIL ACTION

---

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

---

This project replaced one relief well and tested the other relief well located at the Hawthorne stormwater pump station. Relief wells allow water pressure to escape from below the pump station to prevent possible damage. The wells are an active part of the City flood control system and maintenance is required by the Army Corps of Engineers. The Army Corps of Engineers has reviewed the project documentation and agrees with the City accepting the work of the contractor.

### NEIGHBORHOOD IMPACT

---

### DATA, ANALYSIS, AND STRATEGIES

---

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

---

### COMMUNITY ENGAGEMENT METHODS

---

### SOURCE OF EXPENDITURES

---

### ALTERNATIVE ACTION

---

### LEGAL DESCRIPTION

---

## ATTACHMENTS

---

None



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director  
Planning & Zoning Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

Motion to approve Change Order No. 1 with Midwest Demolition Contractors Inc., of Walford, Iowa, for a net increase of \$19,950.00, for additional demolition work for property located at 310 Upland Drive, and to extend the term of the contract to February 16, 2026, in conjunction with Demolition and Site Clearance Services Contract D-2025-08-01P, and authorizing the Mayor to execute said document.

### RECOMMENDED COUNCIL ACTION

Approval

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City entered into demolition Contract RD-2025-08-01P with Midwest Demolition Contractors Inc, which is for the demolition of 310 Upland Drive (former Parkview care facility). Demolition work is mostly completed. The property includes a large parking area that was included in the specs for removal, however when the Contractor started to remove this area, it was determined that there were two separate layers of material, including a top layer of asphalt which was known, and an approximate 6" layer of concrete beneath the asphalt that was unknown. The Contractor is requesting this change order to cover the additional costs to remove and haul this additional material. The area is an irregular shape of approximately 44,900 square foot. The contractor is requesting Change Order #1 in the amount of \$19,950 for the additional costs to remove and dispose of the material, which includes a cost breakout of \$12,450 for the additional trucking expense for the approximated 83 loads, and \$7,500 for additional excavator time to remove the material. The contractor is also requesting to extend the term of the Contract to February 16, 2026 to allow sufficient time to complete the additional work and substantially complete the project.

### NEIGHBORHOOD IMPACT

The demolition activity will have a positive impact on the neighborhoods by removing blighted and abandoned buildings.

### DATA, ANALYSIS, AND STRATEGIES

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## **COMMUNITY ENGAGEMENT METHODS**

---

## **SOURCE OF EXPENDITURES**

---

\$19,950. Source of funds: TIF funds or Nuisance Abatement bonds.

## **ALTERNATIVE ACTION**

---

## **LEGAL DESCRIPTION**

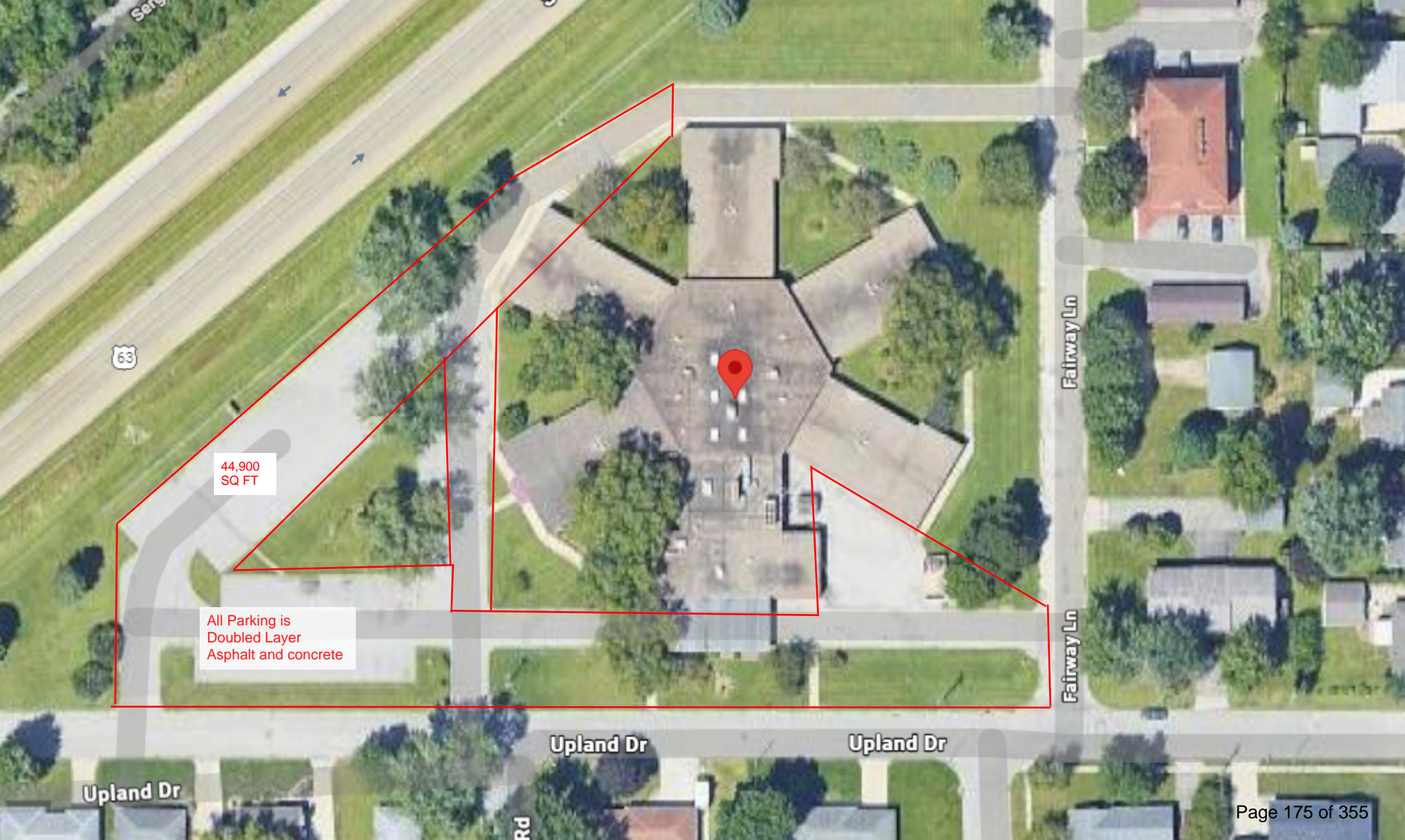
---

## **ATTACHMENTS**

---

1. Demo Change Order No 1
2. Change Order No 1 email
3. Midwest\_Demolition\_Contractors\_-\_Demolition\_Contract\_D-2025-08-01P\_-10.6.2025





63

44,900  
SQ FT

All Parking is  
Doubled Layer  
Asphalt and concrete

Fairway Ln

Fairway Ln

Upland Dr

Upland Dr

Upland Dr

Rd



**From:** [Kyle Fisher](#)  
**To:** [ARIC SCHROEDER](#); [Adam Roeder](#)  
**Cc:** [NOEL ANDERSON](#); [JAMIE KNUTSON](#)  
**Subject:** Re: Additional Layer of parking - backfilling, compaction requirements  
**Date:** Thursday, January 15, 2026 1:41:27 PM  
**Attachments:** [image001.png](#)

---

**CAUTION:** This email originated from outside the City of Waterloo email system. Do not click links or open unexpected attachments unless you recognize the sender and know the content is safe.

Aric,

I would propose to extend the contract by two weeks due to the additional material and separating them as they need to go to two different locations, additionally we have lost days due to winter weather.

We should be backfilling, including compaction in a week and a half which the engineering department knows. I have a terracon proctor they picked up and they will provide that to your team as requested.

Everything should be ready to go. No need for a call back as I believe we have covered it all. If you need anything else please don't hesitate to call.

Thanks!

**Kyle Fisher**  
**Midwest Demolition Contractors Inc.**  
**319-929-1853 - Cell**  
**319-845-3061- Office**



**From:** ARIC SCHROEDER <ARIC.SCHROEDER@WATERLOO-IA.ORG>  
**Sent:** Thursday, January 15, 2026 12:23 PM  
**To:** Kyle Fisher <k.fisher@midwestdemolitioninc.com>; Adam Roeder <a.roeder@midwestdemolitioninc.com>  
**Cc:** NOEL ANDERSON <NOEL.ANDERSON@WATERLOO-IA.ORG>; JAMIE KNUTSON <JAMIE.KNUTSON@WATERLOO-IA.ORG>  
**Subject:** RE: Additional Layer of parking - backfilling, compaction requirements

Thanks Kyle. I also need a date you propose to extend the Contract through.

And then let me know regarding a backfilling timeline, and work with Engineering to get proctor testing.

Thanks,

**Aric A. Schroeder**

*City Planner*

Community Planning and Development

715 Mulberry St.

**CITY OF WATERLOO, IOWA 50703**

Phone: 319-291-4366

[www.cityofwaterlooia.com](http://www.cityofwaterlooia.com)



---

**From:** Kyle Fisher <k.fisher@midwestdemolitioninc.com>  
**Sent:** Wednesday, January 14, 2026 5:43 PM  
**To:** ARIC SCHROEDER <ARIC.SCHROEDER@WATERLOO-IA.ORG>; Adam Roeder <a.roeder@midwestdemolitioninc.com>  
**Cc:** NOEL ANDERSON <NOEL.ANDERSON@WATERLOO-IA.ORG>; JAMIE KNUTSON <JAMIE.KNUTSON@WATERLOO-IA.ORG>  
**Subject:** Re: Additional Layer of parking - backfilling, compaction requirements

Aric,

I have received both emails and have taken action on both items. I have contacted your engineering department as requested and have everything scheduled. I also have contacted the owner Kelly who was having a survey company coming out this afternoon, and following up with the city tomorrow, he also has your contact information. I will relook at the quantities tomorrow and call you first thing in the am.

As discussed, there is an additional layer of concrete under a good portion of the parking areas at 310 Upland Drive. I understand the bids were close; however, there is no indication that an additional 6" layer of concrete was there; competing contractors would not have bid this into the job either. I do not believe this should be our requirement to consume this additional cost. We at Midwest demolition simply want the cost of the additional material removals and hauling to be covered. Please keep in mind that we are not adding profit into this. Attached is a layout of where the additional concrete is. The area is roughly 44,900 square feet.

83 additional loads - \$12,450.00  
30 additional machine hours - \$7,500.00

I also included a picture of the material for your records, and feel free to visit the site to confirm.

Please let me know if you need anything further.

Thanks!

**Kyle Fisher**  
**Midwest Demolition Contractors Inc.**  
**319-929-1853 - Cell**  
**319-845-3061- Office**



**CONTRACT D-2025-08-01P**  
**CONTRACT FOR DEMOLITION AND SITE CLEARANCE SERVICES**

[No Regulated Asbestos Containing Materials (No RACM)] 310 Upland Dr (former Parkview care facility)

This Contract for Demolition and Site Clearance Services (no RACM) (the “Contract”) is entered into as of October 6, 2025 by and between the City of Waterloo, Iowa (“City”) and Midwest Demolition Contractors Inc. (“Contractor”).

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

1. Term and Services. For the period of October 6, 2025 thru November 21, 2025, subject to extension upon the mutual written agreement of the parties, the Contractor agrees to furnish all supervision, technical personnel, labor, materials, tools, machinery, services, and perform and substantially complete all work within the time period stated in the specifications after receipt of Notice to Proceed with respect to a given property or set of properties. Work to be performed includes all work described in the Contract Documents (defined below).

Contractor shall provide the above services at the cost set forth in Contractor’s RFB response, except by written amendment as provided herein. Contractor’s request for payment for services authorized under this Contract shall be submitted in accordance with the Contract Documents and will be paid within forty-five (45) days after receipt of an original invoice and after such services are delivered and accepted and all necessary supporting documentation is submitted. Contractor will be paid for all items satisfactorily completed. Such payment will be full compensation for all work performed, for all permits, licenses, inspections, for complying with all laws, rules, regulations and ordinances, including safety, and for furnishing all materials, equipment and labor to complete the work, in accordance with the specifications.

2. Contract Documents. The following documents (collectively, the “Contract Documents”) are hereby incorporated by reference as though set forth herein in full:

- a. Request for Bid
- b. Addenda (Addenda No. 1 dated 8/21/25)
- c. Response (Bid) from Contractor
- d. Specifications for Demolition and Site Clearance
- e. Addendum to Exhibit “B” Demolition Specifications

In the event of conflict between the provisions of the Contract Documents and this Contract, the provisions of this Contract shall prevail.

2.1 Contract Limits. Total actual expenses allowed by the project Contract, including any renewal extensions of the Contract, shall not exceed \$224,700 as provided in the Bid Tabulation that is part of Contractor’s RFB Response referenced in Section 2.c above, except by written amendment as provided herein.

3. Approval; Timing of Work. Contractor shall not begin work on any demolition until after the contract has been approved by the city council and the Contractor has been issued a Notice to Proceed. The work shall commence within ten (10) days after the City has issued a Notice to Proceed unless otherwise agreed upon by both parties, and all work shall be completed and delivered within the term of the Contract (except required seeding). The Contractor shall be responsible for providing the City's Representative with a minimum of 24 hours advance notification prior to commencing demolition activity with respect to any property. The site shall be completely fenced, and secured when left unattended. If Contractor is prevented from timely completing the work because of circumstances beyond the Contractor's reasonable control as determined by the City, the time for completion of the work will be tolled for a period of time equivalent to the stoppage resulting from such circumstances. The Contractor does hereby expressly acknowledge and agree that time is of the essence of this Contract, and, thus, failure by the Contractor to timely render and perform services hereunder shall constitute a material breach of Contract. It is anticipated that the City will issue a Partial Notice to Proceed, to allow utility disconnect work and other work in preparation of demolition activities. Demolition of buildings at 310 Upland shall not commence until the City has issued Complete Notice to Proceed, which the City will not be able to issue until asbestos abatement clearance is provided by the asbestos abatement contractor.

4. Performance Bond. Contractor will be required to furnish bond in an amount equal to one hundred percent (100%) of the contract price and shall be issued by a responsible surety acceptable to the City. The bond shall guarantee the faithful performance of the contract and the terms and conditions therein contained, shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims and damages of any kind arising out of the performance of this Contract.

5. Indemnity. Except as to any negligence of City, its officials, officers, directors, employees or agents, in the performance of any duty under this Contract, and to the extent not covered by insurance maintained by Contractor, Contractor agrees to defend and indemnify City, its officials, officers, directors, employees and agents, and to hold same harmless, from and against any and all claims, demands, causes of action, losses, costs, or liabilities whatsoever, including but not limited to reasonable attorneys' fees and expenses, arising from or in connection with the acts or omissions of Contractor in providing the services contemplated by this Contract. This will include but is not limited to actions or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operation under this Contract, whether by itself or by any subcontractor or anyone directly or indirectly employed by any of them. Contractor is not and shall not be deemed an agent or employee of the City.

6. Property Damage. Contractor shall be responsible for all damage to public or private property. Contractor shall have one responsible person at the job site at all times when demolition activities are undertaken. Contractor shall keep a report of all damage. If public or private property is damaged by Contractor and is not repaired in a timely manner as determined by City, City has the option of having the damage repaired at the Contractor's expense, to be reimbursed to the City or withheld from future payments to Contractor hereunder.

7. Default; Termination for Cause. In the event that Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Contract, and if such default remains uncured for a period of seven (7) days after notice thereof shall have been given by City to Contractor (or for a period of fourteen (14) days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within

such 14-day period and thereafter Contractor fails to diligently and continuously prosecute the same to completion within such 14-day period), then City may declare that Contractor is in default hereunder and may take any one or more of the following steps, at its option:

- a. by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder, or obtain damages caused to the City by any such default;
- b. have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
- c. declare a default of this Contract, make no further disbursements, and demand immediate repayment from Contractor of any funds previously disbursed under this Contract;
- d. terminate this Contract by delivery to Contractor of written notice of termination; and/or
- e. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

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

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

9. Non-Assignable Duties. Contractor may not assign its duties hereunder without the prior written consent of City.

10. Independent Contractor. Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venture of City. Contractor has no power or authority to enter into contracts or agreements on behalf of City. City shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it performs the work specified by City. City is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments, which it owes Contractor. Neither Contractor nor its employees, if any, shall be entitled to receive any benefits which employees of City are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, pension, or any benefits of any type or nature whatsoever on account of their work for City. Contractor shall be solely responsible for compensating its employees, if any.

11. Anti-Discrimination. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees to comply with the anti-discrimination laws of the State of

Iowa, as contained in Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this Contract.

12. Severability. In the event any provision of this Contract, together with the Contract Documents, is held invalid, illegal, or unenforceable, whether in whole or in part, the remaining provisions of this Contract shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any provision of this Contract is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal, and enforceable, then such provision shall be deemed to be written and shall be construed and enforced as so limited.

13. General Terms. This Contract, together with the Contract Documents, constitutes the entire agreement between the parties pertaining to the subject matter hereof. This Contract may not be modified or amended except pursuant to the mutual written agreement of the parties. This Contract is binding on the parties and the heirs, personal representatives, successor and assigns of each. Time is of the essence in the performance of the terms hereof.

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

CITY OF WATERLOO, IOWA

MIDWEST DEMOLITION CONTRACTORS INC

DocuSigned by:  
By: Quentin Hart  
D0525D78AAC6449...  
Quentin Hart, Mayor

Adam Roeder  
Adam Roeder

Signed by:  
Attest: Kelley Felchle  
FF60BC0FFBC64AB...  
Kelly Felchle, City Clerk



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Lance Dunn, Human Resources Director  
Human Resources Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

Communication from the Human Rights Department on the notice of the conclusion of employment of Nancy Culpepper, Administrative Secretary, effective January 9, 2026, with recommendation of approval of payout of \$11,930.61 for unused benefits.

### RECOMMENDED COUNCIL ACTION

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

### NEIGHBORHOOD IMPACT

### DATA, ANALYSIS, AND STRATEGIES

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

### COMMUNITY ENGAGEMENT METHODS

### SOURCE OF EXPENDITURES

### ALTERNATIVE ACTION

### LEGAL DESCRIPTION

### ATTACHMENTS

1. CULPEPPER PAYOUT 2.2.2026





## City Council Notice of Employment Severance

**Today's Date:** 1/13/2026                      **Department:** Human Rights  
**Effective Date:** 1/9/2026                      **Job Classification:** Administrative Secretary  
**Employment Date:** 5/14/2012                      **Employee Name:** Nancy Culpepper

The employment with the named City of Waterloo employee has been severed by reason of:

- Retired
- Disability Related     No     Yes
- Resigned
- Termination
- Other \_\_\_\_\_

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Payout
Vacation-Accrued	4	\$ 28.33		\$ 113.32
Vacation-Current	240	\$ 28.33		\$ 6,799.20
Usable Sick Leave	20	\$ 28.33	25%	\$ 141.65
Casual Hours	42	\$ 28.33		\$ 1,189.86
Comp Time Pay	90.13	\$ 28.33		\$ 2,553.38
Unscheduled Leave	0	\$ -		\$ -
Other Pay (UL Reversal)	40	\$ 28.33		\$ 1,133.20
<b>Total Payment</b>				<b>\$ 11,930.61</b>

**Comments**

---

**Approved by** DocuSigned by:  
*Alan Chestnut*                      **Date** 1/13/2026

**Human Resources** Signed by:  
*Nicole Fischela*                      **Date** 1/13/2026

**Council Agenda Date:** 2/2/2026 KMW



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

---

Lance Dunn, Human Resources Director  
Human Resources Department

### MEETING DATE

---

February 2, 2026

### AGENDA ITEM TITLE

---

Communication from the Legal Department on the notice of the conclusion of employment of Sheryl Akin, Legal Secretary, effective January 2, 2026, with recommendation of approval of payout of \$10,610.19 for unused benefits.

### RECOMMENDED COUNCIL ACTION

---

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

---

### NEIGHBORHOOD IMPACT

---

### DATA, ANALYSIS, AND STRATEGIES

---

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

---

### COMMUNITY ENGAGEMENT METHODS

---

### SOURCE OF EXPENDITURES

---

### ALTERNATIVE ACTION

---

### LEGAL DESCRIPTION

---

### ATTACHMENTS

---

1. AKIN PAYOUT 2.2.2026





## City Council Notice of Employment Severance

**Today's Date:** 1/13/2026                      **Department:** Attorney's Office  
**Effective Date:** 1/2/2026                      **Job Classification:** Legal Secretary  
**Employment Date:** 12/13/2011                      **Employee Name:** Sheryl Akin

The employment with the named City of Waterloo employee has been severed by reason of:

- Retired**
- Disability Related**     **No**     **Yes**
- Resigned**
- Termination**
- Other** \_\_\_\_\_

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate	Payout
Vacation-Accrued	0	\$ -	\$ -
Vacation-Current	280	\$ 30.25	\$ 8,470.00
Usable Sick Leave	43	\$ 30.25 <b>25%</b>	\$ 325.19
Casual Hours	48	\$ 30.25	\$ 1,452.00
Comp Time Pay	12	\$ 30.25	\$ 363.00
Unscheduled Leave	0	\$ -	\$ -
Other Pay (Bday)	0	\$ 37.26	\$ -
<b>Total Payment</b>			<b>\$ 10,610.19</b>

**Comments**

---

**Approved by**                      Martin Petersen                      **Date** 1/13/2026  
Signed by: A000DB00CB074B2...  
**Human Resources**                      Nicole Fischels                      **Date** 1/13/2026  
Signed by: 4DB0020179FC43F...

**Council Agenda Date:**    2/2/2026 KMW



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Lance Dunn, Human Resources Director  
Human Resources Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

Communication from the Police Department on the notice of the conclusion of employment of Daniel Fredericksen, Police Officer, effective January 6, 2026, with recommendation of approval of payout of \$16,651.84 for unused benefits.

### RECOMMENDED COUNCIL ACTION

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

### NEIGHBORHOOD IMPACT

### DATA, ANALYSIS, AND STRATEGIES

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

### COMMUNITY ENGAGEMENT METHODS

### SOURCE OF EXPENDITURES

### ALTERNATIVE ACTION

### LEGAL DESCRIPTION

### ATTACHMENTS

1. FREDERICKSEN PAYOUT 2.2.2026





**City Council  
Notice of  
Employment  
Severance**

Today's Date: 1/6/2026

Department: Police Department

Effective Date: 1/6/2026

Job Classification: Police Officer

Employment Date: 7/7/1997

Employee Name: Daniel Fredericksen

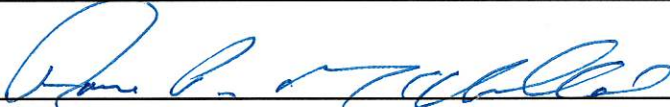
The employment with the named City of Waterloo employee has been severed by reason of:

- Retired
  - Disability Related  No  Yes
- Resigned
- Termination
- Other \_\_\_\_\_

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Payout
Vacation-Accrued	5	\$ 47.54		\$ 237.70
Vacation-Current	304	\$ 47.54		\$ 14,452.16
Usable Sick Leave	0	\$ 47.54	25%	\$ -
Casual Hours	0	\$ 47.54		\$ -
Comp Time Pay	14.27	\$ 47.54		\$ 678.40
Unscheduled Leave	27	\$ 47.54		\$ 1,283.58
Other Pay				\$ -
<b>Total Payment</b>			<b>\$</b>	<b>16,651.84</b>

Comments \_\_\_\_\_

Approved by  Date 1/9/26

Human Resources Nicole Fischels Date 01/13/2026

Council Agenda Date: 2/2/2026 KMW



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Lance Dunn, Human Resources Director  
Human Resources Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

Communication from the Police Department on the notice of the conclusion of employment of Chris Gergen, Police Officer, effective January 9, 2026, with recommendation of approval of payout of \$40,076.22 for unused benefits.

### RECOMMENDED COUNCIL ACTION

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

### NEIGHBORHOOD IMPACT

### DATA, ANALYSIS, AND STRATEGIES

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

### COMMUNITY ENGAGEMENT METHODS

### SOURCE OF EXPENDITURES

### ALTERNATIVE ACTION

### LEGAL DESCRIPTION

### ATTACHMENTS

1. GERGEN PAYOUT 2.2.2026





**City Council  
Notice of  
Employment  
Severance**

Today's Date: 1/6/2026

Department: Police Department

Effective Date: 1/9/2026

Job Classification: Police Officer

Employment Date: 7/7/1997

Employee Name: Chris Gergen

The employment with the named City of Waterloo employee has been severed by reason of:

- Retired
  - Disability Related  No  Yes
- Resigned
- Termination
- Other \_\_\_\_\_

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Payout
Vacation-Accrued	7.5	\$ 47.54		\$ 356.55
Vacation-Current	304	\$ 47.54		\$ 14,452.16
Usable Sick Leave	0	\$ 47.54	25%	\$ -
Casual Hours	0	\$ 47.54		\$ -
Comp Time Pay	431.5	\$ 47.54		\$ 20,513.51
Unscheduled Leave	100	\$ 47.54		\$ 4,754.00
Other Pay				\$ -
<b>Total Payment</b>				<b>\$ 40,076.22</b>

Comments \_\_\_\_\_

Approved by  Date 1/9/26

Human Resources Nicole Fischels Date 01/13/2026

Council Agenda Date: 2/2/2026 KMW



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Lance Dunn, Human Resources Director  
Human Resources Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

Communication from the Fire Department on the notice of the conclusion of employment of Tony McGrane, Fire Lieutenant, effective January 2, 2026, with recommendation of approval of payout of \$33,911.44 for unused benefits.

### RECOMMENDED COUNCIL ACTION

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

### NEIGHBORHOOD IMPACT

### DATA, ANALYSIS, AND STRATEGIES

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

### COMMUNITY ENGAGEMENT METHODS

### SOURCE OF EXPENDITURES

### ALTERNATIVE ACTION

### LEGAL DESCRIPTION

### ATTACHMENTS

1. MCGRANE 2.2.2026





Today's Date: 1/12/2026  
 Effective Date: 1/2/2026  
 Employment Date: 12/22/1991

To: *City Council Members*  
 Re: *Notice of Severance*



Department Waterloo Fire Rescue  
 Job Title/Classification \_\_\_\_\_


This is to report that the employment of Tony McGrane  
 with the City of Waterloo has been severed by reason of:

- Retired
- Disability Related  No  Yes
- Resigned
- Termination
- Other \_\_\_\_\_

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Total Payout
Vacation-Accrued	1.58	\$ 34.78		\$ 54.88
Vacation-Current	288.00	\$ 34.78		\$ 10,015.50
Sick Bank Calculation	0.00	\$ 34.78		\$ -
Casual Hours	240.00	\$ 34.78		\$ 8,346.25
Comp Time Pay	445.56	\$ 34.78		\$ 15,494.81
Fire Holiday	0.00	\$ 34.78		\$ -
Other Adjustments		\$ 34.78		\$ -
<b>Total Payment</b>				<b>\$ 33,911.44</b>

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Approved by   
 Human Resources Nicole Fischels

Date 1/13/2026  
 Date 01-13-2026

Routing:  
 Original to Human Resources by Department  
 Human Resources will forward original to City Clerk (Copy in Personnel File)

Council Agenda Date: 2/2/2026 KMW Accruals  Status  9



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

---

Lance Dunn, Human Resources Director  
Human Resources Department

### MEETING DATE

---

February 2, 2026

### AGENDA ITEM TITLE

---

Communication from the Library Department on the notice of the conclusion of employment of Susan Harnois, Librarian I, effective December 31, 2025, with recommendation of approval of payout of \$6,680.70 for unused benefits.

### RECOMMENDED COUNCIL ACTION

---

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

---

### NEIGHBORHOOD IMPACT

---

### DATA, ANALYSIS, AND STRATEGIES

---

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

---

### COMMUNITY ENGAGEMENT METHODS

---

### SOURCE OF EXPENDITURES

---

### ALTERNATIVE ACTION

---

### LEGAL DESCRIPTION

---

### ATTACHMENTS

---

1. HARNOIS PAYOUT 2.2.2026





**City Council  
Notice of  
Employment  
Severance**

Today's Date: 1/13/2026 Department: Library  
 Effective Date: 12/31/2025 Job Classification: Librarian I  
 Employment Date: 9/17/1990 Employee Name: Susan Harnois


The employment with the named City of Waterloo employee has been severed by reason of:

- Retired  
     Disability Related  No  Yes
- Resigned
- Termination
- Other \_\_\_\_\_

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate	Payout
Vacation-Accrued	70	\$ 34.26	\$ 2,398.20
Vacation-Current	117	\$ 34.26	\$ 4,008.42
Usable Sick Leave		25%	\$ -
Casual Hours			\$ -
Comp Time Pay			\$ -
Unscheduled Leave			\$ -
Other Pay	8	\$ 34.26	\$ 274.08
<b>Total Payment</b>			<b>\$ 6,680.70</b>

Comments \_\_\_\_\_  
 \_\_\_\_\_

Approved by  Date 1/14/26

Human Resources Nicole Fischels Date 01/14/2026

Council Agenda Date: 2/2/2026 KMW



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Lance Dunn, Human Resources Director  
Human Resources Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

Communication from the Culture & Arts Department on the notice of the conclusion of employment of Thomas Klenske, Technician/Preparator, effective January 9, 2026, with recommendation of approval of payout of \$6,519.10 for unused benefits.

### RECOMMENDED COUNCIL ACTION

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

### NEIGHBORHOOD IMPACT

### DATA, ANALYSIS, AND STRATEGIES

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

### COMMUNITY ENGAGEMENT METHODS

### SOURCE OF EXPENDITURES

### ALTERNATIVE ACTION

### LEGAL DESCRIPTION

### ATTACHMENTS

1. KLENKE PAYOUT 2.2.2026





**City Council  
Notice of  
Employment  
Severance**

Today's Date: 1/16/2026 Department: Center for the Arts  
 Effective Date: 1/9/2026 Job Classification: Technician / Preparator  
 Employment Date: 3/18/2014 Employee Name: Thomas J. Klenske

The employment with the named City of Waterloo employee has been severed by reason of:

- Retired  
     Disability Related  No  Yes
- Resigned
- Termination
- Other \_\_\_\_\_

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate	Payout
Vacation-Accrued	3	\$ 28.51	\$ 85.53
Vacation-Current	200	\$ 28.51	\$ 5,702.00
Usable Sick Leave	32	\$ 28.51 25%	\$ 228.08
Casual Hours	17.62	\$ 28.51	\$ 502.35
Comp Time Pay	0.04	\$ 28.51	\$ 1.14
Unscheduled Leave	0	\$ -	\$ -
Other Pay (Bday)	0	\$ -	\$ -
<b>Total Payment</b>			<b>\$ 6,519.10</b>

**Comments**

\_\_\_\_\_

**Approved by**

DocuSigned by:  
*Chawne Paige* Date 1/16/2026  
0AE9DB22E0A7F476...

**Human Resources**

Signed by:  
*Nicole Fischels* Date 1/16/2026  
4DB8626179FC45F...

Council Agenda Date: 2/2/2026 KMW



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Todd Derifield, Leisure Services Interim Director  
Leisure Services Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

Motion to receive and file Leisure Services Commission Board minutes of October 14, 2025.

### RECOMMENDED COUNCIL ACTION

Receive and file Leisure Services Commission Board minutes from October 14, 2025, Commissions meeting.

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

Waterloo Leisure Services Commission meets monthly. This is a 7-person advisory Commission that reviews bills, projects, and activities of the department.

### NEIGHBORHOOD IMPACT

### DATA, ANALYSIS, AND STRATEGIES

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

### COMMUNITY ENGAGEMENT METHODS

### SOURCE OF EXPENDITURES

### ALTERNATIVE ACTION

### LEGAL DESCRIPTION

### ATTACHMENTS

1. Board Minutes 10-14-2025



**MINUTES**  
**WATERLOO LEISURE SERVICES COMMISSION**  
**TUESDAY, October 14, 2025**  
**300 Jefferson Street**

The meeting was held in the Cedar Valley SportsPlex Multipurpose Room at 300 Jefferson Street. The meeting was called to order at 7:30.

Present: Council Liaison Dave Boesen, Ellen Vanderloo, Jessica Rucker, Robert Welch, Allison Richter, Tom Powers, Tim Moses Staff: Todd Derifield, Chris Dolan, Bob Etringer, Travis Nichols

Absent: Council Liaison Nia Wilder, Jeremy Kruth, JB Bolger

Ellen Vanderloo called for approval of the agenda. Tom Powers motioned to approve the agenda, second by Jessica Rucker. Ayes: All Nays: None

Ellen Vanderloo called for motion for the approval of the September 9, 2025, meeting minutes. Tom Powers motioned to approve the meeting minutes, second by Tim Moses. Ayes: All Nays: None

#### **REVIEW OF BILLS**

Ellen Vanderloo called for approval of the bills. Questions were answered. Motion by Tim Moses to approve September 2025 bills, Allison Richter made a second. Ayes: All Nays: None

#### **FY27 CIP REQUESTS**

There is six million dollars of bond money that is spread between all city department CIP needs. Leisure Services submitted 30 different requests for CIP funding for needed Leisure Services related improvements.

#### **HANDBALL INITIATIVE**

Leisure staff met with Jose Jaramillo and were presented with his request to have a single wall handball court. This court will be located at Byrnes Park; Jose is currently working with Waterloo Community Foundation to raise funds for this project.

#### **WALNUT NEIGHBORHOOD PLAYGROUND**

Meetings with the Walnut Neighborhood Committee have been taking place for a couple of years. They are wanting to work together to construct a small playground for their neighborhood. Fundraising has started for this project, and the group will have to raise around \$300,000 in total for this playground.

#### **GATES PARK CHALLENGES**

There was a discussion amongst staff and commission members in regards to some problems that have been occurring at Gates Park. Including, vandalism, junior high age kids not following rules, fights, and smoking of marijuana as groups in park restrooms. Leisure Services hired attendants through a temp agency to monitor this area in the afternoons and evenings, but the issues continue. Staff is now considering hiring a security service to patrol the area. Ellen recommended a meeting to discuss these challenges and invite school officials, Waterloo PD, church groups, neighborhood representatives, interested commission members, boys and girls club director, and ward 4 council person.

## **STAFF UPDATES**

### **Sports and SportsPlex – Bob Etringer**

For sports the Mayor's More Than Basketball League has been running since 9/22 and will go to 11/05. 60 kids on coed teams ages ranging from 6<sup>th</sup> to 8<sup>th</sup> grade are participating. This program runs every Monday and Wednesday night at the Sportsplex. Flag football continues until October 23<sup>rd</sup>. 171 kids grades ranging from 1<sup>st</sup> to 6<sup>th</sup> grade are participating every Tuesday and Thursday night at Riverfront Sports Park. Youth basketball for 1<sup>st</sup> through 4<sup>th</sup> grades have 68 boys and girls participated every Saturday morning at the SportsPlex. Adult Volley leagues continue until Thanksgiving, including 32 teams playing at Kittrell and Becker Schools on Monday and Thursday evenings. Fall session 1 swim lessons are continuing at the SportsPlex through October 16 with 88 participants enrolled. Fall session 2 will start on 10/28.

The gym floor was finished on September 19<sup>th</sup>. It has been sanded down, painted and sealed. Multipurpose room, kitchen floor, and family locker room flooring will be refinished, and that work starts on November 17<sup>th</sup>.

### **Construction, Projects – Travis Nichols**

The crew continues to do the garbage and restroom routes. We will lose our two seasonals at the end of this week. We will then lose a full-time staff member to the garbage route until we switch to the winter routes. The crew is working on park inspections and maintenance of those inspections. We had the Hope Martin ribbon cutting for new playground last week. The new playground is getting a lot of use. The Gates and Byrnes projects are in the punch list phase. Hoping to get those closed out this year if possible. Sulentic Park is on contractors list to re-grade and seed turf areas. Elks and Tibbets CDBG applications are on hold during the government shutdown. Furgerson Fields basketball courts are still scheduled for end of this month or early November. Sullivan and Edison are on our list for completion. Probably looking at spring or early summer next year.

### **Golf and Downtown Area – JB Bolger**

Proposals for Washington Park were collected, and we have asked for some revised proposals – if the new proposals are not up to our standards the funds will be used elsewhere. League at Gates Soccer field are done for the year, and goals have been removed. Crews have started to spray for weeds in some right of ways, parks, and golf courses. Overseeding will begin in the parks and golf courses in the next few weeks.

### **Young Arena – Chris Dolan**

The Waterloo Black Hawks will be at Young Arena for a four- game home stand October 17&18 vs Lincoln and October 24&25 vs Muskegon. The Waterloo Warriors


home opener will be on Friday October 31<sup>st</sup> vs Quad Cities. The Young Arena Audio equipment has been ordered, and the project is scheduled for completion prior to January 2026. Work has started on the compressor room ammonia ventilation upgrades with completion scheduled for early 2026.

**Forestry-Todd Derifield**

As of last week, the forestry crew finished cleaning up storm damage from the three July storms. Five candidates were interviewed for the open City Forester position and the job has been offered to the top candidate. The appointment will be on the November 3<sup>rd</sup> council agenda with an effective hiring date of November 10<sup>th</sup>.

The next regular Leisure Services Commission Meeting will be held Tuesday, November 18, 2025.

Jessica Rucker made a motion to adjourn the meeting, second by Allison Richter. Ellen Vanderloo adjourned the meeting at 8:37.

  
\_\_\_\_\_, Secretary  
Jessica Rucker

11/13/2024  
Date



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

City Clerk Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

#### Liquor Licenses

Casey's General Store #2866, 51 E. Tower Park Drive, Class E w/Sunday Sales (Renewal) 02/28/2027.

Cork's Grocery, 1956 Lafayette Street, Class B w/Sunday Sales (New) 01/31/2027.

Courtyard by Marriott, 250 Westfield Avenue, Class C w/Sunday Sales (Renewal) 11/19/2026.

Elite Café Bar, 1108 Jefferson Street, Class C w/Sunday Sales (Renewal) 02/07/2027.

Fairfield Inn & Suites, 2134 La Porte Road, Class B w/Sunday Sales (Renewal) 02/12/2027.

Golf Waterloo, 1830 E. Shaulis Road, Class C w/Outdoor Service & Sunday Sales (Renewal) 02/28/2027.

Golf Waterloo, 820 E. Donald Street, Class C w/Outdoor Service & Sunday Sales (Renewal) 02/28/2027.

Golf Waterloo, 1000 Fletcher Avenue, Class C w/Outdoor Service & Sunday Sales (Renewal) 02/28/2027.

Local Bar Hop, 708 Jefferson Street, Class C w/Sunday Sales (Renewal) 02/21/2027.

Spectra Venue Management, 200 W. 4th Street, Class C w/Sunday Sales (Renewal) 01/31/2027.

Vetran's of Foreign Wars Club Post 1623, 1406 Commercial Street, Class C w/Sunday Sales (Renewal) 01/20/2027.

### RECOMMENDED COUNCIL ACTION

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

### NEIGHBORHOOD IMPACT

### DATA, ANALYSIS, AND STRATEGIES

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

### COMMUNITY ENGAGEMENT METHODS

**SOURCE OF EXPENDITURES**

---

**ALTERNATIVE ACTION**

---

**LEGAL DESCRIPTION**

---

**ATTACHMENTS**

---

None



**COMMUNICATION TO THE WATERLOO CITY COUNCIL**

**NAME AND DEPARTMENT**

Engineering Department

**MEETING DATE**

February 2, 2026

**AGENDA ITEM TITLE**

Bonds.

**RECOMMENDED COUNCIL ACTION**

**SUMMARY STATEMENT AND BACKGROUND INFORMATION**

**NEIGHBORHOOD IMPACT**

**DATA, ANALYSIS, AND STRATEGIES**

**IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION**

**COMMUNITY ENGAGEMENT METHODS**

**SOURCE OF EXPENDITURES**

**ALTERNATIVE ACTION**

**LEGAL DESCRIPTION**

**ATTACHMENTS**

None



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director  
Planning & Zoning Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

Request by Zydeco Investments, LLC for a Site Plan Amendment to allow for up to 200,000 square-foot of Phase II and Phase III expansions in the "M-2,P" Planned Industrial District located at 4050 Leverage Road.

### RECOMMENDED COUNCIL ACTION

Approval

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

The applicant is proposing to build up to a 100,000 square-foot phase II and an up to 100,000 square foot Phase III expansion located in the "M-2, P" Planned Industrial District located at 4050 Leverage Road. The site plan indicates that it would be up to a total of 200,000 square-foot Phase II and Phase III depending on the fire access route requirements, which could alter the dimensions of the Phase III expansion and the setbacks. The previous Site Plan Amendment for the property in question was approved by Council on June 7, 2021, which included a 30,000 square-foot Phase II expansion. However, the applicant is looking to expand beyond the approved square footage, which is the reasoning behind this Site Plan Amendment request. The request would not appear to have a negative impact on the surrounding area or traffic conditions in the area.

### NEIGHBORHOOD IMPACT

The request to allow up to 200,000 square-feet of Phase II and Phase III expansions would not appear to have a negative impact upon the surrounding area as it would appear to be compatible with other industrial development in the area.

### DATA, ANALYSIS, AND STRATEGIES

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

### COMMUNITY ENGAGEMENT METHODS

A public hearing was held by the Planning, Programming, and Zoning Commission on January 13, 2026 and notice was sent to all property owners within 250 feet.

### SOURCE OF EXPENDITURES

## **ALTERNATIVE ACTION**

---

## **LEGAL DESCRIPTION**

---

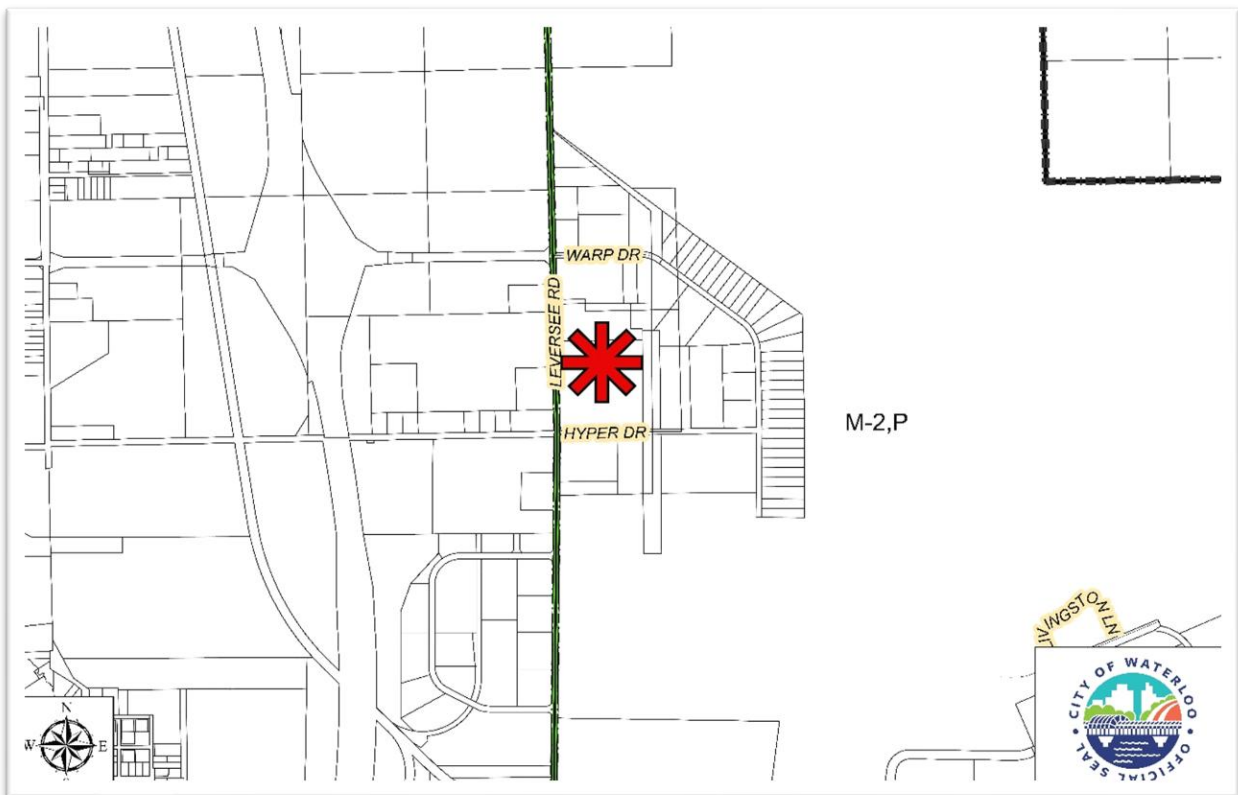
WATERLOO AIR & RAIL PARK 2ND ADDITION LOT 4

## **ATTACHMENTS**

---

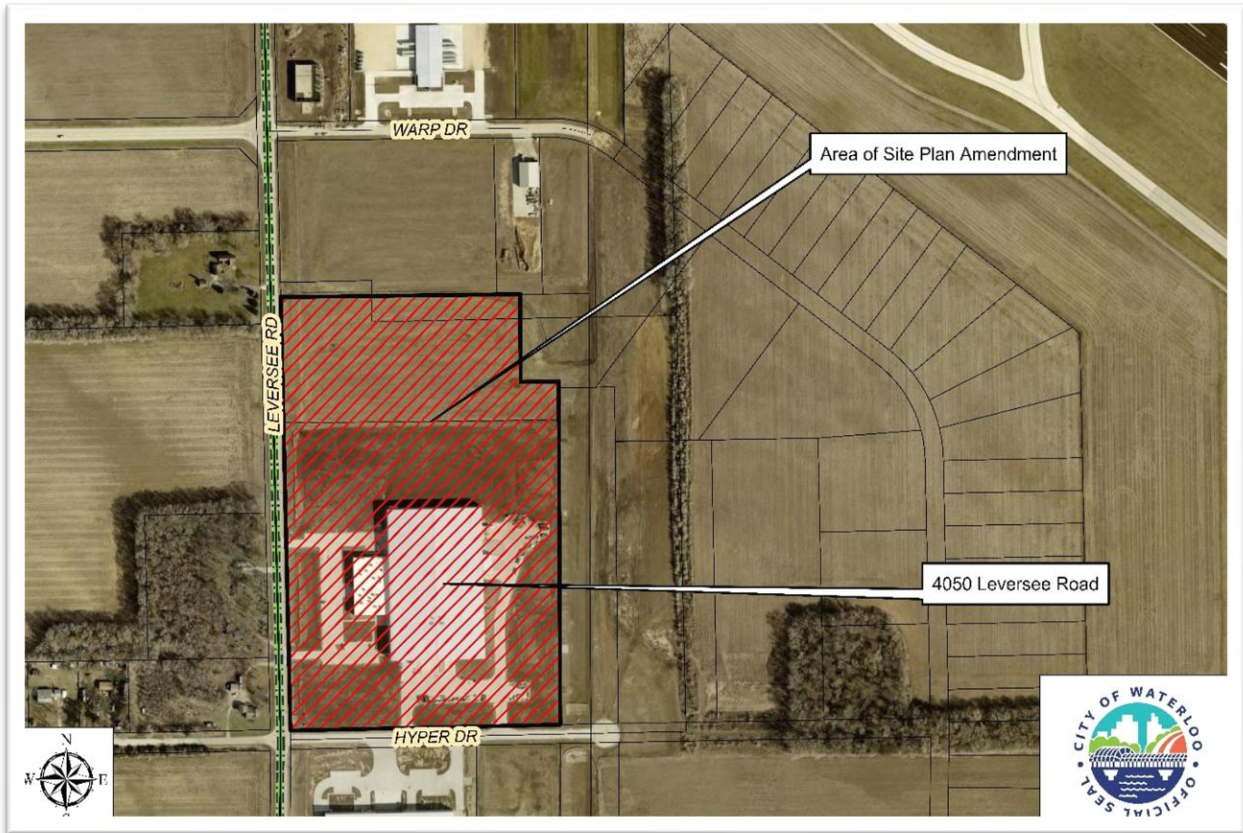
1. Updated Staff Report

**TO:** Planning, Programming, and Zoning Commission  
**PREPARER:** Adarsh Tummala, Planner I  
**PZ MEETING DATE:** January 13, 2026  
**REQUEST:** Site Plan Amendment to the “M-2, P” Planned Industrial District to allow up to 200,000 square foot of phase 2 and phase 3 expansions.  
**APPLICANT:** Zydeco Investments LLC  
**LOCATION:** 4050 Leverage Road.



**SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:**

The request to allow up to 200,000 square foot of phase 2 and phase 3 expansions would not appear to have a negative 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 as there is an existing manufacturing/office/warehouse facility. The site is served by Leverage Road which is a collector street.

**ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:**

The site is zoned “M-2,P” Planned Industrial District and has been since the adoption of ordinance 4077 on March 13, 1995 when it was rezoned from “A-1” Agricultural District.

**North** – Waterloo Regional Airport and farmland zoned “M-2,P” Planned Industrial District.

**South** – Waterloo Regional Airport and farmland zoned “M2,P” Planned Industrial District

**East** – Waterloo Regional Airport zoned “M-2,P” Planned Industrial District.

**West** – Residences and Agriculture zoned in the City of Cedar Falls “M-1” Light Industrial and “A-1” Agricultural.



**RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:**

There are no recreational trails located near the site and no sidewalks in the area.

**DEVELOPMENT HISTORY:**

There is industrial development built in 2023 and 2024 to the north and south of the property in question.

**PUBLIC /OPEN SPACES/ SCHOOLS:**

There are no schools located in the vicinity of the request. The nearest open space is Big Woods Lakes Recreation area located 1/2 mile to the west and George Wythe State Park is located 1.79 miles to the south.

**FLOODPLAIN:**

No portion of the property is located within a Special Flood Hazard Area as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 and Panel Number 0167F dated July 18, 2011.

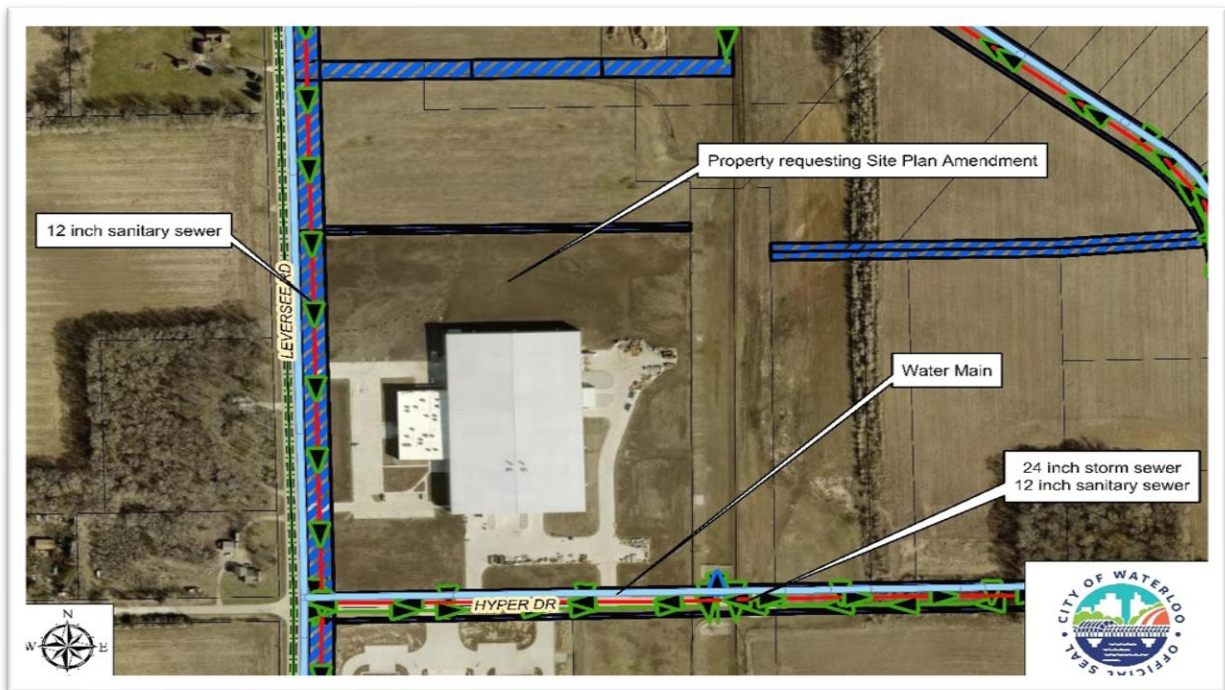
**DRAINAGE:**

An easement vacate request was approved by Council on August 4, 2025 for the site in question with a condition that a drainage easement be required to be dedicated at the time of development and shown in the site plan. Engineering



UTILITIES: WATER,  
SANITARY SEWER,  
STORM SEWER, ETC.

There is an 8" and 12" water main along Leverage Road and Hyper Drive. A 60' wide sanitary sewer, drainage, & utility easement exists on the west property line along with a 10' wide drainage easement on the north property line and a 10' wide utility easement on the south property line.



**STAFF ANALYSIS –  
ZONING ORDINANCE**

Among other purposes, the “M-2, P” Planned Industrial District aims provide greater flexibility and diversification of land uses and building locations. Therefore, the Site Plan Amendment meets all the requirements of the Zoning Ordinance.

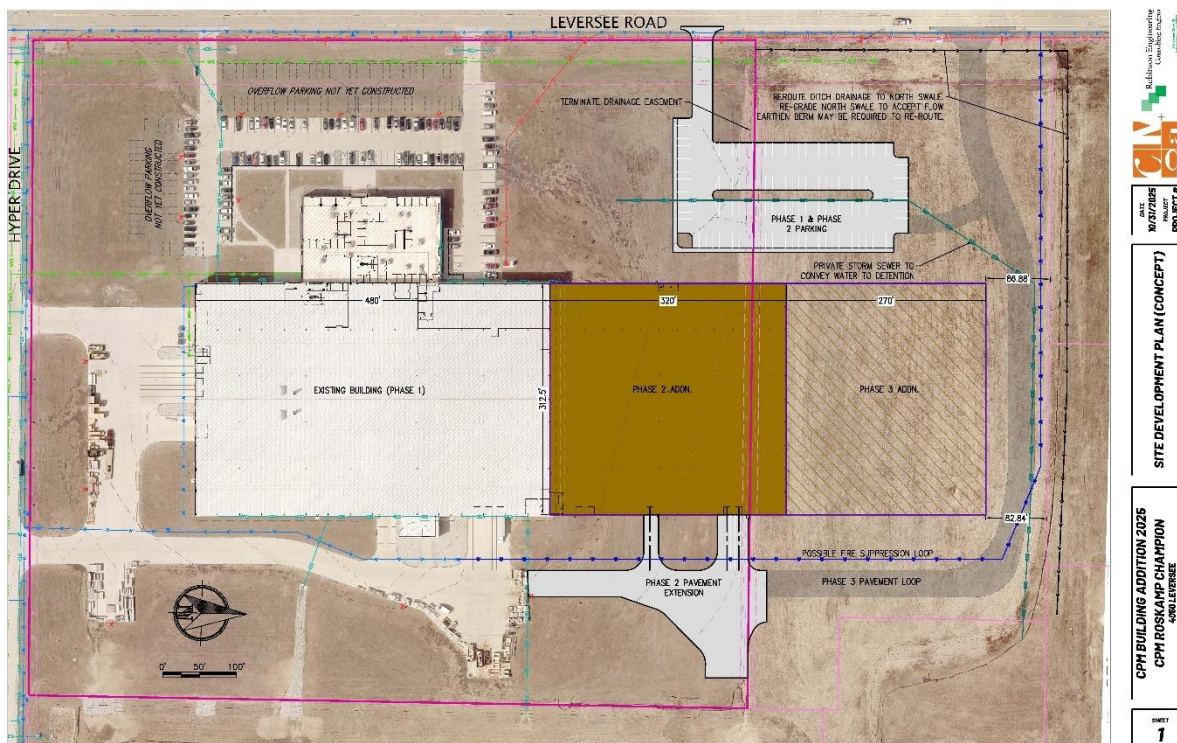
**STAFF ANALYSIS –  
SITE ANALYSIS:**

The applicant is proposing to build up to a 100,000 square foot phase 2 and an up to 100,000 square foot phase 3 expansion located in the “M-2, P” Planned Industrial District located at 4050 Leverage Road.

The site plan indicates that it would be up to a total of 200,000 square foot phase 2 and phase 3 depending on the fire access route requirements, which could alter the dimensions of the phase 3 expansion and the setbacks.

The previous Site Plan Amendment for the property question was approved by Council on June 7, 2021, which included a 30,000 square foot phase 2 expansion. However, the applicant is looking to expand beyond the approved square footage, which is the reasoning behind this Site Plan Amendment request.

The request would not appear to have a negative impact on the surrounding area or traffic conditions in the area.



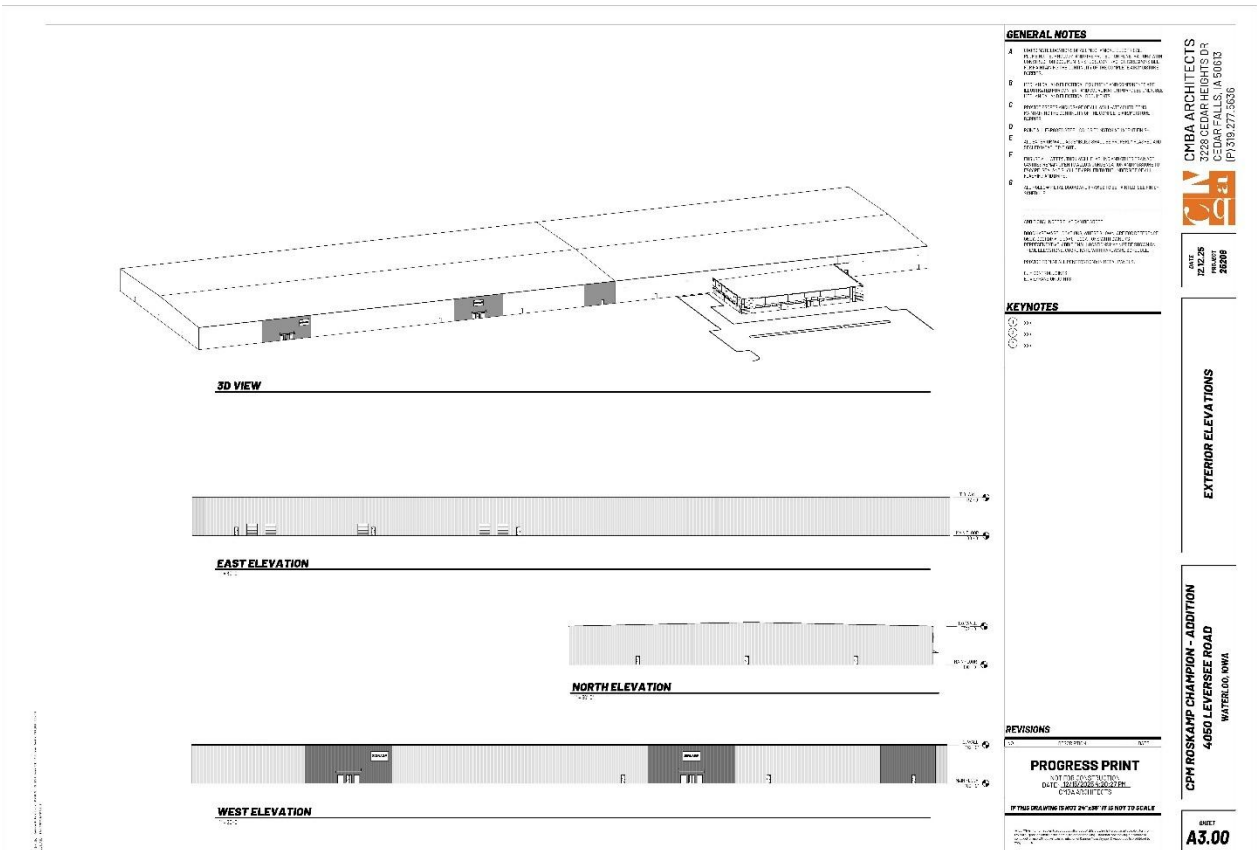
**STAFF ANALYSIS –  
PARKING**

The applicant has indicated that phase 2 and phase 3 are additional warehouse space. Therefore, the parking

requirement would remain the same from the previous Site Plan Amendment approval as there is no increase in office space. However, if the employee count increases, the parking requirement is one (1) space for each two (2) persons employed on the maximum shift.

**STAFF ANALYSIS –  
SIDE ELEVATIONS/  
FLOOR PLANS**

According to the elevations, the phase 2 and phase 2 expansions will be 32' tall and will match the existing building.



**GENERAL NOTES**

A. THE ARCHITECT HAS CONDUCTED VISUAL GENERAL SURVEY OF THE SITE AND HAS NOT CONDUCTED A FIELD SURVEY. THE ARCHITECT HAS NOT CONDUCTED A FIELD SURVEY OF THE SITE AND HAS NOT CONDUCTED A FIELD SURVEY OF THE SITE.

B. THE ARCHITECT HAS CONDUCTED VISUAL GENERAL SURVEY OF THE SITE AND HAS NOT CONDUCTED A FIELD SURVEY OF THE SITE.

C. THE ARCHITECT HAS CONDUCTED VISUAL GENERAL SURVEY OF THE SITE AND HAS NOT CONDUCTED A FIELD SURVEY OF THE SITE.

D. THE ARCHITECT HAS CONDUCTED VISUAL GENERAL SURVEY OF THE SITE AND HAS NOT CONDUCTED A FIELD SURVEY OF THE SITE.

E. THE ARCHITECT HAS CONDUCTED VISUAL GENERAL SURVEY OF THE SITE AND HAS NOT CONDUCTED A FIELD SURVEY OF THE SITE.

F. THE ARCHITECT HAS CONDUCTED VISUAL GENERAL SURVEY OF THE SITE AND HAS NOT CONDUCTED A FIELD SURVEY OF THE SITE.

G. THE ARCHITECT HAS CONDUCTED VISUAL GENERAL SURVEY OF THE SITE AND HAS NOT CONDUCTED A FIELD SURVEY OF THE SITE.

**KEYNOTES**

1. 100'

2. 200'

3. 300'

**REVISIONS**

NO. 1. 10/1/2018

NO. 2. 10/1/2018

**PROGRESS PRINT**

DATE: 10/1/2018

BY: [Name]

IF THIS DRAWING IS NOT 24" X 36" IT IS NOT TO SCALE

CPM ROSKAMP CHAMPION - ADDITION  
4080 LEVERSEE ROAD  
WATERLOO, IOWA

EXTERIOR ELEVATIONS

CMBA ARCHITECTS  
1000 CEDAR FALLS, IA 50613  
(319) 277-5336

PROJECT NO. 22289

DATE: 10/1/2018

BY: [Name]

IF THIS DRAWING IS NOT 24" X 36" IT IS NOT TO SCALE

HEET  
**A3.01**



Picture 1: Looking northeast from Hyper Drive toward the existing building.



*Picture 2: Looking southwest from Warp Drive with the new expansion to the right of the existing building.*



*Picture 3: Looking south from 130 Warp Drive.*



Picture 4: Looking northwest from Leverage Road at the expansion area.

**STAFF ANALYSIS –  
SUBDIVISION  
ORDINANCE**            The applicants are not looking to subdivide the property.

**TECH REVIEW AND  
UPDATES**                There were no comments on this request.

**PLANNING,  
PROGRAMMING AND  
ZONING  
COMMISSION**            There were no comments on this request.

**RELATIONSHIP TO  
COMPREHENSIVE  
LAND USE PLAN:**        The Future Land Use Map designates this area as “Industrial.”  
The request is in conformance with the Future Land Use Map  
and Comprehensive Plan for this area.



**STAFF  
RECOMMENDATION:**

Therefore, staff recommends that the request by Zydeco Investments LLC for a Site Plan Amendment to allow for up to 200,000 square feet of Phase 2 and Phase 3 expansions located in the “M-2, P” Planned Industrial District located at 4050 Leverage Road, 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 upon the surrounding area and would be compatible with surrounding development.

And with the following condition(s):

1. A drainage easement being required to be dedicated at the time of development and shown in the site plan.
2. That the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, etc.



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director  
Planning & Zoning Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

Request by the City of Waterloo to acquire or condemn necessary property for right-of-way, permanent easements, and temporary easements related to the La Porte Road Reconstruction Phase III Project along La Porte Road, generally located south of East Ridgeway Avenue to Bopp Street.

### RECOMMENDED COUNCIL ACTION

Approval.

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City of Waterloo is looking to move forward with La Porte Road Reconstruction Phase III, the reconstruction of La Porte Road between just south of East Ridgeway Avenue, southward to Bopp Street, which will include the need to acquire property from abutting property owners, including some right-of-way, permanent easements, and temporary easements. The project will include federal funding, and as a federal aid project, there are certain steps that have to be followed for the acquisition, including the holding of this public hearing, to which notice must be mailed to certain impacted property owners and notice must be published. Following the public hearing, the Council will then vote on whether to proceed with the project, to make a final selection of the location, to authorize funding for the public improvement project, and determine that there is a reasonable expectation the city will be able to achieve its public purpose, comply with all applicable standards, and obtain the necessary permits. If approved, the City of Waterloo will offer to purchase said property and easements from the property owners for no less than the fair market value of said property interests, and if negotiations are unsuccessful, then the City of Waterloo will acquire the property and easements in accordance with the condemnation procedures prescribed by Iowa Law.

### NEIGHBORHOOD IMPACT

Reconstruction of the corridor would have a positive impact upon the surrounding commercial area, as the corridor was designed and built in the 1960s. The redesigned corridor will have underground utilities and streetscaping.

### DATA, ANALYSIS, AND STRATEGIES

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## **COMMUNITY ENGAGEMENT METHODS**

---

Property owners along this section of the corridor will be invited to multiple public information meetings, with the first meeting being held on January 15, 2026.

## **SOURCE OF EXPENDITURES**

---

## **ALTERNATIVE ACTION**

---

## **LEGAL DESCRIPTION**

---

## **ATTACHMENTS**

---

1. Notice to Publish
2. Draft Resolution
3. Notice Letter (courtesy) Phase III

NOTICE OF PUBLIC HEARING  
FOR PROPOSED PUBLIC IMPROVEMENT

Notice is hereby given that on February 2, 2026 at 5:30 p.m. in the council chambers in city hall in the City of Waterloo, Iowa, a public hearing will be held on the proposal to acquire ownership, to acquire permanent easements, and to acquire temporary easements for the La Porte Road Reconstruction Phase II Project. The subject properties are generally located on La Porte Road between just south of East Ridgeway Avenue to Bopp Street.

The City of Waterloo may acquire part or all of the above-described property interests by condemnation. Following public hearing as described herein, the City of Waterloo will vote on whether to proceed with the project, to make final selection of the location, to authorize funding for the public improvement project, and determine that there is a reasonable expectation the city will be able to achieve its public purpose, comply with all applicable standards, and obtain the necessary permits. If approved, the City of Waterloo shall offer to purchase said property and easements from the property owners for no less than the fair market value of said property interests, and if negotiations are unsuccessful then the City of Waterloo shall acquire the property and easements in accordance with the condemnation procedures prescribed by Iowa law.

You are also advised that Iowa law provides you with certain rights with respect to acquisition of your property or any interest therein. If applicable, relocation benefits may also be available to you. A statement of these rights is enclosed with this notice.

Questions about the project should be directed to Tim Andera or Aric Schroeder, Planning and Zoning Department, 715 Mulberry Street, Waterloo, IA 50703, phone (319) 291-4366.

Dated January 6, 2026

Kelley Felchle  
City Clerk

## STATEMENT OF PROPERTY OWNER'S RIGHTS

Just as the law grants certain entities the right to acquire private property, you as the owner of the property have certain rights. You have the right to:

1. Receive just compensation for the taking of property. (Iowa Constitution, Article I, section 18)
2. An offer to purchase which may not be less than the lowest appraisal of the fair market value of the property. (Iowa Code section 6B.45; Iowa Code section 6B.54)
3. Receive a copy of the appraisal, if an appraisal is required, upon which the acquiring agency's determination of just compensation is based not less than ten days before being contacted by the acquiring agency's acquisition agent. (Iowa Code section 6B.45)
4. An opportunity to accompany at least one appraiser of the acquiring agency who appraises your property when an appraisal is required. (Iowa Code section 6B.54)
5. Participate in good-faith negotiations with the acquiring agency before the acquiring agency begins condemnation proceedings. (Iowa Code section 6B.3)
6. A determination of just compensation by an impartial compensation commission and the right to appeal its award to the district court if you cannot agree on a purchase price with the acquiring agency. (Iowa Code section 6B.4; Iowa Code section 6B.7; Iowa Code section 6B.18)
7. A review by the compensation commission of the necessity for the condemnation if your property is agricultural land being condemned for industry. (Iowa Code section 6B.4A)
8. Payment of the agreed upon purchase price or, if condemned, a deposit of the compensation commission award before you are required to surrender possession of the property. (Iowa Code section 6B.25; Iowa Code section 6B.26; Iowa Code section 6B.54(11))
9. Reimbursement for expenses incidental to transferring title to the acquiring agency. (Iowa Code section 6B.33; Iowa Code section 6B.54(10))
10. Reimbursement of certain litigation expenses: (a) if the award of the compensation commissioners exceeds 110 percent of the acquiring agency's final offer before condemnation; and (b) if the award on appeal in court is more than the compensation commissioners' award. (Iowa Code section 6B.33)
11. At least 90 days' written notice to vacate occupied property. (Iowa Code section 6B.54(4))
12. Relocation services and payments, if you are eligible to receive them, and the right to appeal your eligibility for and amount of the payments. (Iowa Code section 316.9; Iowa Code section 6B.42)

The rights set out in this statement are not claimed to be a full and complete list or explanation of an owner's rights under the law. They are derived from Iowa Code chapters 6A, 6B and 316. For a more thorough presentation of an owner's rights, you should refer directly to the Iowa Code or contact an attorney of your choice.

RESOLUTION TO APPROVE CERTAIN ACTIONS WITH RESPECT TO THE LA PORTE ROAD RECONSTRUCTION PHASE III PROJECT, TO ESTABLISH THE AMOUNT OF JUST COMPENSATION FOR CERTAIN PROPERTY INTERESTS TO BE ACQUIRED FOR PROJECT PURPOSES, AND TO AUTHORIZE THE USE OF CONDEMNATION PROCEDURES FOR ACQUISITION OF SAID PROPERTY INTERESTS IN FURTHERANCE OF THE PROJECT OBJECTIVES.

WHEREAS, the City of Waterloo desires to undertake a project for the improvement of existing La Porte Road, lying generally from just south of Plymouth Avenue to Hawthorne Avenue (the "Project"); and

WHEREAS, on January 5, 2026, the City Council of the City of Waterloo set a date of public hearing on the proposed Project for February 2, 2026, and written notice of said hearing has been mailed to interested persons (none of whom are owners and record contract purchasers of "agricultural land" as defined by Iowa Code § 6A.21), and has been published in the manner required by law; and

WHEREAS, the public hearing has been held and the City Council of the City of Waterloo has heard the testimony and evidence submitted by City planning staff and by members of the general public, and the City Council desires to make a final selection of the Project site location, to authorize funding for the Project, and to acquire the property interests necessary for the Project, whether fee title, permanent easements or temporary easements; and

WHEREAS, the City Council of the City of Waterloo has discussed acquisition of certain properties in the Project area and determined that, due to the low fair market value of some of the parcel segments proposed for acquisition, it is appropriate to waive appraisals for such parcels and to adopt an alternate method for value determination based on assessed values, and the City of Waterloo desires to purchase the property interests necessary for the Project for the values as so determined or as determined by appraisal, as appropriate; and

WHEREAS, in the event that good-faith efforts to negotiate the purchase of property interests is not successful, the City Council of the City of Waterloo desires to authorize the use of condemnation procedures under Iowa law to acquire the property interests by eminent domain.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WATERLOO, IOWA, that the design and site location of the Project as presented to the Council shall be and hereby are selected as the final Project location and design, and public funding of Project improvements are hereby authorized.

BE IT FURTHER RESOLVED that the City's Community Planning and Development Department is authorized to use the current assessed value for each parcel abutting the Project route that will not be appraised for determining the fair market value for the property interests to be acquired as necessary for the Project, including fee title interests, permanent easement interests and temporary easements, as applicable with respect to each such parcel, and the value as so determined by Department staff is determined to be the just compensation for acquisition of all such interests in and upon such properties that are reasonably necessary for the Project.

BE IT FURTHER RESOLVED that the Community Planning and Development Department is authorized to incur such incidental costs, relocation costs, management costs, and other costs as may be reasonably necessary or required by law to assure payment of just compensation to the property owners and to assist in relocation and other expenses made necessary by the Project, if any.

BE IT FURTHER RESOLVED that the City Council finds that the Project will constitute a public use, public purpose, or public improvement as contemplated by Iowa Code § 6A.22 and that, accordingly, the use of eminent domain to acquire the property interests is appropriate and authorized by law.

BE IT FURTHER RESOLVED that, if efforts to negotiate a purchase of the property interests are unsuccessful, use of procedures prescribed by Chapters 6A and 6B of the Code of Iowa for condemnation of private property for public projects is hereby approved for condemnation of the property interests, it being the reasonable expectation of the City Council of the City of Waterloo that the public purpose of condemnation in support of the Project will be achieved and that the City of Waterloo in carrying out the purposes and intents of the Project will be able to comply with all applicable standards and to obtain all necessary permits.

BE IT FURTHER RESOLVED that the offices of Community Planning and Development and the City Attorney are hereby authorized and directed to make use of condemnation procedures, in combination with such additional negotiations with the owners of the ownership interest in the properties or their authorized representatives as may be advisable in the circumstances, to set a date for hearing and to acquire the property interests in furtherance of the objectives of the Project.

PASSED AND ADOPTED this 2nd day of February, 2026.

---

David Boesen, Mayor

ATTEST:

---

Kelley Felchle, City Clerk

CERTIFICATE

I, Kelley Felchle, City Clerk of the City of Waterloo, Iowa, do hereby certify that the preceding is a true and complete copy of Resolution No. \_\_\_\_\_, as passed and adopted by the Council of the City of Waterloo, Iowa, on February 2, 2026.



January 6, 2026

Dear Property Owner,

The City of Waterloo is proposing to commence a public improvement project, which includes the reconstruction of La Porte Road from just south of East Ridgeway Avenue to Bopp Street, and will include acquisitions of right-of-way (fee title) as well as both permanent and temporary easements. Properties acquired for the project will be used for roadway and utility right-of-way.

A Public Hearing will be held by the City Council on Monday, February 2, 2026, in the Harold E. Getty Council Chambers on the second floor of City Hall, 715 Mulberry Street.

If the above-described project is approved by the City Council, the City of Waterloo will be required to acquire property for the project improvement. Private property or portions of private property may have to be acquired for the project and may be acquired by purchase or condemnation. The City of Waterloo will attempt to purchase the required property by good faith negotiations, but may condemn those properties, which it is unable to purchase. The proposed location of the above-described public improvement is shown on a conceptual drawing, which is available for public inspection in the office of the Planning and Zoning Department at City Hall, 715 Mulberry Street. The City Council will also approve a preliminary or final route or site location of the proposed public improvement and make a finding that there is a reasonable expectation that the City will be able to achieve its public purpose, comply with all applicable standards, and obtain the necessary permits.

Just as the law grants certain entities the right to acquire private property, you, as the owner of the property, have certain rights. Please see attached for a Statement of Rights.

The City and consulting engineering firm will also be conducting a public information meeting on Thursday, January 15, 2026, from 4:00 p.m. to 6:30 p.m. at the Majestic Moon, 1955 Locke Avenue, Waterloo, Iowa (lower level) to gain feedback on the preliminary design and possible property impacts associated with the reconstruction project.

If you have any questions on this matter, please contact Tim Andera or Aric Schroeder at the number and address listed above.

Respectfully,



Tim Andera,  
Economic Development Specialist



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director  
Planning & Zoning Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

Resolution approving a Mutual Termination and Rescission of Development Agreement in relation to the Development Agreement dated June 3, 2024 with J&R Real Estate Holdings, LLC, and authorizing the Mayor and City Clerk to execute said document.

### RECOMMENDED COUNCIL ACTION

Approval

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City of Waterloo entered into a Development Agreement with ET Enterprises Corporation on January 20, 2026 for the project at 1721-1729 Mulberry Street, Waterloo. This Mutual Termination and Rescission of Development Agreement is needed to make the previous Development Agreement approved for J&R Real Estate Holdings LLC for the 1721-1729 Mulberry Street project null and void. ET Enterprises Corporation bought out the project and the site from J&R Real Estate, therefore the City now holds a Development Agreement with ET Enterprises, not J&R Real Estate Holdings, LLC.

### NEIGHBORHOOD IMPACT

### DATA, ANALYSIS, AND STRATEGIES

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

### COMMUNITY ENGAGEMENT METHODS

### SOURCE OF EXPENDITURES

### ALTERNATIVE ACTION

### LEGAL DESCRIPTION

## ATTACHMENTS

---

1. Signed Mutual Termination Release (J R Real Estate)

## MUTUAL TERMINATION AND RESCISSION OF DEVELOPMENT AGREEMENT

This Mutual Termination and Rescission of Development Agreement (“Agreement”) is hereby entered into as of \_\_\_\_\_, 2026, by and between J & R Real Estate Holdings, LLC (“Company”) and the City of Waterloo, Iowa (“City”), collectively referred to as the “Parties.”

### RECITALS

A. The Company and the City entered into a Development Agreement (“Development Agreement”), dated June 3, 2024, and recorded with the Black Hawk County Recorder as Doc. No. 2024-16425, concerning real property locally known as 1721-1729 Mulberry Street, Waterloo, Iowa, and also known as Tax Parcel ID No. 8913-25-277-025 (the “Property”).

B. The Company and the City desire to mutually terminate and rescind the Development Agreement as set forth in this Agreement.

### AGREEMENT

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

1. **Termination and Rescission.** The Parties mutually agree that the Development Agreement shall be and is hereby terminated and rescinded and rendered null and void as of the date of this Agreement. Neither Party shall have any further rights or obligations under the Development Agreement, neither Party shall have any legal or equitable obligation or other liability to reimburse the other for any costs or expenses expended in connection with the Development Agreement, and the City shall not have any legal or equitable obligation or other liability to compensate the Company for any value added to the Property.

2. **Waiver and Release.** The Parties mutually waive and release any and all claims, rights, or obligations arising out of or relating to the Development Agreement, whether known or unknown, accrued or unaccrued.

3. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

4. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the Parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

5. **Attorney's Fees.** In the event that any proceeding or action is commenced by either of the Parties that arises out of, relates to, or is in connection with this instant Agreement or the Development Agreement, then the prevailing Party shall be entitled to recover reasonable attorney's fees and related expenses.

**IN WITNESS WHEREOF**, the Parties have executed this Mutual Termination and Rescission of Development Agreement by their duly authorized representatives as of the date first set forth above.

**J & R REAL ESTATE HOLDINGS, LLC**

**CITY OF WATERLOO, IOWA**

By: ReShonda Young  
**ReShonda Young**  
Managing Member

By: \_\_\_\_\_  
**David Boesen, Mayor**

Attest: \_\_\_\_\_  
**Kelley Felchle, City Clerk**



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director  
Planning & Zoning Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

Resolution approving the First Amendment to a Development and Minimum Assessment Agreement dated July 7, 2025 with BKKS Holdings, LLC, in the amount of \$1,995,000.00, and authorizing the Mayor and City Clerk to execute said document.

### RECOMMENDED COUNCIL ACTION

Approval

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

BKKS Holdings entered into a Development Agreement with the City on July 7, 2025 to construct 2 phases of storage units in the Waterloo Air and Rail Park 4th Addition. The Development Agreement was approved for 52,050 square feet of buildings in Phase 1 and 42,050 square feet in Phase 2. The Developer has requested to move one 10,000 square foot building from Phase 1 to Phase 2. Therefore, the amendment is amending the improvements section of the Development to note 42,050 square feet in Phase 1 and 52,050 square feet in Phase 2. The Minimum Assessment Agreement is also being amended to allow for a lesser minimum assessed value for Phase 1, due to the property having 10,000 square feet less of buildings to assess when Phase 1 is complete.

### NEIGHBORHOOD IMPACT

### DATA, ANALYSIS, AND STRATEGIES

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

### COMMUNITY ENGAGEMENT METHODS

### SOURCE OF EXPENDITURES

### ALTERNATIVE ACTION

## **LEGAL DESCRIPTION**

---

Lot 34, Lot 35, Lot 36, Lot 37, Lot 38, and Lot 39 of the Waterloo Air and Rail Park, 4th Addition, Waterloo, Black Hawk County, Iowa.

## **ATTACHMENTS**

---

1. First Amendment to DA and MAA - BKKS Holdings LLC
2. BKKS Development Agreement Recorded

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
AND FIRST AMENDMENT TO MNIMUM ASSESSMENT AGREEMENT**

This First Amendment to Development Agreement and First Amendment to Minimum Assessment Agreement (the “Amendment”) is entered into as of \_\_\_\_\_, 2026, by and between BKKS Holdings, LLC (the “Company”) and the City of Waterloo, Iowa (the “City”).

**RECITALS**

A. Company and City are parties to that certain Development Agreement (“DA”) and Minimum Assessment Agreement (“MAA”) dated July 7, 2025, and recorded with the Black Hawk County Recorder on September 22, 2025, as Doc. No. 2025-13843.

B. The parties desire to amend the DA and MAA as set forth in this Amendment.

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

1. Section 2 of the DA is hereby stricken in its entirety and replaced with the following amended Section 2:

**2. Phased Improvements by Company.** The parties contemplate that Company will develop the Property in phases, each of which is generally described as follows, although more detailed plans for each phase will be developed at one or more future dates. Phase 1 shall consist of the construction or development of **42,050** square feet of storage units along with related landscaping, storm water, paving, signage and parking improvements. Phase II shall consist of the construction or development of **52,050** square feet of storage units along with related landscaping, storm water, paving, signage and parking improvements. The construction and/ or development as described above are collectively referred to as the “Improvements” or the “Project.” The Improvements relating to each separate Phase will

be referred to as" Phase 1 Improvements" and/or "Phase 2 Improvements," as is applicable.

Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the urban renewal plan applicable to the Property, and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. City may require that Company submit specific building designs and site plans for City' s review and reasonable approval. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed, including but not limited to final permit inspections. The Property, the Improvements, and all site preparation and development- related work to make any of the Property usable for Company' s purposes as contemplated by this Agreement are collectively referred to as the" Project."

2. Section 8 of the DA is hereby amended, with respect to the Phase 1 Minimum Actual Value, to strike "\$2,515,000" and to substitute in its place "\$1,995,000.00"

3. Section 1 of the MAA (Exhibit B to DA) is amended to strike "2,515,000" and to substitute in its place "\$1,995,000.00."

4. 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. This Amendment may be executed in multiple counterparts. The DA, MAA, and this Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

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

[signatures on next page]

**CITY OF WATERLOO, IOWA**

**BKKS HOLDINGS, LLC**

By: \_\_\_\_\_  
**David Boesen, Mayor**

By: \_\_\_\_\_  
**Tyler Kunkle, President**

Attest: \_\_\_\_\_  
**Kelley Felchle, City Clerk**

**STATE OF IOWA** )  
 ) **ss.**  
**COUNTY OF BLACK HAWK** )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, a notary public in and for the State of Iowa, personally appeared David Boesen and Kelley Felchle, to me personally known, who being duly sworn ho being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

\_\_\_\_\_  
**Notary Public**

**STATE OF** \_\_\_\_\_ )  
 ) **ss.**  
**COUNTY OF** \_\_\_\_\_ )

Subscribed and sworn before me on \_\_\_\_\_,  
by **Tyler Kunkle** as President (title) of BKKS Holdings, LLC.

\_\_\_\_\_  
**Notary Public**

**CERTIFICATION OF ASSESSOR**

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to that land and improvements upon completion shall not be less than Two Million Five Hundred Fifteen Thousand and 00/ 100 Dollars (\$1,995,000.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof, subject to adjustment as provided in said agreement.

\_\_\_\_\_   
Date

\_\_\_\_\_   
Assessor for Black Hawk County, Iowa

**STATE OF IOWA**                    )  
  ) **ss.**  
**COUNTY OF BLACK HAWK**        )

Subscribed and sworn to before me on \_\_\_\_\_ by  
T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

\_\_\_\_\_   
Notary Public

2025-13843  
RECORDED: 09/22/2025 09:22:26 AM  
RECORDING FEE: \$97.00  
REVENUE TAX: \$  
COMBINED FEE: \$97.00  
SANDIE L. SMITH, RECORDER  
BLACK HAWK COUNTY, IOWA

\*City of Waterloo

Prepared By: Austin J. McMahon, Lange & McMahon, PLC, 222 1<sup>st</sup> St. E., Independence, IA (319) 334-4488

**DEVELOPMENT AGREEMENT**

This Development Agreement (the "Agreement") is entered into as of this 7 day of JULY 2025, by and between BKKS Holdings, LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

- A. In furtherance of the objectives of Chapter 403 of the Code of Iowa, as amended (the "Urban Renewal Act"), City is engaged in carrying out urban renewal project activities in an area known as the East Waterloo Unified Urban Renewal and Redevelopment Plan Area ("Urban Renewal Area").
- B. Company is willing and able to finance and construct or erect structures and improvements as provided in this Agreement on property legally described in Exhibit A (the "Property"), which is located within the Urban Renewal Area.
- C. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal, and the City further believes that the project is in the vital and best interests of the City and that the project and such incentives are in accordance with the public purposes and provisions of applicable State and local laws and requirements under which the project has been undertaken and is being assisted.

AGREEMENT

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

- 1. **Sale of Property; Title.** Subject to the terms hereof, City shall convey the Property to Company in its as-is condition for the sum of \$1.00. Conveyance shall be by

special warranty deed, free and clear of all encumbrances arising by or through City except: (a) easements, servitudes, conditions and restrictions of record; (b) general utility and right-of-way easements sending the Property; and (c) restrictions imposed by the City zoning ordinances and other applicable law. City makes no representation or warranty as to the condition of the Property or its suitability for Company's purposes. Company is responsible to conduct its own due diligence and inspections. City shall have no duty to convey title to Company until Company delivers to City reasonable and satisfactory proof of financial ability to undertake and carry on the Improvements (defined below), which may take the form of a lending commitment letter. Company shall, at its own expense, prepare an updated abstract of title, or in lieu thereof Company may, at its own expense, obtain whatever form of title evidence it desires. City shall provide any title documents it has in its possession, including any abstracts, to assist in title review. If title is unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Company, Company may terminate this Agreement without further obligation and return the abstract of title to City.

2. **Phased Improvements by Company.** The parties contemplate that Company will develop the Property in phases, each of which is generally described as follows, although more detailed plans for each phase will be developed at one or more future dates. Phase 1 shall consist of the construction or development of 52,050 square feet of storage units along with related landscaping, storm water, paving, signage and parking improvements. Phase II shall consist of the construction or development of 42,050 square feet of storage units along with related landscaping, storm water, paving, signage and parking improvements. The construction and/or development as described above are collectively referred to as the "Improvements" or the "Project." The Improvements relating to each separate Phase will be referred to as "Phase 1 Improvements" and/or "Phase 2 Improvements," as is applicable.

Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the urban renewal plan applicable to the Property, and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. City may require that Company submit specific building designs and site plans for City's review and reasonable approval. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed, including but not limited to final permit inspections. The Property, the Improvements, and all site preparation and development-related work to make any of the Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project."

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

If any material modification in the scope, scale or nature of the Plans is proposed,

Company shall submit modified Plans (the "Modified Plans") to the City for review. Modified Plans shall be subject to approval by the City as provided in this Section. City shall approve the modified Plans in writing if: (a) the Modified Plans conform to the terms and conditions of this Agreement; (b) the Modified Plans conform to the terms and conditions of the urban renewal plan; (c) the Modified Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations and City permit and design review requirements; (d) the Modified Plans are adequate for purposes of this Agreement to provide construction to provide for the construction of the Improvements, and no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Plans or Modified Plans pursuant to this Section shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Plans or Modified Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

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

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

4. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Company's commitment to undertake the Project and to construct the Improvements in a timely manner constitutes a material inducement for the City to make the Grant to Company and that without said commitment City would not have done so.

A. Deadlines to Begin and Substantially Complete. All deadlines are subject to Unavoidable Delays (defined below) and other applicable provisions of this Agreement governing modifications or extensions.

Company must obtain necessary permits and Begin Construction of the Phase 1 Improvements within the later of ten (10) months of the date of this Agreement or closing on the Property (the "Phase 1 Start Date") and must Substantially Complete the Phase 1 Improvements within twenty (20) months thereafter (the "Phase 1

Completion Deadline"). With respect to the Phase 2 Improvements, Company must obtain necessary permits and Begin Construction of the Phase 2 Improvements within four (4) months of Substantial Completion of the Phase 1 Improvements and must Substantially Complete the Phase 2 Improvements within fourteen (14) months thereafter. For purposes of this Agreement, "Begin Construction" shall mean the mobilization and entry by the Company's general contractor on the Property to start construction of the Project pursuant to the construction contract executed between the Company and the general contractor, and "Substantially Complete" shall mean the date on which the phase Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto and the City has verified that any Project element for which no permit was necessary has been completed to City's reasonable satisfaction. The City's Community Planning and Development Director may, but shall not be required to, consent to an extension of time of up to six (6) months for the construction of the Improvements. Any additional or longer time extensions will require consent of the City Council.

B. Events Triggering Termination and/or Reverter. If Company does not timely Begin Construction or Substantially Complete construction of the Phase 1 or Phase 2 Improvements on the schedule stated above, subject to Unavoidable Delays, then such shall constitute a default hereunder, and the City may terminate this Agreement as set forth in Section 18 and City shall then have no further obligation to Company under this Agreement. In connection with the termination of this Agreement by the City, and in addition to any other remedies available to the City under this Agreement, the parties agree that the City is entitled to have title to the Property conveyed to it, and Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to, a special warranty deed, or take such other actions as the City may reasonably request to effectuate said conveyance and to deliver to City title to the Property, free and clear of any lien, claim, charge, security interest, mortgage or encumbrance, or past-due or currently due property taxes (collectively, "Liens") arising by or through Company. Concurrently with delivery of the deed, Company shall also deliver to City the abstract of title. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the Property. **Appointment of Attorney in Fact:** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within thirty (30) days after written demand by City, then City shall be authorized to execute, on Company's behalf and as its attorney-in-fact, the special warranty deed or other documents required by this Section, and for such limited purpose Company does hereby irrevocably constitute and appoint City as its attorney-in-fact.

C. Unavoidable Delays. If development has commenced within the required period, as the same may be extended, and is subsequently stopped or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each an "Unavoidable Delay"), the requirement that construction be completed by the Completion Deadline shall be tolled for a period of time equal to the period of Unavoidable Delay. As promptly as possible, Company shall notify City in writing of the occurrence of any Unavoidable Delay and shall again notify City in writing when the Unavoidable Delay has ended.

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

6. **No Encumbrances; Limited Exception.** Until Substantial Completion of the Improvements, Company agrees that it shall not create, incur, or suffer to exist any lien, encumbrance, mortgage, security interest, or charge on the Property, other than such mortgage or mortgages as may be reasonably necessary to finance Company's completion of the Improvements and of which Company notifies City in advance of Company's execution of any such mortgage. Company may not mortgage or encumber the Property or any part thereof for any purpose except in connection with financing of the Improvements, whether through a construction loan or permanent loan.

7. **Utilities.** Company will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services to any location on the Property. Company will be responsible for payment of any associated connection fees other than water connection fees, which will be paid by City.

8. **Minimum Assessment Agreement.** Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property. Company further agrees that prior to the date set forth in Section 2 of the Minimum Assessment Agreement (the "MAA") attached hereto as Exhibit "B" it will not seek or cause a reduction in the taxable value for the Property as improved pursuant to this Agreement, which shall be fixed for assessment purposes, below the amount of \$2,515,000 (the "Phase 1 Minimum Actual Value"), through:

- (a) Willful destruction of the Property, the Improvements, or any part of either;
- (b) a request to the Assessor of Black Hawk County; or
- (c) any proceedings, whether legal, or equitable, with any administrative body or court within the City, Black Hawk County, the State of Iowa, or the federal government.

Company agrees to execute and deliver the MAA concurrently with its execution and delivery of this Agreement. In connection with the construction of Phase 2 Improvements, the parties will execute and record a separate amendment to the minimum assessment agreement for the purpose of increasing the Minimal Actual Value to an amount that reflects the value added by Phase 2 Improvements, which shall yield a total value of not less than \$4,266,000 for Phase 1 and Phase 2 Improvements combined.

9. **Tax Rebates.** Provided that Company has completed the Phase 1 Improvements and the Phase 2 Improvements as set forth in this Agreement before the respective Substantial Completion Deadlines and has executed, as appropriate, the Minimum Assessment Agreement or an amendment to the Minimum Assessment Agreement, City agrees to rebate property tax (with the exceptions noted below) with respect to Phase 1 Improvements and Phase 2 Improvements as follows:

50% rebate for each of Years One through Five

for any assessed value added by the completed Phase 1 Improvements and Phase 2 Improvements (each such payment is a "Rebate") over the base value of \$5,412.00. Each Rebate is payable in respect of a given property tax fiscal year (a "Fiscal Year") only to the extent that (a) Company has actually paid general property taxes due and owing for such Fiscal Year and (b) the city council has made an appropriation for the payment of the Rebate. To receive a Rebate for a given Fiscal Year, Company must, within twelve (12) months after the due date of the last installment of the property taxes for the respective Fiscal Year (i.e., the "March Installment"), submit a completed Rebate request to City on the form provided by or otherwise satisfactory to City. A failure to timely submit a request for a Rebate for a Fiscal Year will result in a forfeiture of the right to request a Rebate for such Fiscal Year. City agrees to consider a completed application for a Rebate within sixty (60) days after submission of the application to City.

The assessed value of the Property as a result of the Improvements constructed thereon must be increased by a minimum of 10% and must increase the annual tax by a minimum of \$500.00. Rebates shall not be paid based on any special assessment levy, debt service levy, or any other levy that is exempted from treatment as tax increment financing under the provisions of applicable law. The first Fiscal Year in respect of which a Rebate may be given ("Year One") shall be the first full Fiscal Year for which the assessment is based upon the completed value of the Phase 1 Improvements and Phase 2 Improvements and not based on a prior Fiscal Year for which the assessment is based solely upon (x) the value of the Property, or upon (y) the value of the Property and a partial value of the Phase 2 Improvements due to partial completion of such Improvements or a partial Fiscal Year.

10. **Representations and Warranties of City.** City hereby represents and warrants as follows:

A. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

11. **Representations and Warranties of Company.** Company hereby represents and warrants as follows:

A. It is duly organized, validly existing, and in good standing under the laws

of the state of its organization and is duly qualified and in good standing under the laws of the State of Iowa.

B. It has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

C. This Agreement has been duly and validly executed and delivered by Company and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of Company that is enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness. Agreement or instrument of whatever nature to which Company is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

E. There are no actions, suits or proceedings pending or threatened against or affecting Company in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Company or which in any manner raises any questions affecting the validity of the Agreement or Company's ability to perform its obligations under this Agreement.

F. The financing commitments, which Company will proceed with due diligence to obtain, to finance the construction of the Improvements will be sufficient to enable Company to successfully complete construction of the Improvements as contemplated in this Agreement, subject to additional costs incurred due to Unavoidable Delays.

**12. Additional Covenants of Company.** In addition to the other promises, covenants and agreements of Company as provided elsewhere in this Agreement, Company agrees as follows with respect to each phase of Improvements:

A. Company agrees during construction of the Improvements and thereafter until the MAA termination date to maintain, as applicable, builder's risk, property damage, and liability insurance coverages with respect to the Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure, and shall provide evidence of such coverages to the City upon request.

B. Until the Improvements are Substantially Completed, Company shall make such reports to City, in such detail and at such times as may be reasonably

requested by City, as to the actual progress of Company with respect to construction of the Improvements. However, in no event shall Company be required to submit a report more frequently than once every thirty (30) day period.

C. During construction of the Improvements and thereafter until the MAA termination date Company will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Improvements.

D. Company will comply with all applicable land development laws and City and county ordinances, and all laws, rules and regulations relating to its businesses, other than laws, rules and regulations where the failure to comply with the same or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, or condition, financial or otherwise, of Company.

E. Until the MAA termination date Company will maintain, preserve and keep the Property, including but not limited to the Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions.

F. The Property will have a taxable value as set forth in the MAA and any amendments thereto, and Company agrees that the minimum actual value of the Property and completed Improvements as stated in the MAA and any amendments thereto will be a reasonable estimate of the actual value of the Property and Improvements for ad valorem property tax purposes. Company agrees that it will spend enough in construction of the Improvements that, when combined with the value of the Property and related site improvements, will equal or exceed the assessor's minimum actual value for the Property and Improvements as set forth in the MAA and any amendments thereto.

G. Until the MAA termination date Company agrees that (1) it will not undertake, in any other municipality in Black Hawk County, the construction or rehabilitation of any commercial property as a primary location for Company's business operations of the type to be conducted on the Property, and (2) it will make no conveyance, lease or other transfer of the Property or any interest therein that would cause the Property or any part thereof to be classified as exempt from taxation or subject to centralized assessment or taxation by the State of Iowa.

H. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to any and all parts of the Property conveyed to it. Company agrees that (1) it will not seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute or regulation relating to the taxation of real property included within the Property that is determined by any tax official to be applicable to the Property or to Company, or raise the inapplicability or constitutionality of any such tax statute or regulation as a defense in any proceedings of any type or nature, including but not limited to delinquent tax proceedings, and (2) it will not seek any tax deferral, credit or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other state law, of the taxation of real property included within the Property.

13. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Property prior to completion of the Project, whether in whole or in part, to any other person or entity without the prior written consent of City. Reasonable grounds for the City to withhold its consent shall include but are not limited to the inability of the proposed transferee to demonstrate to the City's satisfaction that it has the financial ability to observe all of the terms to be performed by Company under this Agreement.

14. **Materiality of Company's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

15. **Indemnification and Releases.**

A. Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Property arising after Company's lease or acquisition of the same or resulting from any defect in the Improvements. The indemnified parties shall not be liable for any damage or injury to the persons or property of Company or its directors, officers, employees, contractors or agents, or any other person who may be about the Property or the Improvements, due to any act of negligence or willful misconduct of any person, other than any act of negligence or willful misconduct on the part of any such indemnified party or its officers, employees or agents.

B. Except for any Willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) the acquisition and conditions of the Property and the construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the Property.

C. The provisions of this Section shall survive the expiration or termination of this Agreement.

16. **Obligations Contingent.** Each and every obligation of the City under this Agreement is subject to and contingent upon the Company purchasing or acquiring the Property. Furthermore and in addition, each and every obligation of City under this Agreement is expressly made subject to and contingent upon City's completion of all procedures, hearings and approvals deemed necessary by City or its legal counsel for amendment of the urban renewal plan applicable to the Property and/or Project area, all of which must be completed within 90 days from the date this Agreement is approved by the City council. If such completion does not occur, then any conveyance, benefit or incentive of any type provided by City hereunder within said 90-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same, or failing such restoration Company agrees to be liable for same or for the fair value thereof, plus interest on any sums owing at the rate of 5% per annum commencing with the date of demand for payment, if said payment is not remitted to City within 30 days.

17. **Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean any one or more of the following events that continues beyond any applicable cure periods:

A. Failure by Company to cause the construction of the Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

B. Transfer by Company of any interest (either directly or indirectly) in the Improvements, any part of the Property, or this Agreement, without the prior written consent of City except or otherwise as security for financing of Project improvements;

C. Failure by Company to pay, before delinquency, all ad valorem property taxes levied on or against any of the Property;

D. Failure by any party hereto to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

E. Company (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (4) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of Company as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Company, or part thereof, shall be appointed in any proceedings brought against Company and shall not be discharged within ninety (90) days after such appointment, or if Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to any of Property.

F. Any representation or warranty made by Company in this Agreement, or made by Company in any written statement or certificate furnished by Company pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

**18. Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may terminate this Agreement. Before exercising such remedy, City shall give 30 days' written notice to Company of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 30 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Upon termination, City may exercise any and all remedies available at law, equity, contract or otherwise for recovery of any sums paid by City to Company before the date of termination or to recover ownership of the Property as set forth in this Agreement.

B. Default by City. Whenever any Event of Default in respect of City occurs and is continuing, Company may take such action against City to require it to specifically perform its obligations hereunder. Before exercising such remedy, Company shall give 30 days' written notice to City of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within 30 days and City shall not have provided assurances reasonably satisfactory to the Company that the Event of Default will be cured as soon as reasonably possible.

C. Remedies under this Agreement shall be cumulative and in addition to any other right or remedy given under this Agreement or existing at law or in equity or by statute. Waiver as to any particular default, or delay or omission in exercising any right or power accruing upon any default, shall not be construed as a waiver of any other or any subsequent default and shall not impair any such right or power. The remedies arising under this Agreement or under law shall survive the termination of this Agreement irrespective of the reason for termination.

**19. Performance by City.** Company acknowledges and agrees that all of the obligations of City under this Agreement shall be subject to, and performed by City in accordance with, all applicable statutory, common law, or constitutional provisions and procedures consistent with City's lawful authority. All covenants, stipulations, promises, agreements and obligations of City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any governing body member, officer, employee or agent of City in the individual capacity of such person.

**20. No Third-Party Beneficiaries.** No rights or privileges of any party hereto shall inure to the benefit of any contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, subcontractor, material supplier, or other person or entity

shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

21. **Notices.** Notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, and addressed:

(a) If to City, 715 Mulberry Street, Waterloo, Iowa 50703, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) If to Company, Tyler Kunkle , 3132 Big Woods Road, Cedar Falls, Iowa 50613.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, (iii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful. A party may change the address for giving notice by any method set forth in this Section.

22. **No Joint Venture.** Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the City and Company nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

23. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

24. **Severability; Reformation.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as Written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

25. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

26. **Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the parties hereto and their respective attorneys have contributed substantially and materially to the preparation of each and every provision of this Agreement.

27. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

28. **Counterparts.** This may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.


29. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

30. **Time of Essence.** Time is of the essence of this Agreement.

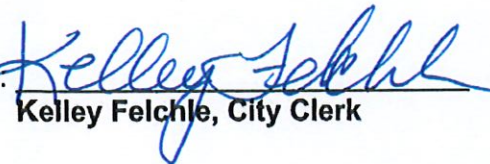
**IN WITNESS WHEREOF**, the parties have executed this Development Agreement by their duly authorized representatives as of the date set forth above.

**CITY OF WATERLOO, IOWA**

**BKKS Holdings, LLC**

By:   
Quentin M. Hart, Mayor

By:   
Tyler Kunkle

Attest:   
Kelley Felchle, City Clerk

Title: president

**EXHBIIT A**

**DESCRIPTION**

Lot 34, Lot 35, Lot 36, Lot 37, Lot 38, and Lot 39 of the Waterloo Air and Rail Park, 4th Addition, Waterloo, Black Hawk County, Iowa.

**EXHIBIT B**

**MINIMUM ASSESSMENT AGREEMENT**

This Minimum Assessment Agreement (the "Agreement") is entered into as of this 7 day of July, 2025, and among the CITY OF WATERLOO, IOWA ("City") and BKKS Holdings, LLC ("Company"), and the COUNTY ASSESSOR of the BLACK HAWK COUNTY, IOWA ("Assessor").

WITNESSETH:

**WHEREAS**, on or before the date hereof the City and Company have entered into a development agreement (the "Development Agreement") regarding certain real property (the "Property"), described in Exhibit "B" thereto, located in the City; and

**WHEREAS**, it is contemplated that pursuant to the Development Agreement, the Company will undertake the development of an area within the City and within the East Waterloo Unified Urban Renewal and Redevelopment Plan area, including the construction of certain improvements as described in the Development Agreement (the "Minimum Improvements") on the Property (the "Project"); and

**WHEREAS**, pursuant to Iowa Code § 403.6, as amended, the City and the Company desire to establish a minimum actual value for the Property and the Minimum Improvements to be constructed thereon by Company pursuant to the Development Agreement, which shall be effective upon substantial completion of the Project and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum actual value of the land and buildings as to the Project only; and

**WHEREAS**, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which the parties contemplate will be erected as a part of the Project.

**NOW, THEREFORE**, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, do hereby agree as follows:

1. Upon completion of construction of the Minimum Improvements by Company, the minimum actual taxable value which shall be fixed for assessment purposes for the Property and Minimum Improvements to be constructed thereon by Company as a part of the Project shall not be less than \$2,515,000 (the "Minimum Actual Value") until termination of this Agreement. The parties hereto agree that construction of the Minimum Improvements will be substantially completed by the date set forth in the Development Agreement, and in any case if the Minimum Improvements are not substantially completed by February 28, 2027, the parties agree to execute an amendment to this Agreement that will extend the date specified in Section 2 below. The parties contemplate a later amendment to this Agreement that increases the Minimum Actual Value in connection with Phase 2 Improvements.

2. The Minimum Actual Value herein established shall be of no further force and effect, and this Minimum Assessment Agreement shall terminate, on December 31, 2037.

The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

3. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property and the Minimum Improvements pursuant to the provisions of this Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Property or the Minimum Improvements by Company or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Property or the Minimum Improvements.

4. Company agrees that its obligation to make the tax payments required hereby, to pay the other sums provided for herein, and to perform and observe its other agreements contained in this Agreement shall be absolute and unconditional obligations of Company (not limited to the statutory remedies for unpaid taxes) and that Company shall not be entitled to any abatement or diminution thereof, or set off therefrom, nor to any early termination of this Agreement for any reason whatsoever.

5. Nothing herein shall be deemed to waive the Company's rights under Iowa Code § 403.6, as amended, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall the Company seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement. Nothing herein shall limit the discretion of the Assessor to assign at any time an actual value to the land and Minimum Improvements in excess of the Minimum Actual Value.

6. Company agrees that during the term of this Agreement it will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Property or the Minimum Improvements determined by any tax official to be applicable to the Property or the Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) seek any tax deferral, credit or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other state law, of the taxation of real property, including improvements and fixtures thereon, contained in the Property or the Minimum Improvements; or

(c) request the Assessor to reduce the Minimum Actual Value; or

(d) appeal to the board review of the city, county, state or to the Director of Revenue of the State of Iowa to reduce the Minimum Actual Value; or

(e) cause a reduction in the actual value or the Minimum Actual Value through any other proceedings.

7. This Agreement shall be promptly recorded by the City with the Recorder of Black Hawk County, Iowa. The City shall pay all costs of recording.

8. Neither the preambles nor provisions of this Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

9. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

10. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, including but not limited to future owners of the Project property.

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

[signatures on next page]







## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director  
Planning & Zoning Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

Resolution approving the Iowa Certified Local Government 2025 Annual Report, and authorizing the Mayor and Community Planning and Development Director to execute said document.

### RECOMMENDED COUNCIL ACTION

Approval

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

As a Certified Local Government, the City of Waterloo needs to file a report annually to the State of Iowa and the United States Department of the Interior.

The benefit of being a Certified Local Government.

- Access to special funding
- Recognized by State and Federal Agencies
- Technical Assistance for the State Historic Preservation Office
- Information Exchange

This year the Historic Preservation Commission has:

- Worked on collaborations with other interested organizations.
- Provided homeowners information and suggestions for projects on historic homes.
- Worked to educate the public about some historic preservation efforts and opportunities.

The annual report is attached to this transmittal, however the online form, when printed, causes some responses to get cut off. Let us know if you have any questions regarding any of the responses.

### NEIGHBORHOOD IMPACT

### DATA, ANALYSIS, AND STRATEGIES

Historic Preservation

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

## **COMMUNITY ENGAGEMENT METHODS**

---

## **SOURCE OF EXPENDITURES**

---

N/A

## **ALTERNATIVE ACTION**

---

Denial would cause the City of Waterloo to no longer be designated as a Certified Local Government.

## **LEGAL DESCRIPTION**

---

## **ATTACHMENTS**

---

1. CLG Annual Report 2025

**▲ SHPO Certified Local Government Annual Report**

# SHPO Certified Local Government Annual Report

\* indicates a required field

*Under the CLG Agreement with the State, local governments and their historic preservation commissions are responsible for submitting an annual report documenting the commission's preservation work and that they have met the requirements of the CLG program.*

*This annual report is also an important tool for your commission to evaluate its own performance and to plan for the coming year.*

*We look forward to hearing from each CLG this year!*

**▲ Two questions on this form need attention.**

Some required questions are incomplete: [28](#) and [29](#)

**1. I am aware this report must be presented and reviewed by either the City Council or the Board of Supervisors prior to submission and requires a signature from either the mayor or the chair of the board of supervisors.**

The signature form is located here: [https://iowa1.sharepoint.com/:w/s/PublicShares-SHPO2/EWJQyE84x5BEqsMBNQHgagMBGTwUBVRnzrokBawjj6h\\_3w?e=08uYUM](https://iowa1.sharepoint.com/:w/s/PublicShares-SHPO2/EWJQyE84x5BEqsMBNQHgagMBGTwUBVRnzrokBawjj6h_3w?e=08uYUM)

yes

[Clear Answer](#)

**2. Name of the city, county, or land use district: \***

Please choose from the drop down list.

Waterloo Historic Preservation Commission

**3. Did your commission undertake any survey or identification projects during 2025? \***

CLG Standards are in your local government's Certified Local Government (CLG) Agreement and the National Historic Preservation Act:

The CLG shall maintain a system for the survey and inventory of historic and prehistoric properties in a manner consistent with and approved by the STATE.

Yes

No

I don't know

The Commission will plan to apply for grants to undertake a survey in the city, and th

**4. Did your commission undertake any registration/nomination projects in 2025? \***

The CLG reviews all National Register nominations for any resources that lies within the jurisdiction of the historic preservation commission.

- Yes
- No
- I don't know
- Other:

**5. Within your local government's jurisdiction were any National Register of Historic Places listed properties moved or demolished in 2025? \***

If you need a list of the properties that are listed on the National Register of Historic Places within your jurisdiction, please contact [historic.preservation@iowaeda.com](mailto:historic.preservation@iowaeda.com)

- Yes
- No
- I don't know

**6. Does your local government designate local landmarks or local districts? \***

IMPORTANT: Most local governments do not have a program for local designation. If you have questions about whether you have a local designation program or not, please contact the CLG Coordinator at [historic.preservation@iowaeda.com](mailto:historic.preservation@iowaeda.com) before you complete this section.

- Yes
- No
- I don't know

**6.1. What properties did your community place on its list of locally designated historic landmarks and/or historic districts?**

Please attach a copy of the final designation nomination(s) and ordinance(s) for these properties.

REMINDER: Before local districts are designated by your city council, you must send the local nomination to the SHPO for review and comment. Please allow at least 45 days for review before the nomination is scheduled for city council review. The SHPO review takes place after your commission has approved the local district nomination and BEFORE it is placed on the city council's agenda.

 Choose a file

**6.2. Please include the name of the individual on your staff or commission that meets the Secretary of the Interior's Professional Qualifications? Please also**

Edward Ottesen, Architect

**7. Has your community passed any ordinances that directly or indirectly impact the preservation of historic resources? \***

- Yes
- No
- I don't know

**8. Did your city, county, LUD or its historic preservation commission undertake any of the following activities in this calendar year? Please think broadly about this question and include any activity (small or large) that facilitated historic preservation in your community. This is your opportunity to boast about your accomplishments and get credit for the great work you do! \***

Please check all that apply!

CLG Standards found in CLG Agreement and National Historic Preservation Act:

- 1) The CLG will enforce all appropriate state and local ordinances for designating and protecting historic properties.
- 2) The CLG shall provide for adequate public participation in the local historic preservation programs.

- a. Historic preservation planning. Examples include the development or revision of an preservation plan, development of a work plan for your commission, etc.
- b. Provided technical assistance on historic preservation issues or projects. Examples include working with individual property owners, business owners, institutions to identify appropriate treatments and find appropriate materials, research advice, etc.
- c. Sponsored public educational programming in historic preservation. Examples include training sessions offered to the public, walking tours, open houses, lectures, Preservation Month activities, etc.
- d. Develop design guidelines/standards
- e. None
- Other:

**8.1. Describe your communities historic preservation planning activities in this calendar year.**

of the ways the commission educated people was through talking about the Waterloo Most Endangered Properties list, to help get people aware of the buildings, the important role they have played in the community, and how they could continue to help the community if refurbished and renovated.

624 of 6000 characters

### 8.2. Describe your communities assistance with preservation issues or projects in this calendar year.

Please be specific (address(es) of the property(ies), what was the issue(s), what assistance was provided.

The commission worked with property owners in the Highland Historic District to ensure that changes made to their homes still kept the historic character of the house and neighborhood. This year there were multiple reviews of window replacements, siding replacements, fencing changes, and a crumbling foundation.

Members of the commission also provided input in the early stages of a Memorandum of Agreement to mitigate some changes that will be happening on a historic structure. The MOA is not completed and signed yet, so the commission will still be playing a role in that.

580 of 6000 characters

### 8.3. Please describe your community's public education programs in his calendar year.

Please provide specific details such as date of event, description of the event, how many people participated, whether the commission partnered with other organizations.

The Historic Preservation Commission collaborated with Main Street Waterloo for a scavenger hunt event and awards banquet. This helped educate the public about some of the historic buildings in Waterloo, and some buildings that are historic that are in need of some work.

A commissioner also gave a presentation at the Cedar Valley Historical Society about the buildings that were placed on the local Most Endangered properties list.

435 of 6000 characters

### 9. Were there any issues, challenges or successes your preservation commission encountered or accomplished this year?

197 of 7500 characters

**10. What partnerships did your commission form or continue with other entities?**

Examples include local main street office, local school, historical society, library, museum, service club, etc.

If none, enter N/A

The commission continued partnerships with Main Street Waterloo, the Grout Museum, Highland Neighborhood Association, Walnut Neighborhood Association, Silos and Smokestacks, Waterloo Youth City Council, Waterloo Public Library and the Cedar Valley Historical Society.

267 of 6000 characters

**11. Did your historic preservation commission receive any grants (other than CLG) this year? If so, please describe. If none, enter N/A.**

N/A

3 of 6000 characters

**12. Does your Historic Preservation Commission have a website? \***

- Yes
- No

**12.1. What is the website address? \***

[https://cityofwaterlooiaowa.com/departments/planning-zoning/historic\\_preservation\\_c](https://cityofwaterlooiaowa.com/departments/planning-zoning/historic_preservation_c)

**13. List dates of public commission meetings held (please note these are meetings actually held with a quorum, not just those that were scheduled). \***

positive interest in historic preservation, or closely related fields, to the extent available in the community.

3) The commission will comply with Iowa Code Chapter 21 (open meetings) in its operations.

4) Commission members will participate in state-sponsored or state-approved historic preservation training activities.

January 29, 2025; February 18, 2025; March 18, 2025; April 15, 2025; May 20, 2025; June 17, 2025; July 15, 2025; August 19, 2025; September 16, 2025; October 21, 2025; November 18, 2025; December 16, 2025

204 of 6000 characters

**14. Based on the work plan submitted last year for your commission please provide a self assessment of the progress your commission made on the initiatives and programs that were identified last year. \***

The commission did fairly well at completing tasks from the work plan. Unfortunately, some things, like giving a seminar at the library, fell through and did not work out this year, but the commission worked hard to do everything possible on the work plan. The Awards banquet was held in collaboration with a Main Street Waterloo scavenger hunt, which went well. attendees did a scavenger hunt of historic sites throughout downtown Waterloo. The event ended at the awards banquet where the Historic gave awards to individuals or entities for the work they did the previous year for Historic Preservation in Waterloo.

There were many discussions about different ways to support historic preservation efforts in the city.

723 of 6000 characters

**15. Where are your official CLG files located? \***

Please describe where the paper or physical files are stored and where the digital records are being stored.

The majority of the files are stored digitally, with some older files being stored in the basement at Waterloo City Hall, though we are in the process of digitizing those files as well.

185 of 6000 characters

0

### 17. Additional Budget information

This is an optional question, if there is any additional information you wish to share with the State Historic Preservation Office regarding your community's budget.

0 of 6000 characters

### 18. 2026 Work Plan \*

Each Commission should develop an annual work plan for the upcoming year. Please include the project(s), initiatives and programs your commission plans to begin or complete.

Action Plan 01.20.26.pdf (70KB)



### 19. Does your commission have any vacancies? If so, how many? If you have no vacancies please enter N/A. \*

Please also use this field to describe any plans the commission has to fill those vacant positions.

N/A

3 of 6000 characters

### 20. Commission Members

For any new commissioners please include the biographical sketch in the following question.

First and Last Name	Mailing Address	Email Address	Term	Role	
Nicholas He	207 Highland	nhedrick@cfl	4/15/2028	Chair, High	
Jared Hottle	314 W Mitche	Jared@hottle	3/6/2026	Vice Chair	
Ed Ottesen	1941 W 6th S	edwardottese	2/6/2026		
Matthew Gil	325 E. Park /	global.mrg	2/6/2026		
Cole Welive	159 Prospect	colecarter3@	10/3/2028	Highland H	
Terry Stever	1629 Ackerm	danceterryh2	2/6/2026		
Ivan Valtche	527 E Park A	ivan.valtchev	4/18/2028	Walnut His	

+ Add a row

**21. Please attach biographical sketch or resume for any commissioners were appointed in last calendar year.**

Please be sure newly appointed commissioners sign and date their statement.

Choose a file

**22. Which of your commission members, staff, and/or elected officials attended the 2025 Preserve Iowa Summit?**

Now is also a good time to start planning to attend the 2026 Preserve Iowa Summit in Ankeny on June 2 & 3, 2026

No one was able to attend this year.

36 of 1000 characters

**23. Commission Training Table**

historic preservation training (beyond or instead of the Preserve Iowa Summit), listing the name of the conference, workshop or meeting (including online training opportunities); the sponsoring organization; the location and date when the training occurred. Be sure to provide the names of commissioners, staff, and elected officials who attended.

Name of Event	Sponsor Organization	Location	Date	Name of Attendees
Main Stree	Main Street Ar	Philadelphia	April 7-9,	Nicholas Hed
"Revive an	AIA		Septembε	Ed Ottesen

+ Add a row

**24. Chief Elected Official \***

Did your communities Chief Elected Official (Mayor, Chairman of the Board of Supervisors, or President of LUD Trustees) change in 2025?

- Yes
- No

**24.1. Please provide the contact information for your new Chief Elected Official \***

Please include their First & Last Name, Mailing Address, Phone number, & Email Address.

David Boesen, 715 Mulberry St, Waterloo, IA 50703 (319) 291-4301 dave.boesen@

**25. Has the contact information for your communities staff liaison changed? \***

If you have a new staff liaison please select yes.

- Yes
- No

**26. What training topic would be most helpful for your Historic Preservation Commission? \***

I think the most helpful topic that would be helpful for the commission would be about writing/rewriting effective design guidelines.

133 of 6000 characters

**27. Suggestions for improvement \***

I think it would be good to have notice of upcoming trainings that are state-approved or state-sponsored sent to the staff liaison for the commission so commissioners can be made aware of training opportunities.

211 of 6000 characters

28. Authorized Official Signature \*



[https://iowa1.sharepoint.com/:w:/s/PublicShares-SHPO2/EWJOyE84x5BEqsMBNQhGagMBGTwUBVRnzrokBawjj6h\\_3w?e=HeBDes](https://iowa1.sharepoint.com/:w:/s/PublicShares-SHPO2/EWJOyE84x5BEqsMBNQhGagMBGTwUBVRnzrokBawjj6h_3w?e=HeBDes)

This question is required.

Choose a file

29. Agenda or minutes from the public meeting where this report was presented to the City Council or Board of Supervisors. \*



This question is required.

Choose a file

Changes saved



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director  
Planning & Zoning Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

Resolution approving the dedication of a water main easement by the City of Waterloo on City owned property located west of 3105 Airport Boulevard.

### RECOMMENDED COUNCIL ACTION

Approval.

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a request to approve a resolution for the dedication of a water main easement by the City of Waterloo, on City owned property located west of 3105 Airport Boulevard. The City has received funds from the United States Economic Development Administration to complete sanitary sewer, storm sewer and water main work to serve the Waterloo Air and Rail Park to the west of the airport.

### NEIGHBORHOOD IMPACT

Construction and extension of utilities will help continue the growth of the Waterloo Air and Rail Park.

### DATA, ANALYSIS, AND STRATEGIES

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

### COMMUNITY ENGAGEMENT METHODS

### SOURCE OF EXPENDITURES

### ALTERNATIVE ACTION

### LEGAL DESCRIPTION

An easement for water main construction and maintenance over, under, upon, and across a portion of Lot 13, Midport America Park Plat No.2, City of Waterloo, Black Hawk County, State of Iowa,

described as follows:

Beginning at the Northwest corner of Lot 5, Midport America Park Plat No.1, also being an Easterly corner of Lot 13, Midport America Park Plat No.2; thence South 00°57'07" East along the Western-most East line of Lot 13, 262.25 feet to a line 88-feet normally distant to and parallel with the South line of Lot 13; thence North 89°12'25" West along said parallel line 20.01 to a line that is the 20-foot normally distant to and parallel with the Western-most East line of Lot 13; thence North 00°57'07" West along said parallel line 305.99 feet; thence North 45°29'50" East 22.91 feet to the Westerly extension of the North line of Tract "I", Midport America Park Plat No.1; thence South 89°12'23" East along said Westerly extension 161.00 feet to the Northwest corner of Tract "I"; thence South 00°56'27" East along the West line of Tract "I" 20.01 feet to a line that is 20-foot normally distant to and parallel with the Westerly extension of the North line of Tract "I"; thence North 89°12'23" West along said parallel line 152.00 feet; thence South 42°46'19" West 8.09 feet to the Northerly extension of the Western-most East line of Lot 13; thence South 00°57'07" East along the Northerly extension Western-most East line of Lot 13, 34.00 feet to the Point of Beginning containing 9479 square feet.

The South lines of Lots 13 and 14 of Midport America Park Plat No.2 is assumed to bear North 89°12'25" West for this survey.

## **ATTACHMENTS**

---

1. Easement Plat

**Index Legend**

<b>Location Description:</b>	Lot 13 Midport America Park Plat No.2 Waterloo, Iowa
<b>Requestor:</b>	City of Waterloo
<b>Proprietor:</b>	City of Waterloo
<b>Surveyor:</b>	William W. Castle
<b>Surveyor Company:</b>	City of Waterloo Engineering Department 715 Mulberry Street, Waterloo, IA 50703
<b>Return To:</b>	715 Mulberry St, Waterloo, IA 50703 291-4312

*Plat of Water Main Easement*

*Lot 13, Midport America Park Plat No.2,  
City of Waterloo, Black Hawk County, Iowa*

**Water Main Easement Description:**

An easement for water main construction and maintenance over, under, upon, and across a portion of Lot 13, Midport America Park Plat No.2, City of Waterloo, Black Hawk County, State of Iowa, described as follows:

Beginning at the Northwest corner of Lot 5, Midport America Park Plat No.1, also being an Easterly corner of Lot 13, Midport America Park Plat No.2;

thence South 00°57'07" East along the Western-most East line of Lot 13, 262.25 feet to a line 88-feet normally distant to and parallel with the South line of Lot 13;

thence North 89°12'25" West along said parallel line 20.01 to a line that is the 20-foot normally distant to and parallel with the Western-most East line of Lot 13;

thence North 00°57'07" West along said parallel line 305.99 feet;

thence North 45°29'50" East 22.91 feet to the Westerly extension of the North line of Tract "I", Midport America Park Plat No.1;

thence South 89°12'23" East along said Westerly extension 161.00 feet to the Northwest corner of Tract "I";

thence South 00°56'27" East along the West line of Tract "I" 20.01 feet to a line that is 20-foot normally distant to and parallel with the Westerly extension of the North line of Tract "I";

thence North 89°12'23" West along said parallel line 152.00 feet;

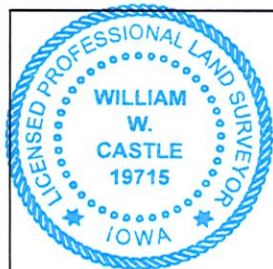
thence South 42°46'19" West 8.09 feet to the Northerly extension of the Western-most East line of Lot 13;

thence South 00°57'07" East along the Northerly extension Western-most East line of Lot 13, 34.00 feet to the Point of Beginning containing 9479 square feet.

The South lines of Lots 13 and 14 of Midport America Park Plat No.2 is assumed to bear North 89°12'25" West for this survey.

**This Plat or Survey is not a division of land.**

Reference: Book Water Main Page# 1/21/2026  
Signature of Surveyor William W. Castle Date



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.

William W. Castle 1/21/2026  
Date  
William W. Castle, PLS  
License Number 19715  
My License Renewal Date is December 31, 2027.  
Pages or sheets covered by this seal : 1 of 2

**Survey Notes:**

- The Bearings shown on this survey are derived from GPS observations using the Iowa State Plane Coordinate System, North Zone, NAD 83 (2011).
- All dimensions are in US Survey feet and decimals thereof.

City of Waterloo Engineering Department  
715 Mulberry Street, Waterloo, Iowa 50703  
Phone: (319) 291-4312 Fax: (319) 291-4262

Drawn By: WWC Scale:  
Field Work Date:  
Date Drawn: 1-16-2026

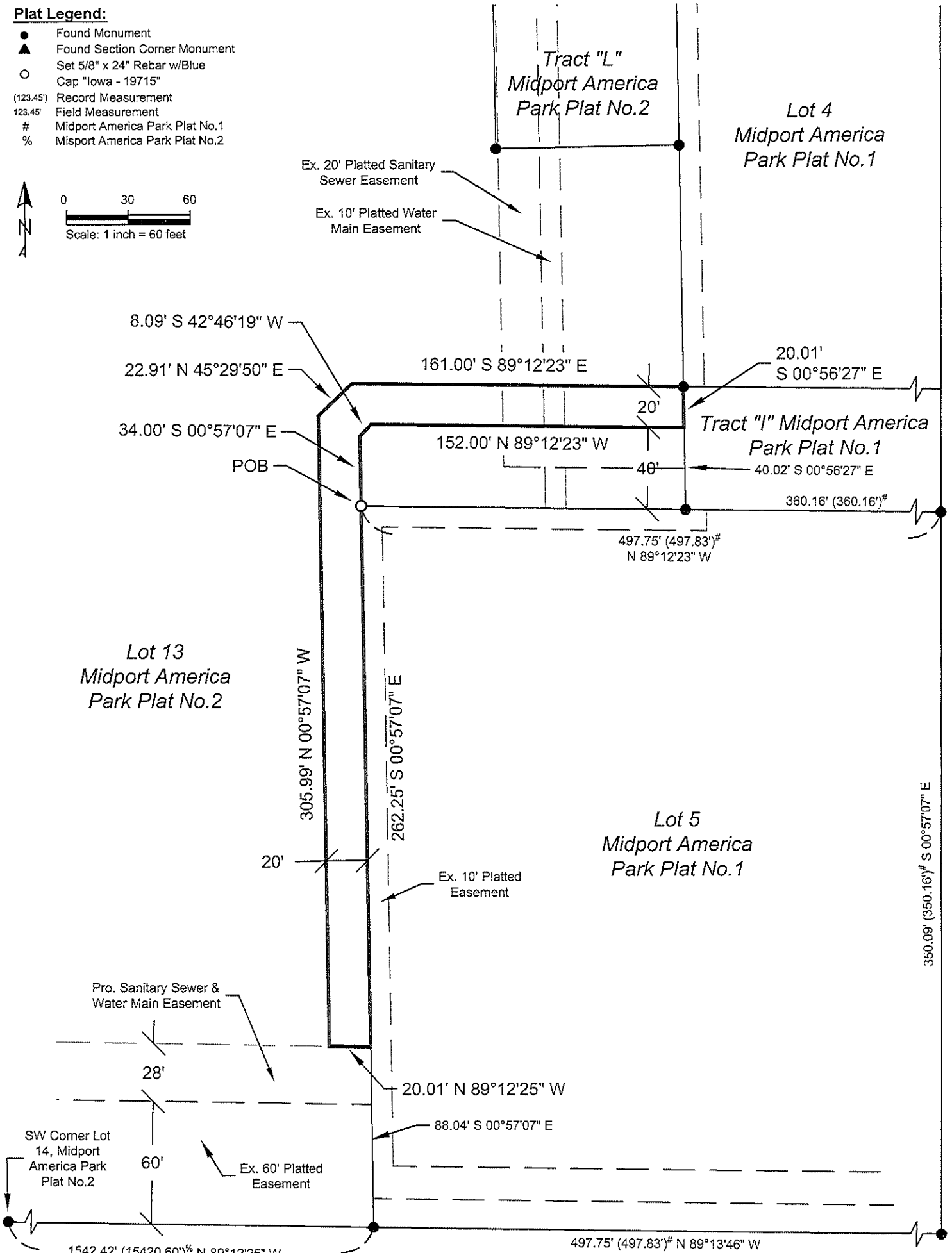
Sheet No.  
1 of 2

# Plat of Water Main Easement

Lots 13, Midport America Park Plat No.2,  
City of Waterloo, Black Hawk County, Iowa

**Plat Legend:**

- Found Monument
- ▲ Found Section Corner Monument
- Set 5/8" x 24" Rebar w/Blue Cap "Iowa - 19715"
- (123.45) Record Measurement
- 123.45' Field Measurement
- # Midport America Park Plat No.1
- % Misport America Park Plat No.2



**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. Easement area: 9479 square feet.

**CN Railroad**

100 ft Right-of-Way

Fd. 1/2" Rebar w/Yellow id cap "Iowa - 8033" (Typical)

City of Waterloo Engineering Department  
715 Mulberry Street, Waterloo, Iowa 50703  
Phone: (319) 291-4312 Fax: (319) 291-4262

Drawn By: WWC Scale: 1" = 60'  
Field Work Date:  
Date Drawn: 1-16-2026

Sheet No.  
**2 of 2**



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director  
Planning & Zoning Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

Resolution approving the dedication of a sanitary sewer and water main easement by the City of Waterloo on City owned property, located west of 3105 Airport Boulevard and north of the Canadian National Railroad.

### RECOMMENDED COUNCIL ACTION

Approval.

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a request to approve a resolution for the dedication of a sanitary sewer easement and water main easement by the City of Waterloo, on City owned property located west of 3105 Airport Boulevard and north of the Canadian National Railroad. The City has received funds from the United States Economic Development Administration to complete sanitary sewer, storm sewer and water main work to serve the Waterloo Air and Rail Park to the west of the airport.

### NEIGHBORHOOD IMPACT

Construction and extension of utilities will help continue the growth of the Waterloo Air and Rail Park.

### DATA, ANALYSIS, AND STRATEGIES

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

### COMMUNITY ENGAGEMENT METHODS

### SOURCE OF EXPENDITURES

### ALTERNATIVE ACTION

### LEGAL DESCRIPTION

An easement for sanitary sewer and water main construction and maintenance over, under, upon, and across portions of Lots 13 and 14, Midport America Park Plat No.2, City of Waterloo, Black Hawk County, State of Iowa, described as follows:

Commencing at the Southeastern most corner of Lot 13, Midport America Park Plat No.2; thence North  $00^{\circ}57'07''$  West along the Western-most East line of Lot 13, 60.03 feet to the North line of a platted 60-foot easement and the point of beginning of this description; thence North  $89^{\circ}12'25''$  West along the North line of a platted 60-foot easement 1,534.22 feet to the Easterly line of a platted 30-foot easement; thence North  $06^{\circ}51'18''$  East along the Easterly line of a platted 30-foot easement 152.23 feet; thence South  $83^{\circ}20'12''$  East 1,206.42 feet along a line that is 80-foot normally distant to and parallel with the Northerly line of a Railroad Easement to a line that is 88-feet normally distant to and parallel with the South line of Lot 13, Midport America Park Plat No.2; thence South  $89^{\circ}12'25''$  East along said parallel line 287.03 feet to Western-most East line of Lot 13; thence South  $00^{\circ}57'07''$  East along the Western most East line of Lot 13 20.01 feet to the Point of Beginning containing 116,904 square feet (2.684 acres).

The South lines of Lots 13 and 14 of Midport America Park Plat No.2 is assumed to bear North  $89^{\circ}12'25''$  West for this survey.

## **ATTACHMENTS**

---

1. Easement Plat

**Index Legend**

<b>Location Description:</b>	Lots 13 & 14 Midport America Park Plat No.2 Waterloo, Iowa
<b>Requestor:</b>	City of Waterloo
<b>Proprietor:</b>	City of Waterloo
<b>Surveyor:</b>	William W. Castle
<b>Surveyor Company:</b>	City of Waterloo Engineering Department 715 Mulberry Street, Waterloo, IA 50703
<b>Return To:</b>	715 Mulberry St, Waterloo, IA 50703 291-4312

## Plat of Sanitary Sewer and Water Main Easement

Lots 13 and 14, Midport America Park Plat No.2,  
City of Waterloo, Black Hawk County, Iowa

**Sanitary Sewer and Water Main Easement Description:**

An easement for sanitary sewer and water main construction and maintenance over, under, upon, and across portions of Lots 13 and 14, Midport America Park Plat No.2, City of Waterloo, Black Hawk County, State of Iowa, described as follows:

Commencing at the Southeastern most corner of Lot 13, Midport America Park Plat No.2;

thence North 00°57'07" West along the Western-most East line of Lot 13, 60.03 feet to the North line of a platted 60-foot easement and the point of beginning of this description;

thence North 89°12'25" West along the North line of a platted 60-foot easement 1,534.22 feet to the Easterly line of a platted 30-foot easement;

thence North 06°51'18" East along the Easterly line of a platted 30-foot easement 152.23 feet;

thence South 83°20'12" East 1,206.42 feet along a line that is 80-foot normally distant to and parallel with the Northerly line of a Railroad Easement to a line that is 88-feet normally distant to and parallel with the South line of Lot 13, Midport America Park Plat No.2;

thence South 89°12'25" East along said parallel line 287.03 feet to Western-most East line of Lot 13;

thence South 00°57'07" East along the Western-most East line of Lot 13 20.01 feet to the Point of Beginning containing 116,904 square feet (2.684 acres).

The South lines of Lots 13 and 14 of Midport America Park Plat No.2 is assumed to bear North 89°12'25" West for this survey.

*This Plat or Survey is not a division of land.*

Reference: Book Page#

*Within Limits*  
Signature of Surveyor

*1/21/2026*  
Date



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.

*William W. Castle* *1/21/2026*  
William W. Castle, PLS Date  
License Number 19715  
My License Renewal Date is December 31, 2027.  
Pages or sheets covered by this seal : *42 of 2*

**Survey Notes:**

- The Bearings shown on this survey are derived from GPS observations using the Iowa State Plane Coordinate System, North Zone, NAD 83 (2011).
- All dimensions are in US Survey feet and decimals thereof.

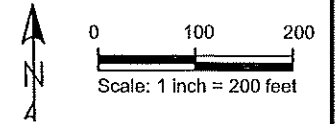
City of Waterloo Engineering Department  
715 Mulberry Street, Waterloo, Iowa 50703  
Phone: (319) 291-4312 Fax: (319) 291-4262

Drawn By: WWC Scale:  
Field Work Date:  
Date Drawn: 1-20-2026

Sheet No.  
**1** of **2**

# Plat of Sanitary Sewer and Water Main Easement

Lots 13 and 14, Midport America Park Plat No.2,  
City of Waterloo, Black Hawk County, Iowa



Sheet No.  
**2** of **2**



Drawn By: WWC  
Field Work Date:  
Date Drawn: 1-20-2026  
Scale: 1" = 200'

Parcel "K" SE 1/4,  
Sec. 5, T89N, R13W  
Doc. # 2025-01860

**Survey Notes:**

- The Bearings shown on this survey are derived from GPS observations using the Iowa State Plane Coordinate System, North Zone, NAD 83 (2011).
- All dimensions are in US Survey feet and decimals thereof.
- Easement area: 116,904 square feet (2.684 acres)

**Plat Legend:**

- Found Monument
- A Fd. 1/2" Rebar w/Yellow id cap - "Iowa 8033" (123.45) Record Measurement
- B Fd. 1/2" Rebar w/out id cap 123.45 Field Measurement
- C Fd. 5/8" Rebar w/Blue id cap - "Iowa 19715" # Midport America Park Plat No.1
- ▲ Found Section Corner Monument % Misport America Park Plat No.2
- Set 5/8" x 24" Rebar w/Blue Cap "Iowa - 19715"

Return to William Castle, PLS, 715 Mulberry St, Waterloo, IA 50703 (319) 291-4312

City of Waterloo Engineering Department  
715 Mulberry Street, Waterloo, Iowa 50703  
Phone: (319) 291-4312 Fax: (319) 291-4262



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director  
Planning & Zoning Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

Resolution approving a Development Agreement with Jeanette Moore-Loggins, for the construction of a new single-family dwelling on an infill lot located at 312 Newell Street, including a \$7,500.00 infill grant incentive upon substantial completion, and authorizing the Mayor and City Clerk to execute said document.

### RECOMMENDED COUNCIL ACTION

Approval

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

Jeanette Moore-Loggins has begun construction on a new single family home at 312 Newell Street in Waterloo and is requesting the infill housing grant incentive. This property is eligible for the \$7,500 grant, as it is located in the We Care Neighborhood. We Care was designated as a targeted neighborhood in the Elevate Housing Policies.

### NEIGHBORHOOD IMPACT

The construction of a new single family home on a vacant lot in an established neighborhood will have a positive impact on the neighborhood.

### DATA, ANALYSIS, AND STRATEGIES

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

### COMMUNITY ENGAGEMENT METHODS

### SOURCE OF EXPENDITURES

TIF Funds or nuisance abatement/housing incentive funds

### ALTERNATIVE ACTION

### LEGAL DESCRIPTION

Lots 11 and 12 in Subdivision of Block No. 3 North Addition, Waterloo, Black Hawk County, Iowa.


## **ATTACHMENTS**

---

1. Infill\_Agreement\_312Newell

Preparer: Lexi Schneider, 715 Mulberry Street, Waterloo, IA 50703 (319) 291-4366  
After recording, return to Community Planning & Development, 715 Mulberry Street, Waterloo, IA 50703.

## DEVELOPMENT AGREEMENT

 This Development Agreement (the "Agreement") is entered into as of Jan. 23<sup>rd</sup>, 2026, by and between Jeanette Moore-Loggins ("Developer"), and the City of Waterloo, Iowa ("City").

### RECITALS

- A. Developer is the owner of real property as identified on Exhibit "A" attached hereto (the "Property"). Developer is willing and able to finance and undertake the construction of a new home on the Property and to make related improvements.
- B. City considers infill residential development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives to encourage that goal. City believes that such development is in the vital and best interests of the City and in accordance with the public purposes and provisions of the applicable State and local laws and requirements under which the Project (defined below) has been undertaken and is being assisted.

### AGREEMENT

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

1. **Improvements by Developer.** At its own cost Developer shall construct a single-family dwelling to a finished state, including sidewalk, garage and driveway, and shall be responsible for removal of all construction debris, proper leveling or shaping of groundscape, and grassing and/or landscaping (construction and finishing as so described are referred to collectively as the "Improvements"). The Improvements shall be constructed in accordance with the terms of this Agreement, all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. Developer has submitted specific plans, building designs and

site plans for City review and approval before the commencement of construction and shall not substantially deviate from such plans, specifications or designs. Developer has used its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Property, the Improvements, and all site preparation and development-related work to be undertaken and completed by Developer under this Agreement are collectively referred to as the "Project."

**2. Timeliness of Construction; Possibility of Termination.** The parties agree that Developer's commitment to cause the Project to be undertaken and to construct the Improvements in a timely manner constitutes a material inducement for the City to extend the incentives provided for in this Agreement, and that without said commitment City would not do so.

A. Deadlines to commence and complete. Subject to Unavoidable Delays (defined below), Developer has obtained a building permit and must Substantially Complete construction of the Improvements within 4 months after the date of this Agreement (the "Completion Deadline"). For purposes of this Agreement, "Substantially Complete" means the date on which the Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto and the City has verified that Project elements for which no permit was necessary have been completed to City's reasonable satisfaction. All deadlines are subject to Unavoidable Delays as defined in paragraph B below. The City's Community Planning and Development Director may, but shall not be required to, consent to an extension of the Completion Deadline of up to six (6) months. Any additional or longer time extensions will require consent of the City Council.

B. Events triggering termination. If Developer does not Substantially Complete construction of the Improvements on the schedule(s) stated above, subject to Unavoidable Delays, then City may terminate this Agreement as set forth in Section 9, and City shall then have no further obligation to Developer under this Agreement. If development has commenced within the required period, as the same may be extended, and is subsequently stopped or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Developer (each an "Unavoidable Delay"), the requirement that construction be completed by the Completion Deadline shall be tolled for a period of time equal to the period of Unavoidable Delay. As promptly as possible, Developer shall notify City in writing of the occurrence of any Unavoidable Delay and shall again notify City in writing when the Unavoidable Delay has ended. If City terminates this Agreement as provided in Section 9, City shall have no further obligations to Developer under this Agreement, including but not limited to any legal or equitable obligation to reimburse Developer for any costs expended by

Developer with respect to the Project. In connection with termination of the Agreement as set forth herein, City may demand reimbursement of any sums paid to or for the benefit of Developer in connection with the Project, in addition to exercising any other available remedies.

3. **Utilities.** Developer will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services from street right of way to any location on the Property and for payment of any associated connection fees.

4. **City Incentives.** To aid the Project, City agrees to provide the following assistance:

A. Infill Housing Grant. As provided in the City's infill housing policy, City will pay Developer a grant of \$7,500.00 within thirty (30) days after Developer has Substantially Completed the Improvements and has obtain final inspection on all permits obtained for the Project.

5. **Additional Covenants of Developer.** In addition to the other promises, covenants and agreements of Developer as provided elsewhere in this Agreement, Developer agrees as follows:

A. Until the Improvements have been Substantially Completed, Developer shall make such reports to City, in such detail and at such times as may be reasonably requested by City, as to the actual progress of Developer with respect to construction of the Improvements.

B. Developer will comply with all applicable land development laws and City and county ordinances, and all laws, rules and regulations relating to its businesses, other than laws, rules and regulations where the failure to comply with the same, or where the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, or condition, financial or otherwise, of Developer.

C. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Improvements.

D. Developer agrees during construction of the Improvements to maintain, as applicable, builder's risk, property damage, and liability insurance coverages with respect to the Improvements in such amounts as are customarily carried by like companies engaged in activities of comparable size and liability exposure, and shall provide evidence of such coverages to the City upon request.

6. **Representations and Warranties of City.** City hereby represents and warrants as follows:

A. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

7. **Representations and Warranties of Developer.** Developer hereby represents and warrants as follows:

A. It is duly organized, validly existing, and in good standing under the laws of the state of its organization and is duly qualified and in good standing under the laws of the State of Iowa.

B. It has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

C. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of Developer that is enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of organization or operating agreement of Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

E. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

8. **Default.** The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean any one or more of the following events that continues beyond any applicable cure periods:

A. Failure by Developer to cause the Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

B. Transfer by Developer of any interest (either directly or indirectly) in the Improvements, the Property, or this Agreement, without the prior written consent of City, except as expressly authorized by this Agreement;

C. Failure by any party hereto to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

D. Developer (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (4) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer, or part thereof, shall be appointed in any proceedings brought against Developer and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to the Property; or

E. Any representation or warranty made by Developer in this Agreement, or made by Developer in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

9. **Remedies.**

A. Default by Developer. Whenever any Event of Default in respect of Developer occurs and is continuing, the City may terminate this Agreement. Before exercising such remedy, City shall give 30 days’ written notice to Developer of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 30 days and Developer shall not have provided

assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Upon termination, City may exercise any and all remedies available at law, equity, contract or otherwise for recovery of any sums paid by City to Developer before the date of termination.

B. Default by City. Whenever any Event of Default in respect of City occurs and is continuing, Developer may take such action against City to require it to specifically perform its obligations hereunder. Before exercising such remedy, Developer shall give 30 days' written notice to City of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within 30 days and City shall not have provided assurances reasonably satisfactory to the Developer that the Event of Default will be cured as soon as reasonably possible.

C. Remedies under this Agreement shall be cumulative and in addition to any other right or remedy given under this Agreement or existing at law or in equity or by statute. Waiver as to any particular default, or delay or omission in exercising any right or power accruing upon any default, shall not be construed as a waiver of any other or any subsequent default and shall not impair any such right or power.

#### 10. **Indemnification and Releases.**

A. Developer hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Property, due to any act of negligence or willful misconduct of any person, other than any act of negligence or willful misconduct on the part of any such indemnified party or its officers, employees or agents.

B. Except for any willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever, by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement), or (2) the acquisition and condition of the Property and the construction, installation, ownership, and operation of the Improvements, or (3) otherwise as a result of or in connection with the Project or Developer's failure to carry on or complete same.

C. The indemnification obligations under this Section shall include attorneys' fees and expenses incurred by any indemnified party. The provisions of this Section shall survive the expiration or termination of this Agreement.

11. **Materiality of Developer's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Developer to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Developer acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

12. **Performance by City.** Developer acknowledges and agrees that all of the obligations of City under this Agreement shall be subject to, and performed by City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with City's lawful authority. All covenants, stipulations, promises, agreements and obligations of City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any governing body member, officer, employee or agent of City in the individual capacity of such person.

13. **No Third-Party Beneficiaries.** No rights or privileges of any party hereto shall inure to the benefit of any contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, subcontractor, material supplier, or other person or entity shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

14. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, Attention: Mayor, with copies to the Community Planning and Development Director.

(b) if to Developer, at P.O. Box 2112, Waterloo, Iowa 50704.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, or (iii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid. A party may change the address for giving notice by any method set forth in this Section.

15. **No Joint Venture.** Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the City and Developer nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

16. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

17. **Severability; Reformation.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

18. **Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the parties hereto and their respective attorneys have contributed substantially and materially to the preparation of each and every provision of this Agreement.

19. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

20. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which, including signed counterparts delivered by facsimile or other electronic means, shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

22. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

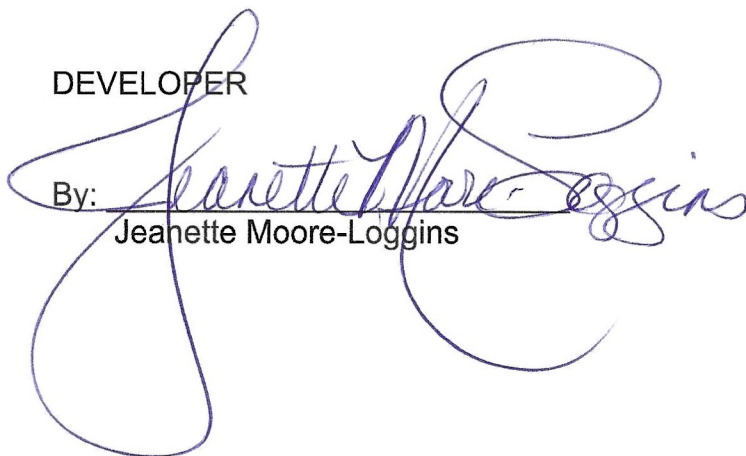
23. **Time of Essence.** Time is of the essence of this Agreement.

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

CITY OF WATERLOO, IOWA

DEVELOPER

By: \_\_\_\_\_  
David Boesen, Mayor

By:   
Jeahette Moore-Loggins

Attest: \_\_\_\_\_  
Kelley Felchle, City Clerk

EXHIBIT "A"

**Property Description**

Lots 11 and 12 in Subdivision of Block No. 3 North Addition, Waterloo, Black Hawk County, Iowa.



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

---

Steven Kjergaard, Director of Aviation  
Airport Department

### MEETING DATE

---

February 2, 2026

### AGENDA ITEM TITLE

---

Resolution approving a Professional Services Agreement with Miehle Commercial Real Estate of Waterloo, Iowa, with a retainer in the amount of \$1,000.00, in conjunction with the relocation of Hertz and Enterprise rental car operations to Waterloo Regional Airport, and authorizing the Mayor to execute said document.

### RECOMMENDED COUNCIL ACTION

---

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

---

The Airport Board has attempted to facilitate conversations with Hertz or Enterprise to return or relocate operations to the Waterloo Airport for several years, in order to provide more rental car options for passengers flying into ALO. Mr. Miehle believes he can achieve this goal.

### NEIGHBORHOOD IMPACT

---

### DATA, ANALYSIS, AND STRATEGIES

---

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

---

### COMMUNITY ENGAGEMENT METHODS

---

### SOURCE OF EXPENDITURES

---

### ALTERNATIVE ACTION

---

### LEGAL DESCRIPTION

---

## ATTACHMENTS

---

1. Miete Agreement

---

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective as of February 9, 2026.

BETWEEN:

Waterloo Regional Airport (the "Client"),

AND:

Miehe Commercial Real Estate (the "Consultant").

---

## 1. Objective and Scope of Services

- **Target Prospects:** The Consultant shall facilitate the relocation of Hertz and Enterprise operations to Waterloo Regional Airport (ALO).
- **Strategic Consolidation:** The goal is to center all national rental car activity at ALO, However, incremental transition of such services is acceptable.
- **Quick Turn Facility (QTF) Integration:** The Consultant shall include the utilization of the airport's QTF (wash/vacuum/refuel stations) as a core component of the relocation package to add operational value for the prospects.
- **CV Inventory Management:** The Consultant is authorized to present a strategy for the off-airport rental car activity and inventory, articulating how relocating operations to the airport will optimize fleet management and local market coverage.

## 2. Decision-Maker Criteria

To fulfill the requirements for the initial retainer, "direct contact" shall be defined as:

- Establishing verified communication with **Corporate Real Estate Directors, Regional Vice Presidents, or Portfolio Managers** for Hertz and Enterprise.
- The contacts must possess the authority to review site-specific data, approve Letters of Intent (LOI), and influence final lease execution.

## 3. Compensation and Milestones

The Client shall compensate the Consultant as follows:

- **Retainer Fee:** \$1,000 upon execution for securing contact with qualified corporate decision-makers.
- **LOI Incentive:** \$1,000 per accepted Letter of Intent (LOI) from either Hertz or Enterprise.
- **Lease Commission:** A 3% commission on total gross lease revenue (inclusive of counter space, parking, and QTF fees) for three- or five-year terms.

- **Third-Party Fees:** Any additional Tenant Representative brokerage fees are subject to separate approval by the Airport Board.

#### **4. Term and Termination**

- **Duration:** Effective from February 10, 2026, to February 9, 2027.
- **Renewal:** This agreement may be extended annually via written amendment.

---

#### **SIGNATURES**

WATERLOO REGIONAL AIRPORT/CITY OF WATERLOO: \_\_\_\_\_  
David Boesen, Mayor

Date: \_\_\_\_\_

MIEHE COMMERCIAL REAL ESTATE: \_\_\_\_\_

Date: \_\_\_\_\_

---

## COMPANY POLICY/AGENCY DISCLOSURE AND ACKNOWLEDGMENT

(To be signed by Seller/Buyer at or prior to the time specific assistance is first provided.)

When you enter into a discussion with a real estate licensee regarding a real estate transaction, you should from the outset understand who the licensee is representing in the transaction. More importantly, you should understand how that representation affects your relationship with the Company (the term "Company" hereinafter refers to the Real Estate Company and its Licensees). Below is a list of the representation options available from Miehe Commercial Real Estate (hereinafter referred to as the "Company") Licensee has "checked" the appropriate box(s) for each policy that applies to Company. The term "Seller" shall hereinafter refer to Seller, Landlord or Optionor. The term "Buyer" shall hereinafter refer to Buyer, Tenant or Optionee.

1. **SELLER EXCLUSIVE AGENCY:** When the Company/Licensee lists property for sale and the property is sold by a different real estate Company, it is the policy of the Company to represent the Seller(s) exclusively.
2. **BUYER EXCLUSIVE AGENCY:** When the Company/Licensee assists you in writing your purchase agreement and the property is listed with a different real estate company, it is the policy of the Company/Licensee to represent the Buyer(s) exclusively. If the Company/Licensee represents the Buyer(s) exclusively, the Company/Licensee may receive compensation for the transaction from the listing company pursuant to a cooperation agreement between the two Companies or may be compensated by the Buyer.
3. **SELF REPRESENTATION:** A person(s), partnership, or company (buying or selling) may represent themselves in a transaction. If a Buyer or Seller elects to represent themselves in a transaction, it is the policy of the Company/Licensee to treat that Buyer or Seller as a "Customer" and not as a "Client". "Customer" means a consumer of real estate services in connection with a real estate transaction who is not being represented by the licensee, but for whom the licensee may perform ministerial acts. A customer may be a client of another broker, may not have yet decided whether or not to be represented by any broker, or may have chosen not to be represented by any broker. "Client" is defined below under "Duties of a Real Estate Licensee to a Client".
4. **CONSENSUAL DUAL AGENCY:**
- A. When a real estate Company both lists and sells the property (the Listing Company and the Selling Company are the same company), it is the policy of the Company/Licensee to represent the Seller(s) and Buyer(s) as Consensual Dual Agent(s).
- B. A real estate Company/Licensee acting directly or through a licensee can legally be the Agent of both the Seller and the Buyer, but only with the knowledge and written consent of both parties. If a Buyer represented by a Company/Licensee wants detailed information about, or to see, a property of a Seller being represented by the same Company, the Company/Licensee shall make every reasonable effort to remain impartial to the parties. In these circumstances, Company/Licensee immediately becomes a Dual Agent. Seller and Buyer acknowledge that, prior to such circumstances, Company/Licensee acted as agent of the Seller and acted as agent of the Buyer. In those separate roles, Company/Licensee may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to Company/Licensee.
- Provisions that govern the actions of Company/Licensee:**
- i. Company/Licensee shall not knowingly say anything or do anything which might place one party at a disadvantage, disclose personal confidence of one party to the other party, including motivation to sell/buy, negotiating strategy, or any other information a party specifically instructs Company/Licensee in writing not to disclose, unless disclosure is required by law.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

- ii. Company/Licensee shall not, without prior express written consent of Seller, disclose to Buyer that Seller might accept a price less than the listing price, or accept terms less favorable to Seller than is indicated in the listing agreement, nor shall Company/Licensee, without the prior express written consent of Buyer, disclose to Seller that Buyer may be willing to pay a higher price, or accept terms less favorable to Buyer than those indicated in Buyer's last written offer.
- iii. Company/Licensee will endeavor to be impartial between the parties and shall not represent the interests of either Seller or Buyer to the detriment of the other party. Company/Licensee is obligated to inform each party of all facts Company/Licensee knows which would affect the party's decision to permit Company/Licensee to represent both Seller and Buyer.

Seller and Buyer are not required to consent to Dual Agency.

5. **APPOINTED AGENCY:**

- A. Appointed Seller Agency exists when Broker appoints an affiliated licensee, the listing agent, to act on Seller's behalf to the exclusion of all other affiliated licensees of Broker.
- B. Appointed Buyer Agency exists when Broker appoints an affiliated licensee, the selling agent, to act on Buyer's behalf to the exclusion of all other affiliated licensees of Broker.
- C. In the event an Appointed Licensee personally represents both Seller and Buyer in the same transaction, that Appointed Agency is considered to be a Consensual Dual Agent.

**ROLE OF BUYER AND SELLER IN CONSENSUAL DUAL AGENCY.** In a Dual Agency situation, Seller and Buyer acknowledge and agree they have the responsibility to negotiate and make their own decisions as to what terms are to be included in any agreement for the purchase and sale of Seller's property. Seller and Buyer also acknowledge they understand that Company/Licensee representing more than one party to a transaction can create a conflict of interest since both clients may rely upon Company/Licensee's advice, and the client's respective interests may be adverse to each other. Seller and Buyer understand they may seek independent legal counsel in order to assist them with any matter relating to a purchase agreement or any other aspect of this transaction. Seller and Buyer have the duty to protect their own interests and are advised by Company/Licensee to carefully read all documents to assure that they adequately express the parties' understanding of the transaction. If Seller or Buyer have questions regarding the duties and responsibilities of Company/Licensee, those questions should be resolved before signing this document.

**DUTIES OF A REAL ESTATE LICENSEE TO A CLIENT:** A client is a party to a transaction who has an agency relationship with a Company/Licensee for real estate services. A Company/Licensee providing real estate services to a client shall do all of the following:

- A. Place the client's interests ahead of the interests of any other party, unless loyalty to a client violates the Licensee's duties under the Consensual Dual Agency provision of the Iowa Code (such as with Appointed Agency or Consensual Dual Agency) or any other applicable law.
- B. Disclose to the client all information known by the Company/Licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through reasonably diligent inspection.
- C. Fulfill any obligation that is within the scope of this Company Policy/Agency Disclosure and Acknowledgment, except those obligations that are inconsistent with other duties that the Company/Licensee has under the provisions of the Iowa Code or any other law.
- D. Keep their client(s) confidential information confidential unless they have written permission to reveal.
- E. Diligently exercise reasonable skill and care in providing brokerage services.
- F. Disclose to a client any financial interests the Company/Licensee has in any business entity to which the Company/Licensee refers a client for any service or product related to the transaction. The client is not obligated to use any such recommended company and may select a different company.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller





## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Greg Ahlhelm, Building Official  
Building Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

An ordinance amending the City of Waterloo Code of Ordinances by amending Chapter 4, Plumbing Regulations, of Title 9, Building Regulations.

### RECOMMENDED COUNCIL ACTION

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

**Section 9-4-7:** Installation By Owner is amended by adding the following subsection:

If at any time during the permit or inspection process, the chief plumbing inspector determines the homeowner is unqualified to perform the plumbing work, the homeowner will be required to hire a licensed plumbing contractor to perform the plumbing work.

**Article A 2021 Plumbing Code** is amended by changing to 2024 Plumbing Code. **9-4A-1** Uniform Plumbing Code Adopted amended 2015 edition to 2024 edition.

**Section 715.1.2** is amended by removing any building or structure and replacing with the structure as well as adding or between PVC 23.5 and cast iron soil pipe and removing vitrified clay tile, truss pipe or concrete pipe.

**Section 603.22** Installation of Backflow Prevention Assemblies under line 10 updated section 302.17 to section 603.2.

Added section **1017.4 Fuel Gas Piping**. A fullway valve controlling outlets shall be installed on the discharge side of each gas meter and each unmetered gas supply. Gas piping supplying more than one building on one premise shall be equipped with a separate fullway valve to each building, so arranged that the gas supply can be turned on or off to an individual or separate building. Such shutoff valves shall be accessible and on the exterior of the structure. This shall apply to all new construction, re-pipe and gas shut off releases.

### NEIGHBORHOOD IMPACT

### DATA, ANALYSIS, AND STRATEGIES

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

**COMMUNITY ENGAGEMENT METHODS**

---

**SOURCE OF EXPENDITURES**

---

**ALTERNATIVE ACTION**

---

**LEGAL DESCRIPTION**

---

**ATTACHMENTS**

---

1. Full amended Plumbing Ordinance 2024

**CHAPTER 4  
PLUMBING REGULATIONS**

**SECTION:**

**9-4-1: Title**

**9-4-2: Application And Scope**

**9-4-3: Plumbing Inspector**

**9-4-4: Defective Work; Unsanitary Conditions**

**9-4-5: Maintenance And Repairs Of Double Or Multiple House Sewer Connections**

**9-4-6: Work Requiring Permit Or Approval**

**9-4-7: Installation By Owner**

**9-4-8: Notification For Inspection**

**9-4-9: Applicability To Existing Buildings**

**9-4-1: TITLE:**

This chapter shall be known as the *WATERLOO PLUMBING CODE* and may be so cited and may be referred to hereinafter as "the code" or "this code". (Ord. 5392, 3-20-2017; amd. Ord. 5673, 11-21-2022)

**9-4-2: APPLICATION AND SCOPE:**

The provisions of this chapter shall include and apply to all plumbing work, plumbing installations and plumbing equipment hereinafter installed, constructed, altered, serviced or repaired in, for or about any new, remodeled or relocated building or structure in the city. (Ord. 5392, 3-20-2017; amd. Ord. 5673, 11-21-2022)

**9-4-3: PLUMBING INSPECTOR:**

A. Appointment: The plumbing inspector shall be appointed by the mayor and city council after being tested by the civil service commission and upon recommendation by the building official, and shall work under the direction of the building official.

B. Qualifications:

1. The appointee shall be a licensed practical journeyman or master plumber with not less than ten (10) years' experience; shall possess a certificate of competency issued by the city or must submit to an examination of competency administered by the city board of

plumbing examiners; shall possess a valid driver's license; shall possess such executive ability and requisite for the performance of required duties; shall have thorough knowledge of the standard materials and methods used in the installation and maintenance of plumbing equipment; shall be well versed in improved methods of construction for safety to persons and property, the statutes of the state relating to sanitation and plumbing and any orders, rules and regulations issued by authority thereof and in the Uniform Plumbing Code.

2. The plumbing inspector shall hold a current journeyman plumber's license with the Iowa Department of Public Health division for licensing in the State of Iowa.

C. Powers And Duties:

1. The plumbing inspector is empowered to inspect any and all buildings or structures, public or private, and to, as herein provided, condemn, and order removed or remodeled and put into proper and safe condition all plumbing and plumbing related items for the protection of the public health, safety and welfare.

2. The plumbing inspector shall have power under the direction of the building official to exercise judgment in a reasonable and proper manner and rule accordingly on all special cases in regard to matters in this chapter or not specifically covered thereby.

3. The plumbing inspector shall keep records of sewer connections from city main(s) to the property line and from the property line to each building connected to city services.

4. The plumbing inspector shall be the code and administrative authority for the administration of the plumbing code of the city.

D. Right Of Entry: Whenever necessary to make an inspection to enforce any of the provisions of this plumbing code, or whenever the plumbing inspector or authorized representative has reasonable cause to believe that there exists in any building or upon any premises, any condition which makes such building or premises unsafe, the plumbing inspector or authorized representative may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon by this chapter, provided that if such building or premises be occupied, they shall first present proper credentials and demand entry; and if such building or premises be unoccupied, they shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the plumbing inspector or their authorized representative shall have recourse to every remedy by law to secure entry.

E. Unlawful Activities: It shall be unlawful for the plumbing inspector to engage in the business of the sales, installation or maintenance of plumbing equipment, either directly or indirectly, and the inspector shall have no financial interest in any concern engaged in such business in the city, at any time while holding office as herein provided for. (Ord. 5392, 3-20-2017; amd. Ord. 5673, 11-21-2022)

**9-4-4: DEFECTIVE WORK; UNSANITARY CONDITIONS:**

Whenever it shall come to the knowledge of the plumbing inspector that the plumbing in a building causes a nuisance or may cause disease, sickness, or otherwise becomes a hazard to health, it shall be the duty of said inspector to make an inspection of such plumbing and render a report to the proper party, setting forth the necessary repairs or alterations required to make such plumbing conform to this chapter. The inspector shall set a limit of time in which such repairs or alterations are to be made, and upon the refusal or neglect of the owner, agent, lessee or tenant to comply with said notice within the time stated, the plumbing inspector shall cause such repairs or alterations to be made and such nuisance abated and the expense of such work shall be taxed against such property and become a prior lien thereon; or the inspector may order the premises vacated and closed to further occupancy until such time as the required repairs or alterations have been made. (Ord. 5392, 3-20-2017; amd. Ord. 5673, 11-21-2022)

**9-4-5: MAINTENANCE AND REPAIRS OF DOUBLE OR MULTIPLE HOUSE SEWER CONNECTIONS:**

A. When it shall become necessary to make any repairs or to make any replacements or in the event of any cost of maintenance of a double or multiple house sewer between the main sewer and the lot line from which such multiple connections are extended, the owner of each structure, residence or building served by such double or multiple house sewer shall pay their proportionate share of the expenses of such repair, replacement or maintenance cost. Such double or multiple sewer shall be construed to mean from the branch opening where the individual sewers enter the double or multiple house sewer to the point of connection at the city sewer.

B. In the event the owner of each structure, residence or building served by such double or multiple house sewer shall fail to maintain or repair the same or to make any replacements in the same and to pay their proportionate share of expense incident thereto, the city shall have the power to order said replacements, repairs or maintenance, as the case may be, and the actual cost thereof shall be assessed against such property by certifying to the county auditor for collection as other special taxes. (Ord. 5392, 3-20-2017; amd. Ord. 5673, 11-21-2022)

#### **9-4-6: WORK REQUIRING PERMIT OR APPROVAL:**

No building or premises shall tap any water or sewer main or have installed any private building sewer, water service, private sewage disposal plant or private water system or have connections, extensions, replacements, removals or additions of any nature to the sanitary plumbing or water supply system or disconnection of any fixture or change in the plumbing system before notifying the plumbing inspector or his assistant and securing a permit or authority to proceed with the work. (Ord. 5392, 3-20-2017; amd. Ord. 5673, 11-21-2022)

#### **9-4-7: INSTALLATION BY OWNER:**

In cases where the owner/occupant desires to do plumbing work in the owner occupied residence, said owner shall make payment of required fees and a plumbing permit shall be issued. Said permit authorizes the owner only to do plumbing work in the dwelling or unit owned and occupied by said owner without licensing, certificate of insurance or help from other than family members. Said person performs all labor in connection therewith, has the necessary inspections made and complies with chapter requirements. (Ord. 5392, 3-20-2017; amd. Ord. 5673, 11-21-2022)

**If at any time during the permit or inspection process, the chief plumbing inspector determines the homeowner is unqualified to perform the plumbing work, the homeowner will be required to hire a licensed plumbing contractor to perform the plumbing work.**

#### **9-4-8: NOTIFICATION FOR INSPECTION:**

A. It shall be the duty of the permit holder to notify the inspector that his work is ready for inspection or test. All inspections require twenty four (24) hours' notice.

B. It shall be the duty of the permit holder to make sure the work will stand the test prescribed before giving notification.

C. If the inspector finds that the work will not stand a required test, or corrections are required, the plumber shall be required to notify the inspector when the necessary corrections are complete for re-inspection. If corrections are still required, the plumber shall make corrections, notify the inspector for re-inspection and pay a re-inspection fee.

D. If the inspector fails to appear within twenty four (24) hours, during normal working hours, of the time set for each inspection or test, the inspection or test shall be deemed to have been made; but the plumber doing the work shall be required to file an affidavit with the plumbing inspector that the work was installed in accordance with the ordinance and permit, and that it was free from defects and that the required test had been made and the system was found free from leaks. (Ord. 5392, 3-20-2017; amd. Ord. 5673, 11-21-2022)

**9-4-9: APPLICABILITY TO EXISTING BUILDINGS:**

If an existing building is damaged by fire or otherwise or altered in a manner to require the replacement of fifty percent (50%) or more of the structure as determined by the authority having jurisdiction, the entire building shall conform to this chapter's requirements for new buildings. (Ord. 5392, 3-20-2017; amd. Ord. 5673, 11-21-2022)

**ARTICLE A. ~~2021~~ 2024 PLUMBING CODE**

**SECTION:**

**9-4A-1: Uniform Plumbing Code Adopted**

**9-4A-2: Amendments**

**9-4A-3: Exhibits**

**9-4A-1: UNIFORM PLUMBING CODE ADOPTED:**

Except as hereinafter added to, deleted, modified or amended, there is hereby adopted as the plumbing code of the city, that certain plumbing code known as the Uniform Plumbing Code, ~~2021~~ 2024 edition, and any further regulations or requirements of the State Plumbing Code, and the provisions of said plumbing code shall be controlling in the construction and maintenance of plumbing and in all other matters covered by said plumbing code within the city. (Ord. 5392, 3-20-2017; amd. Ord. 5673, 11-21-2022)

**9-4A-2: AMENDMENTS:**

Section 106 is amended by adding sections as follows:

**106.1.1** Municipal Infraction.

**106.1.2** Any person, firm, or corporation failing to comply with or violating any of the terms or provisions of this ordinance shall be deemed guilty of a municipal infraction and upon conviction thereof, be punished accordingly.

**106.1.3** If any plumbing work, including construction or repair, is performed within the city contrary to the provisions of this ordinance, it shall be deemed a municipal infraction and in addition to penalties described, shall be corrected in accordance with this ordinance.

**106.1.4** The omission or failure to perform any act or duty required by this ordinance or the performing of any act which is prohibited or declared to be unlawful by this ordinance, an offense or a municipal infraction pursuant to this ordinance or the uniform plumbing

code, is punishable by a fine of up to two hundred dollars (\$200.00), for the first offense and up to four hundred dollars (\$400.00) for each subsequent offense.

**106.1.5 Fees**, is hereby repealed in its entirety; a new section 106.1.6 Fees, is hereby enacted in lieu thereof as follows:

**106.1.6 Fees.** All plumbing permit and inspection fees shall be established by resolution of the city council and paid prior to issuance of a permit or re-inspection.

Section 602 is amended by adding the following subsection:

**602.4.1** Yard hydrants to furnish water for human consumption are prohibited, unless it is an approved fixture.

Section 603, Specific Requirements for cross connection control is amended by adding the following subsections:

**603.1.2 Cross Connection Control-Containment Provisions.** The purpose is to safeguard potable water supplies by preventing backflow into public water systems.

**603.1.3 Definitions.** The following definitions shall apply to section 603.13 of the Waterloo Plumbing Code. For the purpose of this section, these definitions supersede definitions given elsewhere in this code.

1. **Administrative Authority.** For the purpose of this section, the administrative authority shall be the Waterloo Water Works and plumbing division of the City of Waterloo Building Inspection Department.

2. **Approved Backflow Prevention Assembly For Containment.** A backflow prevention assembly which is listed by the University Of Southern California- Foundation For Cross Connection Control And Hydraulic Research as having met the requirements of ANSI-AWWA standard C510-89, "Double Check Valve Backflow-Prevention Assemblies", or ANSI-AWWA standard C511-89, "Reduced-Pressure Principle Backflow-Prevention Assemblies" for containment. The listing shall include the limitations of use based on the degree of hazard. The backflow prevention assembly must also be listed by the International Association of Plumbing and Mechanical Officials.

3. **Approved Backflow Prevention Assembly For Containment In A Fire Protection System.** A backflow prevention assembly to be used in a fire protection system which meets the requirements of Factory Mutual Research Corporation (FM) and Underwriters Laboratory (UL), and the requirement of the fire code and the building code of the city, in addition to the requirements of paragraph a(3). Devices sized smaller than 2 1/2" which have not been listed by Underwriters Laboratory (UL) and tested by Factory Mutual

Research Corporation (FM) may be allowed if they meet the requirements of the fire code and the building code of the city.

4. **Auxiliary Water Supply.** Any water supply on or available to the premises other than the water purveyor's approved public water supply such as, but not limited to, a private well, pond or river.

5. **Containment.** A method of backflow prevention which requires the installation of a backflow prevention assembly at the water service entrance.

6. **Cross Connection.** Any actual or potential connection or arrangement, physical or otherwise, between a potable water supply system and any plumbing fixture or tank, receptacle, equipment or device, through which it may be possible for non-potable, used, unclean, polluted and contaminated water, or other substance, to enter into any part of such potable water system under any condition.

7. **Customer.** The owner, operator, or occupant of a building or property which has a water service from a public water system, or the owner or operator of a private water system which has a water service from a public water system.

8. **Degree of Hazard.** The rating of a cross connection or water service which indicates if it has the potential to cause contamination or pollution.

9. **Double Check Valve Backflow Prevention Assembly.** A backflow prevention device consisting of two independently acting internally loaded check valves, four properly located test cocks, and two isolation valves.

10. **High Hazard Cross Connection.** A high hazard cross connection is a cross connection which may cause an impairment of the quality of the potable water by creating an actual hazard to the public health, through poisoning or through the spread of disease by sewage, industrial fluids or waste.

11. **Isolation.** A method of backflow prevention in which a backflow prevention assembly is located at the cross connection rather than at the water service entrance.

12. **Low Hazard Cross Connection.** A low hazard cross connection is a cross connection which may cause an impairment of the quality of potable water to a degree which does adversely and unreasonably affect the aesthetic qualities of such potable waters for domestic use.

13. **Multiple-Family Residential Units.** A multiple family residential unit shall mean a building designed to be used as residential occupancy for multiple-family units, each having separate plumbing facilities and not more than two levels of occupancy.

14. Private Owned Customer Water System Piping. Water service line pipes and plumbing fixtures connected to the public water system of the city of Waterloo which are extended to the customer's property and into the customer's building for service to the customer, regulatory control of which is defined in the city plumbing code and Waterloo water works regulations.

15. Reduced Pressure Principle Backflow Prevention Assembly. A backflow prevention device consisting of two independently acting internally loaded check valves, a different pressure relief valve, four properly located test cocks and two isolation valves.

16. Registered Backflow Prevention Assembly Tester. A person who is registered by law to test or repair backflow prevention assemblies and report on the condition of those assemblies.

17. Thermal Expansion. Volumetric increase of water due to heating resulting in increased pressure in a closed system.

18. Water Service. Depending on the context, water service is the physical connection between a public water system and a customer's building, property or private water system, or the act of providing potable water to a customer.

#### **603.1.4 Administrative Authority.**

1. For the purpose of section 603.5.21.2 of the Waterloo Plumbing Code only, the administrative authority shall be the Waterloo Water Works and plumbing division of the City of Waterloo Building Inspection Department.

2. The administrative authority shall have the right to enter, with the consent of the customer, or upon the basis of an administrative warrant issued by a court of appropriate jurisdiction, any property to inspect for possible cross connections.

3. The administrative authority may approve training programs for backflow prevention assembly testers and register backflow prevention assembly testers who successfully complete an approved training program.

4. The administrative authority may collect fees for the administration of this program. Fees shall be established by resolution of the Waterloo City Council.

#### **603.1.5 New Water Service.**

1. Plans shall be submitted to the administrative authority to review on all new water services to determine size and degree of hazard.

2. The administrative authority shall determine if any type of backflow prevention assembly is required for containment based on the degree of hazard.

3. The administrative authority shall require, where necessary, the installation of the appropriate backflow prevention assembly for containment before the initiation of water service.

**603.1.6 Existing Water Services.**

1. Upgrades of existing water services shall be treated as new water services for the purpose of this section.

2. The administrative authority shall publish and make available to each customer a copy of the standards used to determine the degree of hazard.

3. After publication of the standards, the administrative authority shall notify customers whose premises are classified as single family residential or multiple family residential, having five units or less and not more than two levels of occupancy, of the provisions of this ordinance and compliance therewith.

4. Within six (6) months after publication of the standards, customers whose premises are not classified as single family residential shall complete and return to the administrative authority a cross connection hazard survey to be used to determine the type of containment device.

5. The administrative authority shall, on the basis of information received from customers or gathered through on-premises investigations or surveys, notify the customer that a method of backflow prevention is required. The customer shall prepare a written plan for review and approval by the administrative authority to install a device or devices for containment and/or isolation based on the degree of hazard.

6. Within the time frame specified in writing by the administrative authority, the customer shall install a backflow prevention assembly as approved by the administrative authority.

7. For existing water services, the administrative authority may inspect the premises to determine the degree of hazard. When the high hazard cross connections are found, the administrative authority shall, at its sole discretion:

7.1 Develop a schedule of compliance which the customer shall follow.

7.2 Terminate the water service until a backflow prevention assembly for containment required by the administrative authority has been installed.

8. Failure of the administrative authority to notify a customer that they are believed to have a high hazard cross connection and that they shall install backflow prevention assemblies for containment in no way relieves a customer of the responsibility to comply with all requirements of this section.

**603.1.7 Customer.**

1. The customer shall be responsible for ensuring that no cross connections exist without approved backflow protection within his or her premises starting at the point of service from the public potable water system.

2. The customer shall, at his or her own expense, cause installation, operation, testing and maintenance of the backflow prevention assemblies required by the administrative authority.

3. The customer shall ensure the administrative authority is provided with copies of records of the installation and of all tests and repairs made to the backflow prevention assembly on the approved form within fifteen (15) days after testing and/or repairs are completed.

4. In the event of a backflow incident, the customer shall immediately notify the local water supplier, the Waterloo Water Works.

**603.1.8 Required Backflow Prevention Assemblies For Containment - Water Services.**

1. An air gap or an approved reduced pressure principle backflow prevention assembly is required for water services having one or more cross connections which the administrative authority classifies as high hazard.

2. An approved double check valve assembly is required for water services having no high hazard cross connections but having one or more cross connections which the administrative authority has classified as low hazard.

3. Every water service which is required to install a backflow prevention assembly at point of entry will be required to follow section 603.4 of the uniform plumbing code at time of installation.

4. Exception. Residential - single family dwelling to be done by isolation unless specified by administrative authority.

**603.1.9 Required Backflow Prevention Assemblies For Containment - Fire Protection Systems.**

1. A reduced pressure principle backflow prevention assembly shall be installed on all new and existing fire protection systems which the administrative authority determines to have any of the following.

1.1 Direct connections from public water mains with an auxiliary water supply on or available to the premises for pumper connection.

1.2 Interconnections with auxiliary supplies such as reservoirs, rivers, ponds, wells, mills or other industrial water systems.

1.3 Use of antifreezes or other additives in the fire protection system.

1.4 Combined industrial or domestic with high hazard and fire protection systems supplied from the public water mains only, with or without gravity storage or pump suction tanks.

1.5 Any other facility, connection, or condition which may cause contamination.

2. A double check valve assembly shall be required for all other fire protection systems. The double check valve shall be required on all new systems at the time of installation and on existing systems at the time that they are upgraded.

3. Submittal of proposed backflow prevention devices to the administrative authority does not relieve the designer or sprinkler contractor of the responsibility of submitting plans, including backflow prevention devices, to the fire marshal for approval.

**603.2** Registration of Backflow Prevention Assembly Tester. A backflow prevention assembly tester registered by the state of Iowa shall include his or her registration number on all correspondence and forms required by or associated with this ordinance.

**603.2.1** Registered Backflow Prevention Assembly Tester Noncompliance.

1. The registration of a tester may be revoked or suspended, for a period of up to two years, for noncompliance with this ordinance.

2. Any of the following conditions constitute noncompliance:

2.1 Improper testing or repair or backflow prevention assemblies.

2.2 Improper reporting of the results of testing or of repairs made to backflow prevention assemblies.

2.3 Failure to meet registration requirements.

2.4 Related unethical practices.

### **603.2.2 Installation of Backflow Prevention Assemblies.**

1. Installation of backflow prevention assemblies shall be made by a licensed and bonded plumbing contractor of the city of Waterloo with proper permits.
2. The required backflow prevention assemblies for containment shall be installed in horizontal plumbing immediately following the meter or as close to that location as deemed practical by the administrative authority. In any case, it shall be located upstream from any branch piping. Installation at this point does not eliminate the responsibilities of the customer to protect the water supply system from containment or pollution between the backflow prevention assembly and the water main.
3. Reduced pressure principle backflow prevention assemblies shall be installed so as to be protected from flooding.
4. Reduced pressure principle backflow prevention assemblies shall not be installed in underground vaults or pits.
5. All backflow prevention assemblies shall be protected from freezing. Those devices used for seasonal services may be removed in lieu of being protected from freezing; however, the devices must be reinstalled and tested by a registered backflow prevention assembly tester prior to service being reactivated.
6. If hot water is used within the water system, thermal expansion shall be provided for when installing a backflow prevention assembly for containment.
7. Provisions shall be made to convey the discharge of water from reduced, pressure principle backflow prevention assemblies, to a suitable drain.
8. No backflow prevention assemblies shall be installed in a place where it would create a safety hazard, such as but not limited to over an electrical panel or above ceiling level.
9. If interruption of water service during testing and repair of backflow prevention assemblies for containment is unacceptable to the customer, another backflow prevention assembly, sized to handle the temporary water flow need during the time of test or repair, should be installed in parallel piping.
10. All backflow prevention assemblies shall be installed so that they are accessible for testing as stated in section ~~603.17~~ 603.2 of the uniform plumbing code.
11. All shut-off valves conform with the current edition of the Manual Of Cross Connection Control (University Of Southern California) requirements for either ball or resilient seat gate valves at the time of installation. Ball valves shall be used on assemblies

installed in piping two inches and smaller and resilient seat gate valves on assemblies installed in piping larger than two inches.

### **603.2.3 Testing Of Backflow Prevention Assemblies.**

1. Testing of backflow prevention assemblies shall be performed by a registered backflow prevention assembly tester. The costs of tests required in the following paragraphs 2 through 5 shall be borne by the customer.

2. Backflow prevention assemblies shall be tested upon installation, and tested and inspected at least annually.

3. Backflow prevention assemblies which are in place, but have been out of operation for more than three months, shall be tested before being put back into operation. Backflow prevention assemblies used in seasonal applications shall be tested before being put into operation each season.

4. Any backflow prevention assembly which fails a periodic test shall be repaired or replaced. When water service has been terminated for noncompliance, the backflow prevention assembly shall be repaired or replaced prior to the resumption of water service. Backflow prevention assemblies shall be retested by a registered backflow prevention assembly tester immediately after repair or replacement.

5. The administrative authority may require backflow prevention assemblies to be tested at any time in addition to the annual testing requirement.

6. The registered backflow prevention assembly tester shall report the successful test of a backflow prevention assembly to the customer and to the administrative authority on the form provided by the administrative authority within fifteen (15) days of the test.

7. The administrative authority may require, at its own cost, additional tests of individual backflow prevention assemblies as it shall deem necessary to verify test procedures and results.

### **603.2.4 Repair of Backflow Prevention Assemblies.**

1. All repairs to backflow prevention assemblies shall be performed by registered backflow prevention assembly testers.

2. The registered backflow prevention assembly tester shall not change the design, material, or operational characteristics of a backflow prevention assembly during repair or maintenance and shall use only original manufacturer replacements parts.

3. The registered backflow prevention assembly tester shall report the repair of a backflow prevention assembly to the customer and to the administrative authority on the form provided by the administrative authority within fifteen (15) days of the repair. The report shall include the list of materials or replacement parts used.

4. Any time fire services are discontinued for a period of time longer than necessary to test the device the tester is required to notify the fire marshal's office that the fire services are shut off for repairs.

**603.2.5 Customer Noncompliance.** The water service may be discontinued in the case of noncompliance with the Waterloo Plumbing Code. Noncompliance includes but is not limited to the following:

1. Refusal to allow the administrative authority access to the property to inspect for cross connections.

2. Removal of a backflow prevention assembly which has been required by the administrative authority.

3. Bypassing of a backflow prevention assembly which has been required by the administrative authority.

4. Providing inadequate backflow prevention when cross connections exist.

5. Failure to install a backflow assembly which has been required by the administrative authority.

6. Failure to test and/or properly repair a backflow prevention assembly as required by the administrative authority.

Table 604.1 is hereby repealed in its entirety and replaced with the following:

**604.1.2** Materials for water service piping shall be of lead-free brass, copper, ductile iron, or other materials approved by the administrative authority. All materials used in water supply systems except valves and similar devices shall be of like material, except when otherwise approved by administrative authority. Copper tube, when used underground, shall have a weight of not less than copper water tube type K.

#### **INSTALLATION STANDARD FOR NON-METALLIC PLASTIC WATER SERVICE PIPE - PE & PEX**

I All water service pipes through 2" shall be type K copper, red brass, PE or PEX pipe.

II PE or PEX SDR 9 200 PSI can be used for ¾" - 2" water service installations as follows:

- If PE or PEX pipe is used, it shall be installed all the way from the stop box to meter.

- PE or PEX pipe shall not be used for repairs or partial replacements. Intermixing of materials shall not be allowed.

Type K copper is required from the tap to the stop box for all new water services in new developments and all other instances where water service is stubbed to the stop box. Copper can also be used from the stop box to the meters inside the premise on any service line through 2".

III PE or PEX pipe shall be installed in casing or bedded with approved backfill material. The minimum requirements for casing shall be SCH-40 or SDR-23.5 sized to accommodate the service line and tracer wire. Backfill shall be manufactured sand, river sand, or 1/2" pea gravel placed a minimum of 3" below and 4" above the pipe unless approved by administrative authority.

IV Splicing of PE or PEX pipe between stop box and meter inside the building is **discouraged and will only be approved under special circumstances.**

V PE or PEX pipe may not be used within 500' of a Leaking Underground Storage Tank or in other areas where the soil may be contaminated. You can access IDNR records.

VI Tracer wire shall be required when PE or PEX pipe is used. Tracer wire shall be #12 solid single strand copper wire with 45 mil linear low-density polyethylene insulation suitable for direct bury. Insulation shall be blue in color. When conduit is used the tracer wire shall be placed inside the conduit. When conduit is not used tracer wire shall be installed alongside the pipe and shall be fastened to pipe with zip ties, a minimum of every 5 feet. Tracer wire shall terminate above-ground and be accessible.

VII Joint methods for attaching PEX pipe to fittings shall meet AWWA C 904 Standards and ASTM F1960, F2080, or F1807 Specifications. Fittings shall be installed in accordance with PE or PEX Pipe Manufactures Installation Guidelines and related plumbing codes.

VIII Intermixing of approved material shall not be allowed.

**604.1.3** Joints and fittings for underground water service piping must be lead-free compression or threaded brass. Fittings must meet A.W.W.A. (American Water Works Association) and Waterloo Water Works standards. All fittings shall maintain an effective grounding path from the meter to the main. Rubber compression fittings will not be allowed.

**604.1.4** Materials for water distribution, pipes, and tubing shall be of lead-free brass, copper, ductile iron, stainless steel, or PEX water pipe. PEX water pipe, tubing, and fittings, manufactured to recognized standards may be used for hot and cold water distribution systems within a building. All materials used in the water supply system, except valves and

similar devices shall be of a like material, except where otherwise approved by the administrative authority. Copper tube used underground shall have a weight of not less than copper water tube type K and aboveground shall be a weight of not less than copper water tube type L.

**604.1.5** Approved PEX water pipe may be used in water distribution piping except where existing metallic water distribution piping is used for electrical grounding purposes, replacement piping therefore shall be of metallic and PEX will not be allowed.

Exception: Where a grounding system, acceptable to the administrative authority is installed, inspected and approved, metallic pipe may be replaced with approved PEX pipe.

**604.1.6** PEX. Cross-linked polyethylene (PEX) tubing shall be marked with the appropriate standard designation(s) listed in table 14-1 for which the tubing has been listed or approved. PEX tubing shall be installed in compliance with the provisions of this section.

**604.1.7** Licensed installers, employed by licensed plumbing contractors, shall be appropriately certified by the manufacturer or other approved training agency prior to commencing any PEX tubing installation.

713.4 is amended by adding the following subsection:

**713.4.1** Public Systems Available. A public water supply system and/or public sewer system shall be deemed available to premises if such premises are within two hundred (200) feet, measured along a street, alley, or easement, of the public water supply or sewer system and a connection conforming to the standards set forth in this code shall be made thereto.

Section 715 is amended by adding the following subsection:

**715.1 .1** The building sewer, beginning two (2) feet from any building or structure, shall be schedule 40 PVC, PVC SDR 23.5, cast iron soil pipe, vitrified clay tile, truss pipe or concrete pipe.

**715.1 .2** For a new building or structure, the building sewer, beginning two (2) feet from ~~any building or structure~~ the structure, shall be SCH 40 PVC, PVC SDR 23.5 or cast iron soil pipe ~~vitrified clay tile, truss pipe or concrete pipe~~ to the sewer main.

Section 717 is hereby amended by adding the following subsection:

Section 717 is hereby amended by adding the following subsection:

**717.1.1** Size Of Building Sewers. The minimum size of any building sewer shall be determined on the basis of the total number of fixture units drained by such sewer, in

accordance with table 7-8. No building sewer shall be smaller than the building drain. Minimum size of a building sewer is four (4) inches.

Section 906 is amended by repealing subsection 906.7 in its entirety; and by enacting in lieu thereof a new subsection 906.7 as follows:

**906.7 Frost or Snow Closure.** Where frost or snow closure is likely to occur, vent terminals shall be minimum three inches (3") in diameter but in no case smaller than the required pipe. The change in diameter shall be made inside the building at least one (1) foot below the roof and terminate not less than 12 inches above roof.

Section 1007, is amended by repealing subsection 1007.1 and enacting a new subsection 1007.1 to read as follows:

**1007.1 Trap Seal Protection.** All automatic floor drain primers or trap seal valves are prohibited.

Section 1009, is hereby repealed in its entirety and a new section 1009 is hereby enacted in lieu thereof as follows:

**1009 Industrial Interceptors (Clarifiers) and Separators.**

**1009.1** Drainage from commercial garages, gasoline filling stations, dry cleaning establishments, oil extraction plants, and other industries where oils or solvents are used, is likely to contain inflammable compound, which shall therefore be intercepted before discharging into the city sewer. The interceptor shall have a capacity sufficient to separate the oil, grease, or other inflammable compound and shall be so located and constructed to prevent fire or explosion. Drainage from commercial garages and oil stations where automobile wash racks are installed is also likely to contain mud and sand, which shall be separated from the wastes before discharging into the city sanitary sewer. Hence, the interceptor for these wastes shall afford sufficient capacity for both separating the oils and grease by flotation and the sand and mud by settling.

**1009.2** For drainage from commercial garages or other places where wastes are likely to contain sand, mud, or other solid material in addition to oil, grease, or other inflammable compounds, a minimum capacity of 50 cubic feet, with a minimum effective depth of 3 feet, shall be provided and a vent and manhole with tightly fitting cover shall be installed.

**1009.3** All interceptors shall be cleaned periodically.

**1009.4** Subsections 1009.1 through 1009.5 of this section shall apply except for manufactured or prefabricated concrete interceptors that comply with approved applicable standards. See "Exhibit A. Commercial Mud Trap" 39.

**1009.5** For details, see diagram marked "Exhibit B. Mud Trap Or Inflammable Waste Interceptors" 1.

Subsection 1017.3 is hereby repealed in its entirety and a new subsection 1017.3 is hereby enacted as follows:

**1017.3** Residential Garage Interceptor. If a drain is installed in a residential garage, an interceptor shall be required. See "Exhibit D. Residential Garage Interceptor".

(Ord. 5392, 3-20-2017; amd. Ord. 5673, 11-21-2022; Ord. 5748, 2-5-2024)

**1017.4** Fuel Gas Piping. A fullway valve controlling outlets shall be installed on the discharge side of each gas meter and each unmetered gas supply. Gas piping supplying more than one building on one premise shall be equipped with a separate fullway valve to each building, so arranged that the gas supply can be turned on or off to an individual or separate building. Such shutoff valves shall be accessible and on the exterior of the structure. This shall apply to all new construction, re-pipe and gas shut off releases.

**9-4A-3: EXHIBITS:**

Exhibit "A"

The following drawing is an approved type of manufactured or prefabricated concrete interceptor.

Mud trap sidewalls and floor are reinforced with #3 rebar; sidewalls and the compartment divider are 2 1/2" thick; the floor of the mud trap is 3".

The lid is reinforced with over 20' of #4 rebar, and is 5" thick.

Capacity of the mud trap is a nominal 625 gallons; if capacity is calculated at a conservative 500 gallons, the volume of the inlet compartment is still .9 cubic yards, and the outflow compartment has a volume of 1.8 cubic yards.

### MUD TRAP OR INFLAMMABLE WASTE INTERCEPTOR

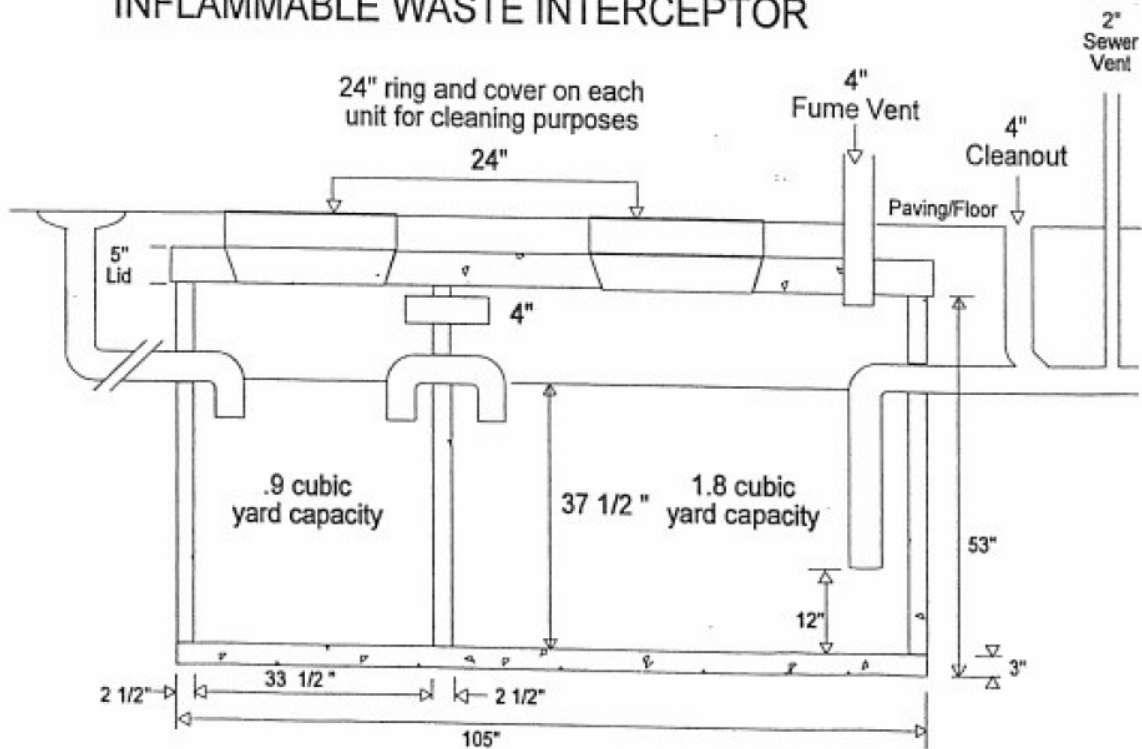
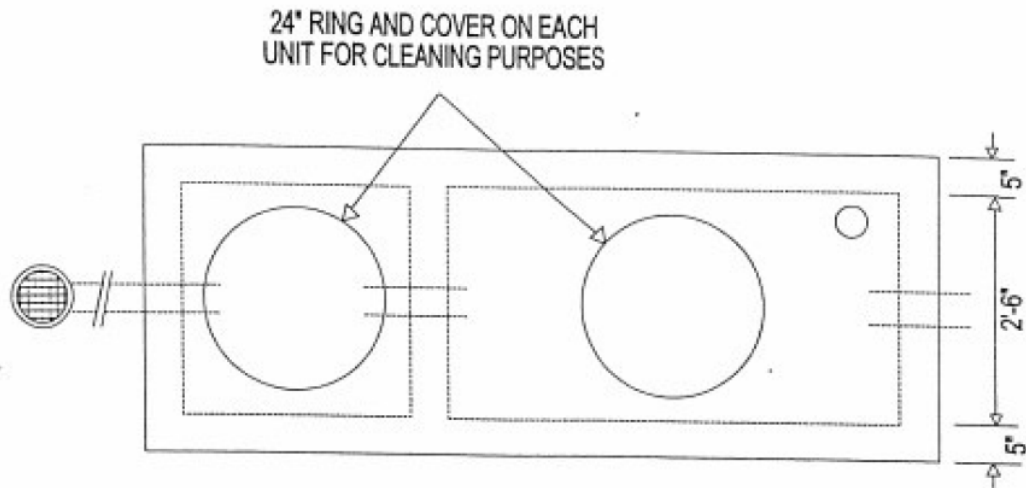
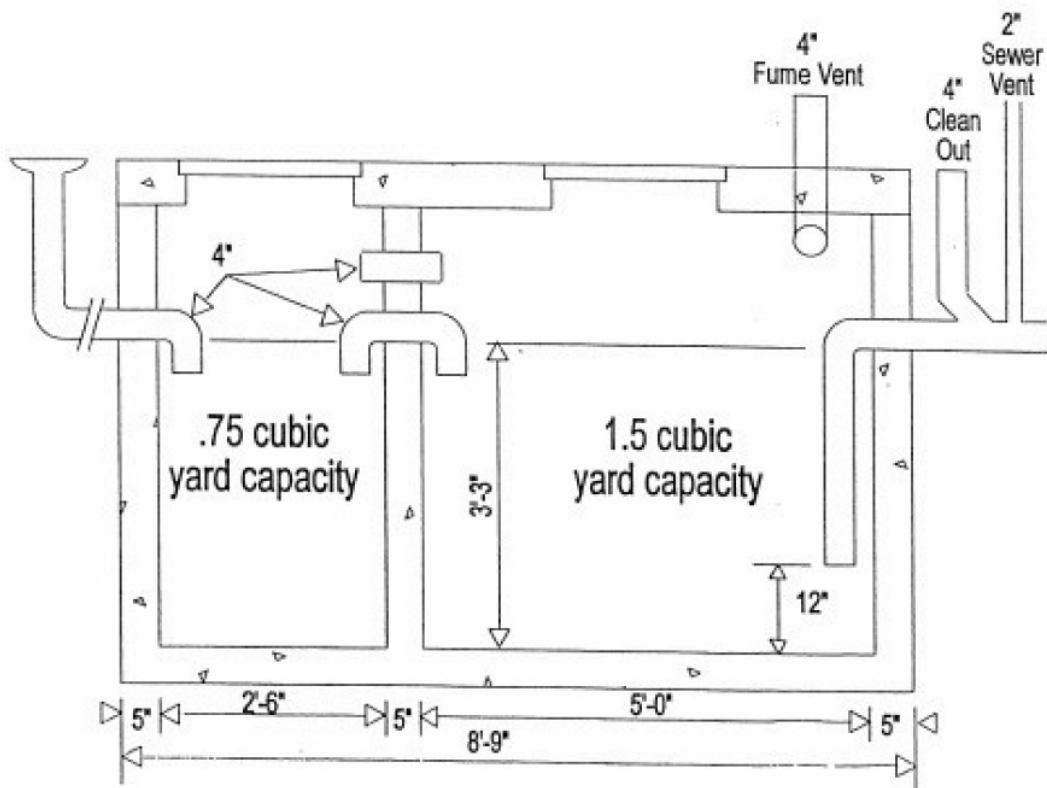


Exhibit 'B'



MUD TRAP OR  
INFLAMMABLE WASTE INTERCEPTOR

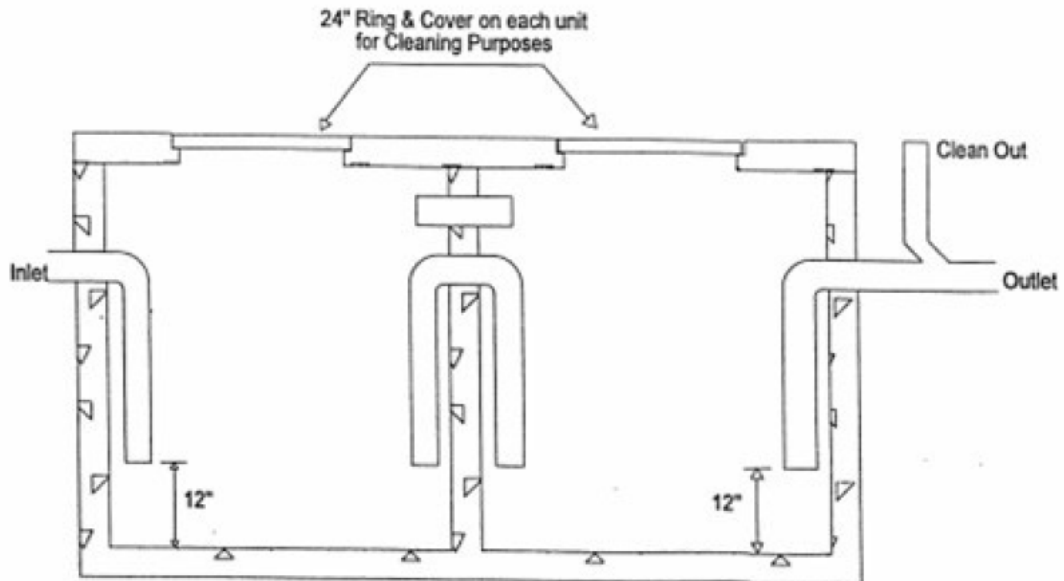


Note: Dimensions shown are suggested only. Alternate dimensions for compartments may be used to maintain the same proportion.

Exhibit "C"

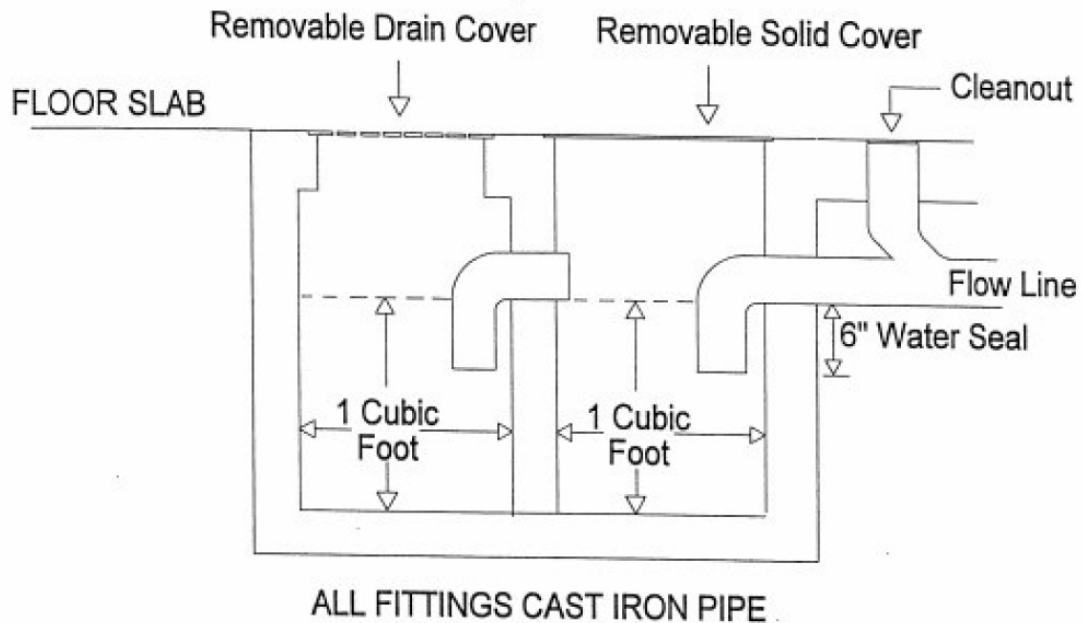
RECOMMENDED COMMERCIAL KITCHEN GREASE INTERCEPTOR

The Waterloo Plumbing Code requires that these interceptors be not less than two compartments with fittings designed for grease retention. The inlet, outlet, and compartment fitting should be of the elbow type design with the vertical leg extending to within 12 inches of the interceptor floor. The fittings shall not be less than 4 inches or the size of the building sewer, whichever is greater. A clean out is required on the outlet line, outside the tank.



## EXHIBIT "D"

The drawing below is the recommended method of installing a drain in a residential garage. No dimensions are shown, just the required 1 cubic foot per each compartment. Also the outlet of such a drain must be vented.



(Ord. 5673, 11-21-2022)

### ARTICLE B. PLUMBING BOARD FOR LICENSING AND APPEALS

SECTION:

**9-4B-1: Board Established; Composition**

**9-4B-2: Appointment; Terms**

**9-4B-3: Quorum**

**9-4B-4: Duties**

#### **9-4B-1: BOARD ESTABLISHED; COMPOSITION:**

A. Establishment Of Board: There is hereby established a plumbing board for appeals hereinafter referred to as the board, with authority and responsibility as follows:

1. To act as a board of appeals as provided in the Waterloo plumbing code.
2. To periodically review the provisions of the Waterloo plumbing code and make recommendations to the city council for improving and updating said document.

B. Composition Of Board: The board shall consist of five (5) members, all of whose place of business, residence, or work is located in the city. All members shall be qualified by experience and training to pass judgment upon matters pertaining to the installation of plumbing. The membership shall be as follows: two (2) licensed master plumbers, one licensed journeyman plumber, one registered professional mechanical engineer, and one member at large, with no one company or interest being represented by more than one member of the board. The city plumbing inspector or their designee shall act as secretary to the board. (Ord. 5392, 3-20-2017; amd. Ord. 5673, 11-21-2022)

#### **9-4B-2: APPOINTMENT; TERMS:**

A. Appointment: The mayor with the approval of the city council shall appoint the members of the plumbing board for licensing and appeals.

B. Terms: After the initial appointment of the board, the terms of the members shall be for three (3) years except that the initial terms shall be so arranged and staggered that the terms of no more than two (2) members shall expire on December 31 of any one year. A vacancy within any term shall be filled by appointment of the mayor with the approval of the city council for the unexpired portion of that term only. Each member can serve a total of two (2) three (3) year terms.

C. Compensation: The members of the board shall serve without compensation.

D. Organization: The board shall designate a member as chair and shall adopt reasonable rules for conducting its investigations and proceedings, and shall render all decisions and findings in writing to the building official with a duplicate copy to the appellant and may recommend to the city council new legislation as is consistent therewith. (Ord. 5392, 3-20-2017; amd. Ord. 5673, 11-21-2022)

#### **9-4B-3: QUORUM:**

Three (3) members of the board shall constitute a quorum for the transaction of business, provided that a decision on a matter relating to a specific license shall not be valid unless decided in the presence of a board member who holds a similar valid license. Any vote

taken for the purpose of suspending or revoking a contractor's license shall require a majority vote of all members of the board. (Ord. 5392, 3-20-2017; amd. Ord. 5673, 11-21-2022)

**9-4B-4: DUTIES:**

The plumbing board for appeals shall receive applications for appeals based on a claim that the true intent of this code has been incorrectly interpreted, the provisions of the code do not fully apply, or an equally good or better form of compliance with the code is proposed. The board shall have no authority to waive requirements of this code. The plumbing board for licensing and appeals shall also act as the Black Hawk County Plumbing Board for appeals, as permitted by Black Hawk County Ordinance 46, the Black Hawk County Plumbing Code. (Ord. 5392, 3-20-2017; amd. Ord. 5673, 11-21-2022)

**ARTICLE C. PLUMBING CONTRACTORS**

**SECTION:**

**9-4C-1: Classification Of Plumbers**

**9-4C-2: Pipe Layer Business (Contractor's) License**

**9-4C-3: Pipe Layer's Certificate Of Insurance**

**9-4C-4: Conditions Of License**

**9-4C-5: Persons Authorized And Reporting**

**9-4C-6: Revocation Of Licenses**

**9-4C-1: CLASSIFICATION OF PLUMBERS:**

A. Pipe Layer:

1. Definition: "Pipe layer" shall mean a person who installs, lays, repairs, removes or caps off sanitary sewer pipe between the public sanitary sewer main in the street or easement and a point two feet (2') outside the foundation wall of a building or structure.

2. Qualifications: A pipe layer shall be qualified in the principles of the hydraulics of liquids in sewer pipes and related matters and shall be familiar with the pertinent provisions of the Waterloo plumbing code and the rules and regulations of the local and state boards of health as such provisions, rules and regulations pertain to sewers and sewer service pipes.

3. Licensing: Any person desiring to be licensed as a pipe layer shall make application to the building department on forms furnished by said department accompanied by a fee.

Upon receipt of the application and fee, the building department shall schedule the administration of a test prescribed by the plumbing board. If the applicant obtains a passing score he shall be issued a pipe layer's license upon the payment of an additional fee of fifty dollars (\$50.00) the first year. The renewal fee will be twenty five dollars (\$25.00) per year.

4. Authorized Work: A pipe layer's license shall not be construed as license or permit to do plumbing work as a state licensed plumber in the city as defined in this chapter. Except for the installation, laying, removing, repairing or capping off of sewer between public main and a point two feet (2') outside building, every pipe layer shall be hereby prohibited from doing any plumbing work within the city unless he is licensed as a plumber by the state in conformance with the provisions of the Waterloo plumbing code, as amended.

5. Pipe Laying: No person shall engage in the construction, reconstruction, laying, alteration, repair, removal or capping off of a sanitary sewer between public main and a point two feet (2') outside building in the city without first having obtained a state plumber's license or a Waterloo pipe layer's license, along with an approved certificate of insurance on file with the city and having obtained a plumbing permit for sewer installation from the building department as required by this chapter. (Ord. 5392, 3-20-2017; amd. Ord. 5673, 11-21-2022)

#### **9-4C-2: PIPE LAYER BUSINESS (CONTRACTOR'S) LICENSE:**

Applicants who have met the requirements of the board and upon payment of a fee of two hundred dollars (\$200.00) for the first year and having in place a certificate of insurance as herein provided for, issue to such applicant a pipe layer business (contractor's) license in the name of the city of Waterloo, by the plumbing inspector. Renewal license fee will be one hundred dollars (\$100.00) per year.

It shall be unlawful for any person to install, erect, alter, repair, service, reset, replace thereto, as defined in the plumbing code, unless said person or some member of such firm or corporation shall first have obtained a state plumbing contractor license or pipe layer business (contractor's) license or unless such person, firm or corporation has regularly and steadily in his employ a holder of such a license, who shall be the authorized representative of the person, firm or corporation in all matters pertaining to this chapter. The authorized representative who is the holder of a state plumbing contractor license or pipe layer business (contractor's) license may not apply for permits for more than one person, firm, or corporation and the permit shall apply only to the type of work pertaining to the specific license possessed by the license holder. (Ord. 5392, 3-20-2017; amd. Ord. 5673, 11-21-2022)

### **9-4C-3: PIPE LAYER'S CERTIFICATE OF INSURANCE:**

A pipe layer's application shall be filed with the building official (or a specified intergovernmental agency if so designated by the building official) accompanied by a certificate of insurance written by a company authorized to transact business in the state, in limits of not less than three hundred thousand dollars (\$300,000.00) combined single limit to any person and one hundred thousand dollars (\$100,000.00) property damage; said certificate to be written on a standard form and carrying an endorsement naming the city and its employees (or the intergovernmental agency designated by the building official) as additional insureds as its interest may appear and conditioned upon the faithful performance of all duties required of such contractor by any ordinances, rules and regulations of the city. It shall be a further condition of said certificate of insurance that the obligator will hold the city (through the specified intergovernmental agency if so designated) harmless from any and all damages sustained by reason of neglect or incompetency on the part of such contractor, his agents or employees in the performance of the work done under a license or permit issued upon the filing of said certificate.

Said certificate of insurance shall be issued by December 31 of each year, and shall be filed on or before said date for each subsequent year and shall be in continuous full force and effect. That it is the intent and purpose of said certificate of insurance to also bind the individual, company, firm, association or partnership, whether it be a trade name, corporation, or other business association or arrangement with which the principal is associated.

Homeowners working on their principal residence shall be exempt from filing said certificate. (Ord. 5392, 3-20-2017; amd. Ord. 5673, 11-21-2022)

### **9-4C-4: CONDITIONS OF LICENSE:**

Any license not renewed prior to December 31 shall expire thirty (30) calendar days thereafter, and shall be renewed upon payment of a double fee. (Ord. 5392, 3-20-2017; amd. Ord. 5673, 11-21-2022)

### **9-4C-5: PERSONS AUTHORIZED AND REPORTING:**

A. Must Be Licensed: No person other than those holding a state plumbing contractor license or pipe layer's license issued by the city of Waterloo, shall not tap any water or sewer mains, nor install any private building sewer, water service, private sewage disposal plant or private water system; nor shall they make any connections, extension, replacement, removals or additions of any nature to the sanitary plumbing or water supply system or disconnect any fixture or change the sanitary or water pipe arrangement.

B. Exceptions: Those persons who perform the function of water softener installers only, and who do not perform any other plumbing work, may install water softeners only; provided, that said person obtains the proper permits, prior to any work performed, has in place insurance as by this chapter provided, requests and has inspected by the plumbing inspector any installations, and pays any and all inspection fees. (Ord. 5392, 3-20-2017; amd. Ord. 5673, 11-21-2022)

**9-4C-6: REVOCATION OF LICENSES:**

A pipe layer's license or a state plumbing contractor license may be revoked for cause by the board, after a hearing by said board, upon a written notice served upon the person in whose name said license is issued, not less than ten (10) days prior to the date of hearing, stating the time and place thereof and the grounds for such hearing. (Ord. 5392, 3-20-2017; amd. Ord. 5673, 11-21-2022)



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

---

Greg Ahlhelm, Building Official  
Building Department

### MEETING DATE

---

February 2, 2026

### AGENDA ITEM TITLE

---

An ordinance Amending the City of Waterloo Code of Ordinances by amending Chapter 3, Electrical Regulations, of Title 9 Building Regulations.

### RECOMMENDED COUNCIL ACTION

---

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

---

Updating and amending Chapter 3 Electrical Regulations of Title 9 Building Regulations to match state code. Please see red line items for all changes made.

### NEIGHBORHOOD IMPACT

---

### DATA, ANALYSIS, AND STRATEGIES

---

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

---

### COMMUNITY ENGAGEMENT METHODS

---

### SOURCE OF EXPENDITURES

---

### ALTERNATIVE ACTION

---

### LEGAL DESCRIPTION

---

### ATTACHMENTS

---

1. Full amended Electrical ordinance 2023

## CHAPTER 3 ELECTRICAL REGULATIONS

### SECTION:

**9-3-1: Title**

**9-3-2: Purpose And Scope**

**9-3-3: Definitions**

**9-3-4: Rules Of Construction**

**9-3-5: National Electrical Code Adoption**

**9-3-6: National Electrical Code Amendments**

**9-3-7: 2017 NEC Annex H Amendments**

**9-3-8: Penalty; Abatement Of Violations**

**9-3-9: Applicability Of Chapter To Existing Buildings**

**9-3-10: Moved Buildings**

**9-3-11: Disclaimer**

**9-3-12: Liability Of Electrical Inspector**

**9-3-13: Reserved**

**9-3-14: Unlawful Connections**

**9-3-15: Inspection Of Wiring Required Prior To Installation Of Meter**

**9-3-16: Alteration Of Identification Or Rating Markings**

**9-3-17: Conflict Of Interest**

### **9-3-1: TITLE:**

This chapter shall be known as the *WATERLOO ELECTRICAL CODE*, may be so cited and may be referred to hereinafter as the "code". (Ord. 5392, 3-20-2017)

### **9-3-2: PURPOSE AND SCOPE:**

It is the purpose of this chapter to adopt an Electrical Code by reference, including provisions for the inspection and regulation of electrical installation, issuance of permits,

the collection of fees, and to provide penalties for violations of this chapter in order to protect the public health, safety, and welfare.

The provisions of this chapter shall apply to and govern all uses, installations, alterations, repairs, removals, renewals, replacements, connections, disconnections, and maintenance of all electrical equipment within the City of Waterloo, Iowa. (Ord. 5392, 3-20-2017)

### **9-3-3: DEFINITIONS:**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**APPEAL BOARD:** The Board created in section [9-3-7](#) of this chapter.

**APPROVED BY THE ELECTRICAL INSPECTOR:** Found by the inspector to comply with the requirements of this chapter and, in the absence of such requirements, found by the inspector to be safe in respect to life and property as measured by the standards established in this chapter and the National Electrical Code and National Fire Protection Association standards.

**ELECTRICAL CONTRACTING:** Undertaking, or offering to undertake, the planning and installation of electrical systems and equipment and the employment, management, supervision and control of electricians and apprentice electricians doing electrical work.

**ELECTRICAL CONTRACTOR:** Any person responsible for the activity of planning, or supervising electricians and apprentices doing electrical wiring, work, or equipment installations and connections to apparatus, which is or will be connected to an electric light and power source.

**ELECTRICAL EQUIPMENT:** All electrical materials, wiring, conductors, fittings, conduits, devices, appliances, fixtures, signs and apparatus or parts thereof comprising an electrical system or control of such system.

**ELECTRICAL MAINTENANCE WORK:** The repair of the existing electrical equipment, or limited replacement and extensions of branch circuits as determined by the chief electrical inspector.

**ELECTRICAL WORK:** All installations, alterations, repairs, removals, replacements, disturbances, connections, disconnections and maintenance of wiring and electrical equipment, or control of any of the above, over twenty five (25) volts, and wiring systems through, or by which is conveyed, or intended to be conveyed, electrical current in, above,

or under any building, structure, tent, or premises, public, or privately owned, in the City of Waterloo, Iowa.

**ELECTRICIAN:** Any person doing electrical work for an electrical contractor.

**EXAMINING BOARD:** The board created in section [9-3-7](#) of this chapter.

**LICENSED OR QUALIFIED PERSON:** Any person who has been examined and licensed by the Examining Board and has its approval to install, remove, alter or make additions to any electrical work in the City.

**SHALL:** That the act to be performed is mandatory. (Ord. 5392, 3-20-2017)

#### **9-3-4: RULES OF CONSTRUCTION:**

In this chapter certain terms shall be construed as follows:

A. Electrical terms are definitions relating to electrical equipment, wiring methods and special wiring locations and conditions shall be those accepted by the trade and listed in the National Electrical Code or other recognized safe wiring manuals or tests.

B. Building classification and occupancy shall be determined from the City Building Code and the City zoning ordinance. (Ord. 5392, 3-20-2017)

#### **9-3-5: NATIONAL ELECTRICAL CODE ADOPTION:**

A. The ~~2020~~ **2023** edition of the National Electrical Code, including article 90, chapters 1 through 9, and annex A, B, C, D and H, inclusive, as published by the National Electrical Code Committee, and adopted by the National Fire Protection Association, is hereby adopted by reference and is effective as if fully set forth in this article. Where, in any specific case, different sections of this article specify different materials, methods of construction or requirements, the most restrictive shall govern. (Ord. 5428, 12-11-2017; amd. Ord. 5596, 4-19-2021, eff. ~~4-1-2021~~ **02-02-2026**)

#### **9-3-6: NATIONAL ELECTRICAL CODE AMENDMENTS:**

A. Amendments To ~~2020~~ **2023** NEC Chapter 2 Amendments:

~~550.3(1)~~ Delete ~~section~~ article 210.8(A), “**Dwelling Units**”, and insert in lieu thereof the following new section:

210.8(A) Dwelling Units.

All 125-volt, ~~15- and 20-ampere~~ receptacles installed in ~~the following locations and supplied by single-phase branch circuits rated 150 volts or less to ground~~ shall have ground-fault circuit-interrupter protection for personnel:

(1) Bathrooms

(2) Garages and also accessory buildings that have a floor located at or below grade level not intended ~~to be as~~ habitable rooms and limited to storage areas, work areas ~~or similar use and areas of similar use~~

(3) Outdoors

~~Exception to (3): Receptacles that are not readily accessible and are supplied branch-circuit dedicated to electrical snow-melting, de-icing or pipeline and vessel heating equipment shall be permitted to be installed in accordance with 426.28 or 427.22, as applicable.~~

(4) Crawl spaces - at or below grade level

(5) Basements

~~Exception to (5): A receptacle supplying only a permanently installed fire alarm or burglar alarm system shall not be required to have ground-fault circuit interrupter protection.~~

~~Informational Note: See 760.41B and 760.121(B) for power supply requirements for fire alarm systems.~~

~~Receptacles installed under the exception to 201.8 (A)(5) shall not be considered as meeting the requirements of 210.52(G).~~

(6) Kitchens ~~—where the receptacles are installed to serve the countertop surfaces.~~

(7) Areas with sinks and permanent provisions for food preparation, beverage preparation or cooking

(8) Sinks - where receptacles are installed ~~to serve the countertop surfaces.~~ within 1.8 m (6 ft) from the top inside edge of the bowl of the sink

(9) Boathouses

(10) Bathtubs or shower stalls - where receptacles are installed within 1.8 m (6 ft) of the outside edge of the bathtub or shower stall

(11) Laundry areas

~~Exception to (1) through (3), (5) through (8), and (10): Listed locking support and mounting receptacles utilized in combination with compatible attachment fittings installed for the purpose of serving a ceiling luminaire or ceiling fan shall not be required to be~~

~~ground-fault circuit interrupter protected. If a general-purpose convenience receptacle is integral to the ceiling luminaire or ceiling fan, GFCI protection shall be provided.~~

(12) Indoor damp and wet locations

Exception No. 1: Receptacles that are not readily accessible and are supplied by a branch circuit dedicated to electric snow-melting, deicing, or pipeline and vessel heating equipment shall be permitted to be installed in accordance with **426.28** or **427.22** as applicable.

Exception No. 2: Receptacles on rooftops shall not be required to be readily accessible other than from the rooftop.

Exception No. 3: Receptacles or cord-and-plug-connected fixed and stationary appliances installed within 1.8 m (6 ft) from the top inside edge of a bowl of a sink shall not be required to be GFCI protected in industrial establishments where the conditions of maintenance and supervision ensure that only qualified personnel are involved, an assured equipment grounding conductor program in accordance with **590.6(B)(2)** shall be permitted for only those receptacle outlets used to supply equipment that would create a greater hazard if power is interrupted or that has a design not compatible with GFCI protection.

Exception No. 4: Receptacles or cord-and-plug-connected fixed and stationary appliances installed within 1.8 m (6 ft) from the top inside edge of a bowl of a sink shall not be required to be GFCI protected in industrial laboratories where the receptacles are used to supply equipment if removal of power would introduce a greater hazard.

Exception No. 5: Receptacles located in patient bed locations of Category 2 (general care) or Category 1 (critical care) spaces of health care facilities shall be permitted to comply with **517.21**.

Exception No. 6: Listed weight-supporting ceiling receptacles (WSCR) utilized in combination with compatible weight-supporting attachment fittings (WSAF) installed for the purpose of serving a ceiling luminaire or ceiling-suspended fan shall be permitted to omit GFCI protection. If a general-purpose convenience receptacle is integral to the ceiling luminaire or ceiling-suspended fan, GFCI protection shall be provided.

~~Delete section 210.8(F).~~ article 210.8(D), "Specific Appliances", and insert in lieu thereof the following new section:

210.8(D) Specific Appliances.

GFCI protection shall be provided for the branch circuit or outlet supplying the following appliances rated 150 volts or less to ground and 60 amperes or less, single- or 3-phase:

- (1) Automotive vacuum machines
- (2) Drinking water coolers and bottle fill stations
- (3) High-pressure spray washing machines
- (4) Tire inflation machines
- (5) Vending machines
- (6) Sump pumps
- (7) Dishwashers
- (8) Microwave ovens

Delete article 210.8(F), "Outdoor Outlets"

(Ord. 5428, 12-11-2017; amd. Ord. 5596, 4-19-2021, eff. ~~4-1-2021-02-02-2026~~)

### **9-3-7: 2017 NEC ANNEX H AMENDMENTS:**

80.9(C) Additions, Alterations, Or Repairs, is amended by adding the following:

It is prohibited by this ordinance to perform any repair, add to, or revamp any residential service less than 60 ampere electrical service.

80.13 Authority, subparagraph (13), is amended by inserting a period after the words "ready for inspection", and deleting the words, "and shall conduct the inspection within \_\_\_ days."

80.15 Electrical Board, is deleted in its entirety and the following is substituted therefor:

## **ARTICLE 2. BOARD OF ELECTRICAL EXAMINERS AND APPEALS**

### Membership; Appointment Of Members; Term Of Office

(a) Establishment Of The Board. There is hereby established a board of electrical examiners and appeals, hereinafter referred to as the "board," with authority and responsibility as follows:

- (1) To act as a board of appeals as provided in the Waterloo electrical code.
- (2) To periodically review the provisions of the Waterloo electrical code and make recommendations to the building official for improving and updating said documents.

(b) Composition Of The Board. The board shall consist of five (5) members, all of whose place of business, residence, or work is located in the city of Waterloo. All members shall be qualified by experience and training to pass judgement upon matters pertaining to electrical construction. The membership shall be as follows: Two licensed electrical

contractors, one licensed, working electrician, a representative from a public utility company furnishing electrical power to the city, one electrical engineer capable of designing systems governed by this code. The electrical inspector shall serve as secretary to the board. Said board shall serve without compensation.

(c) Appointment Of Members And Terms Of Office. The members of the board of electrical examiners and appeals shall be appointed by the mayor with the approval of the city council. After initial appointment of the board the terms of the members shall be for three years except that the initial terms shall be so arranged and staggered so that the terms of no more than two members shall expire any one year. A vacancy within any term shall be filled by appointment of the mayor with the approval of the city council for the unexpired portion of that term only.

#### Powers And Duties Of The Board

The board of electrical examiners and appeals shall have the following powers and duties:

(a) To act upon reports of violations by licensed master electricians and journeyman electricians as filed by the electrical inspector with the board.

(b) To keep a complete record of the official proceedings of the board; to preserve all documents, books and papers relating to appeals and hearing of complaints and charges for at least three years.

(c) To hear appeals from the decision of the electrical inspector and to rule on interpretations of the provisions of the Waterloo electrical code, and to determine the suitability of alternate materials and methods of construction consistent with the provisions of the Waterloo electrical code.

#### Meetings; Records

(a) All meetings of the board of electrical examiners and appeals shall be held in the council chambers, or other location indicated in a public notice posted 24 hours prior to any meeting.

(b) Three members of the board shall constitute a quorum for the transacting of all business, but any action taken by the board shall require a majority vote of all members of the board.

(c) The board shall annually elect one of its members as chairperson of the board.

(d) The secretary of the board shall keep a record of the board meetings and register the names and residences of all persons examined by the board and the kind of electrical license issued to each, if any.

### Right Of Appeals

Any person shall have the right to appeal any decision of the electrical inspector to the electrical board of examiners and appeals by filing a written notice of such appeal with the electrical inspector within ten (10) days from the date of the inspector's decision. The board shall forthwith fix a time and place of hearing such appeal which shall not be less than five (5) days nor more than fifteen (15) days after the date of filing of the notice of such appeal, and the electrical inspector shall notify the appellant in writing by registered mail of the time and place of such hearing. After the hearing of said appeal, the board may sustain or overrule the decision of the electrical inspector. Decision of the board shall be final unless appealed to the courts as by law provides.

80.19(a) is amended by adding the following line item #3:

### Permit For Installation By Homeowner

3. A permit application may be submitted by the homeowner and, upon approval and payment of required fees, an electrical permit shall be issued. Such permit authorizes the **owner only** to install electrical equipment in the dwelling owned and occupied by the owner, without license or certificate of insurance, and without help from persons other than family members.

If at any time during the permit or inspection process, the chief electrical inspector determines the homeowner is unqualified to perform the electrical work, the homeowner will be required to hire a licensed electrical contractor to perform the electrical work.

80.19(c1) is amended by adding the following sentence at the end of the section:

A permit is not required for these repairs if the cost of the repairs does not exceed \$300.00.

80.19(e) is amended by adding the following:

### Fees

(a) Payment of fees for electrical permits shall be made on or before the tenth day of the month following the date of application for the permit or the date of the statement from the electrical inspector. All fees shall be payable to the city of Waterloo. All accounts over 60 days due will be put on a "hold" status until brought current.

(b) Inspection fees shall be paid in such amounts as established by resolution by the city council.

### Inspections

80.19(f) Inspections And Approvals, subparagraph (3), is amended by deleting the words "or until \_\_\_ days have elapsed from the time of such notification".

80.23(b) Penalties, subparagraph (3), is deleted in its entirety.

80.25(c) Notification is deleted in its entirety.

80.27 Inspector's Qualifications is amended by deleting said section in its entirety and substituting the following therefor:

80.27 Inspector's Qualifications.

### ARTICLE 3. ELECTRICAL INSPECTOR

#### Appointment; Qualifications

(a) The electrical inspector is hereby authorized, directed and empowered to inspect any and all buildings, structures, tents and premises, public and private, and, as provided in this ordinance, to condemn and order removed or remodeled and put into proper and safe condition for the prevention of fire and for safety to life and property, all electrical equipment installations and connections of electrical current for light, heat and power purposes, and to control the disposition and arrangement of such equipment so that persons and property shall not be in danger therefrom.

(b) The electrical inspector shall have successfully passed any and all examinations administered by the civil service commission, have been recommended to said position by the building official, appointed by the mayor, and confirmed by the majority of all members of the city council.

(c) The appointee shall:

(1) Be a qualified electrician and shall have at least five years of practical experience in the electrical trade or five years of experience as an electrical inspector, or, in lieu of such experience, shall be a graduate in electrical or mechanical engineering of a college or university considered by the personnel director as having suitable requirements for graduation, and shall have had two years of practical electrical experience; and

(2) Be possessed of such executive ability as requisite for the performance of required duties and have thorough knowledge of the standard material and methods used in the installation of electrical equipment; and

(3) Be well versed in improved methods of construction for safety to persons and property, the statutes of the state relating to electrical work and any orders, rules and regulations issued by authority thereof, and in the national electrical code.

(d) The electrical inspector shall hold a current master or journeyman electrical license with the state of Iowa or shall be required to pass an examination prior to his/her appointment.

(e) He/she shall hold membership in the International Association Of Electrical Inspectors.

80.28 Licensing, is added as follows:

(a) License Required

1. Electrical licenses shall be governed by Iowa Code chapter 103, Electricians And Electrical Contractors (2008).

(b) State Of Iowa Class B License. All state of Iowa class B journeyman's license will be accepted by the city of Waterloo. A state of Iowa class B master electrician's license will be accepted. ~~if the electrician has held a Waterloo license after January 1, 1990.~~

(c) If you have a state of Iowa electrical contractor's license and wish to pull a permit in the city of Waterloo, a one-time registration fee of \$150.00 will be charged if you have never held a city of Waterloo license.

(d) Licenses are not transferable, nor shall they be loaned or rented.

(Ord. 5392, 3-20-2017)

### **9-3-8: PENALTY; ABATEMENT OF VIOLATIONS:**

A. Any person violating any provision of this chapter shall be deemed guilty of a municipal infraction and, upon conviction thereof, shall be punished accordingly.

B. If any electrical work, including construction or repair, is performed within the city contrary to the provisions of this chapter, it shall be deemed a municipal infraction and, in addition to penalties described, shall be abated in accordance with this chapter.

C. The doing of any act prohibited or declared to be unlawful, an offense or a municipal infraction by this chapter or the national electrical code, or the omission or failure to perform any act or duty required by this chapter or the national electrical code, is, unless another penalty is specified, punishable as provided in section [1-3-2](#) of this code. (Ord. 5392, 3-20-2017)

### **9-3-9: APPLICABILITY OF CHAPTER TO EXISTING BUILDINGS:**

A. If any existing building is damaged due to fire, natural disaster or otherwise, the areas that are damaged shall be brought up to current city and national codes. If other areas of

the building are altered or repaired due to damages that occurred, these areas must also be brought up to the current codes.

B. If the type of occupancy of an existing building is partially or entirely changed, the electrical wiring shall be made to conform to the requirements of the current city and national codes for the new type of occupancy. (Ord. 5392, 3-20-2017)

#### **9-3-10: MOVED BUILDINGS:**

A. Residential ~~moved~~ ~~relocated~~ buildings shall be brought into compliance with the electrical requirements of new residential type buildings.

Exception: Parts of an electrical system which were not damaged and had been installed in compliance with the electrical code which was in effect at the time of installation may be retained in said electrical systems.

B. Electrical systems in any other ~~moved~~ ~~relocated~~ buildings shall be brought into compliance with the provisions of this code the same as for new construction.

C. The permanent service connection shall not be made by the power company until the electrical system is completely installed, and is approved by the inspector.

D. The existing service on the ~~moved~~ ~~relocated~~ building shall not be connected to the electrical power source unless specifically approved by an inspector. (Ord. 5392, 3-20-2017)

#### **9-3-11: DISCLAIMER:**

This chapter shall not be construed to affect the responsibility or liability of any party owning, operating, controlling or installing any electrical equipment for damages to persons or property caused by any defect therein, nor shall the city be held as assuming such liability by reason of the inspection or reinspection authorized in this chapter or the certificates of approval issued as provided in this chapter, or by reason of the approval or disapproval of any equipment authorized in this chapter. (Ord. 5392, 3-20-2017)

#### **9-3-12: LIABILITY OF ELECTRICAL INSPECTOR:**

The electrical inspector, acting in good faith and without malice in the discharge of his/her duties, shall not thereby render himself/herself liable personally and he/she hereby is relieved from all personal liability for any damage that may accrue to person or property as a result of any act required or by reason of any act of omission in the discharge of his/her duties. Any suit brought against the city because of such act or omission performed by him/her in the enforcement of any provisions of this chapter shall be defended by the city. (Ord. 5392, 3-20-2017)

**9-3-13: RESERVED:**

(Ord. 5392, 3-20-2017)

**9-3-14: UNLAWFUL CONNECTIONS:**

It shall be unlawful for any person to make connection from a supply of electricity to any electric equipment that has been installed or which has been disconnected or ordered to be disconnected by the electrical inspector, until inspected and approved by the electrical inspector. (Ord. 5392, 3-20-2017)

**9-3-15: INSPECTION OF WIRING REQUIRED PRIOR TO INSTALLATION OF METER:**

It shall be unlawful for any person to set a meter for electric purposes to any building or premises, wiring of which has not been inspected and approved by the electrical inspector. A violation of this section will cause the electrical inspector to give written notice and immediately cause the removal of such conditions and the discontinuance of such current. (Ord. 5392, 3-20-2017)

**9-3-16: ALTERATION OF IDENTIFICATION OR RATING MARKINGS:**

It shall be unlawful to cover, remove, alter, change, or deface the maker's name or identification mark or any of the rating markings on electrical equipment. (Ord. 5392, 3-20-2017)

**9-3-17: CONFLICT OF INTEREST:**

It shall be unlawful for the electrical inspector or assistant electrical inspectors to engage in the business of the sales, installation or maintenance of electrical equipment either directly or indirectly, and they shall have no financial interest in any concern engaged in such business in the city of Waterloo, at any time, while holding said offices. (Ord. 5392, 3-20-2017)



## COMMUNICATION TO THE WATERLOO CITY COUNCIL

### NAME AND DEPARTMENT

Greg Ahlhelm, Building Official  
Building Department

### MEETING DATE

February 2, 2026

### AGENDA ITEM TITLE

An ordinance amending the City of Waterloo Code of Ordinances by amending Chapter 5, Mechanical Systems, of Title 9, Building Regulations.

### RECOMMENDED COUNCIL ACTION

### SUMMARY STATEMENT AND BACKGROUND INFORMATION

### NEIGHBORHOOD IMPACT

### DATA, ANALYSIS, AND STRATEGIES

### IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

### COMMUNITY ENGAGEMENT METHODS

### SOURCE OF EXPENDITURES

### ALTERNATIVE ACTION

### LEGAL DESCRIPTION

### ATTACHMENTS

1. Full amended 2024 HVAC ordinance

## CHAPTER 5 MECHANICAL SYSTEMS

### SECTION:

#### 9-5-1: Title

#### 9-5-2: Application And Scope

#### 9-5-3: Mechanical Inspector

#### 9-5-4: Defective Work; Unsanitary Conditions

#### 9-5-5: Maintenance; Change Of Occupancy

#### 9-5-6: Application For Permit

#### 9-5-7: Installation By Owner

#### 9-5-8: Notification For Inspection

#### 9-5-9: Applicability

#### **9-5-1: TITLE:**

This chapter shall be known as the *WATERLOO MECHANICAL CODE* and may be so cited and may be referred to hereinafter as "the code" or "this code". (Ord. 5664, 9-19-2022)

#### **9-5-2: APPLICATION AND SCOPE:**

The provisions of this chapter shall include and apply to all mechanical and fuel gas systems, appliances and equipment regulated by the adopted mechanical and fuel gas codes hereinafter installed, constructed, altered, serviced or repaired in, for, or about any new, remodeled or relocated building or structure in the city. (Ord. 5664, 9-19-2022)

#### **9-5-3: MECHANICAL INSPECTOR:**

A. Appointment: The applicant for mechanical inspector shall fulfill all applicable civil service requirements for the position of mechanical inspector. The building official will appoint the new mechanical inspector. The appointment shall go to the mayor and city council for approval. The mechanical inspector shall work under the direction of the building official.

B. Qualifications: The appointee shall have had at least four (4) years of practical experience in the design, planning, supervision and contracting for installation of heating, air conditioning and ventilation systems. Two (2) years of experience may be substituted for four (4) years of schooling if the study is in engineering or a related field. Schooling shall

be from a recognized school of continuing education; possession of a valid driver's license; shall possess the ability and aptitude for the performance of required duties and shall have thorough knowledge of the standard materials and methods used in the installation and maintenance of heating, air conditioning and ventilation equipment; shall be versed in methods of construction for safety to persons and property, the statutes of the state relating to air quality and air pollution control and any orders, rules and regulations issued by authority thereof, and in the uniform mechanical code.

C. Restrictions: It shall be unlawful for the mechanical inspector to engage in the business of the sales, installation, or maintenance of heating, air conditioning and ventilation equipment, either directly or indirectly, and the inspector shall have no financial interest in any concern engaged in such business in the city at any time while holding the position as mechanical inspector for the city.

D. Powers And Duties:

1. The mechanical inspector is empowered to inspect any and all buildings or structures, public or private, and to, as herein provided, order removed or remodeled and put into proper and safe condition all heating, air conditioning, and ventilation equipment and related systems for the protection of the public health, safety and welfare.

2. The mechanical inspector shall have authority to enforce this chapter and may bring before the mechanical board proposals for modifications or alternate materials, methods, and equipment to determine compliance with the intent of this chapter; provided, that the individual or entity affected provides satisfactory documentation to the board.

3. The building official shall be the executive official and administrative authority for the administration of the mechanical code of the city.

E. Right Of Entry: Whenever necessary to make an inspection to enforce any of the provisions of this chapter, or whenever the mechanical inspector has reasonable cause to believe that there exists, in any building or upon any premises, any HVAC condition which makes such building or premises unsafe, the mechanical inspector may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon by this chapter; provided, that if such building or premises be occupied, they shall first present proper credentials and request entry; and if such building or premises is unoccupied, they shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the mechanical inspector or authorized representative shall have recourse to every remedy by law to secure entry. (Ord. 5664, 9-19-2022)

**9-5-4: DEFECTIVE WORK; UNSANITARY CONDITIONS:**

Whenever it shall come to the knowledge of the mechanical inspector that the mechanical or fuel gas system, appliance or equipment governed by this code in a building or structure is defective or otherwise becomes a hazard to health or life, it shall be the duty of said inspector to make an inspection of such system, appliance or equipment and render a report to the proper party, setting forth the necessary repairs or alterations required to make such heating, air conditioning or ventilation system conform to this chapter. The inspector shall set a limit of time within which such repairs or alterations are to be made, and upon the refusal or neglect of the owner, agent, lessee, or tenant to comply with said notice within the time stated, the mechanical inspector shall cause such repairs or alterations to be made or such nuisance abated and the expense of such work shall be taxed against such property and become a prior lien thereon and as a personal judgment against the property owner; or the inspector may order the premises vacated and closed to further occupancy until such time as the required repairs or alterations have been made, all at the mechanical inspector's sole discretion based upon health or life safety concerns. (Ord. 5664, 9-19-2022)

**9-5-5: MAINTENANCE; CHANGE OF OCCUPANCY:**

When a single-family structure is changed to multi-family occupancy, the following shall specifically apply in addition to any requirements identified in the mechanical code:

A. Each unit shall be provided a heating unit that will maintain room temperature in accordance with the housing code of the city.

B. Transfer of conditioned air between units is prohibited. (Ord. 5664, 9-19-2022)

**9-5-6: APPLICATION FOR PERMIT:**

A. Permit To Do Work Required: It shall be unlawful for any person to construct or install any fuel burning, space heating, air conditioning or incinerator equipment or appurtenances subject to and covered by the provisions of this chapter in or for any building or to alter, repair or convert any such existing fuel burning, space heating, air conditioning or incinerator equipment or appurtenances as are subject to the provisions of this chapter without first making written application for a permit therefor setting forth the nature and extent of the work to be performed. (Ord. 5664, 9-19-2022)

**9-5-7: INSTALLATION BY OWNER:**

In cases where the owner/occupant desires to do heating, air conditioning and ventilation work in the owner's own residence, the owner shall appear before the mechanical inspector and show competency in the installations of heating, air conditioning and ventilation systems. Upon such showing of competency and approval and payment of

required fees, a mechanical permit shall be issued. Said permit authorizes owner to do heating, air conditioning and ventilation work only in the dwelling owned and occupied by said owner without licensing, certificate of insurance or help from other than family members. Said person performs all labor in connection therewith, has the necessary inspections made and complies with code requirements. (Ord. 5664, 9-19-2022)

**9-5-8: NOTIFICATION FOR INSPECTION:**

A. It shall be the duty of the permit holder to notify the inspector that the work is ready for inspection or test. All inspections require twenty four (24) hours' notice.

B. It shall be the duty of the permit holder to make sure the work will stand the test prescribed before giving notification.

C. If the inspector finds that the work will not stand a required test, or corrections are required, the journeyman HVAC shall be required to notify the inspector when the necessary corrections are complete for re-inspection. If the journeyman HVAC calls for a re-inspection where corrections were required and the corrections were not made, a re-inspection fee will be assessed to the contractor. The re-inspection fee shall be paid before additional inspections are made.

D. If the inspector fails to appear within twenty four (24) hours, during normal working hours, of the time set for each inspection or test, the inspection or test shall be deemed to have been made, but the journeyman HVAC doing the work shall be required to file an affidavit with the mechanical inspector that the work was installed with the ordinance and permit, and that it was free from defects and that the required test had been made and the system was found free from leaks. (Ord. 5664, 9-19-2022)

**9-5-9: APPLICABILITY:**

If an existing building is damaged by fire or otherwise or altered in a manner to require the replacement of fifty percent (50%) or more of the structure as determined by the authority having jurisdiction, the entire building shall conform to this chapter's requirements for new buildings. (Ord. 5664, 9-19-2022)

**ARTICLE A. MECHANICAL CODE**

**SECTION:**

**9-5A-1: Mechanical Code Adopted**

**9-5A-2: Amendments**

## 9-5A-1: MECHANICAL CODE ADOPTED

The International Mechanical Code and ~~International Fuel Gas Code N.F.P.A. 54 fuel gas code~~ are adopted by this reference except as added to, deleted, modified or amended otherwise herein, and there is adopted as the mechanical code of the city, that certain mechanical code known as the International Mechanical Code, ~~2021~~ 2024 edition, ~~International Fuel Gas Code N.F.P.A. 54~~, 2024 edition, as prepared by the International Code Council (ICC). (Ord. 5664, ~~9-19-2022~~)

## 9-5A-2: AMENDMENTS:

Where this chapter uses the phrase heating, air conditioning, and ventilation; fuel gas and mechanical systems appliances, and equipment shall be understood to be included.

The following sections of the ~~2021~~ 2024 International Mechanical Code (ICC) and ~~2021 2024 International Fuel Gas Code N.F.P.A. 54 fuel gas code~~ are amended as follows:

Section 101.1 Insert: city of Waterloo.

Section 101.2 Delete: Exception.

~~Sections 103.1, 103.2 and 103.3 Delete in their entirety.~~

Section ~~106.2~~ 105.2 of the ~~2021~~ 2024 International mechanical code Add: item #9, electric baseboard heating system.

Section ~~106.5.2~~ 108.2 of the ~~2021~~ 2024 international mechanical code ~~and section 106.6.2 of the 2021 international fuel gas code~~ are hereby amended to read:

Permit fees. All mechanical permits fees shall be established by resolution of the city council and paid prior to issuance of a permit or re-inspection.

Section ~~106.5.3~~ 108.6 of the ~~2015~~ 2024 international mechanical code ~~and section 106.6.3 of the 2021 international fuel gas code~~ are hereby amended as follows:

Fee Refunds: ~~#2~~. Not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

~~#3 Deleted. Section 113.1 Article B. Mechanical Board for Licensing and Appeals.~~

Section ~~108.4~~ 114.4 of the ~~2021~~ 2024 international mechanical code are hereby amended as follows: ~~and 2021 international fuel gas code are deleted and replaced with the following:~~

~~108.4 Municipal Infraction.~~

~~108.4.1~~ 114.4.1 Any person, firm or corporation failing to comply with or violating any of the terms or provisions of this ordinance shall be deemed guilty of a municipal infraction and upon conviction thereof, be punished accordingly.

~~108.4.2~~ 114.4.2 If any mechanical work, including construction or repair, is performed within the city contrary to the provisions of this ordinance, it shall be deemed a municipal infraction and in addition to penalties described, shall be corrected in accordance with this ordinance.

~~108.4.3~~ 114.4.3 The omission or failure to perform any act or duty required by this ordinance or the performing of any act which is prohibited or declared to be unlawful by this ordinance, an offense or a municipal infraction pursuant to this ordinance or the international mechanical code and/or ~~international N.F.P.A. 54~~ fuel gas code is punishable by a fine of up to ~~two five~~ hundred dollars (\$~~200~~ 500.00) for the first offense and up to ~~four seven~~ hundred ~~fifty~~ dollars (\$~~400~~ 750.00) for each subsequent offense.

Delete section 108.4 of the 2021 international mechanical code and 2021 international fuel gas code.

~~Delete sections 109.2, 109.3, 109.4, 109.5, 109.6 and 109.7 of the 2021 2024 international mechanical code and 2021 international fuel gas code.~~

Amend section 507.2.~~2~~ of the ~~2021 2024~~ international mechanical code ~~by deleting the following wording "into the HVAC system design or".~~

Add sections 507.2.~~3.1.9~~ and ~~507.2.3.2~~ to the ~~2021 2024~~ international mechanical code.

Section 507.2.~~3.1.9~~ Cooking appliances used in commercial-type occupancies such as places of worship, fellowship halls, lodge halls, employee kitchens, and classrooms may need to be provided with a hood based on the type of appliances and processes in accordance with sections 507.2, and 507.2.1. Light-duty appliances that produce heat or moisture and do not produce grease or smoke may need to be provided with a hood in accordance with sections 505.1, 501.1 exception 1, and 505.2. At the discretion of the building official or designee, in all applications, portable fire extinguishing equipment shall be provided as directed by the fire marshal.

Exception: If a type 1 hood with fire suppression system is not needed or installed, a permanent etched sign with background contrasting letters at least 2 inches in height shall be installed in plain sight on or near the hood stating "NO FRYING, GRILLING, SAUTEING OR GREASE ALLOWED".

1. Complete and submit a use agreement form available at the building department.
2. The equipment is limited to a maximum of two domestic light-duty appliances in any one location.
3. Complete hood coverage of the cook area is provided and hood is ducted in compliance with the mechanical code requirements for type II hoods.
4. Cooking practices are limited to tenants of the building.
5. Frying, sauteing, grilling or other grease producing activities that produces more than minimal amounts of grease or grease vapor are prohibited.
6. Portable fire extinguishing equipment shall be provided as directed by the city.
7. A permanent etched sign shall be installed in plain sight on the hood stating "ONLY MINIMAL FRYING, GRILLING, OR SAUTEING ALLOWED".
8. Where the cooking equipment is to be used as training equipment, it shall not be used by students without direct supervision of an instructor.
9. The approved use is tenant based. If the tenant changes, the occupancy changes, or the type of cooking changes, approval of the alternative hood is voided.
10. City inspectors shall have the authority to immediately void the approval if any of the above conditions are found to be in violation.

(Amend chapter 6 of the international mechanical code, 601.5.

Exception #5 will not apply to existing unaltered structures. All new single family or existing single family converted to multi-family living will not be exempt.)

The following is added to ~~section 402.6 the 2024 N.F.P.A. 54 of the 2015 international national~~ fuel gas code:

1. ~~#7~~ Maximum gas delivery pressure into a dwelling shall not exceed 14" water column ("w.c.").  
~~Sections 403.4.3, 403.4.4, 403.5, 403.5.2, 403.5.3 of the 2015 international fuel gas code are hereby deleted and replaced with the following:~~
2. ~~403.4.3~~ Pipe used for the installation, extension, alteration or repair of gas piping shall be standard weight wrought iron or steel (galvanized or black). Corrugated stainless steel tubing (C.S.S.T.) may be permitted for residential use only.

~~The following section is added to the 2021 international fuel gas code:~~

~~2A. 403.5.5~~ Inspection Procedure For C.S.S.T.

- (a) An air pressure test of a minimum ten (10) pounds for a minimum of fifteen (15) minutes must be performed after the piping is installed in rough construction. (Before cover of interior walls and ceiling are finished.)
- (b) Another air test of the same requirement must also be performed after the cover of walls and ceiling are complete. Both of which tests must be witnessed by the mechanical inspector. At no time before this, will gas service be released to the building.
- (c) After final pressure test, piping can be connected to the gas service, a gas shut off will be required before each connection is made into existing pipe, and C.S.S.T. must terminate at ceiling or floor joist and hard piped with a shut off to each appliance.

~~Section 403.10.4 of the 2021 international fuel gas code is hereby deleted and replaced with the following:~~

- 3. Gas piping larger than 2" (50.8 mm) in size regardless of gas pressure and any size gas pipe carrying 1 pound p.s.i. or more gas pressure shall be welded black pipe with welding performed by a certified welder and pressure tested to a minimum 50 pounds p.s.i. for no less than one (1) hour.
- 4. In lieu of the NEC, HVAC air handling equipment with a blower motor or electric elements in a duct needs to be provided with disconnect means within reach of the unit.
- 5. ~~Fullway Valve/ Gas Valve. A fullway valve or gas valve controlling outlets shall be installed on the discharge side of each gas meter and each unmetered gas supply. Gas piping supplying more than one building on one premise shall be equipped with a separate fullway valve to each building, so arranged that the gas supply can be turned on or off to an individual or separate building provided. Such shutoff valves shall be accessible, and on the exterior of the structure. This shall be in all new construction, re-pipe, and gas shut off releases.~~

(Ord. 5664, ~~9-19-2022~~)

## ARTICLE B. MECHANICAL BOARD FOR LICENSING AND APPEALS

### SECTION:

#### 9-5B-1: Board Established; Composition

#### 9-5B-2: Appointment, Terms

#### 9-5B-3: Quorum

#### **9-5B-4: Powers And Duties**

##### **9-5B-1: BOARD ESTABLISHED; COMPOSITION:**

A. Board Established: There is hereby established a mechanical board for licensing and appeals, hereinafter referred to as the board, with authority and responsibility as follows:

1. To act as a board of appeals as provided in the heating, air conditioning and ventilation code.

2. To periodically review the provisions of the heating, air conditioning and ventilation code and recommend to the building official for improving and updating said ordinance.

B. Composition Of Board: The board shall consist of five (5) members, all of whose place of business or residence is located in the city. All members shall be qualified by experience and training to pass judgment upon matters pertaining to the installation of heating, air conditioning, and ventilation systems. The membership shall be as follows: three (3) certificate of competency holders, and two (2) members at large, with no one company or interest being represented by more than one member of the board. The city mechanical inspector or building official's designee shall act as secretary to the board. (Ord. 5664, 9-19-2022)

##### **9-5B-2: APPOINTMENT, TERMS:**

A. Appointment Of Members: The members of the mechanical board for licensing and appeals shall be appointed by the mayor with the approval of the city council.

B. Terms: After the initial appointment of the board, the terms of the members shall be for three (3) years except that the initial terms shall be so arranged and staggered that the terms of no more than two (2) members shall expire on December 31 of any one year. A vacancy within any term shall be filled by appointment of the mayor with the approval of the city council for the unexpired portion of that term only.

C. Compensation: The members of the board shall serve without compensation.

D. Organization: The board shall designate a member as chair and vice chair and shall adopt reasonable rules for conducting its investigations and proceedings, and shall render all decisions and findings in writing to the building official with a duplicate copy to the appellant and may recommend to the city council new legislation as is consistent therewith. (Ord. 5664, 9-19-2022)

##### **9-5B-3: QUORUM:**

Three (3) members of the board shall constitute a quorum for the transaction of business, provided that a decision on a matter relating to a specific license shall not be valid unless decided in the presence of a board member who holds a similar valid license. Any vote taken for the purpose of suspending or revoking a contractor's license shall require a majority vote of all members of the board. (Ord. 5664, 9-19-2022)

**9-5B-4: POWERS AND DUTIES:**

The mechanical board for licensing and appeals shall have the following powers and duties:

A. To hold regular meetings when determined necessary for the purpose of conducting examinations of applicants for mechanical certificates of competency or heating, air conditioning and ventilation appeals.

B. To act upon reports of violations by licensed contractors as filed by the mechanical inspector with the board.

C. To prescribe rules consistent with the provisions of this chapter for hearings before the board to suspend, revoke, or reinstate licenses.

D. To keep a complete record of the official proceedings of the board; to preserve all documents, books, and papers relating to appeals, examinations for licenses, and hearings of complaints and charges for at least three (3) years.

E. To hear appeals from the decision of the mechanical inspector and to rule on interpretations of the provisions of the heating, air conditioning and ventilation code. (Ord. 5664, 9-19-2022)

**ARTICLE C. MECHANICAL CONTRACTORS**

SECTION:

**9-5C-1: License Required**

**9-5C-2: Conditions Of License**

**9-5C-3: Revocation Of License**

**9-5C-1: LICENSE REQUIRED:**

A. License: No person other than those holding a current state mechanical contractor license, in addition to their state master HVAC license shall be allowed to work at the trade of heating, air conditioning, and ventilation in the city of Waterloo.

B. Unlawful To Lend License: It shall be unlawful for any person to lend that person's license, or to borrow the license of another person, nor shall any person offer to assume the responsibility of another person's work, when such person's work would require that person to be licensed under the provisions of this chapter.

C. Exemption: Homeowners working on their principal residence shall be exempt from state licensing. (Ord. 5664, 9-19-2022)

#### **9-5C-2: CONDITIONS OF LICENSE:**

A. Advertising Without License: No person shall advertise in any way that they possess the qualifications to engage in or carry on the heating, air conditioning and ventilation trade or business in the city unless they are a bona fide holder of a valid contractor's license as provided in section [9-5C-1](#) of this article.

#### **9-5C-3: REVOCATION OF LICENSE:**

A. Appointment Of Members: The members of the mechanical board for licensing and appeals shall be appointed by the mayor with the approval of the city council.

B. Terms: After the initial appointment of the board, the terms of the members shall be for three (3) years except that the initial terms shall be so arranged and staggered that the terms of no more than two (2) members shall expire on December 31 of any one year. A vacancy within any term shall be filled by appointment of the mayor with the approval of the city council for the unexpired portion of that term only.

C. Compensation: The members of the board shall serve without compensation.

D. Organization: The board shall designate a member as chair and vice chair and shall adopt reasonable rules for conducting its investigations and proceedings, and shall render all decisions and findings in writing to the building official with a duplicate copy to the appellant and may recommend to the city council new legislation as is consistent therewith. (Ord. 5664, 9-19-2022)

**Disclaimer:** This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality. American Legal Publishing provides these documents for informational purposes only. These documents should not be relied upon as the definitive authority for local legislation. Additionally, the formatting and pagination of the posted documents varies from the formatting and pagination of the official copy. The official printed copy of a Code of Ordinances should be consulted prior to any action being taken. For further information regarding the official version of any of this Code of Ordinances or other documents posted on this site, please contact the Municipality directly or contact American Legal Publishing toll-free at 800-445-5588.

**Hosted by:** American Legal Publishing